

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

SEP 17 2014

DEPARTMENT OF
WATER RESOURCES

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?
51-2258	Yes ☐	Yes ☒	51-7108B	Yes ☐	Yes ☒
51-2259	Yes ☐	Yes ☒	51-7127A	Yes ☐	Yes ☒
51-2444	Yes ☐	Yes ☒	51-13005	Yes ☐	Yes ☒
51-2445	Yes ☐	Yes ☒	51-13006	Yes ☐	Yes ☒
51-7108A	Yes ☐	Yes ☒	51-13007	Yes ☐	Yes ☒

2. Previous Owner's Name: Standlee Family Limited Partnership
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Global AG Properties USA, LLC c/o Westchester Group Investment Management, Inc.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 2004 Fox Drive, Suite L Champaign IL 61820
Mailing address City State ZIP
- (217) 352-6000 sroot@wgimglobal.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: August 13, 2014

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - ☒ Filing fee (see instructions for further explanation):
 - ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
 - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
 - ☒ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Kenny Thompson COO of Westchester Group 9-4-14
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by AS Date 9/17/14 Receipt No. C099416 Receipt Amt. \$550⁰⁰

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 [Signature] Date 12-3-14

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Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
51-13008	Yes ☐	Yes ☒	51-13030	Yes ☐	Yes ☒
51-13009	Yes ☐	Yes ☒	51-13031	Yes ☐	Yes ☒
51-13011	Yes ☐	Yes ☒	51-13032	Yes ☐	Yes ☒
51-13014	Yes ☐	Yes ☒	51-13033	Yes ☐	Yes ☒
51-13029	Yes ☐	Yes ☒	51-13034	Yes ☐	Yes ☒

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☐ 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: August 13, 2014
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).
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☐ 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: Kenny Traupen COO of Westchester Group 9-4-14
Signature of new owner/claimant Title, if applicable Date

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

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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?
51-13035	Yes ☐	Yes ☒		Yes ☐	Yes ☐
51-13037	Yes ☐	Yes ☒		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

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Name of current water right holder/claimant
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Signature of new owner/claimant Title, if applicable Date
- Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by AS Date 9/17/14 Receipt No. C099416 Receipt Amt. \$550⁰⁰

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 _____

Lise Nelson
 NOTARY PUBLIC
 Residing at: Twin Falls, ID.
 Commission expires: July 18, 2017

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

Instrument # 284577
MURPHY, OWYHEE, IDAHO
2014-08-13 03:51:29 No. of Pages: 18
Recorded for: PIONEER TITLE COMPANY/OWYHEE
ANGELA BARKELL Fee: \$61.00
Ex-Officio Recorder Deputy: map
Index To: DEED WARRANTY
Electronically Recorded by Simplifile

When recorded return to:

Carolyn Fisher
Westchester Group Investment Management, Inc.
2004 Fox Drive, Suite L
Champaign, IL 61820

Mail Tax Statements to:
Westchester Group Investment Management, Inc.
2004 Fox Drive, Suite L
Champaign, IL 61820

550514

TWIN FALLS COUNTY
RECORDED FOR:
PIONEER TITLE COMPANY OF TWI
03:26:37 PM 08-13-2014
2014013689
NO. PAGES 18 FEE: \$61.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: DJW
Electronically Recorded by Simplifile

WARRANTY DEED

FOR VALUE RECEIVED, STANDLEE FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership ("Grantor") hereby grants, bargains, sells and conveys unto GLOBAL AG PROPERTIES USA LLC, a Delaware limited liability company ("Grantee"), the real property located in Owyhee County and Twin Falls County, Idaho and legally described on Exhibit A attached hereto.

Grantor conveys said property, with all water rights and other appurtenances thereto, to Grantee and to its successors and assigns to have and to hold forever. Grantor does hereby covenant to and with Grantee that Grantor owns said premises in fee simple, that the premises are free from all encumbrances, except as otherwise provided below, and that Grantor will forever warrant the title to said premises.

This conveyance is subject to the Permitted Exceptions set out on Exhibit B hereto.

DATED as of August 13, 2014.

Grantor

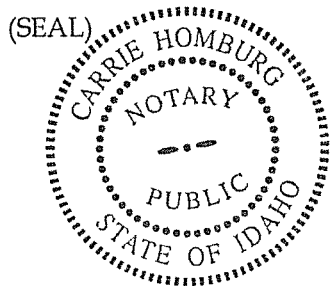
STANDLEE FAMILY LIMITED PARTNERSHIP, an
Idaho limited partnership

By: Michael G. Standlee
Michael G. Standlee, Trustee of the Michael
G. Standlee and Whendy L. Standlee
Management Trust, General Partner

STATE OF IDAHO)
COUNTY OF Canyon) :ss.

On this 13 day of August, 2014, before me, personally appeared Michael G. Standlee, known or identified to me to be the person who executed the instrument on behalf of STANDLEE FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership and acknowledged to me that such partnership 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.



Carrie Homburg
NOTARY PUBLIC
Residing at: _____ **Residing at: Melba, ID**
Commission expires: _____ **Commission Expires: 3/10/15**

EXHIBIT A

LEGAL DESCRIPTION

OWYHEE COUNTY PROPERTY:

Parcel 1:

Township 9 South, Range 12 East, Boise Meridian, Owyhee County, Idaho

Section 34: Southwest Quarter of the Northwest Quarter, Northwest Quarter of the Southwest Quarter and that part of the East One-Half of the Northwest Quarter and East One-Half of the Southwest Quarter lying within Owyhee County, Idaho.

Parcel 2:

Township 10 South, Range 12 East, Boise Meridian, Owyhee County, Idaho

Section 3: Government Lot 3, that part lying within Owyhee County, Idaho.

TWIN FALLS COUNTY PROPERTY:

LEGAL DESCRIPTION

PARCEL NO. 1

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 24: E $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 2

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 19: Government Lots 1 and 2;

E $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 3

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 25: SW $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 4

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 26: N $\frac{1}{2}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 5

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 35: That portion of the Southeast quarter of Section 35 described as follows to-wit:

BEGINNING at the Southeast corner of Section 35;

THENCE North 00°01' West, along the East boundary line of said Section 35 a distance of 2641.07 feet to the East quarter corner of said Section 35;

THENCE South 89°52' West along the North boundary line of the Southeast quarter of Section 35 a distance of 1397.5 feet to a point on the centerline of an existing private road;

THENCE South 42°48' East 481.1 feet, along the centerline of said private road;

THENCE South 11°26' East 1095.4 feet, along the centerline of said private road;

THENCE South 35°06' East 1484.3 feet, along the centerline of said private road to the POINT OF BEGINNING.

AND

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 35: NE¼; N½NW¼; SE¼NW¼; NE¼SW¼

EXCEPT that portion thereof described as follows:

A tract of land in the SW¼NE¼, the SE¼NW¼ and the NE¼SW¼ of Section 35, more particularly described as follows:

BEGINNING at the quarter corner common to Sections 35 and 36;

THENCE South 89°52' West, a distance of 1397.5 feet to the TRUE POINT OF BEGINNING, said point being on the centerline of an existing private road and on the North boundary line of the NW¼SE¼ of Section 35;

THENCE North 42°48' West a distance of 60.0 feet along the centerline of said road;

THENCE North 47°58' West a distance of 948.0 feet along the centerline of said road;

THENCE North 15°08' West a distance of 421 feet along the centerline of said road;

THENCE North 46°28' West a distance of 229.4 feet along the centerline of said road to a point;

THENCE South 53°42' West a distance of 1138.8 feet along the centerline of said road;

THENCE South 34°44' East a distance of 693.1 feet to a point on the centerline of said road;

THENCE South 25°23' East a distance of 381.8 feet to a point on the centerline of said road;

THENCE South 8°06' East a distance of 984.9 feet to the 1/16 corner, said corner being the Southeast corner of the NE¼SW¼ of Section 35;

THENCE North 00°01' West a distance of 1320.5 feet along the East boundary line of the NE¼SW¼ to the Northeast corner of said 40 acre tract (NE¼SW¼);

THENCE North 89°52' East along the South boundary line of the SW¼NE¼ Section 35 a distance of 1241.65 feet to the POINT OF BEGINNING.

PARCEL NO. 6

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 35: SE¼SW¼; SE¼

EXCEPT:

BEGINNING at the Section corner common to Sections 35 and 36, Township 9 South, Range 12 E., B.M., a brass cap properly monumented;

THENCE North 0°01' West along the Section line common to Sections 35 and 36 a distance of 2,641.07 feet to the quarter corner common to Sections 35 and 36;
THENCE South 89°52' West along the North boundary line of the NE¼SE¼ Section 35 a distance of 1,397.5 feet to a point on the centerline of an existing private road;
THENCE South 42°48' East a distance of 481.1 feet along said road;
THENCE South 11°26' East a distance of 1,095.4 feet along said road;
THENCE South 35°06' East a distance of 1,484.3 feet along said road to the POINT OF BEGINNING.

AND

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 35: A tract of land in the SW¼NE¼, the SE¼NW¼, and the NE¼SW¼ described as follows:

BEGINNING at the quarter corner common to Sections 35 and 36, Township 9 South, Range 12 E., B.M.;

THENCE South 89°52' West a distance of 1,397.5 feet to the TRUE POINT OF BEGINNING, said point being on the centerline of an existing private road and on the North boundary line of the NW¼SE¼ of Section 35;

THENCE North 42°48' West a distance of 60.0 feet along the centerline of said road;

THENCE North 47°58' West a distance of 948.0 feet along the centerline of said road;

THENCE North 15°08' West a distance of 421 feet along the centerline of said road;

THENCE North 46°28' West a distance of 229.4 feet along the centerline of said road to a point;

THENCE South 53°42' West a distance of 1,138.8 feet along the centerline of said road;

THENCE South 34°44' East a distance of 693.1 feet to a point on the centerline of said road;

THENCE South 25°23' East a distance of 381.8 feet to a point on the centerline of said road;

THENCE South 8°06' East a distance of 984.9 feet to the 1/16 corner, said corner being the Southeast corner of the NE¼SW¼ of Section 35;

THENCE North 0°01' West a distance of 1,320.5 feet along the East boundary line of the NE¼SW¼ to the NE¼SW¼ to the Northeast corner of said 40 acre tract (NE¼SW¼);

THENCE North 89°52' East along the South boundary line of the SW¼NE¼ Section 35 a distance of 1,241.65 feet to the POINT OF BEGINNING.

PARCEL NO. 7

Township 10 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 1: W½SW¼

EXCEPT the North 400 feet thereof

TOGETHER WITH a right of way to traverse the SE¼SW¼ of Section 1 being 50 feet in width and 25 feet on either side of the following described centerline:

BEGINNING at the Section corner common to Sections 1 and 2, 11 and 12, Township 10 South, Range 12 E., B.M.;

THENCE North 89°56' East along the section line common to Sections 1 and 12 a distance of 1620 feet to the TRUE POINT OF BEGINNING, said point being the centerline of an existing private road;
THENCE North 18°00' West along the existing irrigation ditch a distance of 970.8 feet to the East boundary line of the SW¼SW¼ of Section 1;
As granted in Right of Way Deed recorded January 18, 1968, as Instrument No. 584464, records of Twin Falls County, Idaho.

PARCEL NO. 8

Township 10 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 1: Government Lots 1, 2, 3, 4;

S½NW¼; SW¼NE¼; E½SW¼; the North 400 feet of NW¼SW¼; SE¼NE¼; E½SE¼; W½SE¼

EXCEPT:

Township 10 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho,

Section 1: A tract of land being more particularly described as follows:

BEGINNING at the Southeast corner of said Section 1;

THENCE South 88°46'06" West a distance of 1331.84 feet along the southerly boundary of said Section 1 to the TRUE POINT OF BEGINNING;

THENCE South 88°46'06" West a distance of 1301.47 feet along the southerly boundary of said Section 1 to the South quarter corner of said Section 1;

THENCE South 88°46'06" West a distance of 638.61 feet along the southerly boundary of said Section 1;

THENCE North 01°58'04" West a distance of 94.62 feet;

THENCE North 50°25'19" West a distance of 163.07 feet;

THENCE South 89°34'22" West a distance of 61.92 feet;

THENCE South 00°31'21" East a distance of 202.08 feet to the southerly boundary of said Section 1;

THENCE South 88°46'06" West a distance of 129.06 feet along the southerly boundary of said Section 1 to a point 10.00 feet easterly from the east edge of a farm road;

THENCE along a line parallel with and 10.00 feet easterly from the east edge of said farm road the following courses and distances:

North 21°24'32" West a distance of 518.43 feet;

THENCE North 16°32'06" West a distance of 450.55 feet;

THENCE North 13°11'58" West a distance of 93.48 feet;

THENCE North 06°13'48" West a distance of 79.73 feet;

THENCE North 00°36'25" East a distance of 1483.77 feet;

THENCE North 00°49'34" West a distance of 1571.95 feet;

THENCE North 01°23'53" West a distance of 143.87 feet;

THENCE North 02°07'38" East a distance of 83.38 feet to a point approximately 10.00 feet northerly from the north edge of a farm road;

THENCE Easterly and Southerly approximately parallel with and 10.00 feet northerly from said farm road the following courses and distances:

North 72°36'37" East a distance of 29.31 feet;
THENCE South 82°19'23" East a distance of 35.81 feet;
THENCE South 44°07'29" East a distance of 34.66 feet;
THENCE South 50°53'58" East a distance of 59.92 feet;
THENCE South 55°17'47" East a distance of 273.43 feet;
THENCE South 62°27'49" East a distance of 136.10 feet;
THENCE South 75°44'26" East a distance of 53.78 feet;
THENCE South 87°14'34" East a distance of 174.40 feet;
THENCE North 86°09'57" East a distance of 83.36 feet;
THENCE North 77°22'58" East a distance of 62.99 feet;
THENCE North 66°18'04" East a distance of 60.06 feet;
THENCE North 53°16'23" East a distance of 38.15 feet;
THENCE South 71°53'34" East a distance of 41.76 feet;
THENCE South 56°21'03" East a distance of 57.09 feet;
THENCE South 77°02'22" East a distance of 87.58 feet;
THENCE South 64°08'42" East a distance of 93.78 feet;
THENCE South 60°30'20" East a distance of 132.48 feet;
THENCE South 80°16'46" East a distance of 47.76 feet;
THENCE South 73°26'32" East a distance of 53.46 feet;
THENCE South 66°05'15" East a distance of 62.62 feet;
THENCE South 58°20'31" East a distance of 201.49 feet;
THENCE South 54°19'29" East a distance of 193.48 feet;
THENCE South 36°14'20" East a distance of 67.86 feet;
THENCE South 09°02'44" East a distance of 51.26 feet;
THENCE South 11°08'27" West a distance of 67.88 feet;
THENCE South 16°47'30" East a distance of 46.81 feet;
THENCE South 05°43'04" East a distance of 98.77 feet;
THENCE South 08°53'12" East a distance of 57.26 feet;
THENCE South 15°41'54" East a distance of 52.00 feet;
THENCE South 23°45'12" East a distance of 159.42 feet;
THENCE South 17°55'27" East a distance of 58.81 feet;
THENCE South 02°03'14" West a distance of 432.26 feet;
THENCE South 03°01'38" East a distance of 49.46 feet;
THENCE South 10°55'07" East a distance of 98.37 feet;
THENCE South 16°47'02" East a distance of 125.90 feet;
THENCE South 15°54'54" East a distance of 413.77 feet;
THENCE South 19°47'20" East a distance of 108.97 feet;
THENCE South 25°19'59" East a distance of 78.29 feet;
THENCE South 21°16'57" East a distance of 69.92 feet;
THENCE South 12°21'12" East a distance of 74.88 feet;
THENCE South 04°27'10" East a distance of 135.57 feet;
THENCE South 10°56'02" East a distance of 510.22 feet;
THENCE South 01°21'36" East a distance of 200.21 feet;

THENCE South 05°15'49" East a distance of 69.52 feet;
THENCE South 11°02'55" East a distance of 126.76 feet;
THENCE South 20°20'22" East a distance of 298.89 feet;
THENCE South 24°52'04" East a distance of 338.33 feet to the TRUE POINT OF BEGINNING.
SUBJECT TO: All legal easements and rights of way therein.

AND EXCEPT:

Township 10 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho
Section 1: A parcel of land located in the SE¼, more particularly described as follows:
BEGINNING at the Southeast corner of said section:
THENCE South 88°46'06" West a distance of 1331.84 feet;
THENCE North 24°52'04" West a distance of 85.68 feet to the TRUE POINT OF BEGINNING;
THENCE North 24°52'04" West a distance of 252.65 feet;
THENCE North 20°20'22" West a distance of 63.92 feet;
THENCE South 89°55'56" East a distance of 414.87 feet;
THENCE South 00°00'45" West a distance of 349.95 feet;
THENCE North 82°17'15" West a distance of 151.28 feet;
THENCE North 73°16'52" West a distance of 142.44 feet to the TRUE POINT OF BEGINNING.

AND EXCEPT:

Township 10 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho
Section 1: A Parcel of land more particularly described as follows:
Beginning at the Northeast Corner of Section 1 in T.10 S., R.12 E., B.M. said corner marked by an iron pipe with brass cap on top which shall be the Point of Beginning;
THENCE South 00 degrees 05 minutes 55 seconds West along the east line of Section 1 for a distance of 5306.74 feet to a ⅝" rebar at the Southeast Corner of Section 1;
THENCE South 88 degrees 44 minutes 42 seconds West along the south line of Section 1 for a distance of 1232.60 feet;
THENCE North 00 degrees 21 minutes 59 seconds West for a distance of 35.88 feet to a ½" rebar;
THENCE South 82 degrees 13 minutes 54 seconds East (S 82°17'15" E, Rec.) for a distance of 151.34 feet (151.28', Rec.) to a ½" rebar;
THENCE North 00 degrees 01 minutes 45 seconds East (N 00°00'45" E, Rec.) for a distance of 349.90 feet (349.95', Rec.) to a ½" rebar;
THENCE North 89 degrees 54 minutes 39 seconds West (N 89°55'56" W, Rec.) for a distance of 420.51 feet (414.87', Rec.) to a ½" rebar approximately 10.00 feet easterly from the east edge of a farm road;
THENCE Easterly and Northerly approximately parallel with and 10.00 feet Easterly and Northerly from the edge of said farm road the following courses and distances;
North 18 degrees 48 minutes 00 seconds West (N 20°20'22" W, Rec.) for a distance of 231.27 feet;
North 11 degrees 01 minutes 59 seconds West (N 11°02'55" W, Rec.) for a distance of 126.75 feet (126.76', Rec.);
North 05 degrees 14 minutes 53 seconds West (N 05°15'49" W, Rec.) for a distance of 69.50 feet (69.52', Rec.);

North 01 degrees 20 minutes 40 seconds West (N 01°21'36" W,
 Rec.) for a distance of 200.14 feet (200.21', Rec.);
 North 10 degrees 55 minutes 06 seconds West (N 10°56'02" W,
 Rec.) for a distance of 510.04 feet (510.22', Rec.);
 North 04 degrees 26 minutes 14 seconds West (N 04°27'10" W,
 Rec.) for a distance of 135.52 feet (135.57', Rec.);
 North 12 degrees 20 minutes 16 seconds West (N 12°21'12" W,
 Rec.) for a distance of 74.85 feet (74.88', Rec.);
 North 21 degrees 16 minutes 01 seconds West (N 21°16'57" W,
 Rec.) for a distance of 69.90 feet (69.92', Rec.);
 North 25 degrees 19 minutes 03 seconds West (N 25°19'59" W,
 Rec.) for a distance of 78.26 feet (78.29', Rec.);
 North 19 degrees 46 minutes 24 seconds West (N 19°47'20" W,
 Rec.) for a distance of 108.93 feet (108.97', Rec.);
 North 15 degrees 53 minutes 58 seconds West (N 15°54'54" W,
 Rec.) for a distance of 413.62 feet (413.77', Rec.);
 North 16 degrees 46 minutes 06 seconds West (N 16°47'02" W,
 Rec.) for a distance of 125.86 feet (125.90', Rec.);
 North 10 degrees 54 minutes 11 seconds West (N 10°55'07" W,
 Rec.) for a distance of 98.34 feet (98.37', Rec.);
 North 03 degrees 00 minutes 42 seconds West (N 03°01'38" W,
 Rec.) for a distance of 49.44 feet (49.46', Rec.);
 North 02 degrees 04 minutes 10 seconds East (N 02°03'14" E,
 Rec.) for a distance of 432.11 feet (432.26', Rec.);
 North 17 degrees 54 minutes 31 seconds West (N 17°55'27" W,
 Rec.) for a distance of 58.79 feet (58.81', Rec.);
 North 23 degrees 44 minutes 16 seconds West (N 23°45'12" W,
 Rec.) for a distance of 159.36 feet (159.42', Rec.);
 North 15 degrees 40 minutes 58 seconds West (N 15°41'54" W,
 Rec.) for a distance of 51.98 feet (52.00', Rec.);
 North 08 degrees 52 minutes 16 seconds West (N 08°53'12" W,
 Rec.) for a distance of 57.24 feet (57.26', Rec.);
 North 05 degrees 42 minutes 08 seconds West (N 05°43'04" W,
 Rec.) for a distance of 98.74 feet (98.77', Rec.);
 North 16 degrees 46 minutes 34 seconds West (N 16°47'30" W,
 Rec.) for a distance of 46.79 feet (46.81', Rec.);
 North 11 degrees 09 minutes 23 seconds East (N 11°08'27" E,
 Rec.) for a distance of 67.86 feet (67.88', Rec.);
 North 09 degrees 01 minutes 48 seconds West (N 09°02'44" W,
 Rec.) for a distance of 51.24 feet (51.26', Rec.);
 North 36 degrees 13 minutes 24 seconds West (N 36°14'20" W,
 Rec.) for a distance of 67.84 feet (67.86', Rec.);
 North 54 degrees 18 minutes 33 seconds West (N 54°19'29" W,
 Rec.) for a distance of 193.41 feet (193.48', Rec.);
 North 58 degrees 19 minutes 35 seconds West (N 58°20'31" W,
 Rec.) for a distance of 201.42 feet (201.49', Rec.);
 North 66 degrees 04 minutes 19 seconds West (N 66°05'15" W,
 Rec.) for a distance of 62.60 feet (62.62', Rec.);
 North 73 degrees 25 minutes 36 seconds West (N 73°26'32" W,
 Rec.) for a distance of 53.44 feet (53.46', Rec.);

North 80 degrees 15 minutes 50 seconds West (N 80°16'46" W,
 Rec.) for a distance of 47.74 feet (47.76', Rec.);
 North 60 degrees 29 minutes 24 seconds West (N 60°30'20" W,
 Rec.) for a distance of 132.43 feet (132.48', Rec.);
 North 64 degrees 07 minutes 46 seconds West (N 64°08'42" W,
 Rec.) for a distance of 93.75 feet (93.78', Rec.);
 North 77 degrees 01 minutes 26 seconds West (N 77°02'22" W,
 Rec.) for a distance of 87.55 feet (87.58', Rec.);
 North 56 degrees 20 minutes 07 seconds West (N 56°21'03" W,
 Rec.) for a distance of 57.07 feet (57.09', Rec.);
 North 71 degrees 52 minutes 38 seconds West (N 71°53'34" W,
 Rec.) for a distance of 41.75 feet (41.76', Rec.);
 South 53 degrees 17 minutes 19 seconds West (S 53°16'23" W,
 Rec.) for a distance of 38.14 feet (38.15', Rec.);
 South 66 degrees 19 minutes 00 seconds West (S 66°18'04" W,
 Rec.) for a distance of 60.04 feet (60.06', Rec.);
 South 77 degrees 23 minutes 54 seconds West (S 77°22'58" W,
 Rec.) for a distance of 62.97 feet (62.99', Rec.);
 South 86 degrees 10 minutes 53 seconds West (S 86°09'57" W,
 Rec.) for a distance of 83.33 feet (83.36', Rec.);
 North 87 degrees 13 minutes 38 seconds West (N 87°14'34" W,
 Rec.) for a distance of 174.34 feet (174.40', Rec.);
 North 75 degrees 43 minutes 30 seconds West (N 75°44'26" W,
 Rec.) for a distance of 53.76 feet (53.78', Rec.);
 North 62 degrees 26 minutes 53 seconds West (N 62°27'49" W,
 Rec.) for a distance of 136.05 feet (136.10', Rec.);
 North 55 degrees 16 minutes 51 seconds West (N 55°17'47" W,
 Rec.) for a distance of 273.33 feet (273.43', Rec.);
 North 50 degrees 53 minutes 02 seconds West (N 50°53'58" W,
 Rec.) for a distance of 59.90 feet (59.92', Rec.);
 North 44 degrees 06 minutes 33 seconds West (N 44°07'29" W,
 Rec.) for a distance of 34.65 feet (34.66', Rec.);
 North 82 degrees 18 minutes 27 seconds West (N 82°19'23" W,
 Rec.) for a distance of 30.80 feet;
 THENCE North 29 degrees 03 minutes 05 seconds West leaving said farm road for a distance of
 17.63 feet to a ½" rebar;
 THENCE North 29 degrees 03 minutes 05 seconds West for a distance of 363.07 feet to a ½"
 rebar;
 THENCE North 21 degrees 21 minutes 11 seconds West for a distance of 270.44 feet to a ½"
 rebar;
 THENCE North 11 degrees 53 minutes 27 seconds West for a distance of 416.92 feet to the north
 line of Section 1;
 THENCE North 89 degrees 56 minutes 16 seconds East along said line for a distance of 1656.35
 feet to an iron pipe at the North ¼ Corner of Section 1;
 THECNE North 89 degrees 40 minutes 08 seconds East along the north line of Section 1 for a
 distance of 2631.12 feet to the Point of Beginning.

PARCEL NO. 9

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho
 Section 36: SW¼SW¼; E½SW¼; NE¼NW¼

SUBJECT TO: Twin Falls Highway District right of way.

EXCEPT:

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 36: A parcel of land located in the SW $\frac{1}{4}$ more particularly described as follows:

Beginning at the South $\frac{1}{4}$ Corner of Section 36 in T.9 S., R.12 E., B.M. said corner marked by an iron pipe with brass cap on top which shall be the Point of Beginning;

THENCE South 89 degrees 56 minutes 16 seconds West along the south line of section 36 for a distance of 1656.34 feet;

THENCE North 11 degrees 53 minutes 27 seconds West for a distance of 38.98 feet to a $\frac{1}{2}$ " rebar;

THENCE North 27 degrees 02 minutes 17 seconds West for a distance of 374.61 feet to a $\frac{1}{2}$ " rebar;

THENCE North 34 degrees 46 minutes 53 seconds West for a distance of 242.84 feet to a $\frac{1}{2}$ " rebar;

THENCE North 26 degrees 47 minutes 37 seconds West for a distance of 418.77 feet to a $\frac{1}{2}$ " rebar;

THENCE North 13 degrees 29 minutes 52 seconds West for a distance of 306.86 feet to a $\frac{1}{2}$ " rebar;

THENCE North 66 degrees 00 minutes 52 seconds West for a distance of 190.17 feet to a $\frac{1}{2}$ " rebar on the north line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36;

THENCE North 89 degrees 50 minutes 35 seconds East along said line for a distance of 1081.10 feet to a $\frac{3}{8}$ " rebar at the Northeast Corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36;

THENCE North 00 degrees 15 minutes 39 seconds West along the west line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36 for a distance of 1323.40 feet to a $\frac{3}{8}$ " rebar at the Northwest Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36;

THENCE North 89 degrees 44 minutes 55 seconds East along the north line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36 for a distance of 1319.93 feet to a $\frac{3}{8}$ " rebar at the Center $\frac{1}{4}$ Corner of Section 36;

THENCE South 00 degrees 16 minutes 01 seconds East along the east line of the SW $\frac{1}{4}$ of Section 36 for a distance of 2651.15 feet to the Point of Beginning.

PARCEL NO. 10

Township 10 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 12: S $\frac{1}{2}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$

SUBJECT TO: Twin Falls Highway District right of way.

EXCEPT:

Township 10 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 12: A parcel of land located in the NE $\frac{1}{4}$ more particularly described as follows:

Beginning at the Northeast Corner of Section 12 in T.10 S., R.12 E., B.M. said corner marked by a $\frac{3}{8}$ " rebar which shall be the Point of Beginning;

THENCE South 00 degrees 03 minutes 54 seconds West along the east line of Section 12 for a distance of 2653.35 feet to a $\frac{3}{8}$ " rebar at the East $\frac{1}{4}$ Corner of Section 12;

THENCE South 89 degrees 08 minutes 28 seconds West along the south line of the NE $\frac{1}{4}$ of Section 12 for a distance of 1001.68 feet to a $\frac{1}{2}$ " rebar;

THENCE North 00 degrees 02 minutes 42 seconds West for a distance of 774.72 feet to a $\frac{1}{2}$ " rebar;

THENCE South 63 degrees 58 minutes 01 seconds East for a distance of 287.27 feet to a ½" rebar;
THENCE North 09 degrees 08 minutes 43 seconds East for a distance of 296.90 feet to a ½" rebar;
THENCE North 09 degrees 08 minutes 43 seconds East for a distance of 8.90 feet to the centerline of a road;
THENCE North 73 degrees 00 minutes 49 seconds West along said centerline for a distance of 138.63 feet;
THENCE North 66 degrees 18 minutes 30 seconds West along said centerline for a distance of 50.04 feet; THENCE North 55 degrees 27 minutes 23 seconds West along said centerline for a distance of 52.13 feet; THENCE North 39 degrees 26 minutes 00 seconds West along said centerline for a distance of 102.35 feet;
THENCE North 24 degrees 56 minutes 09 seconds West along said centerline for a distance of 76.05 feet;
THENCE North 19 degrees 33 minutes 18 seconds West along said centerline for a distance of 415.42 feet;
THENCE North 09 degrees 54 minutes 46 seconds West along said centerline for a distance of 952.98 feet;
THENCE North 20 degrees 07 minutes 18 seconds West along said centerline for a distance of 104.99 feet;
THENCE South 88 degrees 15 minutes 21 seconds East for a distance of 30.62 feet to a ½" rebar;
THENCE South 88 degrees 15 minutes 21 seconds East for a distance of 93.41 feet to a ½" rebar;
THENCE North 00 degrees 21 minutes 59 seconds West for a distance of 27.62 feet to the north line of Section 12;
THENCE North 88 degrees 44 minutes 42 seconds East for a distance of 1232.60 feet to the Point of Beginning.

PARCEL NO. 11

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho
Section 20: SW¼
SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 12

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho
Section 30: NW¼NE¼; NE¼NW¼; Government Lots 3 and 4; E½SW¼; W½SE¼; E½NE¼
SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 13

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho
Section 31: Government Lots 1 and 2; E½NW¼
SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 14

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho
Section 29: NW¼; N½SW¼
SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 15

Township 10 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 2: Government Lots 1 and 2; S½NE¼; SE¼; SE¼SW¼

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 16

Township 10 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 2: Government Lot 3; NE¼SW¼; SE¼NW¼

SUBJECT TO: Twin Falls Highway District right of way.

PARCEL NO. 17

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 27: NW¼NE¼; SW¼NE¼; NE¼SE¼; SE¼SE¼

PARCEL NO. 18

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 26: SW¼NW¼, EXCEPT the N½SW¼NW¼;

N½SW¼, EXCEPT the NE¼NE¼SW¼

PARCEL NO. 19

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 35: SW¼NW¼

PARCEL NO. 20

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 34: NE¼; and

All that portion of the E½NW¼ and E½SW¼ lying within Twin Falls County, Idaho.

SUBJECT TO Highway District right of way.

PARCEL NO. 21

Township 10 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 3: Lot 2

PARCEL NO. 22

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 34: N½SE¼; SW¼SE¼

SUBJECT TO Highway District right of way.

PARCEL NO. 23

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 27: SE¼NE¼

EXCEPT the North 16 feet of the NE¼SE¼NE¼

AND EXCEPT the W½NW¼NE¼SE¼NE¼

PARCEL NO. 24

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 27: The North 16 feet of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; and the W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$

PARCEL NO. 25

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 26: N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$

PARCEL NO. 26

Township 9 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 26: NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL NO. 27

Township 10 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 3: All that portion of Lot 3 lying within the boundaries of Twin Falls County, Idaho.

SUBJECT TO Highway District right of way.

EXHIBIT B

PERMITTED EXCEPTIONS

THE FOLLOWING EXCEPTIONS AFFECT THE OWYHEE COUNTY PROPERTY:

- 1) General taxes for the year 2014, which are liens and are not yet due and payable.
Parcel No.: RP09S12E342600A, RP09S12E344800A, RP10S12E032600A
- 2) Reservations in United States Patent, recorded March 11, 1970 as instruments 125141, 125142, records of Owyhee County, Idaho; which patent also, among other things, reserves and excepts the following:

EXCEPTING AND RESERVING TO THE UNITED STATES:

A right-of-way thereon for ditches and canals constructed by the authority of the United States, Act of August 30, 1890, 26 Stat. 391; U.S.C. 945; and

All the oil and gas in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914, 38 Stat. 509, as supplemented; 30 U.S.C. 121-124.

THE FOLLOWING EXCEPTIONS AFFECT TWIN FALLS COUNTY PROPERTY:

- 1) General taxes for the year 2014, which are liens and are not yet due and payable.
- 2) Affidavit by R.G. Frame to the United States Department of the Interior, United States Land Office, recorded July 10, 1909, in Book 9 of Deeds, page 428, records of Twin Falls County, Idaho. (affects Parcels No. 18, 23, 24, and 25)
- 3) Power Line Easement from C.W. McClain and Rose E. McClain, husband and wife, to Idaho Power Company recorded May 11, 1961, as Instrument No. 503258, in Book 204 of Deeds, page 333, records of Twin Falls County, Idaho. (affects Parcel No. 10)
- 4) Power Line Easement from C.W. McClain and Rose E. McClain to Idaho Power Company recorded May 15, 1962, as Instrument No. 513749, in Book 207 of Deeds, page 264, records of Twin Falls County, Idaho. (affects Parcels 3, 4 and 9)
- 5) Power Line Easement from C.W. McClain and Rose McClain, husband and wife, to Idaho Power Company recorded March 2, 1966, as Instrument No. 561400, in Book 218 of Deeds, page 2190, records of Twin Falls County, Idaho. (affects Parcel No. 4)
- 6) Power Line Easement from Thomas C. McClain and Laurel McClain, husband and wife, to the Idaho Power Company recorded March 2, 1966, as Instrument

No. 561401, in Book 218 of Deeds, page 2191, records of Twin Falls County, Idaho. (affects Parcel No. 4)

- 7) Power Line Easement from C.W. McClain and Rose McClain, husband and wife, to the Idaho Power Company recorded August 5, 1966, as Instrument No. 567230, in Book 219 of Deeds, page 307, records of Twin Falls County, Idaho. (affects Parcels No. 3 and 4)
- 8) Power Line Easement from C.W. McClain and Rose E. McClain, husband and wife, to the Idaho Power Company recorded December 5, 1966, as Instrument No. 570666, in Book 219 of Deeds, page 831, records of Twin Falls County, Idaho. (affects Parcel No. 10)
- 9) Right of Way from C.W. McClain and Rose E. McClain, husband and wife, to Melvin J. McClain and Fannie McClain, husband and wife, recorded January 18, 1968, as Instrument No. 584464, in Book 220 of Deeds, page 168, records of Twin Falls County, Idaho. (grants right of way and easement to construct, operate, maintain, repair and replace the well or wells and irrigation ditch over and across the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 10 South, Range 12 E., B.M. (affects Parcel No. 8)
- 10) Power Line Easement granted by George W. Anthony, Sr., and Mildred F. Anthony, his wife, to Idaho Power Company dated March 4, 1968, recorded August 29, 1968, as Instrument No. 591897, records of Twin Falls County, Idaho. (affects Parcels No. 19 and 20)
- 11) Power Line Easement from Melvin McClain and Pennie Marie McClain, husband and wife, to Idaho Power Company recorded August 29, 1968, as Instrument No. 591901, in Book 220 of Deeds, page 1307, records of Twin Falls County, Idaho. (affects Parcel No. 7)
- 12) Power Line Easement from Laurel K. McClain to Idaho Power Company recorded April 10, 1969, as Instrument No. 597814, in Book 220 of Deeds, page 2408, records of Twin Falls County, Idaho. (affects Parcel No. 3)
- 13) Power Line Easement granted by George W. Anthony to Idaho Power Company dated March 16, 1968, recorded April 10, 1969, as Instrument No. 597825, records of Twin Falls County, Idaho. (affects Parcels No. 19, 20, and 22)
- 14) Reservations in Patent from the United States of America, Bureau of Land Management, to George W. Anthony dated December 22, 1969, recorded March 2, 1970, as Instrument No. 606449, records of Twin Falls County, Idaho. (affects Parcels No. 21 and 22)
- 15) Reservations in Patent from the United States of America, Bureau of Land Management, to George W. Anthony, Sr., dated November 3, 1969, recorded

March 2, 1970, as Instrument No. 606450, records of Twin Falls County, Idaho.
(affects Parcels No. 19 and 20)

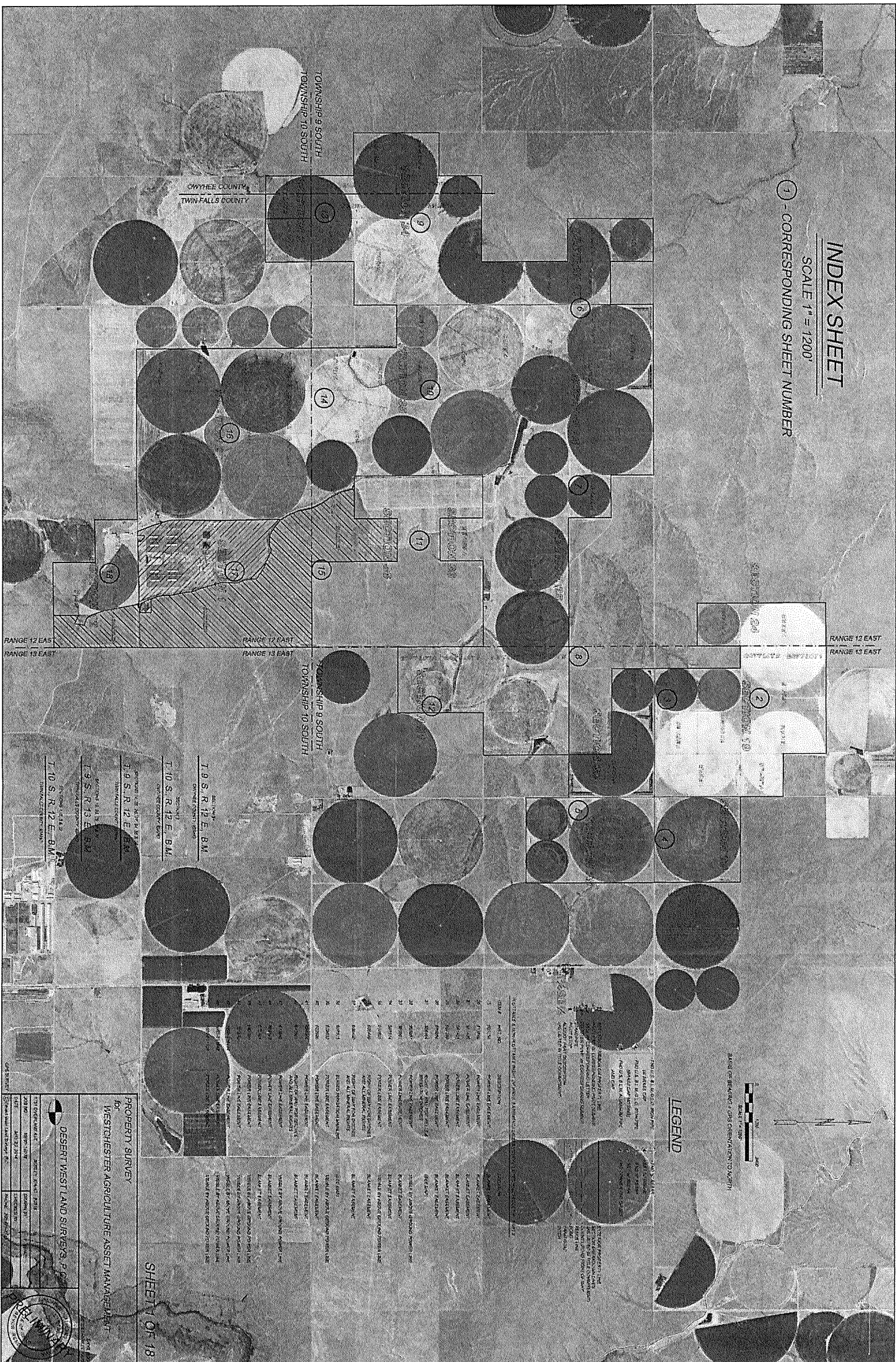
- 16) Easement with Operation and Maintenance Agreement by and between George W. Anthony, Grantor; and George W. Anthony, Sr., Grantee, dated March 9, 1970, recorded April 10, 1970, as Instrument No. 607825, records of Twin Falls County, Idaho. (affects Section 34, Township 9 South, Range 12 E., B.M.)
- 17) Power Line Easement granted by George W. Anthony, a single person, to Idaho Power Company dated April 20, 1971, recorded July 23, 1971, as Instrument No. 622632, records of Twin Falls County, Idaho. (affects Parcel No. 21)
- 18) Power Line Easement granted by George W. Anthony to Idaho Power Company dated May 17, 1971, recorded July 30, 1971, as Instrument No. 622928, records of Twin Falls County, Idaho. (affects Parcel No. 22)
- 19) Power Line Easement granted by George W. Anthony, a single person. to Idaho Power Company dated April 20, 1971, recorded November 11, 1971, as Instrument No. 626464, records of Twin Falls County, Idaho. (affects Parcel No. 22)
- 20) Reservations in Patent from the United States of America, Bureau of Land Management to Patricia Reichert Johnson dated September 27, 1972, recorded October 26, 1972, as Instrument No. 641661, records of Twin Falls County, Idaho. (affects Parcels No. 17, 18, 23, 24, 25, and 26)
- 21) Power Line Easement granted by George W. Anthony, Sr., and Mildred F. Anthony, his wife, to Idaho Power Company dated April 24, 1972, recorded December 20, 1972, as Instrument No. 643848, records of Twin Falls County, Idaho. (affects Parcel No. 20)
- 22) Power Line Easement from C.W. McClain and Rose E. McClain, husband and wife, to Idaho Power Company recorded August 13, 1974, as Instrument No. 669163, records of Twin Falls County, Idaho. (affects Parcel No. 8)
- 23) Power Line Easement from C.W. McClain and Rose E. McClain, husband and wife, to Idaho Power Company recorded January 28, 1975, as Instrument No. 675381, records of Twin Falls County, Idaho. (affects Parcel No. 10)
- 24) Power Line Easement granted by George W. Anthony, a single person, to Idaho Power Company dated February 27, 1975, recorded November 20, 1975, as Instrument No. 688190, records of Twin Falls County, Idaho. (affects Parcels No. 23 and 24)
- 25) Power Line Easement granted by George W. Anthony, a single man, to Idaho Power Company dated February 4, 1976, recorded August 30, 1976, as

Instrument No. 701890, records of Twin Falls County, Idaho. (affects Parcel No. 20)

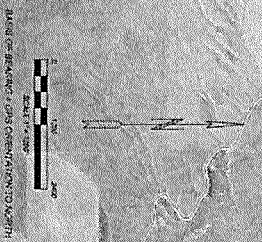
- 26) Power Line Easement from Tri Harder Farms, Inc. to Idaho Power Company recorded October 7, 1992, as Instrument No. 92 014434, records of Twin Falls County, Idaho. (affects Parcel No. 4)
- 27) Power Line Easement from Dan McClain to Idaho Power Company recorded August 6, 1993, as Instrument No. 1993 011242, records of Twin Falls County, Idaho. (affects Parcel No. 7)
- 28) Underground Power Line Easement from Mel Harder and Ruth Harder to Idaho Power Company recorded June 14, 1999, as Instrument No. 1999 011309, records of Twin Falls County, Idaho. (affects Parcel No. 3)
- 29) Reservations in Patent issued by the United States of America to George W. Anthony dated December 22, 1969, recorded March 2, 1970, as Instrument No. 606449, records of Twin Falls County, Idaho. (affects Parcel No. 27)
- 30) Matters disclosed by Record of Survey From Desert West Land Surveys, P.C. Dated July 18, 2014, Job No. 10690-14C1.
- 31) Matters disclosed by Record of Survey Recorded: June 30, 2014, Instrument No.: 2014-010625

SCALE 1" = 1200'

① - CORRESPONDING SHEET NUMBER



LEGEND



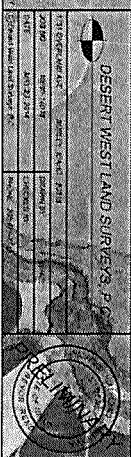
NOTICE: ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 05-01-2001 BY 60322 UCBAW

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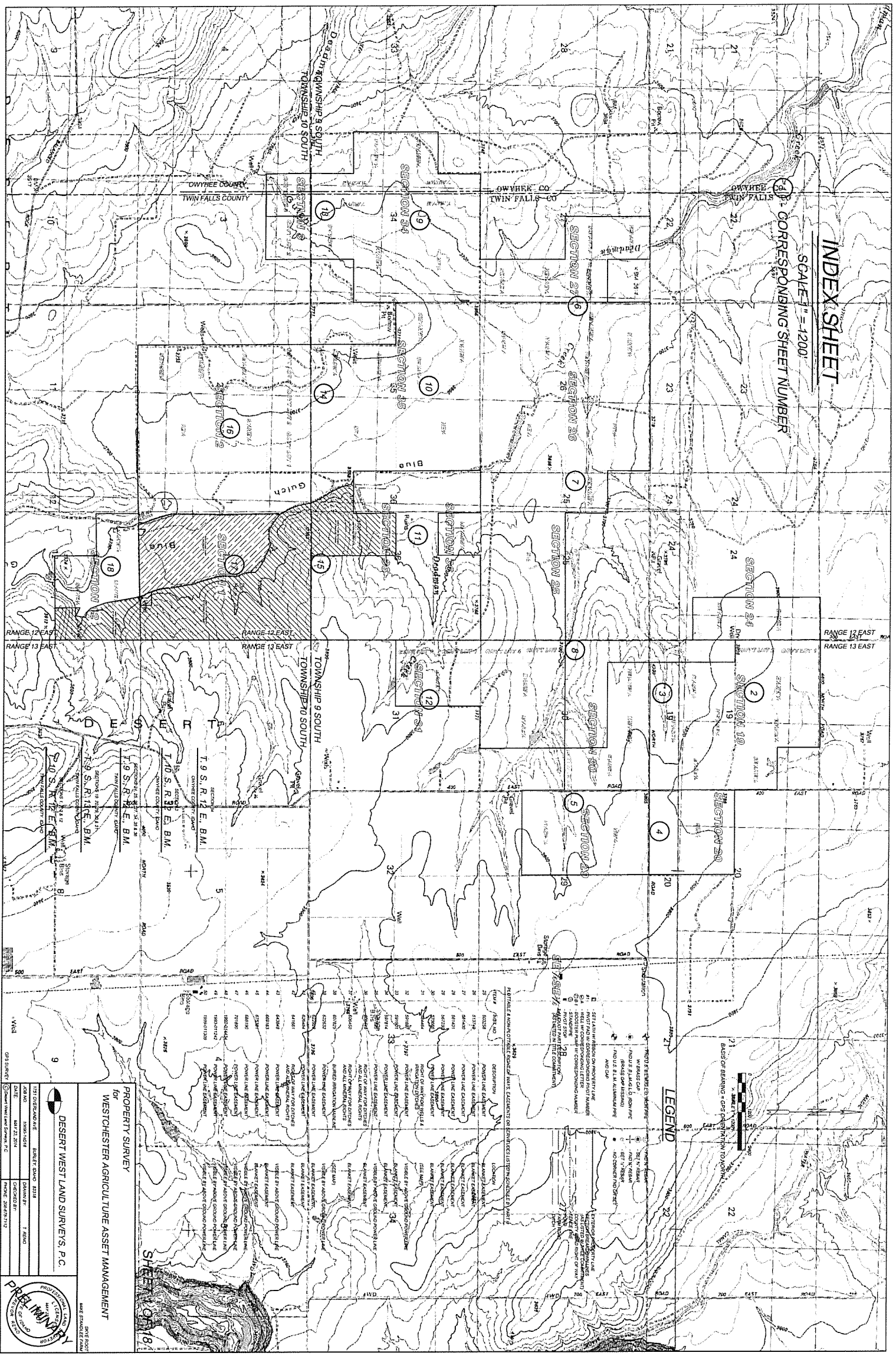
SHEET 1 OF 18

PROPERTY SURVEY
for
WESTCHESTER AGRICULTURE ASSET MANAGEMENT

DESERT WEST LAND SURVEYS, P. C.



SCALE"=1200
CORRESPONDING SHEET NUMBER



PROPERTY SURVEY
for
WESTCHESTER AGRICULTURE ASSET MANAGEMENT

DESERT WEST LAND SURVEYS, P.C.

1121 OBERLIN AVE	BUNNET ROAD 2216
EDWARD	THOMAS
DATE	10/01/2014
	10/01/2014
	PHONE 304/871112

©Edward Thomas & Son, P.C.

PREPARED BY
EDWARD THOMAS & SON, P.C.
10/01/2014



ASSIGNMENT AND ASSUMPTION OF LEASES

This Assignment and Assumption of Leases ("Assignment") is made as of the 13th day of August, 2014 (the "Effective Date"), by Standlee Family Limited Partnership, an Idaho limited partnership, (also known as "Standlee Family Ltd Partnership" and "Standlee Family Partnership LLC"), together with M & W KMA LLC, an Idaho limited company, affiliated to Standlee Family Limited Partnership (collectively "Assignor") and Global AG Properties USA, LLC, a Delaware limited liability company c/o Westchester Group Investment Management, Inc., 2004 Fox Drive, Suite L, Champaign, IL 61820 ("Assignee") for the following reasons, which are material consideration and not mere recitals:

A. Standlee Family Limited Partnership and Assignee are parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated as of May 1, 2014, pursuant to which Assignee is purchasing and acquiring certain assets of Standlee Family Limited Partnership, to include the certain Water Supply Bank leases attached hereto as Exhibit A and incorporated herein by reference ("Water Supply Bank Leases"); and

B. M & W KMA LLC, an Idaho limited company, is an affiliated entity to Standlee Family Limited Partnership and a party, in name, to the Water Supply Bank Leases; and

C. In accordance with said certain Purchase and Sale Agreement and Joint Escrow Instructions, dated as of May 1, 2014, Standlee Family Limited Partnership, together with M & W KMA LLC, make this Assignment to effectuate the assignment and transfer of the Water Supply Bank Leases to Assignee.

Now, therefore, in consideration of the foregoing premises, and the terms and conditions of that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated as of May 1, 2014:

1. As of the Effective Date, Assignor assigns, transfers, and conveys to Assignee all of Assignor's rights, title, and interest in and to the Water Supply Bank Leases.

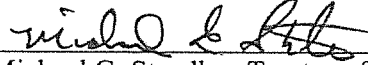
2. As of the Effective Date, Assignor's assignment, transfer and conveyance of the Water Supply Bank Leases to Assignee, and Assignee's acceptance and assumption of the duties, obligations and responsibilities of the Water Supply Bank Leases is pursuant to and in accordance with that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated as of May 1, 2014.

/// SIGNATURES APPEAR ON FOLLOWING PAGE ///

In witness whereof, the undersigned executes this Assignment as of the Effective Date.

"Assignor"

STANDLEE FAMILY LIMITED
PARTNERSHIP, an Idaho limited partnership

By: 
Michael G. Standlee, Trustee of the
Michael G. Standlee and Whendy L.
Standlee Management Trust, General
Partner

M & W KMA LLC, an Idaho limited liability
company

By: 
Michael G. Standlee, Member

EXHIBIT A

Copy of Water Supply Bank Leases

See attached

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WATER SUPPLY BANK RENTAL AGREEMENT

This is to certify that: STANDLEE FAMILY PARTNERSHIP LLC
826 S 1700 E
EDEN ID 83325

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board") being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

Water Right	Rented Rate	Annual Rented Volume	Total Rented Acres
51-13007	0.85 CFS	169.2 AF	42.3 AC
51-13008	1.51 CFS	334.8 AF	83.7 AC
COMBINED RENTAL TOTALS:	1.58 CFS	504 AF	126 AC

TERM OF RENTAL:

March 15, 2011, to November 15, 2011
March 15, 2012, to November 15, 2012
March 15, 2013, to November 15, 2013
March 15, 2014, to November 15, 2014
March 15, 2015, to November 15, 2015

RENTAL FEE:

\$7,056.00 per year

The total fee for rental of the above-described water is \$7,056.00. The undersigned renter is also the lessor under this agreement, and is therefore obligated to pay only the administrative fee of \$705.60. An annual payment shall be received by the Department prior to March 15, the beginning of the irrigation season, each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date.

Detailed water right specific limitations and conditions attached.

The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:

Dated this 21st day of October, 20 10.

By: Dusty Standlee
(Print Name)

(Signature)

member
(Title if on behalf of company or organization)

Having determined that this agreement satisfies the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this ____ day of _____, 20____.

GARY SPACKMAN, Interim Director
Department of Water Resources

WATER RIGHT NO. 51-13007 **WATER SUPPLY BANK RENTAL AGREEMENT**

The renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described below:

Renter: STANDLEE FAMILY PARTNERSHIP LLC
 826 S 1700 E
 EDEN ID 83325
 (208) 825-5117

Priority Date: 05/22/1968

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.85 CFS	169.2 AF
	Total:		0.85 CFS	169.2 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

GROUND WATER	SE¼NE¼	Sec. 12	Twp 10S	Rge 12E	TWIN FALLS County
GROUND WATER	SW¼ SE¼SE¼	Sec. 1	Twp 10S	Rge 12E	TWIN FALLS County
GROUND WATER	SW¼ SE¼SW¼	Sec. 1	Twp 10S	Rge 12E	TWIN FALLS County
GROUND WATER	SW¼ SE¼SW¼	Sec. 1	Twp 10S	Rge 12E	TWIN FALLS County
GROUND WATER	NW¼SE¼SW¼	Sec. 2	Twp 10S	Rge 12E	TWIN FALLS County
GROUND WATER	NW¼SW¼	Sec. 2	Twp 10S	Rge 12E	TWIN FALLS County
GROUND WATER	NW¼SW¼	Sec. 2	Twp 10S	Rge 12E	TWIN FALLS County
GROUND WATER	SW¼NE¼SW¼	Sec. 35	Twp 09S	Rge 12E	TWIN FALLS County
GROUND WATER	SW¼NE¼SW¼	Sec. 35	Twp 09S	Rge 12E	TWIN FALLS County
GROUND WATER	SE¼SW¼NW¼	Sec. 35	Twp 09S	Rge 12E	TWIN FALLS County
GROUND WATER	NE¼NE¼SE¼	Sec. 34	Twp 09S	Rge 12E	TWIN FALLS County
GROUND WATER	SE¼NE¼SE¼	Sec. 34	Twp 09S	Rge 12E	TWIN FALLS County
GROUND WATER	SW¼NE¼NW¼	Sec. 34	Twp 09S	Rge 12E	TWIN FALLS County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09s	12e	36						39.0	39.0	15.0		33							126

Total Acres: 126

Acre Limit within Place of Use described: 42.3

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 51-13007
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

5. This rental agreement does not authorize the construction of a well.
6. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
9. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. When combined, the water bank rental for Right Nos. 51-13007 and 51-13008 is limited to 1.58 cfs.

WATER RIGHT NO. 51-13008
WATER SUPPLY BANK RENTAL AGREEMENT

The renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described below:

Renter: STANDLEE FAMILY PARTNERSHIP LLC
 826 S 1700 E
 EDEN ID 83325
 (208) 825-5117

Priority Date: 07/24/1968

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	1.51 CFS	334.8 AF
	Total:		1.51 CFS	334.8 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

GROUND WATER	SE¼NE¼	Sec. 12	Twp 10S	Rge 12E	TWIN FALLS County
GROUND WATER	SW¼ SE¼SE¼	Sec. 1	Twp 10S	Rge 12E	TWIN FALLS County
GROUND WATER	SW¼ SE¼SW¼	Sec. 1	Twp 10S	Rge 12E	TWIN FALLS County
GROUND WATER	SW¼ SE¼SW¼	Sec. 1	Twp 10S	Rge 12E	TWIN FALLS County
GROUND WATER	NW¼SE¼SW¼	Sec. 2	Twp 10S	Rge 12E	TWIN FALLS County
GROUND WATER	NW¼SW¼	Sec. 2	Twp 10S	Rge 12E	TWIN FALLS County
GROUND WATER	NW¼SW¼	Sec. 2	Twp 10S	Rge 12E	TWIN FALLS County
GROUND WATER	SW¼NE¼SW¼	Sec. 35	Twp 09S	Rge 12E	TWIN FALLS County
GROUND WATER	SW¼NE¼SW¼	Sec. 35	Twp 09S	Rge 12E	TWIN FALLS County
GROUND WATER	SE¼SW¼NW¼	Sec. 35	Twp 09S	Rge 12E	TWIN FALLS County
GROUND WATER	NE¼NE¼SE¼	Sec. 34	Twp 09S	Rge 12E	TWIN FALLS County
GROUND WATER	SE¼NE¼SE¼	Sec. 34	Twp 09S	Rge 12E	TWIN FALLS County
GROUND WATER	SW¼NE¼NW¼	Sec. 34	Twp 09S	Rge 12E	TWIN FALLS County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09s	12e	36						39.0	39.0	15.0		33							126

Total Acres: 126

Acre Limit within Place of Use described: 83.7

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

**WATER RIGHT NO. 51-13008
WATER SUPPLY BANK RENTAL AGREEMENT
CONDITIONS OF WATER USE**

5. This rental agreement does not authorize the construction of a well.
6. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
9. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. When combined, the water bank rental for Right Nos. 51-13007 and 51-13008 is limited to 1.58 cfs.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WATER SUPPLY BANK LEASE ACCEPTANCE

COPY

This is to certify that: **STANDLEE FAMILY LTD PARTNERSHIP
M & W KMA LLC
826 S 1700 E
EDEN ID 83325
(208) 825-5117**

has requested to lease the water right(s) listed below to the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board") being authorized to operate a bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director", "Department") the acquisition of water rights for the Board's Bank, agrees to lease the water right to the Bank as follows:

Summary of Water Rights or Portions Leased to the Bank

Water Right	Lease Rate	Lease Volume	Acre Limit	Total Leased Acres
51-13005	0.39 CFS	189.6 AF	NA	47.4 AC
51-13006	0.31 CFS	189.6 AF	NA	47.4 AC
51-13007	0.85 CFS	169.2 AF	NA	42.3 AC
51-13008	1.70 CFS	377.2 AF	NA	94.3 AC
51-13011	0.05 CFS	189.6 AF	NA	47.4 AC
51-13014	0.03 CFS	189.6 AF	NA	47.4 AC
51-13035	0.02 CFS	7.2 AF	NA	1.8 AC
51-13037	0.44 CFS	138.0 AF	NA	34.5 AC
COMBINED LEASE TOTALS:	3.03 CFS	881.2 AF	NA	220.3 AC

TERM OF LEASE:

Lease Begin Date: October 13, 2010

Expiration Date: November 15, 2015

RENTAL AVAILABILITY:

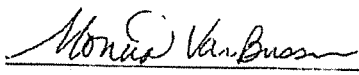
Season of Use: Season of use of water right

MINIMUM PAYMENT ACCEPTABLE:

Current Rental Rate

Detailed Lease Acceptance attached.

Dated this 18th day of October, 2010


for **GARY SPACKMAN**, Interim Director
Department of Water Resources

WATER RIGHT NO. 51-13005 WATER SUPPLY BANK LEASE ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: M & W KMA LLC
826 S 1700 E
EDEN ID 83325
(208) 825-5117

Priority Date: 12/17/1957

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.39 CFS	189.6 AFY
Total:			0.39 CFS	189.6 AFY

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SE¼SW¼ Sec. 1 Twp 10S Rge 12E TWIN FALLS County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	12E	30													14				14
10S	12E	2		3.2		1.0								6.3	2.9	4.3	7.5	8.2	33.4

Total Acres: 47.4 AC

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Acres</u>	<u>Annual Volume</u>
51-13005, 51-13006, 51-13011 AND 51-13014	47.4 AC	189.6 AF

CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease.
5. While a water right is in the bank, forfeiture provisions are stayed.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.

**WATER RIGHT NO. 51-13005
WATER SUPPLY BANK LEASE ACCEPTANCE**

CONDITIONS OF ACCEPTANCE

7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
9. In accordance with Idaho Code § 42-248 and 42-1409(6), all owners of water rights are required to notify the department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. Upon acceptance of a water right into the Board's water supply bank, the owner of the right may withdraw the right within thirty (30) days of acceptance into the bank if the owner does not agree with the conditions of acceptance.

The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 18th day of October, 2010

for Monica Van Buren
GARY SPACKMAN, Interim Director
Department of Water Resources

**WATER RIGHT NO. 51-13006
WATER SUPPLY BANK LEASE ACCEPTANCE**

The water right or portion thereof leased to the bank is described as follows:

Lessor: M & W KMA LLC
826 S 1700 E
EDEN ID 83325
(208) 825-5117

Priority Date: 11/21/1960

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.31 CFS	189.6 AFY
	Total:		0.31 CFS	189.6 AFY

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SE¼SW¼ Sec. 2 Twp 10S Rge 12E TWIN FALLS County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	12E	30													14				14
10S	12E	2		3.2		1.0								6.3	2.9	4.3	7.5	8.2	33.4

Total Acres: 47.4 AC

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Acres</u>	<u>Annual Volume</u>
51-13005, 51-13006, 51-13011 AND 51-13014	47.4 AC	189.6 AF

CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease.
5. While a water right is in the bank, forfeiture provisions are stayed.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.

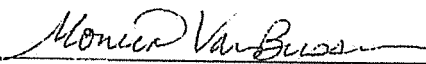
WATER RIGHT NO. 51-13006
WATER SUPPLY BANK LEASE ACCEPTANCE

CONDITIONS OF ACCEPTANCE

7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
9. In accordance with Idaho Code § 42-248 and 42-1409(6), all owners of water rights are required to notify the department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. Upon acceptance of a water right into the Board's water supply bank, the owner of the right may withdraw the right within thirty (30) days of acceptance into the bank if the owner does not agree with the conditions of acceptance.

The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 18th day of October, 20 10


for GARY SPACKMAN, Interim Director
Department of Water Resources

**WATER RIGHT NO. 51-13007
WATER SUPPLY BANK LEASE ACCEPTANCE**

The water right or portion thereof leased to the bank is described as follows:

Lessor: STANDLEE FAMILY LTD PARTNERSHIP
826 S 1700 E
EDEN ID 83325
(208) 825-5117

Priority Date: 05/22/1968

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	to 12/01	0.85 CFS	169.2 AFY
	Total:		0.85 CFS	169.2 AFY

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SE¼SE¼ Sec. 1 Twp 10S Rge 12E TWIN FALLS County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	13E	19									9.1			7.8			8.1		25.0
09S	13E	30		9.0			8.3												17.3

Total Acres: 42.3 AC

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Rate</u>
51-13007 and 51-13008	1.79 CFS

CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease.
5. While a water right is in the bank, forfeiture provisions are stayed.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.

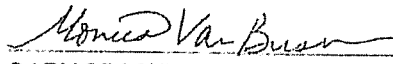
**WATER RIGHT NO. 51-13007
WATER SUPPLY BANK LEASE ACCEPTANCE**

CONDITIONS OF ACCEPTANCE

7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
9. In accordance with Idaho Code § 42-248 and 42-1409(6), all owners of water rights are required to notify the department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. Upon acceptance of a water right into the Board's water supply bank, the owner of the right may withdraw the right within thirty (30) days of acceptance into the bank if the owner does not agree with the conditions of acceptance.

The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 18th day of October, 2010


for GARY SPACKMAN, Interim Director
Department of Water Resources

**WATER RIGHT NO. 51-13008
WATER SUPPLY BANK LEASE ACCEPTANCE**

The water right or portion thereof leased to the bank is described as follows:

Lessor: STANDLEE FAMILY LTD PARTNERSHIP
826 S 1700 E
EDEN ID 83325
(208) 825-5117

Priority Date: 07/24/1968

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	1.70 CFS	377.2 AFY
Total:			1.70 CFS	377.2 AFY

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SE¼SE¼ Sec. 1 Twp 10S Rge 12E TWIN FALLS County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	12E	24	6.5			7.1									8.0				21.6
09S	13E	19		9.8	9.1		26.4	0.3	0.4	26.7									72.7

Total Acres: 94.3 AC

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Rate</u>
51-13007 and 51-13008	1.79 CFS

CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease.
5. While a water right is in the bank, forfeiture provisions are stayed.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.

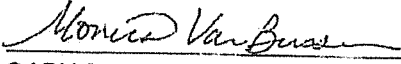
**WATER RIGHT NO. 51-13008
WATER SUPPLY BANK LEASE ACCEPTANCE**

CONDITIONS OF ACCEPTANCE

7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
9. In accordance with Idaho Code § 42-248 and 42-1409(6), all owners of water rights are required to notify the department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. Upon acceptance of a water right into the Board's water supply bank, the owner of the right may withdraw the right within thirty (30) days of acceptance into the bank if the owner does not agree with the conditions of acceptance.
11. The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 18th day of October, 2010


for GARY SPACKMAN, Interim Director
Department of Water Resources

**WATER RIGHT NO. 51-13011
WATER SUPPLY BANK LEASE ACCEPTANCE**

The water right or portion thereof leased to the bank is described as follows:

Lessor: M & W KMA LLC
826 S 1700 E
EDEN ID 83325
(208) 825-5117

Priority Date: 12/17/1957

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.05 CFS	189.6 AFY
	Total:		0.05 CFS	189.6 AFY

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SE¼SW¼ Sec. 1 Twp 10S Rge 12E TWIN FALLS County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	12E	30													14				14
10S	12E	2		3.2		1.0								6.3	2.9	4.3	7.5	8.2	33.4

Total Acres: 47.4 AC

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Acres</u>	<u>Annual Volume</u>
51-13005, 51-13006, 51-13011 AND 51-13014	47.4 AC	189.6 AF

CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease.
5. While a water right is in the bank, forfeiture provisions are stayed.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.

**WATER RIGHT NO. 51-13011
WATER SUPPLY BANK LEASE ACCEPTANCE**

CONDITIONS OF ACCEPTANCE

7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
9. In accordance with Idaho Code § 42-248 and 42-1409(6), all owners of water rights are required to notify the department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. Upon acceptance of a water right into the Board's water supply bank, the owner of the right may withdraw the right within thirty (30) days of acceptance into the bank if the owner does not agree with the conditions of acceptance.

The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 18th day of October, 20 10


for GARY SPACKMAN, Interim Director
Department of Water Resources

**WATER RIGHT NO. 51-13014
WATER SUPPLY BANK LEASE ACCEPTANCE**

The water right or portion thereof leased to the bank is described as follows:

Lessor: M & W KMA LLC
826 S 1700 E
EDEN ID 83325
(208) 825-5117

Priority Date: 11/21/1960

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.03 CFS	189.6 AFY
	Total:		0.03 CFS	189.6 AFY

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SE¼SW¼ Sec. 2 Twp 10S Rge 12E TWIN FALLS County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	12E	30													14				14
10S	12E	2		3.2		1.0								6.3	2.9	4.3	7.5	8.2	33.4

Total Acres: 47.4 AC

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Acres</u>	<u>Annual Volume</u>
51-13005, 51-13006, 51-13011 AND 51-13014	47.4 AC	189.6 AF

CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease.
5. While a water right is in the bank, forfeiture provisions are stayed.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.

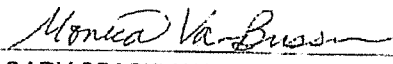
**WATER RIGHT NO. 51-13014
WATER SUPPLY BANK LEASE ACCEPTANCE**

CONDITIONS OF ACCEPTANCE

7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
9. In accordance with Idaho Code § 42-248 and 42-1409(6), all owners of water rights are required to notify the department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. Upon acceptance of a water right into the Board's water supply bank, the owner of the right may withdraw the right within thirty (30) days of acceptance into the bank if the owner does not agree with the conditions of acceptance.

The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 18th day of October, 20 10


for GARY SPACKMAN, Interim Director
Department of Water Resources

**WATER RIGHT NO. 51-13035
WATER SUPPLY BANK LEASE ACCEPTANCE**

The water right or portion thereof leased to the bank is described as follows:

Lessor: STANDLEE FAMILY LTD PARTNERSHIP
826 S 1700 E
EDEN ID 83325
(208) 825-5117

Priority Date: 11/21/1960

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.02 CFS	7.2 AFY
	Total:		0.02 CFS	7.2 AFY

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SE¼NE¼ Sec. 12 Twp 10S Rge 12E TWIN FALLS County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	12E	1							1.8										1.8

Total Acres: 1.8 AC

CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease.
5. While a water right is in the bank, forfeiture provisions are stayed.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.

**WATER RIGHT NO. 51-13035
WATER SUPPLY BANK LEASE ACCEPTANCE**

CONDITIONS OF ACCEPTANCE

9. In accordance with Idaho Code § 42-248 and 42-1409(6), all owners of water rights are required to notify the department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. Upon acceptance of a water right into the Board's water supply bank, the owner of the right may withdraw the right within thirty (30) days of acceptance into the bank if the owner does not agree with the conditions of acceptance.
11. This right when combined with Right No. 51-13037 shall provide no more than 0.02 cfs per acre.

The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 18th day of October, 20 10

for Monica Van Buren
GARY SPACKMAN, Interim Director
Department of Water Resources

**WATER RIGHT NO. 51-13037
WATER SUPPLY BANK LEASE ACCEPTANCE**

The water right or portion thereof leased to the bank is described as follows:

Lessor: STANDLEE FAMILY LTD PARTNERSHIP
826 S 1700 E
EDEN ID 83325
(208) 825-5117

Priority Date: 10/25/1951

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.02 CFS	7.2 AFY
	Total:		0.02 CFS	7.2 AFY

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SE¼SW¼ Sec. 1 Twp 10S Rge 12E TWIN FALLS County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	12E	1			16.7				1.8								16.0		34.5

Total Acres: 34.5 AC

CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, the lease term expires, or upon request from the lessor to change the term of the lease.
5. While a water right is in the bank, forfeiture provisions are stayed.
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.

WATER RIGHT NO. 51-13037

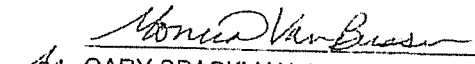
WATER SUPPLY BANK LEASE ACCEPTANCE

CONDITIONS OF ACCEPTANCE

9. In accordance with Idaho Code § 42-248 and 42-1409(6), all owners of water rights are required to notify the department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. Upon acceptance of a water right into the Board's water supply bank, the owner of the right may withdraw the right within thirty (30) days of acceptance into the bank if the owner does not agree with the conditions of acceptance.
11. This right when combined with Right No. 51-13035 shall provide no more than 0.02 cfs per acre.

The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 18th day of October, 2010


GARY SPACKMAN, Interim Director
Department of Water Resources