

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 18 2013

WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
~~55-13887~~ WP	Yes ☐	55-13892 LIL	Yes ☐		Yes ☐
~~55-13888~~ WP	Yes ☐	✓ 55-13893 LIL	Yes ☐		Yes ☐
~~55-13889~~ WP	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
LIL 55-13891	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Thomas Quintana

3. New Owner(s)/Claimant(s):

Name of current water right holder/claimant

Quintana Ranch Limited Partnership

Name of each new owner as listed on the conveyance document

1/6 Tim Quintana

New owner continued

Name connector

☐ and

☐ or

☐ and/or

3876 Hwy 95

Mailing address

Homedale

City

208-337-5587

Telephone

Id

State

ZIP

83628

tim.quintana@edwardjones.com

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: 5-4-06

6. 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.

SUPPORT DATA

IN FILE #

55-13891

7. Signature:

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

JA

Date

7/10/2013

Receipt No.

W041354

Receipt Amt.

\$75.00

Approved by

RS

Processed by

JA

Date

9/12/2013

SCANNED

SEP 16 2013

FILED

11:32 AM FEB 23 2013

FEB 23 2013

Charlotte Sherburn, Clerk

JAN EINK
Deputy Clerk

DAVID E. KERRICK, ISB #2565

1001 Blaine Street

Post Office Box 44

Caldwell, Idaho 83606

Telephone: (208) 459-4574

Facsimile: (208) 459-4573

Attorney for Applicant

RECEIVED

JUL 18 2013

WATER RESOURCES
WESTERN REGION

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE

In the Matter of the Estate of

THOMAS M. QUINTANA,

Deceased Person.

)
)
)
)
)
)

CASE NO. CV-2010-1414H

LETTER TESTAMENTARY

The Will of THOMAS M. QUINTANA, having been admitted to informal probate,
TIMOTHY M. QUINTANA is hereby appointed Personal Representative of the Estate.

WITNESS: DAN C. GROBEF, Magistrate of the District Court, County
of Owyhee, State of Idaho, with the seal of the Court affixed the _____ day of February, 2010.

DAN C. GROBEF

MAGISTRATE

LETTERS TESTAMENTARY - 1

STATE OF IDAHO }
County of Owyhee } ss.

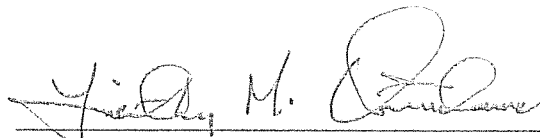
I hereby certify that the foregoing instrument
is a true and correct copy of the original on file
in this office.

Date 2/3 2010
Charlotte Sherburn, Clerk of the District Court

[Signature]
Deputy Clerk

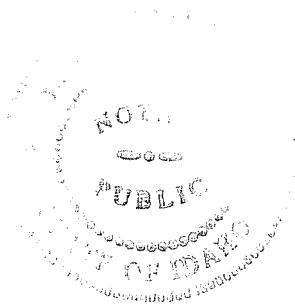
STATE OF IDAHO)
 : ss.
County of Canyon)

I, TIMOTHY M. QUINTANA, hereby accept the duties of Personal Representative of the Estate of THOMAS M. QUINTANA, deceased, and do solemnly swear that I will perform, according to law, the duties of Personal Representative of the Estate of THOMAS M. QUINTANA, Deceased.



TIMOTHY M. QUINTANA
Personal Representative

SUBSCRIBED AND SWORN To before me this 3^d day of February, 2010.





Notary Public for Idaho
Residing at: Caldwell, Idaho
My Commission Expires: 4/1/12

DAVID E. KERRICK, ISB #2565
1001 Blaine Street
Post Office Box 44
Caldwell, Idaho 83606
Telephone: (208) 459-4574
Facsimile: (208) 459-4573

Attorney for Personal Representative

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE

In the Matter of the Estate of	)	CASE NO. CV-2010-1414H
	)	
THOMAS M. QUINTANA,	)	NOTICE TO HEIRS AND DEVISEES
	)	
Deceased Person.	)	
	)	

To the heirs and devisees of the above entitled estate:

1. The decedent, THOMAS M. QUINTANA, died on or about January 27, 2010.
2. You have or may have an interest in the estate of the decedent by reason of the fact that you are an heir and/or devisee of said decedent.
3. TIMOTHY M. QUINTANA, whose address is 3876 Highway 95, Homedale, Idaho, 83628, was appointed Personal Representative of said estate on the 3rd day of February, 2010, and filed no bond.

///

///

NOTICE TO HEIRS AND DEVISEES - 1

COPY

FILED
11:01 A.M. FEB 11 2011

Charlotte Sherburn, Clerk

JAN FINE
Deputy Clerk

LAST WILL AND TESTAMENT

OF

THOMAS M. QUINTANA

I, THOMAS M. QUINTANA, of Owyhee County, State of Idaho, over the age of eighteen years, being of sound and disposing mind and memory, and not acting under duress, menace, fraud, or the undue influence of any person whomsoever, do make, publish and declare this my Last Will and Testament, in the manner following, that is to say:

ARTICLE FIRST

I direct that the disposition of my remains be made with proper regard to my station in life and the circumstances of my estate.

ARTICLE SECOND

I direct that the Personal Representative of my estate, hereinafter named, pay my funeral expenses and the expenses of my last illness and all of my just debts and obligations. I further direct that all taxes levied by the United States of America, or any state, upon my estate or upon the inheritances by the devisees hereunder shall be paid, insofar as possible, out of the assets of my estate.

ARTICLE THIRD

I hereby acknowledge and assert:

1. That I am a widower.

Thomas M. Quintana

2. That I have three (3) children, whose names are LAZARO T. QUINTANA, SHERYL D. RHOADES, and TIMOTHY M. QUINTANA.

ARTICLE FOURTH

That it is my intention by this Will to dispose of all my property, real, personal and mixed, including any and all property of whatever nature acquired after the execution of this Will wherever situated.

ARTICLE FIFTH

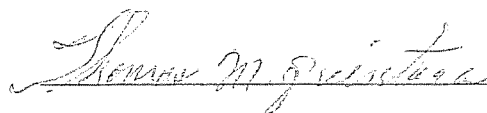
I hereby give, devise and bequeath to TIMOTHY M. QUINTANA all of the general partner interest in the QUINTANA RANCH LIMITED PARTNERSHIP owned by me at the time of my death, currently consisting of six percent (6%) ownership.

ARTICLE SIXTH

I hereby give, devise and bequeath to the DELORIS J. QUINTANA TESTAMENTARY TRUST all of the limited partner interest in the QUINTANA RANCH LIMITED PARTNERSHIP owned by me at the time of my death, currently consisting of ninety-four percent (94%) ownership.

ARTICLE SEVENTH

I hereby give, devise and bequeath all the rest and residue of my property of whatsoever kind or nature to my said three (3) children, LAZARO T. QUINTANA, SHERYL D. RHOADES and TIMOTHY M. QUINTANA, in equal shares, share and share alike, per stirpes, so that there will be one share for each child of mine then living or then dead and survived by issue.



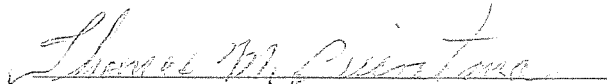
ARTICLE EIGHTH

I hereby nominate and appoint my son, TIMOTHY M. QUINTANA, as the Personal Representative of my estate. In the event he is unable or unwilling to serve, then I hereby nominate and appoint my daughter, SHERYL D. RHOADES, as my alternate Personal Representative. My Personal Representative shall serve without bond.

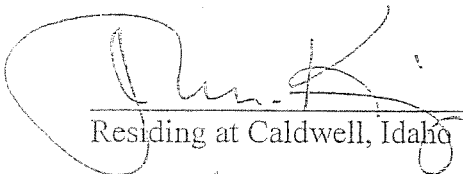
ARTICLE LASTLY

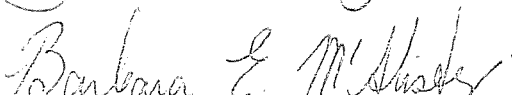
I hereby revoke all former Wills and testamentary dispositions by me at any time heretofore made.

IN WITNESS WHEREOF, I, THOMAS M. QUINTANA have hereunto set my hand and seal at Caldwell, Idaho, this 13th day of November, 2008, in the presence of Jan M. King and Barbara E. McAlister, whom I have requested to become attesting witnesses.


THOMAS M. QUINTANA

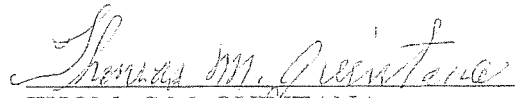
WITNESSES:


Residing at Caldwell, Idaho

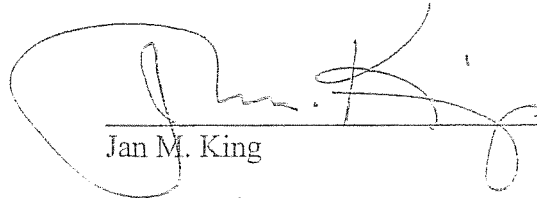

Residing at Nampa, Idaho

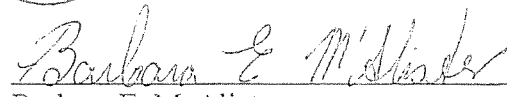
STATE OF IDAHO)
 : SS.
County of Canyon)

I, THOMAS M. QUINTANA, the testator, sign my name to this instrument this 13th day of November, 2008, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last Will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

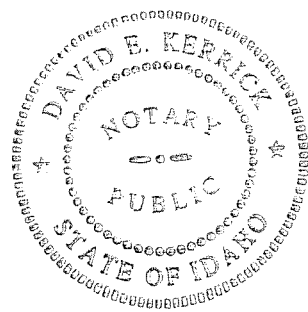

THOMAS M. QUINTANA

We, Jan M. King and Barbara E. McAlister, the witnesses, sign our names to this instrument as being first duly sworn, do hereby declare to the undersigned authority that the testator signs and executes this instrument as his last Will and that he signs it willingly, and that each of us, in the presence and hearing of the testator hereby signs this Will as witness to the testator's signing and that to the best of our knowledge, the testator is eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.


Jan M. King


Barbara E. McAlister

Subscribed, sworn to and acknowledged before me by THOMAS M. QUINTANA, the testator, and subscribed and sworn to before me by Jan M. King and Barbara E. McAlister, witnesses on this 13th day of November, 2008.




Notary Public for Idaho
Residing at: Caldwell, Idaho
My Commission Expires: 4/1/2012

RECEIVED

JUL 18 2013

WATER RESOURCES
WESTERN REGION

04-01-2013

IDAHO DEPARTMENT OF WATER RESOURCES
Water Permit Report 55-13893

WATER RIGHT NUMBER: 55-13893

Owner Type: Name and Address
Current Owner THOMAS QUINTANA
3824 US HWY 95
HOMEDALE, ID 83628
(208)337-3489

Priority Date: 12/23/2008

Status: Active

Source: OLD MAN CREEK Tributary: BIG BOULDER CREEK

<u>Beneficial Use:</u>	<u>From / To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER STORAGE	01/01 to 12/31		2.00 AF
	<u>Total Diversion</u>		2.00 AF

Location of Point(s) of Diversion:

OLD MAN CREEK NWSE Sec. 1, Twp 07S, Rge 05W B.M. OWYHEE County

Place of Use:

STOCKWATER STORAGE within OWYHEE County

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S	05W	1																	X

Conditions of Approval:

1. 26A Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.
2. 004 This right does not grant any right-of-way or easement across the land of another.
3. X02 Stockwater use is for 100 range cattle.
4. Storage is for one pond not to exceed a total capacity of 1 acre feet and a total surface area of 0.25 acres.

Comments:

1. jhersley 4/9/2009 8:13:05 AM POD
Comment: Updated Shape
2. jhersley 4/9/2009 8:14:10 AM POU
Comment: Updated Shape

Dates and Other Information:

Permit Proof Due Date: 4/1/2014
Permit Proof Made Date: 8/3/2009
Permit Approved Date: 4/13/2009
Mitigation Plan: False
Combined Use Limits: N/A
SubCase: N/A
Water Supply Bank: N/A





SW

Creek

55-13893

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

04-01-2013

IDAHO DEPARTMENT OF WATER RESOURCES
Water Permit Report 55-13891

WATER RIGHT NUMBER: 55-13891

Owner Type: Name and Address
Current Owner THOMAS QUINTANA
3824 US HWY 95
HOMEDALE, ID 83628
(208)337-3489

Priority Date: 12/5/2008

Status: Active

Source: DEER CREEK Tributary: BOULDER CREEK

<u>Beneficial Use:</u>	<u>From / To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER STORAGE	01/01 to 12/31		20.00 AF
	<u>Total Diversion</u>		20.00 AF

Location of Point(s) of Diversion:

DEER CREEK	NESE	Sec. 24, Twp 06S, Rge 04W B.M. OWYHEE County
DEER CREEK	NENE	Sec. 25, Twp 06S, Rge 04W B.M. OWYHEE County

Place of Use:

STOCKWATER STORAGE within OWYHEE County

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	04W	24													X				
06S	04W	25	X																

Conditions of Approval:

1. 26A Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.
2. 004 This right does not grant any right-of-way or easement across the land of another.
3. X02 Stockwater use is for 500 range cattle.
4. Storage if for two(2) ponds not to exceed a total capacity of 10 acre feet and a total surface area of 2.5 acres.

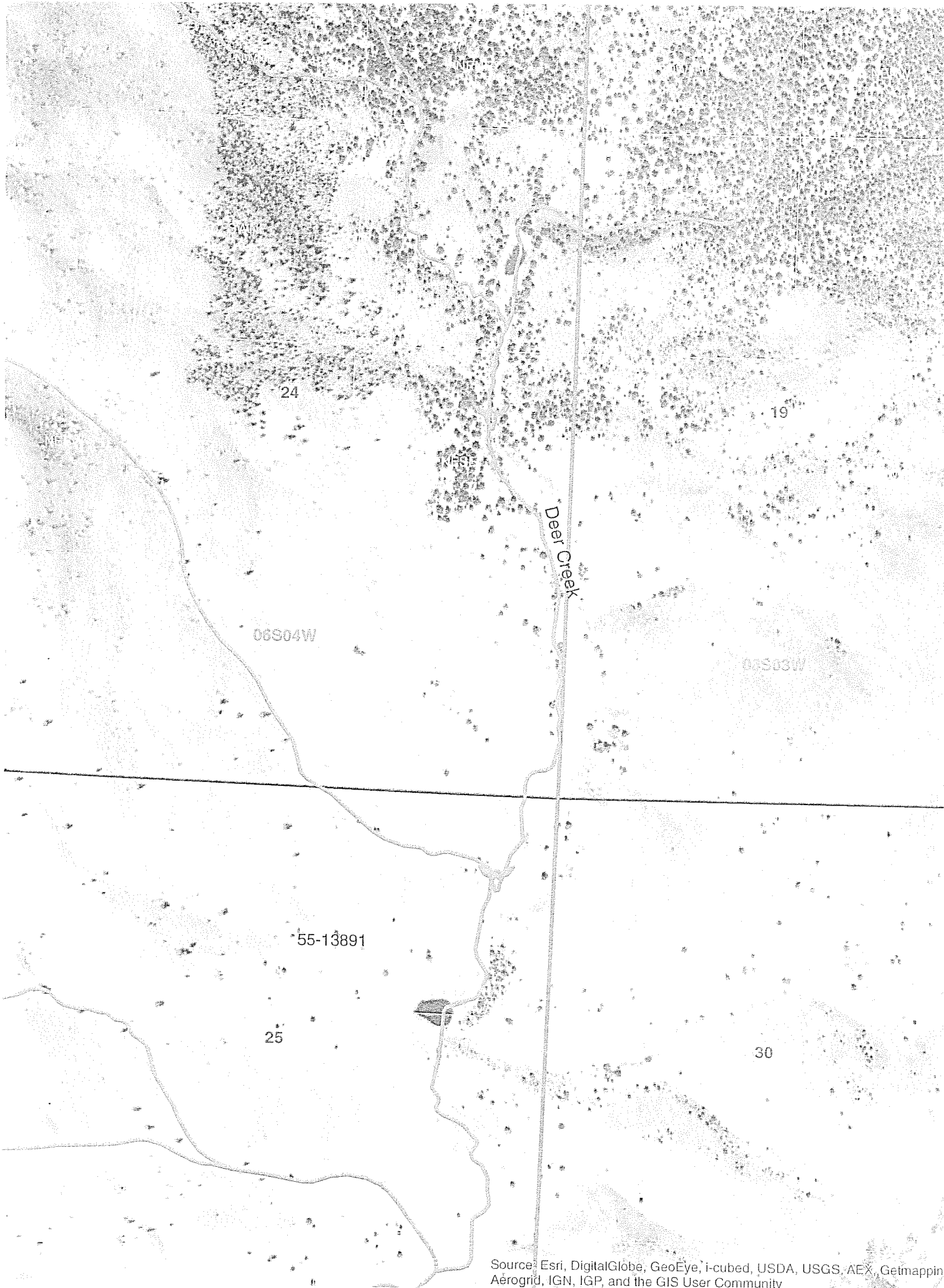
Comments:

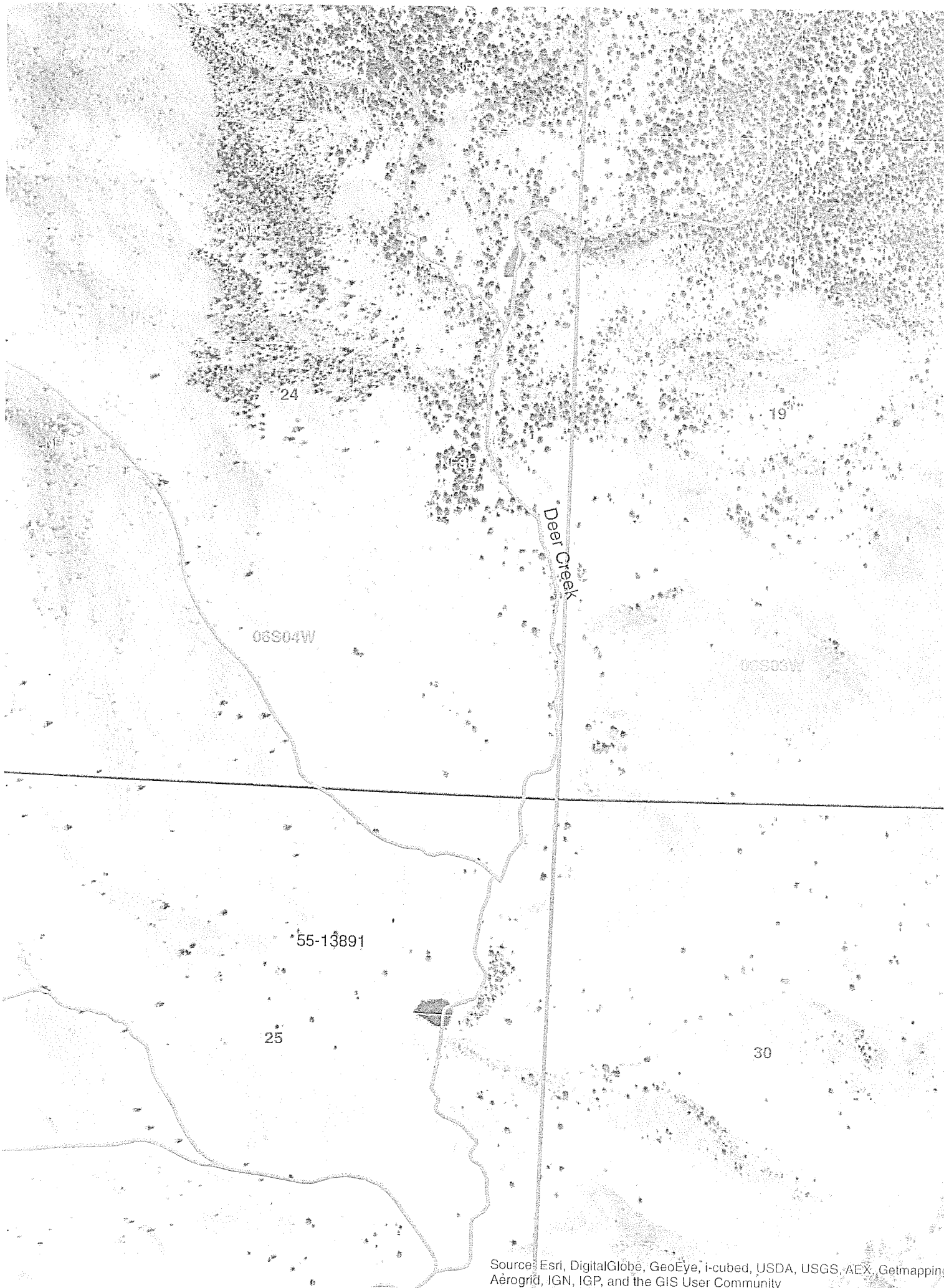
1. jhersley 4/9/2009 8:31:38 AM POD
Comment: Updated Shape
2. jhersley 4/9/2009 8:32:45 AM POD
Comment: Updated Shape
3. jhersley 4/9/2009 8:35:01 AM POU
Comment: Updated Shape

Dates and Other Information:

Permit Proof Due Date: 4/30/2010
Permit Proof Made Date: 8/3/2009
Permit Approved Date: 4/13/2009

Mitigation Plan: False
Combined Use Limits: N/A
SubCase: N/A
Water Supply Bank: N/A





Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

04-01-2013

IDAHO DEPARTMENT OF WATER RESOURCES
Water Permit Report 55-13892

WATER RIGHT NUMBER: 55-13892

Owner Type: Name and Address
Current Owner THOMAS QUINTANA
3824 US HWY 95
HOMEDALE, ID 83628
(208)337-3489

Priority Date: 12/23/2008

Status: Active

Source: UNNAMED STREAM Tributary: OLD MAN CREEK

<u>Beneficial Use:</u>	<u>From / To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER STORAGE	01/01 to 12/31		8.00 AF
	<u>Total Diversion</u>		8.00 AF

Location of Point(s) of Diversion:

UNNAMED STREAM L2(SWNW) Sec. 7, Twp 07S, Rge 04W B.M. OWYHEE County

Place of Use:

STOCKWATER STORAGE within OWYHEE County

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S	04W	7							X										
									L2										

Conditions of Approval:

1. 26A Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.
2. 004 This right does not grant any right-of-way or easement across the land of another.
3. X02 Stockwater use is for 100 range cattle.
4. Storage is for one pond not to exceed a total capacity of 4 acre feet and a total surface area of 1 acre.

Comments:

1. jhersley 4/9/2009 8:21:06 AM POD
Comment: Updated Shape
2. jhersley 4/9/2009 8:22:13 AM POU
Comment: Updated Shape

Dates and Other Information:

Permit Proof Due Date: 4/1/2014
Permit Proof Made Date: 8/3/2009
Permit Approved Date: 4/13/2009
Mitigation Plan: False
Combined Use Limits: N/A
SubCase: N/A
Water Supply Bank: N/A



04-01-2013

IDAHO DEPARTMENT OF WATER RESOURCES
Water Permit Report 55-13889

WATER RIGHT NUMBER: 55-13889

Owner Type: Name and Address
Current Owner THOMAS QUINTANA
3824 US HWY 95
HOMEDALE, ID 83628
(208)337-3489

Priority Date: 10/17/2008

Status: Active

Source: UNNAMED STREAM Tributary: DEER CREEK

<u>Beneficial Use:</u>	<u>From / To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER STORAGE	01/01 to 12/31		4.10 AF
	<u>Total Diversion</u>		4.10 AF

Location of Point(s) of Diversion:

UNNAMED STREAM	NENW	Sec. 36, Twp 06S, Rge 04W B.M. OWYHEE County
UNNAMED STREAM	SESW	Sec. 25, Twp 06S, Rge 04W B.M. OWYHEE County

Place of Use:

STOCKWATER STORAGE within OWYHEE County

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	04W	25																	
06S	04W	36																	

Conditions of Approval:

- 26A Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.
- 004 This right does not grant any right-of-way or easement across the land of another.
- X02 Stockwater use is for 100 range cattle.
- Storage is for one pond not to exceed a total capacity of 2.3 acre feet and a total surface area of 0.5 acres.

Comments:

- jhersley 4/9/2009 8:46:44 AM POD
Comment: Updated Shape
- jhersley 4/9/2009 8:48:43 AM POD
Comment: Updated Shape
- jhersley 4/9/2009 8:49:56 AM POU
Comment: Updated Shape

Dates and Other Information:

Permit Proof Due Date: 4/1/2014
Permit Approved Date: 4/13/2009
Mitigation Plan: False

Combined Use Limits: N/A
SubCase: N/A
Water Supply Bank: N/A



04-01-2013

IDAHO DEPARTMENT OF WATER RESOURCES
Water Permit Report 55-13888

WATER RIGHT NUMBER: 55-13888

Owner Type: Name and Address
Current Owner THOMAS QUINTANA
3824 US HWY 95
HOMEDALE, ID 83628
(208)337-3489

Priority Date: 10/17/2008

Status: Active

Source: UNNAMED STREAM Tributary: DEER CREEK

<u>Beneficial Use:</u>	<u>From / To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER STORAGE	01/01 to 12/31		4.10 AF
	<u>Total Diversion</u>		4.10 AF

Location of Point(s) of Diversion:

UNNAMED STREAM SWSE Sec. 18, Twp 06S, Rge 03W B.M. OWYHEE County

Place of Use:

STOCKWATER STORAGE within OWYHEE County

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	03W	18																	X

Conditions of Approval:

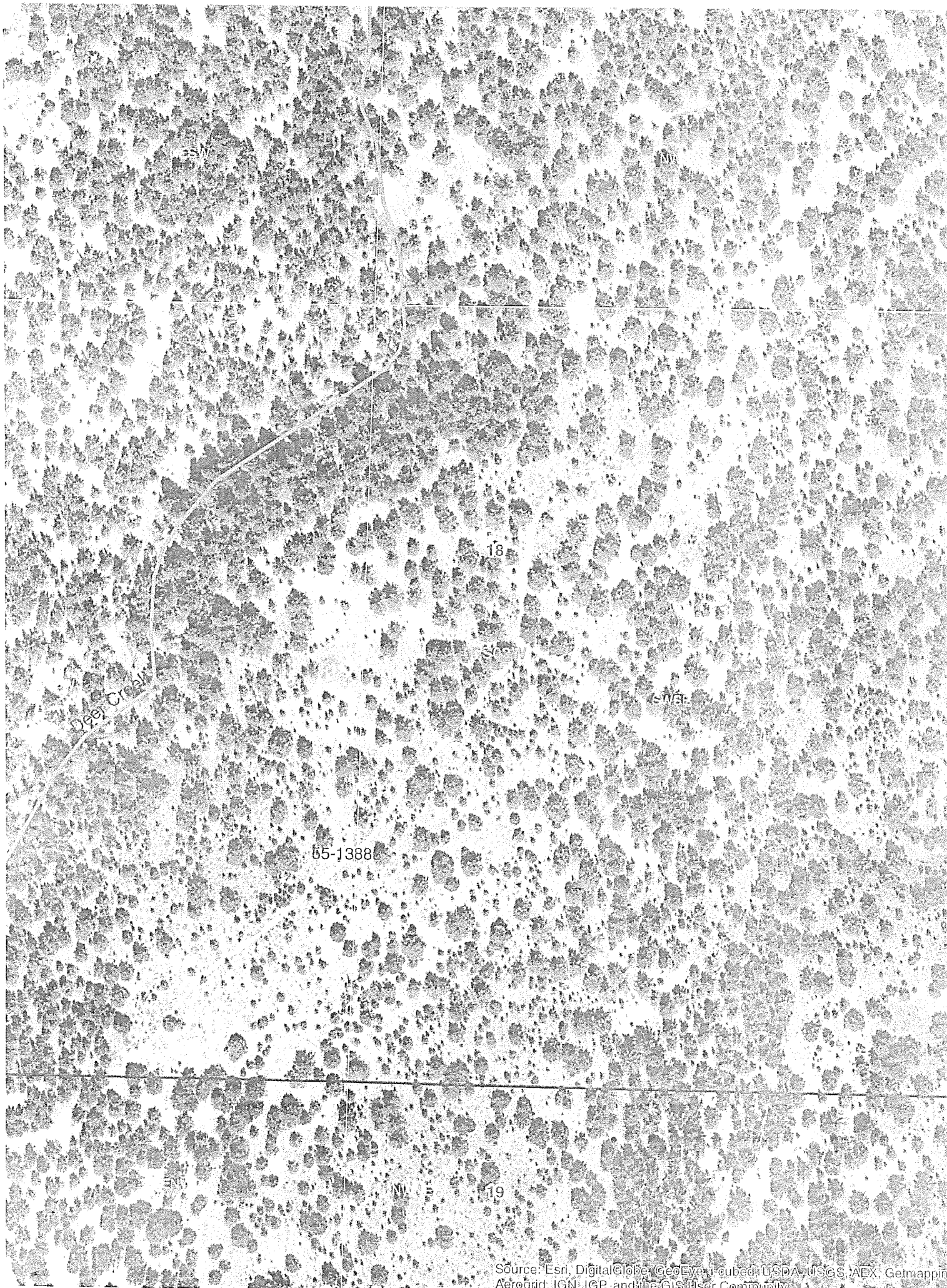
- 26A Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.
- 004 This right does not grant any right-of-way or easement across the land of another.
- X02 Stockwater use is for 100 range cattle.
- Storage is for one pond not to exceed a total capacity of 2.3 acre feet and a total surface area of 0.5 acres.

Comments:

- jhersley 4/9/2009 7:47:27 AM POD
Comment: Updated Shape
- jhersley 4/9/2009 7:48:30 AM POU
Comment: Updated Shape

Dates and Other Information:

Permit Proof Due Date: 4/1/2014
Permit Approved Date: 4/13/2009
Mitigation Plan: False
Combined Use Limits: N/A
SubCase: N/A
Water Supply Bank: N/A



04-01-2013

IDAHO DEPARTMENT OF WATER RESOURCES
Water Permit Report 55-13887

WATER RIGHT NUMBER: 55-13887

Owner Type: Name and Address
Current Owner THOMAS QUINTANA
3824 US HWY 95
HOMEDALE, ID 83628
(208)337-3489

Priority Date: 12/23/2008

Status: Active

Source: UNNAMED STREAM Tributary: MAMMOTH CREEK

<u>Beneficial Use:</u>	<u>From / To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER STORAGE	01/01 to 12/31		2.50 AF
	<u>Total Diversion</u>		2.50 AF

Location of Point(s) of Diversion:

UNNAMED STREAM NWSE Sec. 29, Twp 06S, Rge 03W B.M. OWYHEE County

Place of Use:

STOCKWATER STORAGE within OWYHEE County

			NE				NW				SW				SE				Totals
Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	03W	29																	X

Conditions of Approval:

- 26A Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.
- 004 This right does not grant any right-of-way or easement across the land of another.
- X02 Stockwater use is for 100 range cattle.
- Storage is for one pond not to exceed a total capacity of 1.5 acre feet and a total surface area of 0.25 acres.
- Point of diversion and place of use located solely on Quintana property: NWSE, Section 29, Township 06S, Range 03W.

Comments:

- jhersley 4/28/2009 10:47:15 AM POD
Comment: Updated Shape
- jhersley 4/28/2009 10:48:23 AM POU
Comment: Updated Shape

Dates and Other Information:

Permit Proof Due Date: 5/1/2014
Permit Approved Date: 4/30/2009
Mitigation Plan: False
Combined Use Limits: N/A
SubCase: N/A
Water Supply Bank: N/A



04-01-2013

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 55-4029

WATER RIGHT NUMBER: 55-4029

Owner Type: Name and Address
Current Owner QUINTANA SHEEP CO
C/O TOM OR DELORIS J QUINTANA
HOMEDALE, ID 83628-3496
(208)583-2582

Priority Date: 6/1/1884

Basis: Decreed

Status: Active

<u>Beneficial Use:</u>	<u>From / To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 10/31	0.500 CFS	
STOCKWATER	1/01 to 12/31	0.090 CFS	
	<u>Total Diversion</u>	0.590 CFS	

Place of Use:

IRRIGATION within Owyhee County

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	05W	25					7.0	3.0											10
06S	05W	26				15.0													15
Total Acres:																			25.0

STOCKWATER Same as IRRIGATION

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. N05 THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. N08 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4. STOCKWATER, 350 RANGE CATTLE, 60 SHEEP, 12 HORSES

Comments:

1. AJU10-DS 3/4/1998 12:00:00 AM AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) H03 H04 ADDED IF NOT ALREADY PART OF RECORD THRU
2. AJU21-JS 6/10/1998 12:00:00 AM AJU21 CONDITION UPDATE
Comment: DELETED CONDITION CODE(S) H03 H04
3. AJU10-DS 6/25/1998 12:00:00 AM AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) A07 ADDED IF NOT ALREADY PART OF RECORD THRU
4. AJU21-DS 11/19/1998 12:00:00 AM AJU21 CONDITION UPDATE
Comment: DELETED CONDITION CODE(S) A07

5. AJU10-DS 11/19/1998 12:00:00 AM AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) C17 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.

Dates and Other Information:

Decreed Date: 1/27/1999
State or Federal: S
Civil Case Number: 39576
Judicial District: FIFTH
Mitigation Plan: False
Combined Use Limits: N/A
SubCase: N/A
Water Supply Bank: N/A

04-01-2013

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 55-4029 V1

WATER RIGHT NUMBER: 55-4029 V1

Owner Type: Name and Address
Current Owner QUINTANA SHEEP CO
C/O TOM OR DELORIS J QUINTANA
HOMEDALE, ID 83628-3496
(208)583-2582

Priority Date: 6/1/1884

Basis: Beneficial Use

Status: Closed

<u>Beneficial Use:</u>	<u>From / To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 10/31	0.500 CFS	
STOCKWATER	1/01 to 12/31	0.090 CFS	
	<u>Total Diversion</u>	0.590 CFS	

Place of Use:

IRRIGATION within OWYHEE County

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	05W	25						7.0	3.0										10
06S	05W	26				15.0													15
Total Acres: 25.0																			

STOCKWATER Same as IRRIGATION

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. N05 THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. N08 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4. STOCKWATER, 350 RANGE CATTLE, 60 SHEEP, 12 HORSES

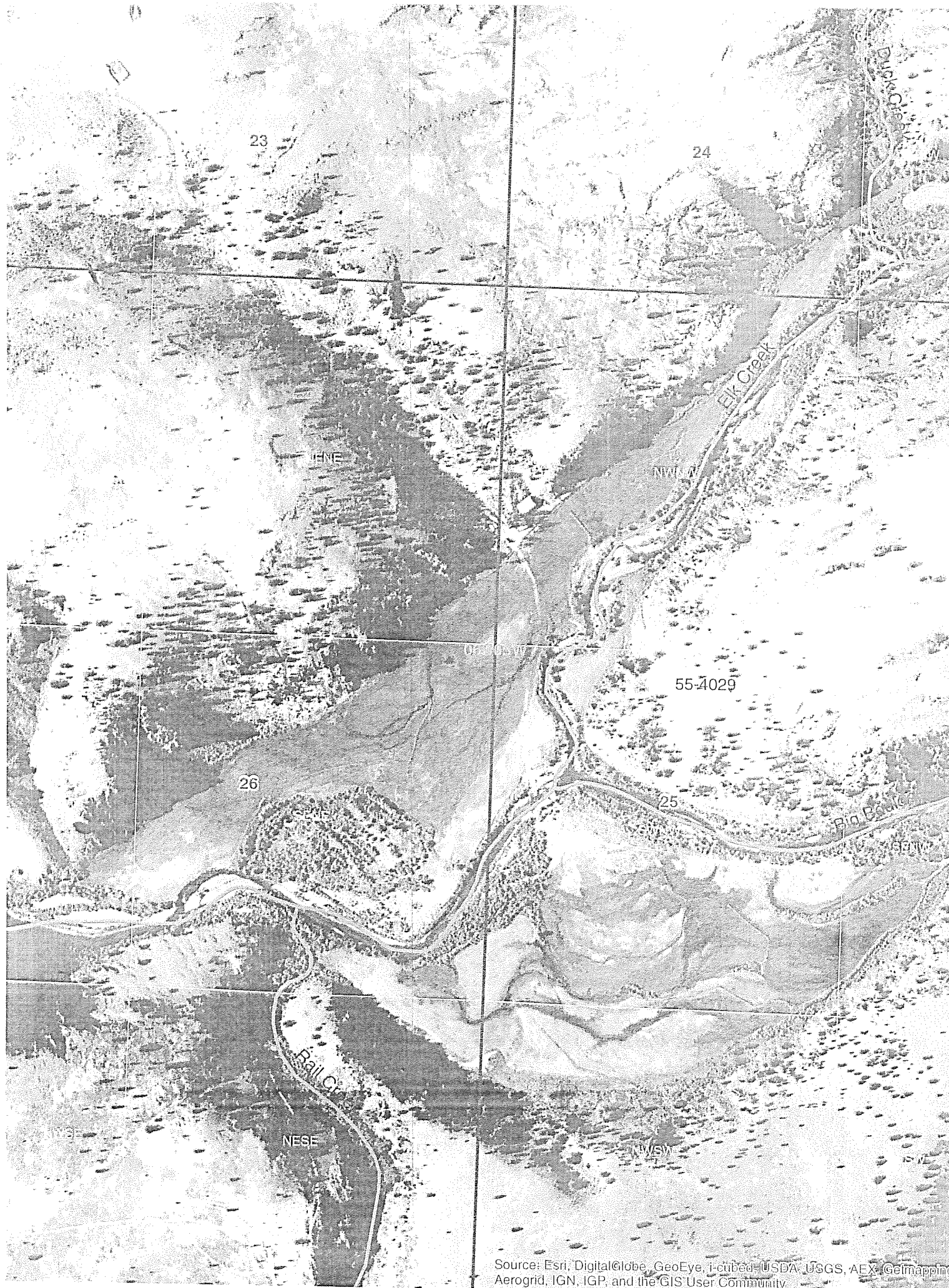
Comments:

1. AJU10-DS 3/4/1998 12:00:00 AM AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) H03 H04 ADDED IF NOT ALREADY PART OF RECORD THRU
2. AJU21-JS 6/10/1998 12:00:00 AM AJU21 CONDITION UPDATE
Comment: DELETED CONDITION CODE(S) H03 H04
3. AJU10-DS 6/25/1998 12:00:00 AM AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) A07 ADDED IF NOT ALREADY PART OF RECORD THRU
4. AJU21-DS 11/19/1998 12:00:00 AM AJU21 CONDITION UPDATE
Comment: DELETED CONDITION CODE(S) A07

5. AJU10-DS 11/19/1998 12:00:00 AM AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) C17 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.

Dates and Other Information:

Claim Date Received: 01/19/1989
Decreed Date: 01/27/1999
Civil Case Number: 39576
Judicial District: FIFTH
Notice of Error Flag: NONE RECEIVED
State or Federal: S
Mitigation Plan: False
Combined Use Limits: N/A
SubCase: N/A
Water Supply Bank: N/A



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

04-01-2013

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 55-4028

WATER RIGHT NUMBER: 55-4028

Owner Type: Name and Address
Current Owner QUINTANA SHEEP CO
C/O TOM OR DELORIS J QUINTANA
HOMEDALE, ID 83628-3496
(208)583-2582

Priority Date: 6/1/1884

Basis: Decreed

Status: Active

Source: BIG BOULDER CREEK
Tributary: JORDAN CREEK

<u>Beneficial Use:</u>	<u>From / To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 10/31	1.580 CFS	
STOCKWATER	1/01 to 12/31	0.090 CFS	
	<u>Total Diversion</u>	1.670 CFS	

Location of Point(s) of Diversion:

BIG BOULDER CREEK	SWSE	Sec. 25, Twp 06S, Rge 05W B.M. OWYHEE County
BIG BOULDER CREEK	NWNE	Sec. 31, Twp 06S, Rge 04W B.M. OWYHEE County
BIG BOULDER CREEK	NENW	Sec. 31, Twp 06S, Rge 04W B.M. OWYHEE County
BIG BOULDER CREEK	NESW	Sec. 25, Twp 06S, Rge 05W B.M. OWYHEE County

Place of Use:

IRRIGATION within OWYHEE County

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	04W	30											20.0	8.0					28
													L4						
06S	04W	31						18.0											18
								L1											
06S	05W	25							16.0	9.0	7.0		1.0						33
Total Acres: 79.0																			

STOCKWATER Same as IRRIGATION

Conditions of Approval:

- C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
- N05 THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.

3. N08 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4. STOCKWATER, 350 RANGE CATTLE, 60 SHEEP, 12 HORSES

Comments:

1. AJU10-DS 3/4/1998 12:00:00 AM AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) H03 H04 ADDED IF NOT ALREADY PART OF RECORD THRU
2. AJU21-JS 6/10/1998 12:00:00 AM AJU21 CONDITION UPDATE
Comment: DELETED CONDITION CODE(S) H03 H04
3. AJU10-DS 6/25/1998 12:00:00 AM AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) A07 ADDED IF NOT ALREADY PART OF RECORD THRU
4. AJU21-DS 11/19/1998 12:00:00 AM AJU21 CONDITION UPDATE
Comment: DELETED CONDITION CODE(S) A07
5. AJU10-DS 11/19/1998 12:00:00 AM AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) C17 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.

Dates and Other Information:

Decreed Date: 1/27/1999
State or Federal: S
Civil Case Number: 39576
Judicial District: FIFTH
Mitigation Plan: False
Combined Use Limits: N/A
SubCase: N/A
Water Supply Bank: N/A

04-01-2013

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 55-4028 V1

WATER RIGHT NUMBER: 55-4028 V1

Owner Type: Name and Address
Current Owner QUINTANA SHEEP CO
C/O TOM OR DELORIS J QUINTANA
HOMEDALE, ID 83628-3496
(208)583-2582

Priority Date: 6/1/1884
Basis: Beneficial Use
Status: Closed

Source: BIG BOULDER CREEK
Tributary: JORDAN CREEK

<u>Beneficial Use:</u>	<u>From / To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 10/31	1.580 CFS	
STOCKWATER	1/01 to 12/31	0.090 CFS	
	<u>Total Diversion</u>	1.670 CFS	

Location of Point(s) of Diversion:

BIG BOULDER CREEK	SWSE	Sec. 25, Twp 06S, Rge 05W B.M. OWYHEE County
BIG BOULDER CREEK	NWNE	Sec. 31, Twp 06S, Rge 04W B.M. OWYHEE County
BIG BOULDER CREEK	NENW	Sec. 31, Twp 06S, Rge 04W B.M. OWYHEE County
BIG BOULDER CREEK	NESW	Sec. 25, Twp 06S, Rge 05W B.M. OWYHEE County

Place of Use:

IRRIGATION within OWYHEE County

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	04W	30											20.0	8.0					28
													L4						
06S	04W	31						18.0											18
								L1											
06S	05W	25							16.0		9.0	7.0		1.0					33
Total Acres:																			79.0

STOCKWATER Same as IRRIGATION

Conditions of Approval:

- C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
- N05 THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.

3. N08 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4. STOCKWATER, 350 RANGE CATTLE, 60 SHEEP, 12 HORSES

Comments:

1. AJU10-DS 3/4/1998 12:00:00 AM AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) H03 H04 ADDED IF NOT ALREADY PART OF RECORD THRU
2. AJU21-JS 6/10/1998 12:00:00 AM AJU21 CONDITION UPDATE
Comment: DELETED CONDITION CODE(S) H03 H04
3. AJU10-DS 6/25/1998 12:00:00 AM AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) A07 ADDED IF NOT ALREADY PART OF RECORD THRU
4. AJU21-DS 11/19/1998 12:00:00 AM AJU21 CONDITION UPDATE
Comment: DELETED CONDITION CODE(S) A07
5. AJU10-DS 11/19/1998 12:00:00 AM AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) C17 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.

Dates and Other Information:

Claim Date Received: 01/19/1989
Decreed Date: 01/27/1999
Civil Case Number: 39576
Judicial District: FIFTH
Notice of Error Flag: NONE RECEIVED
State or Federal: S
Mitigation Plan: False
Combined Use Limits: N/A
SubCase: N/A
Water Supply Bank: N/A



STATE OF IDAHO

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS

RECEIVED
JUL 18 2010
WATER RESOURCES
WESTERN REGION

DATE FILED BY STATE REGISTRAR:

CERTIFICATE OF DEATH

STATE FILE NO.

Local Reg. No. **3-003**

DECEDENT TYPE OR PRINT IN PERMANENT BLACK INK. DO NOT USE FELT TIP PEN. FOR INSTRUCTIONS SEE HANDBOOKS PARENTS INFORMANT DISPOSITION PLACE OF DEATH DATE OF DEATH CAUSE OF DEATH ITEMS TO BE RETURNED FOR EXTERNAL CAUSE ONLY (CORONER) CERTIFIER IF DEATH WAS DUE TO OTHER THAN NATURAL CAUSES, THE CORONER MUST COMPLETE AND SIGN THE CERTIFICATE	* 1. DECEDENT'S LEGAL NAME (Include AKA's if any) (First, Middle, Last, Suffix) Thomas Mitchell Quintana		2. SEX Male		3. SOCIAL SECURITY NUMBER [REDACTED]	
	4a. AGE-Last Birthday 78		4b. UNDER 1 YEAR Months: 0 Days: 0 Hours: 0 Minutes: 0		5. DATE OF BIRTH (Mo/Day/Yr) May 28, 1931	
	6. BIRTHPLACE (City and State, Territory, or Foreign Country) Nampa, Idaho					
	7a. RESIDENCE - STATE OR FOREIGN COUNTRY Idaho		7b. COUNTY Owyhee		7c. CITY OR TOWN Homedale	
	7d. STREET AND NUMBER 3824 U.S. Highway 95		7e. APT. NO. 83628		7f. ZIP CODE 83628	
	7g. INSIDE CITY LIMITS? Yes ☐ No ☒					
	8. MARITAL STATUS AT TIME OF DEATH Married ☐ Married, but separated ☐ Widowed ☒ Divorced ☐ Never married ☐ Unknown ☐					
	10. EVER IN U.S. ARMED FORCES? Yes ☐ No ☒		11a. FATHER'S NAME (First, Middle, Last, Suffix) Mitchell Quintana		11b. BIRTHPLACE (State, Territory, or Foreign Country) Idaho	
	12a. MOTHER'S MAIDEN NAME (First, Middle, Last, Suffix) Ettia Churchill		12b. BIRTHPLACE (State, Territory, or Foreign Country) Nebraska			
	13a. INFORMANT'S NAME (Type or print) Timothy Quintana		13b. RELATIONSHIP TO DECEDENT Son		13c. MAILING ADDRESS (Street and Number, City, State, Zip Code) 3876 Highway 95, Homedale, ID, 83628	
* 14. METHOD OF DISPOSITION ☒ Burial ☐ Cremation ☐ Donation ☐ Removal from Idaho ☐ Other (Specify) _____		15. PLACE OF DISPOSITION (Name and address of cemetery, crematory, other place) Marsing-Homedale Cemetery Marsing, Idaho		* 16. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY Flahiff Funeral Chapel 27 E. Owyhee Homedale, Idaho 83628		
* 17a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>[Signature]</i>		* 17b. LICENSE NUMBER (Of licensee) M-838		* 18. WAS CORONER CONTACTED DUE TO CAUSE OF DEATH? Yes ☐ No ☒		
PLACE OF DEATH (19-22) * 19a. IF DEATH OCCURRED IN A HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ DOA ☐ Hospice facility ☐ Nursing home/Long term care facility ☒ Decedent's home ☐ Other (Specify) _____ * 20. FACILITY NAME (If not facility, give street and number) 3824 U.S. Highway 95 * 21. CITY, TOWN, OR LOCATION OF DEATH, AND ZIP CODE Homedale 83628 * 22. COUNTY OF DEATH Owyhee						
* 23. DATE OF DEATH (Mo/Day/Yr) (Spell month) January 27, 2010 24. TIME OF DEATH 2300 (24hr) 25. DATE PROHOUNCED DEAD (Mo/Day/Yr) (Spell month) January 29, 2010 26. TIME PROHOUNCED DEAD 2200 (24hr)						
27. CAUSE OF DEATH PART I. Enter the chain of events, diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. IMMEDIATE CAUSE (Final disease or condition resulting in death) → a. Lung Seplis b. Heart failure c. _____ d. _____ PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in Part I 28a. WAS AN AUTOPSY PERFORMED? Yes ☐ No ☒ 28b. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? Yes ☐ No ☒ 29. DID TOBACCO USE CONTRIBUTE TO DEATH? Yes ☒ Probably ☐ No ☐ Unknown ☐ 30. IF FEMALE (Aged 10-54): Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant 43 days to 1 year before death ☐ Unknown if pregnant within the past year ☐ Not pregnant, but pregnant within 42 days of death ☐ 31. MANNER OF DEATH ☒ Natural ☐ Homicide ☐ Accident ☐ Pending Investigation ☐ Suicide ☐ Could not be determined						
32. DATE OF INJURY (Mo/Day/Yr) (Spell month) 33. TIME OF INJURY 34. PLACE OF INJURY (Decedent's home, farm, street, construction site, nursing home, restaurant, forest, etc.) 35. INJURY AT WORK? Yes ☐ No ☒						
36. LOCATION OF INJURY: State _____ City/Town or County _____ Zip Code _____ Street and Number or Location _____ Apartment Number _____ 37. DESCRIBE HOW INJURY OCCURRED. IF TRANSPORTATION INJURY, STATE THE TYPE(S) OF VEHICLE(S) INVOLVED (Automobile, pickup, motorcycle, ATV, bicycle, etc.) SPECIFY WHICH VEHICLE DECEDENT OCCUPIED, if applicable TRANSPORTATION INJURY ONLY ☐ 38a. WAS DECEDENT Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify) _____ 38b. WHAT SAFETY DEVICE(S) DID DECEDENT USE/EMPLOY? ☐ Seat Belt ☐ Child safety seat ☐ Helmet ☐ Air bag ☐ None ☐ Unknown						
39a. CERTIFIER (Check only one, based on official capacity for this certificate) ☐ PHYSICIAN ☐ PHYSICIAN ASSISTANT ☐ ADVANCED PRACTICE PROFESSIONAL NURSE ☒ CORONER On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated. Signature and Title of Certifier <i>[Signature]</i> * 39d. NAME, ADDRESS, AND ZIP CODE OF CERTIFIER (Type or print) Harvey Grimme, PO Box 7, Marsing, Idaho 83639						
39b. LICENSE NUMBER 39c. DATE SIGNED FEB 1, 2010 MM DD YYYY						
40a. REGISTRAR'S SIGNATURE <i>[Signature]</i> 40b. DATE SIGNED FEB 02, 2010 MM DD YYYY						

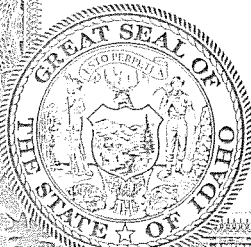
This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

FEB 02 2010

DATE ISSUED:

This copy is not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

JANE S. SMITH
STATE REGISTRAR



STATE OF IDAHO

CERTIFICATION OF VITAL RECORD

RECEIVED

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF HEALTH POLICY AND VITAL STATISTICS

JUL 18 2013

WATER RESOURCES
WESTERN REGION

DATE FILED BY STATE REGISTRAR:

State of Idaho CERTIFICATE OF DEATH

STATE FILE NO.

Local Reg. No. **3-019**

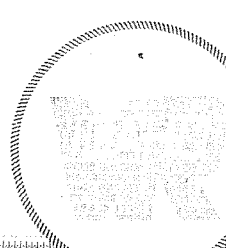
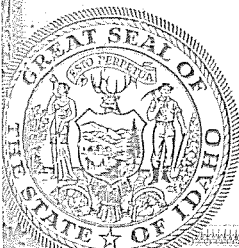
DECEASED TYPE OR PRINT IN PERMANENT BLACK INK DO NOT USE FELT TIP PEN FOR INSTRUCTIONS SEE HANDBOOKS PARENTS INFORMANT DISPOSITION PLACE OF DEATH DATE OF DEATH CAUSE OF DEATH ITEMS TO BE USED FOR EXTERNAL CAUSES ONLY CORONER CERTIFICATE IF DEATH WAS DUE TO OTHER THAN NATURAL CAUSES, THE CORONER MUST COMPLETE AND SIGN THE CERTIFICATE REGISTRAR	1. DECEDENT'S LEGAL NAME (Include AKA's if any) (First, Middle, Last, Suffix) Deloris June Quintana		2. SEX Female	3. SOCIAL SECURITY NUMBER [REDACTED]
	4a. AGE-Last Birthday 74 (Years)		4b. UNDER 1 YEAR Months: _____ Days: _____	
	4c. UNDER 1 DAY Hours: _____ Minutes: _____		5. DATE OF BIRTH (Mo/Day/Yr) August 6, 1933	
	6. BIRTHPLACE (City and State, Territory, or Foreign Country) Ava, Missouri		7a. RESIDENCE - STATE OR FOREIGN COUNTRY Idaho	
	7b. COUNTY Owyhee		7c. CITY OR TOWN Homedale	
	7d. STREET AND NUMBER 3024 Hwy 95		7e. APT. NO. 83628-	
	7f. ZIP CODE 83628-		7g. INSIDE CITY LIMITS? ☐ Yes ☒ No	
	8. MARITAL STATUS AT TIME OF DEATH ☒ Married ☐ Married, but separated ☐ Widowed ☐ Divorced ☐ Never married ☐ Unknown			
	9. SURVIVING SPOUSE'S NAME (If wife, give maiden name) Thomas M. Quintana			
	10. EVER IN U.S. ARMED FORCES? ☐ Yes ☒ No		11a. FATHER'S NAME (First, Middle, Last, Suffix) Charley Stout	
12a. MOTHER'S MAIDEN NAME (First, Middle, Last, Suffix) Zella Keller		11b. BIRTHPLACE (State, Territory, or Foreign Country) Missouri		
13a. INFORMANT'S NAME (Type or print) Thomas M. Quintana		13b. RELATIONSHIP TO DECEDENT Spouse		
13c. MAILING ADDRESS (Street and Number, City, State, Zip Code) 3024 Hwy 95 Homedale, ID 83628-				
14. METHOD OF DISPOSITION ☒ Burial ☐ Donation ☐ Removal from Idaho ☐ Other (Specify) _____		15. PLACE OF DISPOSITION (Name and address of cemetery, crematory, other place) Marsing-Homedale Cemetery Marsing, ID 83639-		
16. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY Flahiff Funeral Chapel P.O. Box 366 Homedale, Idaho 83628-		17a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>John S. House</i>		
17b. LICENSE NUMBER (Of licensee) M-838		18. WAS CORONER CONTACTED DUE TO CAUSE OF DEATH? ☐ Yes ☒ No		
19a. IF DEATH OCCURRED IN A HOSPITAL: * 19b. IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: ☐ Inpatient ☒ ER/Outpatient ☐ DOA ☐ Hospice facility ☐ Nursing home/Long term care facility ☒ Decedent's home ☐ Other (Specify) _____				
20. FACILITY NAME (If not facility, give street and number) 3024 Hwy 95		21. CITY, TOWN, OR LOCATION OF DEATH, AND ZIP CODE Homedale, 83628-		
22. COUNTY OF DEATH Owyhee		23. DATE OF DEATH (Mo/Day/Yr) (Spell month) June 15, 2008		
24. TIME OF DEATH 1110 (24 hr)		25. DATE PRONOUNCED DEAD (Mo/Day/Yr) (Spell month) June 16, 2008		
26. TIME PRONOUNCED DEAD 0005 (24 hr)		27. CAUSE OF DEATH PART I. Enter the chain of events -- diseases, injuries, or complications -- that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. IMMEDIATE CAUSE (Final disease or condition resulting in death) a. Metastatic Cholangiocarcinoma Approximate Interval Onset to Death 18 months		
PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in Part I b. DUE TO (or as a consequence of): _____ c. DUE TO (or as a consequence of): _____ d. DUE TO (or as a consequence of): _____				
28a. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No		28b. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ☐ Yes ☒ No		
29. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☐ Probably ☒ No ☐ Unknown		30. IF FEMALE (Aged 10-54): ☒ Not pregnant within past year ☐ Not pregnant, but pregnant 43 days to 1 year before death ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days of death ☐ Unknown if pregnant within the past year		
31. MANNER OF DEATH ☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Pending Investigation ☐ Could not be determined		32. DATE OF INJURY (Mo/Day/Yr) (Spell month) June 15, 2008		
33. TIME OF INJURY 1110 (24 hr)		34. PLACE OF INJURY (Decedent's home, farm, street, construction site, nursing home, restaurant, forest, etc.) 35. INJURY AT WORK? ☐ Yes ☒ No		
36. LOCATION OF INJURY: State: _____ City/Town or County: _____ Zip Code: _____ Street and Number or Location: _____ Apartment Number: _____				
37. DESCRIBE HOW INJURY OCCURRED. IF TRANSPORTATION INJURY, STATE THE TYPE(S) OF VEHICLE(S) INVOLVED (Automobile, pickup, motorcycle, ATV, bicycle, etc.) TRANSPORTATION: 38a. WAS DECEDENT: ☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify) _____ 38b. WHAT SAFETY DEVICE(S) DID DECEDENT USE/EMPLOY? ☐ Seat Belt ☐ Child safety seat ☐ Helmet ☐ Air bag ☐ None ☐ Unknown				
39a. CERTIFIER (Check only one, based on official capacity for this certificate) ☒ PHYSICIAN ☐ PHYSICIAN ASSISTANT ☐ ADVANCED PRACTICE PROFESSIONAL NURSE 39b. LICENSE NUMBER M-8879		39c. DATE SIGNED 06/18/2008 MM DD YYYY		
40a. CORONER'S SUBSEQUENT SIGNATURE IF NECESSARY: The coroner's signature in this item supersedes that of the physician, physician assistant, advanced professional nurse, and the coroner becomes the certifier of record. 40b. DATE SIGNED 06/19/2008 MM DD YYYY		41a. REGISTRAR'S SIGNATURE <i>Crystal D. Carlson</i> Assistant Registrar		

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF HEALTH POLICY AND VITAL STATISTICS.

DATE ISSUED: **JUN 19 2008**

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

JANE S. SMITH
STATE REGISTRAR



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LIMITED PARTNERSHIP AGREEMENT
OF THE
QUINTANA RANCH LIMITED PARTNERSHIP,
AN IDAHO LIMITED PARTNERSHIP

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**LIMITED PARTNERSHIP AGREEMENT
OF THE
QUINTANA RANCH LIMITED PARTNERSHIP,
AN IDAHO LIMITED PARTNERSHIP**

THIS LIMITED PARTNERSHIP AGREEMENT ("Agreement"), executed this _____ day of _____, _____, by and between THOMAS M. QUINTANA and DELORIS J. QUINTANA, husband and wife, ("General Partner") and THOMAS M. QUINTANA and DELORIS J. QUINTANA, husband and wife, ("Limited Partner"), is made on the following terms and conditions. (See Schedule A for the General Partner's and the Limited Partners' respective interests in the partnership).

By this Agreement, the Partners join together to form a limited partnership ("Partnership") under the Idaho Limited Partnership Act and agree to all the terms of this Agreement.

**Section 1
Definitions**

The following terms, when used in this Agreement, shall have the meaning set forth in this Section.

1.1 Act. The Idaho Revised Uniform Limited Partnership Act, codified at Title 53, Chapter 2 of the Idaho Code and any successor provisions.

1.2 Adjusted Capital Contribution. "Adjusted Capital Contribution" means each Partner's contribution to the capital of the Partnership, less distributions to such Partner under Section 7 (valued in accordance with the principles of paragraph 6.1).

1.3 Affiliate. Any person directly or indirectly controlling, controlled by or under common control with another person. The term control (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

1.4 Agreement. This Limited Partnership Agreement and all amendments thereto, if any.

1.5 Assignee. A person who has acquired a beneficial interest in this Partnership from a Limited Partner but who is not a substituted Limited Partner.

1.6 Capital Event. “Capital Event” means the sale or other disposition of the partnership’s assets of a capital type, the receipt of insurance and other proceeds derived from the involuntary conversion of the Partnership property or from similar events with respect to the property of the Partnership.

1.7 Code. “Code” means the Internal Revenue Code of 1986, as amended, and any successor provisions.

1.8 Distributable Cash. “Distributable Cash” for any period means such portion of the cash in hand or in bank accounts of the Partnership as, in the reasonable discretion of the General Partner, is available for distribution to the Partners after reasonable provision has been made for the current liabilities of the Partnership and a reasonable reserve has been allowed for Partnership operating expenses.

1.9 General Partner. “General Partner” means THOMAS M. QUINTANA and DELORIS J. QUINTANA, husband and wife, or any person or entity succeeding them as General Partner.

1.10 Limited Partner. “Limited Partner” means THOMAS M. QUINTANA and DELORIS J. QUINTANA, husband and wife, or such other Limited Partners who shall be set forth in Schedule A.

1.11 Partner Minimum Gain and Partnership Minimum Gain. “Partner Minimum Gain” means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(I). “Partnership Minimum Gain” has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

1.12 Net Income and Net Losses. The “Net Income” and “Net Losses” of the Partnership mean the Net Income and Net Losses, respectively, of the Partnership, determined in accordance with Code Section 703(a); however, the special allocations in Section 7 shall be excluded from the computation of Net Income and Net Losses.

1.13 Nonrecourse Liabilities. “Nonrecourse Liabilities” has the meaning set forth in Treasury Regulation section 1.704-2(b)(3).

1.14 Partners. “Partners” means the persons who are the General Partner and Limited Partners of the Partnership.

1.15. Partnership. “Partnership” means the limited partnership created by this

Agreement.

1.16 Partnership Percentage. “Partnership Percentage” or “Partnership Interest” of any Partner means the Partnership percentage interest set forth on Schedule A.

1.17 Property. Any real property in the Partnership may from time to time purchase and own.

1.18 Partner Nonrecourse Liability. “Partner Nonrecourse Liability” has the meaning set forth in Treasury Regulation Section 1.704-2(I).

1.19 Tax Matters Partner Or TMP. Means the General Partner, or any person or entity succeeding them as the General Partner.

1.20 Treasury Regulations. “Treasury Regulations” or “Treasury Regulation” means the regulations of the United States Treasury Department pertaining to the income tax, as amended, and any successor provisions.

Section 2 Formation

2.1 Form And Certificate. The Partners form this Partnership under Idaho law to own and manage real property and such other activities as the Partners may from time to time determine and to enter into contracts as a limited partnership. A “Certificate of Limited Partnership” under Section 53-208 of the Act shall be prepared, signed by the General Partner and filed in the office of the Idaho Secretary of State.

2.2 Purpose. The purpose of the Partnership shall be to own and manage real property and to own and lease real property and any other activities approved by the General Partner.

2.3 Name. The name of the Partnership shall be the Quintana Ranch Limited Partnership, an Idaho Limited Partnership.

2.4 Place of Business. The Partnership’s principal place of business shall be 3824 US Hwy 95, Homedale, Idaho 83628, or such other place as the General Partner shall designate.

2.5 Independent Activities. The General Partner and Limited Partners may, notwithstanding this Agreement, engage in whatever activities they choose, whether such activities are competitive with the Partnership or otherwise, without having or incurring any obligation to offer any interest in such activities to the Partnership or any Partner. Neither this Agreement nor any activity taken pursuant hereto shall prevent the General Partner from

engaging in such activities or require the General Partner to permit the Partnership or any Partner to participate in any such activities, and as a material part of the consideration for the execution of this Agreement by the General Partner and by the admission of each Limited Partner, each Limited Partner hereby waives and renounces any such right or claim of participation.

Section 3 Term

3.1 Commencement. The Partnership term shall begin on the _____ day of _____, _____, or if a Limited Partnership Certificate is not filed with the Idaho Secretary of State on such date, then concurrent with the filing of the Certificate in accordance with paragraph 2.1.

3.2 Dissolution. The Partnership shall dissolve upon:

- a. The written consent of the General Partner and a majority in interest of the Limited Partners to dissolve;
- b. Sale of all, or substantially all, of the assets of the Partnership, and distribution of the proceeds to the Partners;
- c. The retirement (to be effective no earlier than ninety (90) days following notice to the Limited Partners), removal, death, bankruptcy, incompetency or dissolution of the General Partner; or,
- d. A finding by a court of competent jurisdiction that the Partnership should be dissolved pursuant to Section 53-245 of the Act.

Section 4 Management

4.1 Control In General Partner. Except as otherwise expressly stated in this Agreement, the General Partner shall have exclusive control and management of the business of the Partnership, including the power to assign duties, to sign deeds, notes, deeds of trust, contracts and leases and to assume direction of business operations and shall have all rights, power and authority generally conferred by law or necessary, advisable or consistent with accomplishing the purpose of the Partnership. Without limiting the generality of the foregoing, the General Partner has the right:

- a. To acquire, hold and dispose of property or any interest in it, subject to applicable voting rights of the Limited Partners;

- b. To create, by grant or otherwise, easements and servitudes;
- c. To obtain necessary or desirable insurance for the proper protection of the Partnership and the Partners;
- d. To adjust any and all claims against the Partnership;
- e. To act for the Partnership in all real estate transactions concerning the Partnership and all other business affairs, including the execution of all contracts, deeds, options, loan obligations, deeds of trust and notes;
- f. To borrow money on behalf of the Partnership and to encumber the Partnership assets or place title in the name of a nominee for the purpose of obtaining financing, subject to applicable voting rights of the Limited Partners;
- g. To prepay in whole or in part, refinance, increase, modify or extend any obligation, subject to applicable voting rights of the Limited Partners;
- h. To employ from time to time, at the expense of the Partnership, sales or management agents, other on-site personnel, insurance brokers, real estate brokers and loan brokers, consultants, accountants and attorneys;
- i. To pay all organization expenses incurred in the creation of the Partnership and all operating expenses incurred in the operation of this Partnership;
- j. To deposit funds in non-interest-bearing bank accounts or interest-bearing bank accounts, as determined in the sole discretion of the General Partner, at banks with which the General Partner or its affiliates maintain borrowing and other banking relationships; and,
- k. To assume the overall duties imposed on the General Partner by the Idaho Limited Partnership Act.

4.2 Limitation on General Partner's Authority. The General Partner shall not have authority to:

- a. Do any act in contravention of this Agreement;
- b. Do any act that would make it impossible to carry on the ordinary business of the Partnership;
- c. Admit a Person as a General Partner without the approval of a majority in interest of the Limited Partners; or,

- d. Amend this Agreement without the approval of all of the Limited Partners.

4.3 Liability of General Partner.

a. The General Partner shall be generally liable for all obligations of the Partnership to the extent such obligations are not paid by the Partnership or are not by their terms limited in recourse against specific properties.

b. The doing of any act or the failure to do any act by the General Partner, the effect of which may cause or result in loss or damage to the Partnership or the property, shall not subject the General Partner to any personal liability to the Partnership or to the Limited Partners unless the General Partner acted in bad faith or in breach of its fiduciary duty or was grossly negligent or guilty of willful misconduct.

c. The General Partner shall not be liable, responsible or accountable in damages or otherwise to any of the Limited Partners for acts performed, or omitted to be performed, within the scope of the authority conferred by this Agreement, except for acts of willful misconduct, fraud, bad faith, breach of fiduciary duty or gross negligence; provided, however, that if any act is performed or is not performed by a General Partner pursuant to the opinion of legal counsel, such act shall not subject the General Partner to any liability whatsoever, but the General Partner shall not be required to procure such advice to be entitled to such limitation of liability.

d. The General partner shall not be personally liable for the return of the capital contributions made by the Limited Partners except to the extent of a negative balance in a General Partner's Capital Account upon liquidation.

e. The General Partner is specifically permitted to satisfy any partnership obligations as to which a General Partner is personally liable before satisfying Partnership obligations as to which the General Partner has no such personal liability.

4.4 Devotion of Time The General Partner is not obligated to devote full time to the affairs of the Partnership. The General Partner may become involved in other businesses and occupations and other partnerships. The General Partner shall devote a reasonable amount of time as necessary to manage the Partnership business and to perform the General Partner's duties.

4.5 Indemnification of General Partner. The Partnership, its receiver or trustee, shall indemnify, hold harmless and pay all judgments and claims against the General Partner, or any of its employees, agents and assigns, from any liability, loss or damage incurred by them by reason of any act performed or omitted to be performed by them in connection with the Partnership business, except where the general Partner breached its fiduciary duty to the Limited Partners or

is grossly negligent or guilty of willful misconduct.

a. In the event any action, suit or proceeding is instituted against the Partnership or the General Partner with respect to the business, assets, liabilities or activities of the Partnership, the General Partner may obtain legal counsel to defend, or assist in defending, any such action, suit or proceeding.

b. The Partnership shall advance funds to the General Partner for payment of all expenses and costs reasonably incurred therewith and shall also reimburse the General Partner or indemnify them against and hold them harmless from any and all liabilities, costs and expenses which were not advanced or incurred in connection with the defense of any such action, suit or proceedings, including costs and expenses paid in settlement or compromise of the action, suit or proceeding. If, subsequent to the time at which such funds are advanced to the General Partner, it is finally determined by a court of competent jurisdiction that the General Partner is not entitled to indemnification under this Agreement, finding the General Partner breached its fiduciary duty to the Limited Partners or was grossly negligent or guilty of willful misconduct, then all such funds advanced shall be returned to the Partnership with interest at the same rate as determined in paragraph 4.7.

4.6 Investment Opportunities. Neither the General Partner nor any Affiliate of the General Partner shall be obligated to present any particular investment opportunity to the Partnership, even if the opportunity is of a character which, if presented to the Partnership, could be taken by the Partnership, and they shall have the right to take for their own account or to recommend to others any investment opportunity.

4.7 Loans By A General Partner. If any General Partner or an Affiliate makes any loan to the Partnership or advances money on its behalf, the loan or advance shall not increase the lending Partner's Capital Account, entitle the lending Partner to any greater share of Partnership distributions or subject them to any greater proportion of Partnership losses. The amount of the loan or advance shall be a debt owed by the Partnership to the lending Partner or Affiliate, repayable on the terms and conditions and bearing interest at a rate which is two percent (2%) above the prime rate published under the heading "Money Rates" in the Wall Street Journal on the Monday prior to the event triggering the loan or advance, or a publication of similar nature.

4.8 Resolution of Conflict of Interest.

a. Unless otherwise expressly provided in this Agreement:

(1) Whenever a conflict of interest exists or arises between the General Partner, on the one hand, and the Partnership or the Limited Partners, on the other hand, or,

(2) Whenever this Agreement provides that the General Partner shall act in a manner which is or provide terms which are fair and are reasonable to the Partnership or the Limited Partners, the General Partner shall resolve such conflict of interest, take such action or provide such terms considering, in each case, the relative interest of each party to such conflict, agreement, any customary practices in the area, any generally accepted accounting practices or principles, and in the absence of bad faith by the General Partner, the resolution, action or terms so made shall not constitute a breach of this Agreement or any applicable law.

4.9 Fiduciary Duty. The General Partner has a fiduciary responsibility of the safekeeping and use of all funds and assets of the Partnership.

4.10 Commingling of Funds. The funds of the Partnership shall not be commingled with funds of any Partner or other person.

Section 5

Capital Contributions

5.1 Capital Contributions.

a. Each Partner has contributed the amount shown next to their name on Schedule A. In addition, Limited Partners may from time to time be asked to make additional contributions of capital to the Partnership other than those specified in Schedule A, as may be determined by the General Partner in its sole discretion. Upon written notice from the General Partner, each Limited Partner shall pay in to the Partnership, upon a date determined by the General Partner (the "Contribution Date") which shall be at least thirty (30) days from the date of such notice, a portion of each additional capital contribution as specified in such notice, in the proportion which such Limited Partner's Capital Account as of the date of such notice bears to the total of all Limited Partners' Capital Accounts as of the date of such notice. Upon contribution from the Limited Partner, the Capital Account of such Limited partner shall be increased by an amount equal to such contribution.

b. The General Partner, as such, shall not be required to make any additional capital contributions of capital into the Partnership.

c. The ability of the General Partner to seek such additional capital contributions is not intended to and shall not create any rights, whether as third-party beneficiary or otherwise, in any person not a party to this Agreement, including, without limitation, any creditors of or claimants against the Partnership.

d. If any Limited Partner makes any loan to the Partnership or advances money on its behalf, the loan or advance shall not increase the lending Limited Partner's Capital Account, entitle the lending Limited Partner to any greater share of Partnership distributions or

subject them to any greater proportion of Partnership losses. The amount of the loan or advance shall be a debt owed by the Partnership to the lending Limited Partner, repayable on the terms and conditions and bearing interest at a rate which is two percent (2%) above the prime rate published under the heading "Money Rates" in the Wall Street Journal on the Monday prior to the event triggering the loan or advance, or a publication of similar nature.

5.2 General Partner As Limited Partner. A General Partner may also be a Limited Partner, upon the contribution of the requested capital contribution.

Section 6 Accounting

6.1 Capital Account. A "Capital Account" shall be maintained for each Partner. The Capital Account of a Partner means the Capital Account of the Partner determined from the inception of the Partnership strictly in accordance with the rules set forth in Code Section 704 and Treasury Regulations Section 1.704-1(b).

a. Subject to the previous paragraph, "Capital Account" means:

(1) The amount of money contributed by the Partner to the Partnership, increased by the fair market value of property contributed by the Partner to the Partnership (net of liabilities, taking into account Section 752(c) and any other applicable Code sections) secured by the property or to which the property is subject, and the net amount of income and gain allocated to the Partner;

(2) And decreased by:

(a) The amount of money distributed to the Partner;

(b) The fair market value of property distributed to the Partner by the Partnership (net of liabilities, taking into account Section 752(c) and any other applicable Code sections) secured by the property or to which the property is subject;

(c) The Partner's share of expenditures of the Partnership described in Code Section 705(a)(2)(B) (including, for this purpose, losses which are nondeductible under Code Section 267(a)(1) or Code Section 707(b)); and,

(d) The net amount of loss and deduction allocated to the Partner.

b. As used above, "income" refers to all items of income (including all items of gain and including income exempt from tax) as properly determined for "book" purposes, and

“loss” refers to all items of loss (including deductions) as properly determined for book purposes.

c. An assumption by the Partnership of a Partner’s unsecured liability by the Partnership shall be treated as a distribution of money to the Partner. An assumption of an unsecured Partnership liability by a Partner shall be treated as a cash contribution to the Partnership.

d. In the event that assets of the Partnership, other than cash, are distributed to a Partner in-kind, Capital Accounts shall be adjusted for the book gain or loss that would have been realized by the Partnership if the distributed assets had been sold for their fair market values in a cash sale (in order to reflect unrealized gain or loss).

e. In the event of the liquidation of a Partner’s interest in the Partnership or of the Partnership, Capital Accounts shall be adjusted for the book gain or loss that would have been realized by the Partnership if all Partnership assets had been sold for their fair market values in a cash sale (in order to reflect unrealized gain or loss).

f. Capital Accounts also shall be adjusted upon the constructive termination of the Partnership as provided under Code Section 708 in accordance with the method set forth in the immediately preceding paragraph (as required by Section 1.704-1(b)(2)(iv)(1) of the Treasury Regulations).

6.2 Records. The General Partner shall keep at the principal place of business of the Partnership the following Partnership documents:

a. A current list of the full name and last known business or residence address of each Partner, together with the contribution and share in profits and losses of each Partner.

b. A copy of the Certificate of Limited Partnership and all Certificates of Amendment and executed copies of any powers of attorney pursuant to which any certificate has been executed.

c. Copies of the Partnership’s federal, state and local income tax or information returns and reports, if any, for the six (6) most recent taxable years.

d. Copies of the original Agreement and all Amendments to the Agreement.

e. Financial statements of the Partnership for the six (6) most recent fiscal years.

f. The Partnership’s books and records for at least the current and past three

(3) fiscal years.

6.3 Delivery To Limited Partner And Inspection.

a. Upon the request of a Limited Partner, the General Partner shall promptly deliver to the requesting Limited Partner, at the expense of the Partnership, a copy of the information required to be maintained by subdivisions a, b, or d of paragraph 6.2.

b. Each Limited Partner has the right, upon reasonable request, to:

(1) Inspect and copy during normal business hours any of the Partnership records required to be maintained by paragraph 6.2;

(2) Obtain from the General Partner, promptly after becoming available, a copy of the Limited Partnership's federal, state and local income tax or information returns for each year; and,

c. The General Partner shall send to each Partner within ninety (90) days after the end of each taxable year the information necessary for the Partner to complete their federal and state income tax or information returns, and if there are ten (10) or fewer Limited Partners, there shall be included within that ninety (90) day period a copy of the Partnership's federal, state and local income tax or information returns for the year.

6.4 Reports.

a. The General Partner shall cause an annual financial report to be sent to each Partner not later than sixty (60) days after the close of each fiscal year, and that financial report shall contain a balance sheet as of the end of the fiscal year, an income statement and a statement of cash flows for that fiscal year.

b. Limited Partners representing at least twenty-five percent (25%) of the percentage interest of Limited Partners may make a written request to the General Partner for an income statement of the Limited Partnership for the initial three-month, six-month or nine-month period of the current fiscal year ended more than thirty (30) days before the date of the request and a balance sheet of the Partnership as of the end of that period. The statement shall be delivered or mailed to the Limited Partners within thirty (30) days after the request.

c. The financial statements referred to in this paragraph 6.4 shall be accompanied by a report, if any, from the independent accountant engaged by the Partnership. If there is no report, the financial statements shall be accompanied by a certificate of the General Partner stating that the financial statements were prepared without audit from the books and records of the Partnership.

6.5 Tax Returns. The Partnership's tax and fiscal year shall be the calendar year. The accountants shall prepare and file all required income tax returns for the Partnership.

6.6 Tax Matters Partner.

a. The General Partner is designated the Tax Matters Partner ("TMP") as defined in Code Section 6231(a)(7). In the event of any change in the TMP, the Partner serving as TMP at the beginning of a given taxable year shall continue as TMP with respect to all matters concerning such year. The TMP and other Partners shall use their best efforts to comply with responsibilities outlined in this paragraph and in the Code and Treasury Regulations.

b. The Partners shall furnish the TMP with such information and within such time as the TMP requests from time to time to comply with all Code requirements.

c. If any Partner intends to file a notice of inconsistent treatment under the Code, they shall first notify the TMP of such intent and identify the alleged inconsistent treatment, and the TMP shall give notice to all other Partners within one week.

d. No Partner shall file a request under the Code for an administrative adjustment of Partnership items without first giving notice to all Partners. If all other Partners agree with the requested administrative adjustment, the TMP shall file the request. If all of the Partners do not agree within thirty (30) days to the adjustment, then the submitting Partner may file the request.

e. Any Partner intending to file a petition under the Code with respect to any Partnership item, or other tax matters involving the Partnership, shall notify the other Partners, prior to such filing, of the nature of the contemplated proceeding. A majority of the Partners shall vote upon the forum for any such petition.

Section 7

Distributions and Allocations

7.1 Allocation of Profits. After giving effect to the special allocations set forth in this Section 7, profits for any fiscal year other than attributed to a sale, disposition or refinancing as set forth in paragraph 7.3, unless otherwise provided for herein, shall be allocated six percent (6%) to the General Partner and ninety-four percent (94%) to the Limited Partners.

7.2 Allocation of Losses. After giving effect to the special allocations set forth in this Section 7, losses for any fiscal year shall be allocated six percent (6%) to the General Partner and ninety-four percent (94%) to the Limited Partners. An allocation pursuant to this paragraph 7.2 shall be made of and only to the extent that such allocation would not cause the Limited Partners

to have an Adjusted Capital Account Deficit at the end of any fiscal year after taking into consideration the special allocations provided for in this Section 7.

7.3 Allocations Of Gain And Losses On Capital Events. After giving effect to the special allocations set forth in this Section 7, profit or gain from Capital Events shall be allocated six percent (6%) to the General Partner and ninety-four percent (94%) to the Limited Partners. An allocation pursuant to this paragraph 7.3 shall be made of and only to the extent such allocation would not cause the Partners to have an Adjusted Capital Account Deficit at the end of any fiscal year after taking into consideration the special allocations provided for in this Section 7.

7.4 Minimum Gain Chargeback.

a. Except as otherwise provided in Treasury Regulation Section 1.704-2(f), notwithstanding any other provision of this Section 7.4, if there is a net decrease in Partnership Minimum Gain, as that term is defined in Treasury Regulations Section 1.704-2(b)(2) and 1.704-2(d), during any Partnership fiscal year, each Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(f)(6) and 1.704-2(j)(2) of the Treasury Regulations. This Section 7.4 a. is intended to comply with the Minimum Gain Chargeback requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

b. Except as otherwise provided in Treasury Regulation Section 1.704-2(i)(4), notwithstanding any other provision of this Section 7.4, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain (as defined below) attributable to a Partner Nonrecourse Debt (as defined in Treasury Regulation Section 1.704-2(b)(4) during any fiscal year, each Partner who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulation Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Partner's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulation Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 7.4 b. is intended to comply with the Minimum Gain Chargeback requirement in Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith. For purposes of this Partnership Agreement, Partner Nonrecourse Debt Minimum

Gain means an amount, with respect to each Partner Nonrecourse Debt, equal to the Minimum Gain of the Partnership that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Section 1.704-2(i)(3).

7.5 Qualified Income Offset. Subject to the provisions of paragraph 7.4, above, in the event any Partner unexpectedly received any adjustments, allocations or distributions described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Partnership income and gain shall be specially allocated to each such Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this paragraph 7.5 shall be made of and only to the extent that such Limited partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 7 have been tentatively made as if this paragraph 7.5 were not in the Agreement.

This provision is intended to be a “qualified income offset” provision as provided for in Section 1.704-2(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted and implemented a therein provided.

7.6 Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or (4), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if adjustment decreases such basis), and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulation.

7.7 Loans / Imputed Interest. To the extent the Partnership has taxable interest income pursuant to Section 482 or Sections 1271 through 1288 of the Code:

a. Such interest income shall be specially allocated to the Partner to whom such interest is related; and,

b. The amount of such interest income shall be excluded from the capital contributions credited to such Partners Capital Account in connection with payments of principal.

7.8 Code Section 704(c) Allocations. In accordance with Code Section 704(c) and Treasury Regulation Sections thereunder, income, gain, loss and deductions with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted tax basis of the property and its fair market value at the time of contribution; provided, however, with respect to

any such property, the Capital Accounts of the Partners shall be adjusted in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g) or any successor provision for allocations to them of depreciation, depletion, amortization and gain or loss, as computed for book purposes. Any elections or other decisions relating to such allocations shall be made by the Partners in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 7.8 are solely for purposes of federal income taxes and shall not affect, or in any way be taken into account in computing any Partner's Capital Account, or share of items of the Partnership's income, gains, losses, deductions and credits, or distributions pursuant to any provision of this Agreement.

7.9 Allocation of Tax Credits. Tax credits shall be allocated in accordance with Treasury Regulations Section 1.704-1(b)(4)(ii). Investment tax credits with respect to any property shall be allocated to the Partners in accordance with the ratio in which the Partners are allocated profits of the Partnership for the year during which the Section 38 property is placed in service. Recapture of any tax credits shall be allocated among the Partners in the same manner in which the tax credit was allocated.

7.10 Other Allocations Rules.

a. The basis (or cost) of any Partnership Code Section 38 property shall be allocated among the Partners in accordance with Regulations Section 1.46-3(f).

b. For purposes of determining the profits, losses, gains or any other items allocable to any period, profits, losses, gains and any such other items shall be determined on a daily, monthly or other basis, as determined by the General Partner using any permissible method under Code Section 706 and the Regulations thereunder.

c. Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the Partners in the same proportions as they share profits or losses, as the case may be, for the year.

7.11 Intent Of Allocations. It is the intent of the Partnership that this Agreement comply with the safe harbor test set out in Treasury Regulations Section 1.704-1(b)(2) and 1.704-1(b)(4)(iv) and the requirements of those Sections, including the qualified income offset and Minimum Gain Chargeback, which are hereby incorporated by reference. If, for whatever reasons, the Partnership is advised by counsel or its accountants that the allocation provisions of this Agreement are unlikely to be respected for federal income tax purposes, the General Partner is granted the authority to amend the allocation provisions of this Agreement, to the minimum extent deemed necessary by counsel or its accountants to effect the plan of allocations and distributions provided in this Agreement. The General Partner shall have the discretion to adopt and revise rules, conventions and procedures as they believe appropriate with respect to the

admission of Limited Partners to reflect Partners' interests in the Partnership at the close of those years.

7.12 Distributions From Operations. Net cash from operations, if any may be distributed, at such times as the General Partner determines, six percent (6%) to the General Partner and ninety-four (94%) to the Limited Partners.

7.13 Distributions From Capital Events. Net cash from Capital Events may be distributed at such times as the General Partner determines, in the following order and priority:

a. First to each Limited Partner, in an amount, if any, necessary to yield each Limited Partner their capital contribution, plus any allocated tax credits, plus distributions from Distributions from Operations.

b. Second, any remaining Net cash shall be distributed six percent (6%) to the General Partner and ninety-four percent (94%) to the Limited Partners (or fractions thereof) held by each.

c. Net cash is the fair market value of the asset disposed of in a Capital Event, less expenses related to such Capital Event.

7.14 Division Among Limited Partners And General Partner. All distributions to the Limited Partners pursuant to this Section 7 shall be divided among them in proportion to their interest in the Partnership. All amounts distributed to the General Partner pursuant to this Section 7 shall be divided among them in proportion to their interests in the Partnership.

7.15 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or distribution to the Partnership or the Limited Partners shall be treated as amounts distributed to the Limited Partners pursuant to this Section 7 for all purposes under this Agreement. The General Partner may allocate any such amounts among the Limited Partners in any manner that is in accordance with applicable law.

7.16 Limitations On Distributions.

a. All distributions are subject to payment of Partnership expenses and to the maintenance of reasonable reserves for alterations, repairs, capital improvements and other contingencies as determined by the General Partner.

b. The Partnership may be restricted from making distributions under the terms of notes, mortgages or other debt instruments which it may issue or assume in conjunction with borrowed funds. Distributions may also be restricted or suspended in circumstances when the General Partner determines, in its absolute discretion, that such action is in the best interests

of the Partnership.

Section 8 Compensation to the General Partner And Affiliates

The General Partner shall be entitled to reasonable compensation for services provided to the Partnership.

Section 9 Partnership Expenses

9.1 Nonreimbursable Expenses. The General Partner shall pay and will not be reimbursed by the Partnership for the following:

- a. Salaries, compensation and fringe benefits of officers and directors of the General Partner or its Affiliates; and,
- b. Overhead expenses of the General Partner or its Affiliates, including its rent and general office expenses.

9.2 Reimbursable Expenses.

a. The Partnership shall reimburse the General Partner or its Affiliates for its actual cost of goods and materials used for or by the Partnership. The Partnership shall also pay or reimburse the General Partner or its Affiliates for the organization expenses incurred to form the Partnership in the amount not to exceed \$2,500. Such organization expenses shall not include legal and accounting fees.

b. Subject to paragraph 9.1, the Partnership shall pay all other expenses of the Partnership, which may include, but are not limited to:

- (1) All salaries, compensation and fringe benefits of personnel employed by the Partnership and involved in the Partnership business;
- (2) All costs of borrowed money, taxes and assessments on the Partnership property and other taxes applicable to the Partnership;
- (3) Legal, audit, accounting, consulting and brokerage fees;
- (4) Expenses and taxes incurred in the distribution, transfer, and recording of documents evidencing ownership of an interest in the Partnership or in the Partnership business; and,

(5) Expenses for the construction, repair, remodeling, rental, leasing, refinancing and operation of the Partnership property.

c. The Partnership shall reimburse the General Partner for all deposits and out of pocket expenses advanced by the General Partner in connection with the acquisition of the property, including deposits to escrow and legal and accounting fees.

Section 10

Assignment

10.1 Assignments Prohibited. Except as provided in paragraph 10.4, no Partner may assign, transfer, sell, pledge or hypothecate all or any part of its interest in the Partnership unless approval is given in advance by the General Partner in accordance with Section 16, following.

10.2 Prohibited Assignment Void. Any assignment made in violation of this Section 10 shall be void.

10.3 Substitute Limited Partner. An Assignee of a Limited Partner's interest may become a Limited Partner on satisfaction of the following conditions:

a. Filing with the Partnership a duly executed and acknowledged written instrument of assignment in a form approved by the General Partner specifying the interest being assigned and setting forth the intention of the Assignor that the Assignee succeed to the Assignor's interest as a Limited Partner;

b. Execution and acknowledgment by the Assignor and Assignee of any other instruments required by the General Partner, including the acceptance and adoption by the Assignee of the provisions of this Partnership Agreement and execution, acknowledgment and delivery to the General Partner of a special power of attorney, in substantially the form in Section 14;

c. Obtaining the written consent of the General Partner, the granting or denial of which shall be within the absolute discretion of the General Partner; and,

d. Payment of a transfer fee to the Partnership, sufficient to cover the reasonable expenses of the substitution.

10.4 Permitted Transfers. Notwithstanding the restrictions set forth in Section 15, a Limited Partner shall have the right to assign their Partnership interest, subject to the provisions of paragraph 11.3, as follows:

a. By a gift to their spouse, children or a trustee in trust for themselves, their spouse or their children; or,

b. By succession or testamentary disposition.

10.5 Binding On Successors. Subject to paragraphs 10.1, 10.2, 10.3, 10.4 and 10.8, the rights and obligations of the Partners shall be binding upon the heirs and Assignees of the Partners.

10.6 New Partners. No new Partners shall be admitted to this Partnership except under paragraph 10.3 or 10.8 or upon the approval of the General Partner and a majority of the Limited Partners.

10.7 Involuntary Assignment. A Limited Partner's heirs, successors, estate and creditors taking by foreclosure or receivership, shall be treated as Assignees upon compliance with the requirements of paragraph 10.1.

10.8 Assignment By General Partner. The General Partner's interest in the Partnership shall, subject to paragraph 13.2, and notwithstanding paragraph 10.1, be assignable to an Assignee approved by a majority in interest of the Limited Partners or to a successor corporation in connection with a merger, consolidation or corporate reorganization of the General Partner, and to no other person. Any entity to which the General Partner's interest is assigned shall be substituted as a General Partner by the filing of appropriate amendments to the Partnership Agreement.

10.9 Assignee's Capital. An Assignee shall have a Capital Account and a profit and loss account and shall have balances in such accounts as attributed to the assigned interest when held by the Assignor.

Section 11

Powers and Approval Rights of the Limited Partners

11.1 No Management And Control. The Limited Partners shall take no part in the control, conduct or operation of the Partnership, and they shall have no right or authority to act for or bind the Partnership, including during the winding up period following dissolution of the Partnership. If the general Partner has been removed and the Partnership has been dissolved, the Limited Partners may act for and bind the Partnership during the winding up period, as approved by a majority in interest of the Limited Partners.

11.2 Right Of Approval. Limited Partners shall have the right or vote to approve or disapprove by a majority vote any of the following matters affecting the basic structure of the Partnership:

- a. A change in the nature of the Partnership's business;
- b. An election to continue the business of the Partnership other than under the circumstances described in paragraph 13.2 of this Agreement; and,
- c. Election of a successor General Partner, subject to the majority vote requirements of paragraph 13.2.

11.3 Limitations. No Limited Partner shall have the right or power to:

- a. Withdraw or reduce their invested capital except as a result of the dissolution of the Partnership or as otherwise provided by law;
- b. Bring an action for partition against the Partnership;
- c. Cause the termination and dissolution of the Partnership, except as set forth in this Agreement; or,
- d. Demand or receive property other than cash in return for their invested capital. No Limited Partners shall have priority over any other Limited Partners either as to return of capital or as to net profits, net loss or distributions. Other than upon dissolution of the Partnership as provided by this Agreement, there has been no time agreed upon when the contribution of each Limited Partner may be returned.

11.4 Meetings Of Partners.

- a. Meetings of Partners shall be held at the principal place of business of the Partnership, or at such other place as the General Partner in its sole discretion shall determine from time to time.
- b. Meetings shall be held only for matters in which Limited Partners may vote only when called by either the General Partner or by Limited Partners representing more than thirty percent (30%) of the percentage interests.
- c. A written notice of the meeting shall be given by the General Partner no less than ten (10) days or more than sixty (60) days before the date of the meeting to each Partner. The notice shall state the place, date and hour of the meeting and the general nature of the business to be transacted.

11.5 Acts Not Constituting Management. A Limited Partner does not participate in the control or management of the Partnership solely by exercising those acts enumerated in Section 53-219 of the Act.

Section 12

Withdrawal, Removal, Bankruptcy or Dissolution of a General Partner

12.1 Right Of Removal. A General Partner may be removed from the Partnership by a unanimous vote of the Limited Partners, provided such removal authority is set forth in Section 53-219 of the Act as an act that does not constitute participation in the control of the business.

12.2 Conversion Of Interest.

a. On the withdrawal, bankruptcy or dissolution of a General Partner, the interest of such General Partner in the net profits, net loss and distributions from the Partnership shall be purchased by the Partnership for a purchase price determined according to the provisions of paragraph 12.2 b when held as a General Partner, but otherwise on the same terms and conditions as the other Limited Partners.

b. The withdrawn, bankrupt or dissolved General Partner shall receive from the Partnership the fair market value of the General Partner's interest in the Partnership, determined by agreement between the withdrawn, bankrupt or dissolved General Partner and the Partnership, or if they cannot agree, by arbitration in accordance with the then current rules of the American Arbitration Association. For this purpose, the fair market value of the interest of a General Partner will be the amount the General Partner would receive upon dissolution of the Partnership. Payment shall be made by a promissory note due in five (5) years from the expulsion date on the unpaid principal amount of the promissory note, with interest accruing at the maximum rate allowed by law. All distributions shall be applied to accrued interest and the prepayment of principal.

Section 13

Dissolution and Winding up of the Partnership

13.1 Dissolution Of Partnership. The Partnership shall be dissolved upon the happening of any of the events set forth in paragraph 3.2.

13.2 Reconstitution. The occurrence of any of the events described in paragraph 3.2 d shall cause a dissolution of the Partnership and of the agency relationship between the Limited Partners and the General Partner. The Limited Partners may, by unanimous vote, reconstitute and continue the business of the Partnership in a new limited partnership on the same terms as this Agreement and with a new General Partner elected by a majority in interest of the Limited Partners, who are the Limited Partners immediately before the event described in paragraph 3.2 d. Expenses incurred in the continuation of the Partnership shall be deemed expenses of the Partnership.

13.3 Winding Up Of The Partnership. Upon the dissolution of the Partnership, the proceeds from the liquidation of the assets of the Partnership and collection of the receivables of the Partnership together with assets distributed in kind, to the extent sufficient therefor, shall be applied and distributed in the following order of priority:

- a. To the payment and discharge of all of the Partnership's debts and liabilities and the expenses of liquidation;
- b. To the creation of any reserves which the General Partner deems necessary for any contingent or unforeseen liabilities or obligations of the Partnership;
- c. To the payment and discharge of all of the Partnership's debts and liabilities owing to Partners, but if the amount available for payment is insufficient, then pro rata in accordance with the amounts of these debts and liabilities; and,
- d. To the Partners with positive Capital Accounts in accordance with the ratio of their Capital Accounts.

13.4 Deficit Capital Account. The Limited Partners shall have no liability to the Partnership, to the other Partners or to the creditors of the Partnership on account of any deficit balance in the Limited Partner's Capital Account. If the General Partner has a deficit balance in its Capital Account at the time of the liquidation of the Partnership or the liquidation of its interest in the Partnership (after crediting allocations of income and debiting allocations of loss to their Capital Account), the General Partner must pay to the Partnership the amount of the deficit balance. This amount, upon the liquidation of the Partnership, shall be paid to the creditors of the Partnership or distributed to the other Partners in accordance with Treasury Regulations Sections 1.704-1(b)(2)(ii)(b)(2) and (3). For purposes of this paragraph 13.4:

- a. The term "liquidation" is used in the sense of Treasury Regulations Section 1.704-1(b)(2)(ii)(g).
- b. The liquidated Partner's Capital Account shall be determined after taking into account all Capital Account adjustments for the Partnership's taxable year during which the liquidation occurs. The Partners intend that the provision set forth in the second paragraph of this Section 13.4, will constitute an unconditional obligation to restore deficit Capital Account as described in Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(3). The regulations shall control in the case of any conflict between those regulations and this paragraph 13.4.

Section 14

Special Power of Attorney

14.1 Attorney-in-Fact. Each Limited Partner grants to the General Partner a special

power of attorney irrevocably making, constituting and appointing the General Partner as the Limited Partners' attorney-in-fact, with power and authority to act in their name and on the Limited Partner's behalf to execute, acknowledge and swear to in the execution, acknowledgment and filing of documents, which shall include, by way of illustration but not of limitation, the following:

- a. The Certificate of Limited Partnership, this Agreement and any amendment to the Certificate or this Agreement, which, under the laws of the State of Idaho or the laws of any other state, are required to be filed or which the General Partner elects to file;
- b. Any other instrument or document required to be filed by the Partnership under the laws of any state or by any governmental agency, or which the General Partner elects to file; and,
- c. Any instrument or document that may be required to effect the continuation of the Partnership, the admission of an additional or substituted Limited or General Partner or the dissolution and termination of the Partnership (provided that the continuation, admission or dissolution and termination are in accordance with the terms of the Agreement), or to reflect any reduction in amount of the Partner's invested capital or reduction in the Partner's Capital Accounts.

14.2 Special Provisions. The special power of attorney being granted by each Limited Partner (1) is a special power of attorney coupled with an interest, (2) is irrevocable, (3) shall survive the death or incapacity of the granting Limited Partner and (4) is limited to the matters set forth in paragraph 14.1.

14.3 Signatures. The General Partner may exercise the special power of attorney on behalf of each Limited Partner by a facsimile signature or by the actual signature of a General Partner or one of the officers of a General Partner acting as an attorney-in-fact for all of the Limited Partners.

Section 15

Right of First Refusal

15.1 Offer. Except as pursuant to paragraph 10.4, before any Limited Partner assigns, transfers, sells, pledges or hypothecates their interest in the Partnership, that Partner (the "Selling Partner") shall give notice to the other Limited Partners (the "Offeree Partners") that the Selling Partner desires to sell their interest to the other Limited Partners. The notice shall contain a full and complete designation of the price and terms which the Selling Partner is proposing for sale of their interest.

15.2 Concurrence or Acceptance. The Offeree Partners, within thirty (30) days of

16.7 Severability. If any part of this Agreement is determined to be illegal or unenforceable, all other parts shall be given effect separately and shall not be affected.

16.8 Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by first class U.S. mail, postage prepaid. Notices may also effectively be given by transmittal over commercial electronic transmitting devices if the party to whom the notice is being sent has such a device in its office, provided a complete copy of any notice so transmitted shall also be mailed in the same manner as required for a mailed notice. Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in U.S. mail, postage prepaid. Notices shall be directed to the addresses shown on Schedule A, provided that a Partner may change their address for notice by giving written notice to all other Partners in accordance with this notice paragraph.

16.9 Gender and Number. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates.

16.10 Counterpart Copies. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

16.11 Cross-References. All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement, and shall not be deemed to be references to the overall transaction or to any other agreements or documents.

16.12 Joint and Several Liability. The General Partner and co-venturers of any Partner that itself is a partnership or joint venture shall be jointly and severally liable for all obligations of that Partner.

16.13 Covenant To Sign Documents. Each Partner shall execute, with an acknowledgment or affidavit, if required, all documents and writings reasonably necessary or expedient in the creation of this Partnership and the achievement of its purpose.

16.14 Agreement Drafted by Partnership's Attorney. The Partners each acknowledge that the Partnership's counsel, David E. Kerrick, prepared this Agreement on behalf of and in the course of its representation of the Partnership, as directed by its General Partner, and that:

a. They have been advised that a conflict of interest may exist between their interests and those of the Partnership and the Partners;

b. They have been advised by the Partnership's counsel to seek the advice of

independent counsel;

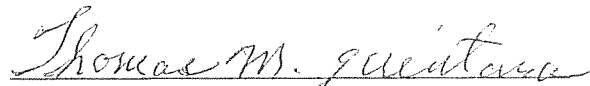
- c. They have had fair opportunity to seek the advice of independent counsel;
- d. They have received no representations from the Partnership's counsel about the tax consequences of this Agreement;
- e. They have been advised by the Partnership's counsel that this Agreement may have tax consequences; and,
- f. They have been advised by the Partnership's counsel to seek the advice of independent tax counsel.

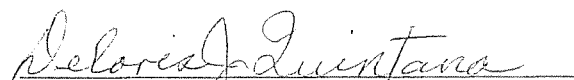
16.15 Schedules. The following Schedules and any others referred to in this Agreement as being attached are incorporated in this Agreement in their entirety by reference:

- a. Schedule A - Names and Interests of the Partners
- b. Schedule B - Contributions

IN WITNESS WHEREOF, the undersigned, being all of the Partners of the Partnership, have executed and acknowledged this Agreement as of the date first above written.

"GENERAL PARTNER"


THOMAS M. QUINTANA


DELORIS J. QUINTANA

"LIMITED PARTNERS"

Thomas M. Quintana
THOMAS M. QUINTANA

Deloris J. Quintana
DELORIS J. QUINTANA

SCHEDULE A
PARTNERSHIP INTEREST

	<u>% OF PROFITS</u>	<u>% OF LOSS</u>
<u>GENERAL PARTNER</u>	6%	6%

<u>LIMITED PARTNERS AS A GROUP</u>	94%	94%
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Individual Limited Partner's Share:

THOMAS M. QUINTANA and DELORIS J. QUINTANA	100%	100%
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SCHEDULE B
CAPITAL CONTRIBUTIONS

GENERAL PARTNER

CONTRIBUTION

THOMAS M. QUINTANA and
DELORIS J. QUINTANA

See attached Bargain and Sale Deed

LIMITED PARTNERS

THOMAS M. QUINTANA and
DELORIS J. QUINTANA

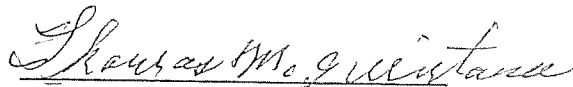
See attached Bargain and Sale Deed

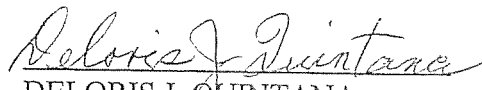
BARGAIN AND SALE DEED

THOMAS M. QUINTANA and DELORIS J. QUINTANA, Husband and Wife, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to THE QUINTANA RANCH LIMITED PARTNERSHIP, Grantee, 3824 U. S. Hwy 95, Homedale, Idaho, 83628, an undivided 6% interest in the following described real property:

See Attached Exhibit "A"

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals the
11th day of May, 2006.


THOMAS M. QUINTANA


DELORIS J. QUINTANA

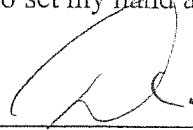
STATE OF IDAHO)

:SS

County of Canyon)

On this 11th day of May, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS M. QUINTANA and DELORIS J. QUINTANA, Husband and Wife, known to me to be the persons who executed the foregoing document and acknowledged to me that they executed the same.

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

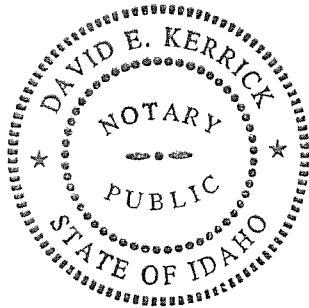


Notary Public for Idaho

Residing at Caldwell, Idaho

My Commission Expires: 4/1/12

(Seal)



F:\CLIENT FILES\ESTATE PLANNING\QUINTANA, Tom & Deloris\BARGAIN AND SALE DEED-1.wpd

BARGAIN AND SALE DEED - 2

EXHIBIT A

REAL ESTATE

IN TOWNSHIP 6 SOUTH, RANGE 3 WEST, B.M., OWYHEE
COUNTY, IDAHO

Section 18: Lots 1, 2, 3 & 4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$
Section 19: E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$
Section 20: Lots 1, 2, 3, 4 & 5, S $\frac{1}{2}$ S $\frac{1}{2}$, NW $\frac{1}{4}$
Section 29: E $\frac{1}{2}$
Section 30: Lots 1, 2, 3 & 4, E $\frac{1}{2}$ W $\frac{1}{2}$

IN TOWNSHIP 6 SOUTH, RANGE 4 WEST, B. M., OWYHEE
COUNTY, IDAHO

Section 24: E $\frac{1}{2}$ SE $\frac{1}{4}$
Section 25: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$
Section 30: Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 31: Lot 1

IN TOWNSHIP 6 SOUTH, RANGE 5 WEST, B.M., OWYHEE
COUNTY, IDAHO

Section 25: SE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$
Section 26: SE $\frac{1}{4}$ NE $\frac{1}{4}$

IN TOWNSHIP 7 SOUTH, RANGE 4 WEST, B.M., OWYHEE
COUNTY, IDAHO

Section 6: Lot 7, SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 7: Lots 1, 2, 3, & 4, E $\frac{1}{2}$ W $\frac{1}{2}$
Section 18: Lot 1; NE $\frac{1}{4}$ NW $\frac{1}{4}$

IN TOWNSHIP 7 SOUTH, RANGE 5 WEST, B.M., OWYHEE
COUNTY, IDAHO

Section 1: Se $\frac{1}{4}$
Section 12: NE $\frac{1}{4}$ NE $\frac{1}{4}$

STATE LEASES

State Lease No. G6586 for grazing and farming purposes on the following described property in Owyhee County, Idaho:

TOWNSHIP 6 SOUTH, RANGE 5 WEST, BOISE MERIDIAN

Section 36: N $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$

TOWNSHIP 7 SOUTH, RANGE 4 WEST, BOISE MERIDIAN

Section 16: All

Section 27: W $\frac{1}{2}$

Section 28: All

Together with all and singular the buildings, structures, fences, pipes, pipelines, tanks, dams, reservoirs, pumps, pumping equipment and all other improvements and fixtures on or in said property, and any and all water and water rights appurtenant or pertaining to said lands, ditches and ditch rights, flumes, aqueducts, canals, appropriations, franchises, and all other rights and privileges belonging to, or with, leading to, connected with, or usually had or enjoyed in connection with the said property, or any part thereof, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

GRAZING RIGHTS

All grazing rights appurtenant to, or for which the above-described real property stands as base or commensurate lands, including but not limited to the following:

FLINTCREEK - DEERCREEK ALLOTMENT NO. 0503

(United States Department of the Interior, Bureau of Land Management Grazing Record No. 1451)

Cattle (5/1 to 5/20) 45% on F.R.

TOTAL 50 aums

BOULDER FLAT ALLOTMENT NO. 0526 (United States Department of the Interior, Bureau of Land Management Grazing Record No. 1451)

Cattle (5/1 to 5/5 and 5/21 to 5/25) 45% on F.R.

TOTAL 344 aums

BACHELOR FLAT (FENCED FEDERAL RANGE) ALLOTMENT NO. 0640 (United States Department of the Interior, Bureau of Land Management)

Cattle (Permittee discretion)

TOTAL 127 aums

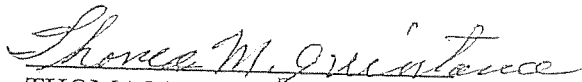
COPY

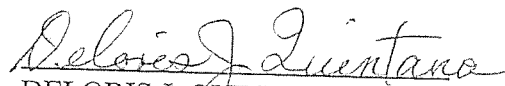
BARGAIN AND SALE DEED

THOMAS M. QUINTANA and DELORIS J. QUINTANA, Husband and Wife, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to THE QUINTANA RANCH LIMITED PARTNERSHIP, Grantee, 3824 U. S. Hwy 95, Homedale, Idaho, 83628, an undivided 94% interest in the following described real property:

See Attached Exhibit "A"

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals the
11th day of May, 2006.

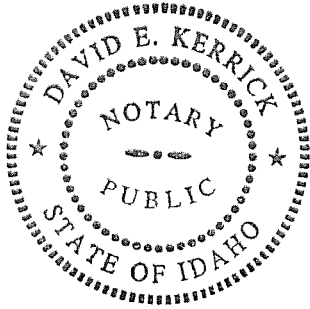

THOMAS M. QUINTANA


DELORIS J. QUINTANA

County of Canyon)

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

(Seal)



BARGAIN AND SALE DEED - 2

EXHIBIT A

REAL ESTATE

IN TOWNSHIP 6 SOUTH, RANGE 3 WEST, B.M., OWYHEE
COUNTY, IDAHO

- Section 18: Lots 1, 2, 3 & 4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$
- Section 19: E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$
- Section 20: Lots 1, 2, 3, 4 & 5, S $\frac{1}{2}$ S $\frac{1}{2}$, NW $\frac{1}{4}$
- Section 29: E $\frac{1}{2}$
- Section 30: Lots 1, 2, 3 & 4, E $\frac{1}{2}$ W $\frac{1}{2}$

IN TOWNSHIP 6 SOUTH, RANGE 4 WEST, B. M., OWYHEE
COUNTY, IDAHO

- Section 24: E $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 25: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$
- Section 30: Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 31: Lot 1

IN TOWNSHIP 6 SOUTH, RANGE 5 WEST, B.M., OWYHEE
COUNTY, IDAHO

- Section 25: SE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$
- Section 26: SE $\frac{1}{4}$ NE $\frac{1}{4}$

IN TOWNSHIP 7 SOUTH, RANGE 4 WEST, B.M., OWYHEE
COUNTY, IDAHO

- Section 6: Lot 7, SE $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 7: Lots 1, 2, 3, & 4, E $\frac{1}{2}$ W $\frac{1}{2}$
- Section 18: Lot 1; NE $\frac{1}{4}$ NW $\frac{1}{4}$

IN TOWNSHIP 7 SOUTH, RANGE 5 WEST, B.M., OWYHEE
COUNTY, IDAHO

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(United States Department of the Interior, Bureau of Land Management Grazing Record No. 1451)

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ALLOTMENT NO. 0640 (United States Department of the Interior, Bureau of Land Management)

Cattle (Permittee discretion)

TOTAL	127 aums
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Edward Jones
176 2nd Street South
Nampa, ID 83651
(208) 466-1690

Andy Dodson
Financial Advisor

Edward Jones

IDWR Western Region
2735 Airport Way
Boise, ID 83705

RECEIVED

JUL 18 2013

WATER RESOURCES
WESTERN REGION