

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED *RS*
JAN 16 2013
DEPARTMENT OF
WATER RESOURCES

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
36-13645 <i>WSB</i>	Yes ☐		Yes ☐		Yes ☐
36-16210 <i>WSB</i>	Yes ☐		Yes ☐		Yes ☐
36-16211 <i>WSB</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: P. Chad Bailey and Susan C. Bailey
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): James L. Stroud
Name of each new owner as listed on the conveyance document
Lorien E. Stroud
New owner continued ☐ Name connector ☒ and ☐ or ☐ and/or
P.O. Box 1117
Mailing address
Burley ID 83318
City State ZIP
(208) 300-0454 jimstroud@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: 6-27-2012
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.

7. Signature: *James L. Stroud* **SUPPORT DATA** 36-13645
Signature of new owner/claimant Title, if applicable Date 6/28/12
Signature: *Lorien E. Stroud* **IN FILE #** 36-13645
Signature of new owner/claimant Title, if applicable Date 6/28/12

For IDWR Office Use Only:

Received by HP Date 1-16-13 Receipt No. C096437 Receipt Amt. 75.00
Approved by P. Szaggs Processed by DWB Date 2-6-2013

RECORDATION REQUESTED BY:

D. L. Evans Bank
North Burley Branch
P.O. Box 1188
397 North Overland Ave.
Burley, ID 83318

Instrument # 518180

MINIDOKA COUNTY, RUPERT, IDAHO
7-26-2012 03:16:27 No. of Pages: 8
Recorded for : BURLEY LAND TITLE
PATTY TEMPLE Fee: 31.00
Ex-Officio Recorder Deputy *[Signature]*

WHEN RECORDED MAIL TO:

D. L. Evans Bank
North Burley Branch
P.O. Box 1188
397 North Overland Ave.
Burley, ID 83318

SEND TAX NOTICES TO:

James L. Stroud
Lorien E. Stroud
P. O. Box 1117
Burley, ID 83318

48786 MC
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated June 27, 2012, among James L. Stroud and Lorien E. Stroud ("Grantor"); D. L. Evans Bank, whose address is North Burley Branch, P.O. Box 1188, 397 North Overland Ave., Burley, ID 83318 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Land Title and Escrow, Inc., whose address is P.O. Box 177, Burley, ID 83318 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Minidoka County, State of Idaho:

REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH THE WATER RIGHTS REPRESENTED BY IDAHO STATE DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 36-16211 WITH A CLAIMED PRIORITY OF MAY 23, 1962 TO 0.03 CFS OF GROUNDWATER AND WATER RIGHT NO. 36-13645 WITH A CLAIMED PRIORITY OF DECEMBER 31, 1978 TO 0.08CFS OF GROUNDWATER AND WATER RIGHT NO. 36-16210 WITH CLAIM PRIORITY OF MAY 4, 1978 TO 0.11 CFS OF GROUNDWATER TOGETHER WITH ANY AND ALL OTHER WATER RIGHTS AND DITCH RIGHTS APPURTENANT TO THE ABOVE DESCRIBED PREMISES.

TOGETHER WITH ALL IRRIGATION EQUIPMENT AND ADDITIONS THERETO AND REPLACEMENTS THEREOF NOW OWNED OR HEREAFTER ACQUIRED BY THE BORROWERS AND USED IN THE IRRIGATION OF THE ABOVE PREMISES. 2 PUMPS: GENERAL ELECTRIC 20 HP CAT NO: JPM2514T SPEC: 39K036W669; GENERAL ELECTRIC 10 HP MODEL: 5K6227XHIA. INCLUDING 2 RAINBIRD WHEEL LINES.

The Real Property or its address is commonly known as 428-A South 200 West, Rupert, ID 83350.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

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

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

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor

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

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

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

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

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

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

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

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

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

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

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

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

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

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

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

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

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

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

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Minidoka County, State of Idaho. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

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

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

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

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

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

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

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cassia County, State of Idaho.

Joint and Several Liability. All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

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

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

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

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

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

Beneficiary. The word "Beneficiary" means D. L. Evans Bank, and its successors and assigns.

Borrower. The word "Borrower" means James L. Stroud and Lorien E. Stroud and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances

EXHIBIT 'A'

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 18: That part of Lot 2 and that part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northwest corner of said Section 18; thence South 00°05'26" West (South, rec.) along the West section line of said Section 18 for 1321.64 feet (1324.50 feet, rec.) to the Northwest corner of Lot 2, said corner marked by a 5/8 inch rebar; Thence North 89°57'43" East along the north line of Lot 2 for a distance of 316.77 feet, which point shall be known as the True Point of Beginning;
Thence South 00°21'38" East (South, rec.) along the West section line of said Section 18 for 27.90 feet to a ½ inch rebar;
Thence South 00°21'38" East for a distance of 579.20 feet to a ½ inch rebar;
Thence South 89°52'22" West for a distance of 80.42 feet to a ½ inch rebar;
Thence South 0°59'45" East for 203.07 feet;
Thence North 88°23'16" East for 333.38 feet along the Lateral Centerline;
Thence North 84°12'20" East along said Lateral Centerline for 106.68 feet;
Thence North 77°47'02" East along said Lateral Centerline for 212.43 feet;
Thence North 66°57'09" East along said Lateral Centerline for 157.88 feet;
Thence North 36°22'01" East along said Lateral Centerline for 55.04 feet;
Thence North 00°00'00" East (North, rec.) for 639.57 feet (635.98 feet, rec.);
Thence South 89°57'43" West (West, rec.) for 751.85 feet to the True Point of Beginning.

EXCEPTING THEREFROM the following described tract:

Beginning at the Northwest Corner of Lot 2 of Section 18, said corner marked by a 5/8 inch rebar;
thence North 89°57'43" East along the north line of Lot 2 for a distance of 316.77 feet;
thence South 00°21'38" East for a distance of 27.90 feet to a ½ inch rebar; thence South 00°21'38" East for a distance of 579.20 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence South 00°21'38" East for a distance of 184.51 feet to a ½ inch rebar;
Thence South 00°21'38" East for a distance of 16.57 feet to the centerline of an irrigation lateral;
Thence South 88°26'01" West (South 88°23'16" West, rec.) along said lateral for a distance of 78.36 feet;
Thence North 00°56'50" West (North 0°59'45" West, rec.) for a distance of 203.07 feet to a ½ inch rebar;
Thence North 89°52'22" East for a distance of 80.42 feet to the Point of Beginning.

PARCEL NO. 2:

TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 18: Part of Lots 1 and 2 and the E $\frac{1}{2}$ NW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Northwest corner of said Section 18; thence South 00°05'26" West (South, rec.) along the West section line of said Section 18 for 1321.64 feet (1324.50 feet, rec.) to the Northwest corner of Lot 2, said corner marked by a 5/8 inch rebar; Thence North 89°57'43" East along the north line of Lot 2 for a distance of 1068.62 feet, (1070.98, rec.) which point shall be known as the True Point of Beginning;
Thence South 00°00'00" West (South, rec.) for a distance of 639.57 feet (635.98 feet, rec.)
Thence North 36°22'01" East for 55.95 feet along the Lateral Centerline;
Thence North 70°26'21" East for 91.90 feet;
Thence North 86°48'18" East for 443.34 feet;
Thence North 66°34'14" East for 159.10 feet;
Thence North 56°13'22" East for 379.45 feet;
Thence leaving the Lateral Centerline North 0°01'23" East for 264.13 feet (261.14 feet, rec.) along the East line of the NW $\frac{1}{4}$;
Thence North 89°57'43" West (West, rec.) for 1023.91 feet (1023.79 feet, rec.) to the Point of Beginning.

Continuation
of EXHIBIT 'A'

PARCEL NO. 3:

TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 18: Part of Lots 1 and 2 and the E½NW¼, more particularly described as follows:

Beginning at the Northwest corner of said Section 18; Thence South 00°05'26" West (South, rec.) along the West section line of said Section 18 for a distance of 2141.16 feet (2141.00, rec.) Thence North 89°00'00" East for a distance of 246.10 feet, which point shall be known as the True Point of Beginning;
Thence North 0°59'45" East (West, rec.) for 9.38 feet;
Thence North 88°23'16" East for 333.38 feet along the Lateral Centerline;
Thence North 84°12'20" East for 106.68 feet;
Thence North 77°47'02" East for 212.43 feet;
Thence North 66°57'09" East for 157.88 feet;
Thence North 36°22'01" East for 110.99 feet;
Thence North 70°26'21" East for 91.90 feet;
Thence North 86°48'18" East for 443.34 feet;
Thence North 66°34'14" East for 159.10 feet;
Thence North 56°13'22" East for 379.45 feet;
Thence leaving the Lateral Centerline South 0°01'23" West for 555.36 feet along the East line of the NW¼;
Thence South 90°00'00" West (West, rec.) for 1848.66 feet (1848.34 feet, rec.) to the Point of Beginning.

PARCEL NO. 4:

A non-exclusive perpetual access easement created by Special Warranty Deed from D. L. Evans Bank, an Idaho state chartered banking organization, who acquired title as D. L. Evans Bank, Grantor, to Susan Bailey, an unmarried woman, Grantee, dated May 14, 2012 and recorded May 14, 2012 as Instrument No. 517096, records of Minidoka County, Idaho, AND by Correction Special Warranty Deed, dated June 5, 2012 and recorded June 5, 2012 as Instrument No. 517416, re-recorded June 5, 2012 as Instrument No. 517424, records of Minidoka County, Idaho, for the benefit of Parcel Nos. 1, 2 and 3, more particularly described as follows:

TOWNSHIP 10 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 18: Part of Lot 2, more particularly described as follows:

Beginning at the Northwest Corner of Lot 2 in Section 18, said corner marked by a 5/8 inch rebar; thence South 00°05'26" East (South, rec.) along the west line of Section 18 for a distance of 579.23 feet to the Point of Beginning;
Thence North 89°52'22" East for a distance of 278.23 feet;
Thence North 53°57'18" East for a distance of 50.82 feet;
Thence South 00°21'38" East for a distance of 58.17 feet to a ½ inch rebar;
Thence South 00°21'38" East for a distance of 38.76 feet;
Thence North 56°01'44" West for a distance of 69.14 feet;
Thence South 89°52'22" West for a distance of 23.32 feet to a ½ inch rebar;
Thence South 89°52'22" West (South 89°53'10" West, rec.) for a distance of 216.50 feet to a ½ inch rebar;
Thence South 89°52'26" West (South 89°53'10" West, rec.) for a distance of 22.72 feet to the west line of Section 18;
Thence North 00°05'27" West (North, rec.) for a distance of 28.35 feet to the Point of Beginning.
