

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 05 2013

DEV

Notice of Change in Water Right Ownership

WATER RESOURCES
WESTERN REGION

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?
PD 63-00276C	Yes ☐		Yes ☐		Yes ☐
LIC 63-12113	Yes ☐		Yes ☐		Yes ☐
~~WP 63-33130~~	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Ronald R and Sharon M Stutheit
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Ryan R Steele
Name of each new owner as listed on the conveyance document
Jessica S Steele
New owner continued ☐ Name connector ☐ and ☐ or ☒ and/or
28796 Hexon Rd
Mailing address
Parma Idaho 83660
City State ZIP
208-477-3990 ryan.steele28796@gmail.com
Telephone Email

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

5. Date you acquired the water rights and/or claims listed above: February 22, 2013.

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 # 63-276C

7. Signature: Ryan R Steele Title, if applicable _____ Date 4-4-13
Signature of new owner/claimant
- Signature: Jessica S Steele Title, if applicable _____ Date 4-4-13
Signature of new owner/claimant

For IDWR Office Use Only:

Received by JA Date 4/5/2013 Receipt No. WO 41001 Receipt Amt. \$75.00
Approved by RS Processed by JA Date 8/7/13



Pioneer Title Co.

610 S. Kimball Avenue
Caldwell, ID 83605

ELECTRONICALLY RECORDED-DO NOT
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PART OF THE ORIGINAL DOCUMENT

File No. 521536

2013-008519

RECORDED

02/25/2013 09:17 AM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=2 CMCLAUGHLIN \$13.00

TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

WARRANTY DEED

For Value Received

Ronald R. Stutheit and Sharon M. Stutheit, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Ryan R. Steele and Jessica S. Steele, husband and wife

hereinafter referred to as Grantee, whose current address is 28796 Hexon Road Parma, ID 83660

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: February 20, 2013

Ronald R. Stutheit
Ronald R. Stutheit

Sharon M. Stutheit
Sharon M. Stutheit

State of Idaho, County of Canyon

On this 22 day of February in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald R. Stutheit and Sharon M. Stutheit known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Kathy McDonald
Residing at: Caldwell
Commission Expires: 5/27/17

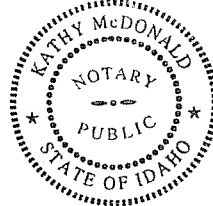


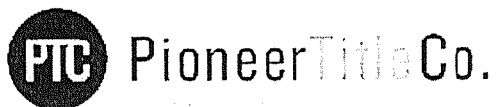
EXHIBIT A

This parcel is a portion of the Northwest Quarter of the Southwest Quarter in Section 8, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the southwest corner of the Northwest Quarter of the Southwest Quarter (S1/16W Corner, Section 8), a found PK Nail and brass washer; thence
North 00° 11' 05" East along the west boundary of the Northwest Quarter of the Southwest Quarter a distance of 647.50 feet to the TRUE POINT OF BEGINNING, a point witnessed by a 1/2 x 24 inch rebar set with a plastic cap stamped L.S. 3627 bearing South 88° 55' 25" East a distance of 317.93 feet; thence continuing
North 00° 11' 05" East along the west boundary of the Northwest Quarter of the Southwest Quarter a distance of 670.68 feet to the Northwest corner of the Northwest Quarter of the Southwest Quarter, said point witnessed by a 1/2 x 24 inch rebar set with a plastic cap stamped L.S. 3627 bearing South 89° 03' 54" East a distance 315.37 feet; thence
South 89° 03' 54" East along the north boundary of the Northwest Quarter of the Southwest Quarter a distance of 1338.25 feet to the northeast corner of the Northwest Quarter of the Southwest Quarter, a 5/8 x 30 inch rebar set with a 2 inch aluminum cap stamped L.S. 3627; thence
South 00° 27' 06" East along the east boundary of the Northwest quarter of the Southwest Quarter a distance of 1321.79 feet to the southeast corner of the Northwest Quarter of the Southwest Quarter, a found 1/2 inch diameter rebar with a plastic cap stamped L.S. 797; thence
North 88° 55' 25" West along the south boundary of the Northwest Quarter of the Southwest Quarter a distance of 724.98 feet to a point that lies 628.00 feet east of the southwest corner of the Northwest Quarter of the Southwest Quarter, a ginspike set with an aluminum washer stamped L.S. 3627; thence
North 00° 11' 05" East parallel with the west boundary of the Northwest Quarter of the Southwest Quarter a distance of 647.50 feet to a 1/2 x 24 inch rebar set with a plastic cap stamped L.S. 3627; thence
North 88° 55' 25" West parallel with the south boundary of the Northwest Quarter of the Southwest Quarter a distance of 628.00 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:

BEGINNING at the Southeast corner of the Northwest Quarter of the Southwest Quarter, Section 8, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho; thence
North 760 feet along the East boundary of said Northwest Quarter of the Southwest Quarter; thence
West along a line parallel to the North boundary of the Northwest Quarter of the Southwest Quarter a distance of 126 feet; thence
Southwesterly a distance of 337 feet to a point that is 325 feet West of the East boundary line of said Northwest Quarter of the Southwest Quarter; thence
South a distance of 486 feet to a point on the South boundary of said Northwest Quarter of the Southwest Quarter that is 325 feet West of the East boundary line of said Northwest Quarter of the Southwest Quarter; thence
East a distance of 325 feet along the South boundary to the INITIAL POINT OF BEGINNING.



610 S. Kimball Avenue
Caldwell, ID 83605

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File No. 521536

Beneficiary Initials

DEED OF TRUST

THIS DEED OF TRUST, Made February 20, 2013 between Ryan R. Steele and Jessica S. Steele, husband and wife herein called GRANTOR, whose address is 28796 Hexon Road, Parma, ID 83660; Pioneer Title Company of Canyon County, herein called TRUSTEE; and Ronald R. Stutheit and Sharon M. Stutheit, husband and wife whose mailing address is 28900 Hexon Road, Parma, ID 83660, herein called BENEFICIARY;

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Canyon, State of Idaho, described as follows:

THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

See Exhibit A attached hereto and made a part hereof.

If all, or any part, of the subject real property, or an interest therein is sold, transferred, or contracted to be sold or transferred in the future by agreement, without the Beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of the Grantor, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of \$79,900.00 Seventy Nine Thousand Nine Hundred Dollars and No Cents final payment due February 27, 2018, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate; irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay: (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust.

(5) Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power, pay allowable expenses.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

B. It is mutually agreed that:

(1) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of title evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at accrued legal judgment rate per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

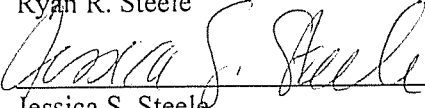
(8) Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(9) In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address herein before set forth.



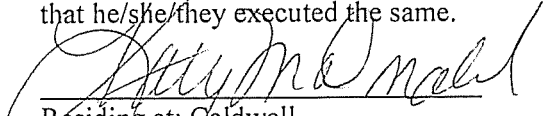
Ryan R. Steele



Jessica S. Steele

State of Idaho, County of Canyon

On this 22 day of February in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan R. Steele and Jessica S. Steele known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Residing at: Caldwell
Commission Expires: 5/27/17

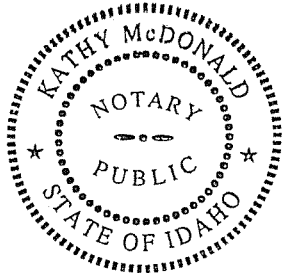


EXHIBIT A

This parcel is a portion of the Northwest Quarter of the Southwest Quarter in Section 8, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the southwest corner of the Northwest Quarter of the Southwest Quarter (S1/16W Corner, Section 8), a found PK Nail and brass washer; thence North 00° 11' 05" East along the west boundary of the Northwest Quarter of the Southwest Quarter a distance of 647.50 feet to the TRUE POINT OF BEGINNING, a point witnessed by a 1/2 x 24 inch rebar set with a plastic cap stamped L.S. 3627 bearing South 88° 55' 25" East a distance of 317.93 feet; thence continuing North 00° 11' 05" East along the west boundary of the Northwest Quarter of the Southwest Quarter a distance of 670.68 feet to the Northwest corner of the Northwest Quarter of the Southwest Quarter, said point witnessed by a 1/2 x 24 inch rebar set with a plastic cap stamped L.S. 3627 bearing South 89° 03' 54" East a distance 315.37 feet; thence South 89° 03' 54" East along the north boundary of the Northwest Quarter of the Southwest Quarter a distance of 1338.25 feet to the northeast corner of the Northwest Quarter of the Southwest Quarter, a 5/8 x 30 inch rebar set with a 2 inch aluminum cap stamped L.S. 3627; thence South 00° 27' 06" East along the east boundary of the Northwest quarter of the Southwest Quarter a distance of 1321.79 feet to the southeast corner of the Northwest Quarter of the Southwest Quarter, a found 1/2 inch diameter rebar with a plastic cap stamped L.S. 797; thence North 88° 55' 25" West along the south boundary of the Northwest Quarter of the Southwest Quarter a distance of 724.98 feet to a point that lies 628.00 feet east of the southwest corner of the Northwest Quarter of the Southwest Quarter, a ginspike set with an aluminum washer stamped L.S. 3627; thence North 00° 11' 05" East parallel with the west boundary of the Northwest Quarter of the Southwest Quarter a distance of 647.50 feet to a 1/2 x 24 inch rebar set with a plastic cap stamped L.S. 3627; thence North 88° 55' 25" West parallel with the south boundary of the Northwest Quarter of the Southwest Quarter a distance of 628.00 feet to the TRUE POINT OF BEGINNING.

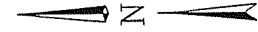
EXCEPTING THEREFROM:

BEGINNING at the Southeast corner of the Northwest Quarter of the Southwest Quarter, Section 8, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho; thence North 760 feet along the East boundary of said Northwest Quarter of the Southwest Quarter; thence West along a line parallel to the North boundary of the Northwest Quarter of the Southwest Quarter a distance of 126 feet; thence Southwesterly a distance of 337 feet to a point that is 325 feet West of the East boundary line of said Northwest Quarter of the Southwest Quarter; thence South a distance of 486 feet to a point on the South boundary of said Northwest Quarter of the Southwest Quarter that is 325 feet West of the East boundary line of said Northwest Quarter of the Southwest Quarter; thence East a distance of 325 feet along the South boundary to the INITIAL POINT OF BEGINNING.

Reference Surveys:
Inst. No. 9725916
Inst. No. 200342392

Reference Deeds:
Inst. No. 9312582
Inst. No. 2011028405

52





Pioneer Title Co.

610 S. Kimball Avenue
Caldwell, ID 83605

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File No. 521536

QUITCLAIM DEED FOR BOUNDARY LINE ADJUSTMENT

For Value Received

Ryan R. Steele and Jessica S. Steele, husband and wife
do hereby convey, release, remise and forever quit claim unto

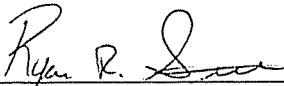
Ryan R Steele and Jessica S. Steele, husband and wife
whose address is 28796 Hexon Road, Parma, ID 83660

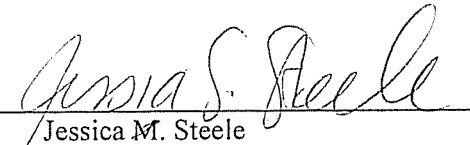
the following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

together with their appurtenances.

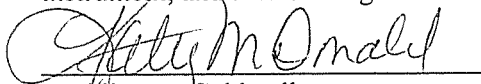
Dated: February 20, 2013

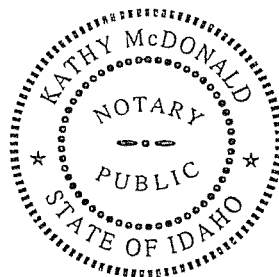

Ryan R. Steele


Jessica M. Steele
S

State of Idaho County of Canyon

On this 22 day of February in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan R. Steele and Jessica M. Steele, known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

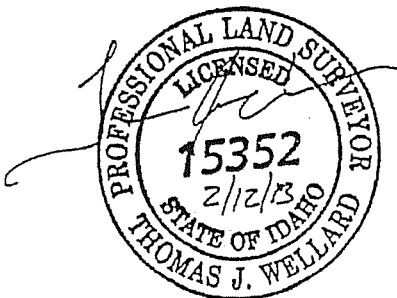

Residing at: Caldwell
Commission Expires: 5/27/17





Skinner Land Survey Co. Inc.

312 W. South Street
Grangeville, Idaho 83530
(208)983-2517 Grangeville
(208)454-0933 Nampa/Caldwell
WWW.SKINNERLANDSURVEY.COM
surveys@skinnerlandsurvey.com



Greg L. Skinner, PLS
Thomas J. Wellard, PLS
Rodney Kahle-Clark, PE

February 12, 2013

Legal Description for

Job No. FE0413

Parcel 2

This parcel is a portion of the NW ¼ SW ¼ of Section 8, Township 5 North, Range 5 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the southwest corner of the NW ¼ SW ¼ (S1/16W Corner, Section 8), a found PK Nail and brass washer;

thence North 00° 11' 05" East along the west boundary of the NW ¼ SW ¼ a distance of 647.50 feet to the **TRUE POINT OF BEGINNING**, a point witnessed by a ½ x 24 inch rebar set with a plastic cap stamped L.S. 3627 bearing South 88° 55' 25" East a distance of 317.93 feet;

thence continuing North 00° 11' 05" East along the west boundary of the NW ¼ SW ¼ a distance of 670.68 feet to the northwest corner of the NW ¼ SW ¼, said point witnessed by a ½ x 24 inch rebar set with a plastic cap stamped L.S. 3627 bearing South 89° 03' 54" East a distance of 315.37 feet;

thence South 89° 03' 54" East along the north boundary of the NW ¼ SW ¼ a distance of 1338.25 feet to the northeast corner of the NW ¼ SW ¼, a 5/8 x 30 inch rebar set with a 2 inch aluminum cap stamped L.S. 3627;

thence South 00° 27' 06" East along the east boundary of the NW ¼ SW ¼ a distance of 1321.79 feet to the southeast corner of the NW ¼ SW ¼, a found ½ inch diameter rebar with a plastic cap stamped L.S. 797;

thence North 88° 55' 25" West along the south boundary of the NW ¼ SW ¼ a distance of 724.98 feet to a point that lies 628.00 feet east of the southwest corner of the NW ¼ SW ¼, a ginspike set with an aluminum washer stamped L.S. 3627;

thence North 00° 11' 05" East parallel with the west boundary of the NW ¼ SW ¼ a distance of 647.50 feet to a ½ x 24 inch rebar set with a plastic cap stamped L.S. 3627;

thence North 88° 55' 25" West parallel with the south boundary of the NW ¼ SW ¼ a distance of 628.00 feet to the **TRUE POINT OF BEGINNING**, containing 31.433 acres, more or less, and being subject to any and all easements and rights-of-way of record or implied, **EXCEPTING** all land lying in the existing Boise River channel as defined by the ordinary high water line on each bank.