

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 17 2012

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?
63-10649	Yes ☒	SPLIT INTO:	Yes ☐		Yes ☐
	Yes ☐	63-33688	Yes ☐		Yes ☐
	Yes ☐	63-33689	Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Galen Perkins

Name of current water right holder/claimant

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

Carl R. Woodburn

Name of each new owner as listed on the conveyance document

New owner continued

Name connector

☒ and

☐ or

☐ and/or

14169 Locust Lane

Mailing address

Nampa

City

State

ZIP

724-8442

Telephone

ID 83686

Email

CWoodburn@idol.com

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: 5/2005

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:

Carl R. Woodburn

Signature of new owner/claimant

owner

Title, if applicable

7/16/12

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

RS

Date

7.17.12

Receipt No.

W040379

Receipt Amt.

100

Approved by

Processed by

RS

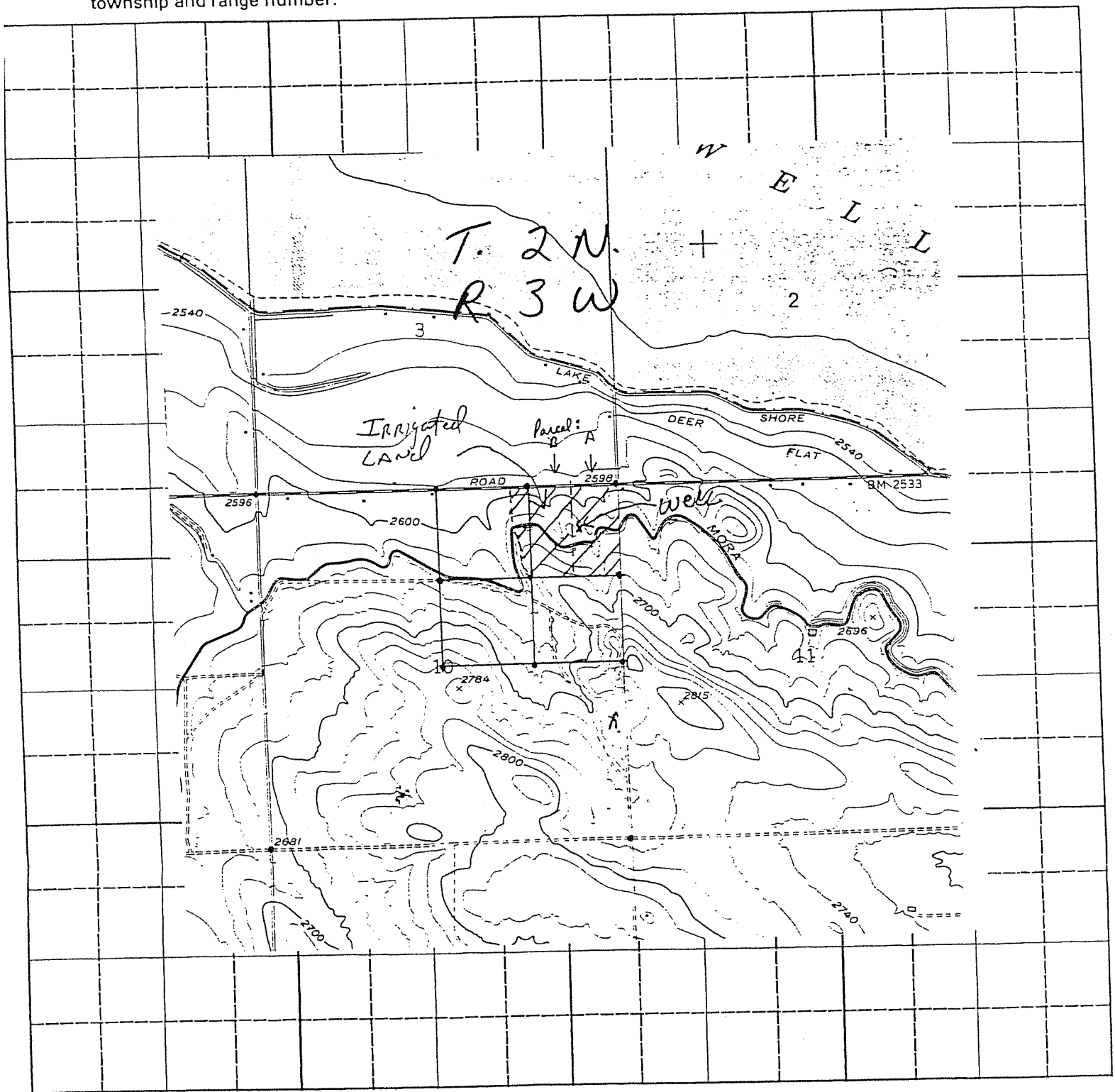
Date

8.23.12

SUPPORT DATA

63-10649

13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile.

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Leora M K Oser
(Applicant)

RECEIVED

AUG 20 2012

WATER RESOURCES
WESTERN REGION

RECORDED

1 JUN 7 PM 3 35

2011022425

QUITCLAIM DEED

JONI E. WOODBURN, hereinafter "Grantor," does release and forever quitclaim unto CARL R. WOODBURN, whose current address is 14169 Locust Lane, Nampa, Idaho 83686, hereinafter "Grantee," and to his heirs and assigns, all right, title and interest which Grantor now has or may hereafter acquire in the following described real property, containing approximately 12.06 acres, situated in Canyon County, State of Idaho, to wit:

A parcel of land located in a portion of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 10, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho, being further described as follows:

BASIS OF BEARINGS:

The North line of the Northeast $\frac{1}{4}$ of Section 10, Township 2 North, Range 3 West, Boise Meridian, derived from found monuments and taken as North $89^{\circ}31'26''$ East.

BEGINNING at a $\frac{5}{8}$ inch rebar from which a $\frac{5}{8}$ inch rebar marking the Southeast corner of said North $\frac{1}{2}$ bears North $89^{\circ}31'53''$ East a distance of 705.52 feet,

thence along the South line of said North $\frac{1}{2}$ South $89^{\circ}31'53''$ West a distance of 771.42 feet to a point;

thence leaving said South line and along the centerline of Mora Canal North $20^{\circ}04'45''$ West a distance of 149.12 feet to a point;

thence North $06^{\circ}05'14''$ West a distance of 465.71 feet to a point;

thence along the arc of a curve to the right having a radius of 150.00 feet, an arc length of 236.33 feet, a central angle of $90^{\circ}16'5''$, and a chord bearing North $39^{\circ}02'53''$ East a distance of 212.63 feet to a point;

thence North $84^{\circ}11'00''$ East a distance of 128.58 feet to a point;

thence along the arc of a curve to the right having a radius of 150.00 feet, an arc length of 129.75 feet, a central angle of $49^{\circ}34'00''$, and a chord bearing South $71^{\circ}02'00''$ East a distance of 125.76 feet to a point;



RECEIVED

JUL 17 2012

WATER RESOURCES
WESTERN REGION

FAX FROM

PIONEER TITLE CO. OF CALDWELL

610 S. Kimball Ave. Caldwell, Idaho 83605

Office Phone: 208-459-1651 Fax: 208-459-6635

TO: Water Co. FROM: CrystalFAX: 334-2348 DATE: 7-17-12PHONE: _____ PAGES: (INCLUDING COVER) 6RE: Woodburn, Carl CC: _____☐ URGENT ☒ FOR REVIEW ☐ PLEASE REPLY

COMMENTS:

12 acre parcel

HAVE A GREAT DAY!

She is on house

PIONEER TITLE COMPANY
OF CANYON COUNTY
610 S. KIMBALL AVE.
P. O. BOX 610
CALDWELL, IDAHO 83606-0610
(208) 459-1651

Carl Woodburn
4023 Meadow Ave.
Caldwell, ID 83605

Escrow No. PC62554
RE: Perkins/Woodburn
Date: February 16, 2005

The closing of your purchase of the above referenced property has now been completed. Enclosed for your records are your original Warranty Deed and Title Insurance Policy.

****If this property is going to be your primary residence, you will need to take your deed to the Assessor's office at the Canyon County Courthouse and apply for your homeowners exemption.****

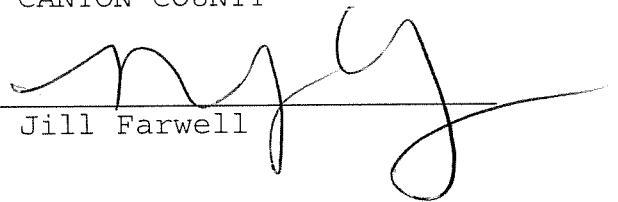
We appreciate having had this opportunity to be of service to you. If you have questions or if we can help you again, please feel free to contact us.

Yours very truly,

PIONEER TITLE COMPANY
OF CANYON COUNTY

By

Jill Farwell

A handwritten signature in black ink, appearing to read 'Jill Farwell', is written over a horizontal line. The signature is stylized with a large, looping 'J' and 'F'.

E ... PC66490

PIONEER-CALDWELL

REQUEST

TYPE Deed FEE 15.00**WARRANTY DEED**

NOEL HALE
CANYON CNTY RECORDER
By *John Hale*

2005 JUL 25 PM 4 33

RECORDED

200544255

FOR VALUE RECEIVED, LAKE LOWELL ORCHARDS, a general partnership whose members are Terry S. Maley and Louise O. Maley, husband and wife, David A. Hindson and Mary C. Hindson, husband and wife, and Lawrence L. Dee, a married man dealing in his sole and separate property, hereinafter referred to as the Grantor, hereby grants, bargains, sells and conveys unto CARL R. WOODBURN and JONI E. WOODBURN, husband and wife, whose address is 4023 Meadow Avenue, Caldwell, Idaho 83605, hereinafter referred to as the Grantee, the following described premises situated in Canyon County, State of Idaho, to-wit:

A parcel of land located in a portion of the North 1/2 of the Northeast 1/4 of Section 10, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho, being further described as follows:

BASIS OF BEARINGS:

The North line of the Northeast 1/4 of Section 10, Township 2 North, Range 3 West, Boise Meridian, derived from found monuments and taken as North 89°31'26" East.

BEGINNING at a 5/8 inch rebar from which a 5/8 inch rebar marking the Southeast corner of said North 1/2 bears North 89°31'53" East a distance of 705.52 feet, thence along the South line of said North 1/2 South 89°31'53" West a distance of 771.42 feet to a point; thence leaving said South line and along the centerline of Mora Canal North 20°04'45" West a distance of 149.12 feet to a point; thence North 06°05'14" West a distance of 465.71 feet to a point; thence along the arc of a curve to the right having a radius of 150.00 feet, an arc length of 236.33 feet, a central angle of 90°16'5", and a chord bearing North 39°02'53" East a distance of 212.63 feet to a point; thence North 84°11'00" East a distance of 128.58 feet to a point; thence along the arc of a curve to the right having a radius of 150.00 feet, an arc length of 129.75 feet, a central angle of 49°34'00", and a chord bearing South 71°02'00" East a distance of 125.76 feet to a point; thence South 46°15'00" East a distance of 362.73 feet to a point; thence along the arc of a curve to the left having a radius of 150.00 feet, an arc length of 169.43 feet, a central angle of 64°43'00", and a chord bearing South 78°36'30" East a distance of 160.56 feet to a point; thence North 69°02'00" East a distance of 60.26 feet to a point; thence leaving said centerline of the Mora Canal South 21°47'40" East a distance of 32.18 feet to a point; thence South 00°27'23" East a distance of 443.27 feet to the POINT OF BEGINNING.

SUBJECT TO easements, reservations and restrictions of record or apparent and real property taxes and assessments for the year 2005 and thereafter.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances

thereunto belonging or in anyway appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity.

TO HAVE AND TO HOLD all and singular the property, together with the appurtenances, unto the Grantee, Grantee's successors, heirs and assigns forever.

AND Grantor shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, Grantee's successors, heirs and assigns against Grantor and Grantor's successors, heirs and assigns and against all and every person and persons whomsoever lawfully claiming the same.

IN WITNESS WHEREOF, Grantor has hereunto executed this Deed the 22nd day of July, 2005.

LAKE LOWELL ORCHARDS

By Terry S. Maley
Terry S. Maley, Partner

By Terry S. Maley
Louise O. Maley, Partner and Principal

By Terry S. Maley
Terry S. Maley, attorney-in-fact for
Louise O. Maley

By David A. Hindson
David A. Hindson, Partner

By Mary C. Hindson
Mary C. Hindson, Partner

By Lawrence L. Dee
Lawrence L. Dee, Partner

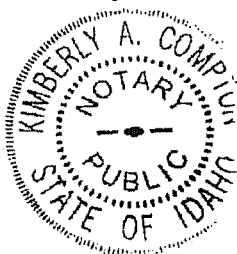
State of Idaho

: ss.

County of ~~Ada~~ Canyon

On this 22nd day of July, 2005, before me, the undersigned Notary Public in and for said State, personally appeared **TERRY S. MALEY**, known or identified to me to be one of the partners in the partnership of Lake Lowell Orchards, and one of the partners who subscribed the partnership name to the foregoing instrument, and acknowledged to me that he executed the same in the partnership name.

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



A handwritten signature of the notary public, Kimberly A. Compiton, written over a horizontal line.

Notary Public for State of Idaho
Residing at Boise, Idaho Wilder
My Commission Expires: 1-27-11

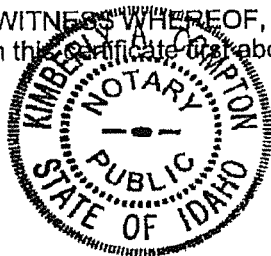
STATE OF IDAHO)

: ss.

County of ~~Ada~~ Canyon

On this 22nd day of July, 2005, before me, the undersigned Notary Public in and for said State, personally appeared **TERRY S. MALEY**, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of LOUISE O. MALEY, one of the partners in the partnership of Lake Lowell Orchards and one of the partners who subscribed the partnership name to the foregoing instrument, and acknowledged to me that he subscribed her name as principal in the partnership name and his own name as attorney-in-fact.

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



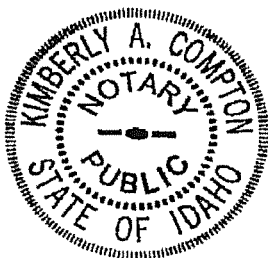
A handwritten signature of the notary public, Kimberly A. Compiton, written over a horizontal line.

Notary Public for State of Idaho
Residing at Boise, Idaho Wilder
My Commission Expires: 1-27-11

State of Idaho : ss.
County of Ada (Canyon)

On this 22nd day of July, 2005, before me, the undersigned Notary Public in and for said State, personally appeared **DAVID A. HINDSON**, known or identified to me to be one of the partners in the partnership of Lake Lowell Orchards, and one of the partners who subscribed the partnership name to the foregoing instrument, and acknowledged to me that he executed the same in the partnership name.

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



[Signature]

Notary Public for State of Idaho
Residing at Boise, Idaho Wilder
My Commission Expires: 1-27-11

STATE OF IDAHO)
County of Ada (Canyon) : ss.

On this 22nd day of July, 2005, before me, the undersigned Notary Public in and for said State, personally appeared **MARY C. HINDSON**, known or identified to me to be one of the partners in the partnership of Lake Lowell Orchards, and one of the partners who subscribed the partnership name to the foregoing instrument, and acknowledged to me that she executed the same in the partnership name.

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



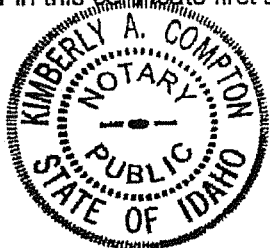
[Signature]

Notary Public for State of Idaho
Residing at Boise, Idaho Wilder
My Commission Expires: 1-27-11

State of Idaho : ss.
County of ~~Ada~~ Canyon

On this 22nd day of July, 2005, before me, the undersigned Notary Public in and for said State, personally appeared **LAWRENCE L. DEE**, known or identified to me to be one of the partners in the partnership of Lake Lowell Orchards, and one of the partners who subscribed the partnership name to the foregoing instrument, and acknowledged to me that he executed the same in the partnership name.

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 State of Idaho
Residing at Boise, Idaho Wilder
My Commission Expires: 1-27-11

2554

INSTRUMENT NO.

200504935

WARRANTY DEED

FOR VALUE RECEIVED Galen E. Perkins and Frances A. Perkins,
husband and wife

the Grantors, do hereby grant, bargain, sell and convey unto Carl Woodburn, an unmarried
person

the Grantee, whose address is 4023 Meadows Ave., Caldwell, ID 83605

the following described premises, to-wit:

See attached Exhibit "A", which by this reference is made a part
hereof and is comprised of one (1) page.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns
forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said
premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2005 and
subsequent years, covenants, conditions, restrictions and easements of record; and that they will warrant and defend the same
from all lawful claims whatsoever.

DATED: January 26, 2005

Galen E. Perkins
Galen E. Perkins

Frances A. Perkins
Frances A. Perkins

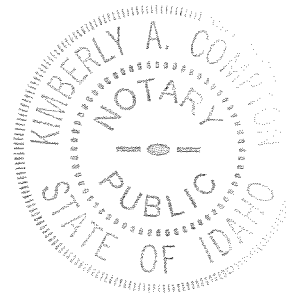
STATE OF IDAHO

COUNTY OF CANYON

On this 27th day of January in the year 2005, before me, a Notary Public, personally
appeared Galen E. Perkins and Frances A. Perkins known or identified to me to be the
persons whose names are subscribed to the within instrument, and acknowledged to
me that they executed the same.

[Signature]
Notary Public
Residing at Wilder
My Commission Expires 1-27-05

REQUEST
TYPE Real Fee 60.00
PIONEER-CALDWELL



G NOEL HALES
CANYON CNTY RECORDER
[Signature]

2005 JUN 31 AM 11 45

RECORDED

200504935

PC 62554

Exhibit "A"

A portion of the Northeast Quarter of the Northeast Quarter of Section 10, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho and more particularly described as follows:

BEGINNING at the brass cap marking the Northeast corner of the said Northeast Quarter of the Northeast Quarter of Section 10, also said point being the REAL POINT OF BEGINNING; thence

North 89° 59' 39" West 694.92 feet along the Northerly boundary of the said Northeast Quarter of Section 10, which is also the centerline of Locust Road, to an iron pin; thence

South 0° 20' 54" West 789.05 feet to a point of curve; thence Southwesterly along a curve to the right 27.32 feet, said curve having a central angle of 57° 58' 15", a radius of 27.00 feet, tangents of 14.96 feet and a long chord of 26.17 feet bearing

South 29° 20' 01" West to a point of tangent; thence

South 58° 19' 09" West 13.77 feet to a point of curve; thence Southwesterly along a curve to the left 25.02 feet, said curve having a central angle of 79° 37' 56", a radius of 18.00 feet, tangents of 15.01 feet and a long chord of 23.05 feet bearing

South 18° 30' 11" West to a point of tangent; thence

South 21° 18' 46" East 47.44 feet to an iron pin; thence

South 0° 01' 31" West 443.27 feet to an iron pin on the Southerly boundary of the said Northeast Quarter of the Northeast Quarter of Section 10; thence

South 89° 59' 13" East 705.47 feet along the said Southerly boundary of the Northeast Quarter of the Northeast Quarter of Section 10 to an iron pin marking the Southeast corner of the said Northeast Quarter of the Northeast Quarter of Section 10; thence

North 0° 23' 25" East 1,328.53 feet along the Easterly boundary of the Northeast Quarter of the Northeast Quarter of Section 10 to the POINT OF BEGINNING.

SCHEDULE A

Order No.: PC 62554
Policy No.: J 1903799

Amount of Insurance: \$175,000.00
Premium: \$ 830.00

Date of Policy: January 31, 2005 as of 11:45 a.m.

1. Name of Insured:

CARL WOODBURN, an unmarried person

2. The estate or interest in the land which is covered by this policy is: Fee simple

3. Title to the estate or interest in the land is vested in:

CARL WOODBURN, an unmarried person

4. The land referred to in this policy is described as follows:

See attached Exhibit "A"

PC 62554

Exhibit "A"

A portion of the Northeast Quarter of the Northeast Quarter of Section 10, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho and more particularly described as follows:

BEGINNING at the brass cap marking the Northeast corner of the said Northeast Quarter of the Northeast Quarter of Section 10, also said point being the REAL POINT OF BEGINNING; thence

North 89° 59' 39" West 694.92 feet along the Northerly boundary of the said Northeast Quarter of Section 10, which is also the centerline of Locust Road, to an iron pin; thence

South 0° 20' 54" West 789.05 feet to a point of curve; thence Southwesterly along a curve to the right 27.32 feet, said curve having a central angle of 57° 58' 15", a radius of 27.00 feet, tangents of 14.96 feet and a long chord of 26.17 feet bearing

South 29° 20' 01" West to a point of tangent; thence

South 58° 19' 09" West 13.77 feet to a point of curve; thence Southwesterly along a curve to the left 25.02 feet, said curve having a central angle of 79° 37' 56", a radius of 18.00 feet, tangents of 15.01 feet and a long chord of 23.05 feet bearing

South 18° 30' 11" West to a point of tangent; thence

South 21° 18' 46" East 47.44 feet to an iron pin; thence

South 0° 01' 31" West 443.27 feet to an iron pin on the Southerly boundary of the said Northeast Quarter of the Northeast Quarter of Section 10; thence

South 89° 59' 13" East 705.47 feet along the said Southerly boundary of the Northeast Quarter of the Northeast Quarter of Section 10 to an iron pin marking the Southeast corner of the said Northeast Quarter of the Northeast Quarter of Section 10; thence

North 0° 23' 25" East 1,328.53 feet along the Easterly boundary of the Northeast Quarter of the Northeast Quarter of Section 10 to the POINT OF BEGINNING.

SCHEDULE B

Order No.: PC 62554
Policy No.: J 1903799

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I SECTION I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims or easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

SECTION 2

1. General taxes for the year 2005, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.
2. Liens and assessments of the Wilder Irrigation District, and the rights and powers of said district as by law provided.
Paid current.
3. Rights of way for irrigation and drainage ditches and canals and roads, including, but not limited to Locust Lane and the Mora Canal.
4. Power Line Easement as granted by EDGAR FULLERTON and VERA FULLERTON, his wife, to IDAHO POWER COMPANY, a corporation, by instrument recorded July 13, 1967 as Instrument No. 597586, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system. (North Half of the Northeast Quarter only.)

(continued)

5. An Easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: LAKE LOWELL ORCHARDS, a general partnership and GEORGE M. KLEIN and ELVERA V. KLEIN, husband and wife and ROY N. GIPSON and BARBARA J. GIPSON, husband and wife
Purpose: Road and Pipeline Easement
Recorded: April 4, 1983 as Instrument No. 972013
Affects: The herein-described land and other land.

6. Joint use Irrigation Easement as set out in Quitclaim Deed, recorded March 28, 2003 as Instrument No. 200318350, records of Canyon County, Idaho.
See copy attached.

02N03W10

1/16

LOCUST LANE

943.91'

694.92'

3
10

R30056010

T 1

R30056010A

T 5

MORA CANAL

2641.66'

771.42'

1431.45'

705.47'

341.11'

315.87'



THIS IS NOT A SURVEY. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. PIONEER TITLE COMPANY MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF THE MAP AND ASSUMES NO LIABILITY FOR IT.

972 013

INSTRUMENT NO. 972 013 EASEMENT AGREEMENT

THIS AGREEMENT, Made and entered into this 29th day of March, 1983, by and between LAKE LOWELL ORCHARDS, a general partnership whose members are TERRY S. MALEY, LOUISE O. MALEY, husband and wife, DAVID ~~A~~. HINDSON and MARY C. HINDSON, husband and wife, and LAWRENCE L. DEE, a single man, hereinafter referred to as LAKE LOWELL ORCHARDS, and GEORGE M. KLEIN and ELVERA V. KLEIN, husband and wife, and ROY N. GIPSON and BARBARA J. GIPSON, husband and wife, hereinafter referred to collectively as KLEIN/GIPSON.

W I T N E S S E T H :

WHEREAS, Lake Lowell Orchards is the contract purchaser and as such the equitable owner of the real property described on Exhibit "A", which parcel will hereinafter be referred to as Parcel A, and also the property described on Exhibit "B", which parcel will be hereinafter referred to as Parcel B, both of which exhibits are attached and incorporated by reference;

WHEREAS, Lake Lowell Orchards has agreed to sell and convey and Klein/Gipson has agreed to purchase and pay for Parcel A;

WHEREAS, Lake Lowell Orchards desires to grant certain easements over Parcel B and to reserve an easement over Parcel A, as more particularly described below.

NOW, THEREFORE, the parties hereto, for valuable consideration, hereby mutually agree as follows:

ARTICLE I - ROAD EASEMENT

1. Grant of Easement. Lake Lowell Orchards hereby grants

to Klein/Gipson an easement over Parcel B. Attached hereto as Exhibit "C" is a survey map of both parcels. The easement granted by this paragraph is described as a strip of land fifteen (15) feet in width running from Point A to Point B, as marked on the survey map and said strip shall extend from line A/B 15 feet west of said line. Said easement is also described as a strip fifteen (15) feet in width running along the easterly boundary of Parcel B.

2. Reservation of Easement. Lake Lowell Orchards hereby reserves from the conveyance to Klein/Gipson an easement over Parcel A. Said easement is described as a strip fifteen (15) feet in width, whose western boundary is line A/B on Exhibit "C" and said strip extends 15 feet easterly from line A/B. Said easement is also described as a strip fifteen (15) feet in width running along the westerly boundary of Parcel A.

3. Purpose of Easement. The purpose of this easement shall be for ingress and egress to Parcels A and B.

4. Obstructions. The parties hereto agree not to obstruct, impede, or interfere, one with the other, in the reasonable use of such easement for the purpose of ingress and egress to and from the respective parcels.

5. Maintenance. The parties shall maintain the easement in a mutually agreeable manner so that both parties may have access to their respective properties. The parties shall share equally all maintenance costs and any extraordinary costs of repair and rebuilding said easement and/or the bridge located on said easement; except that damage due to the negligence of any person who uses or

has used the easement pursuant to authority of either party hereto, in which case, the party granting such authority to use shall be liable for such damages.

ARTICLE II - PUMPING AND PIPELINE EASEMENT

1. The parties acknowledge and agree that there is located on Parcel B a pumping station and pipeline which facilities are used to pump irrigation water from the canal situate on the subject property to Parcels A and B.

2. Grant of Easement. Lake Lowell Orchards hereby grants to Klein/Gipson an easement over Parcel B which easement is designated as the "Joint Use Irrigation Easement" on Exhibit "C" and is described on Exhibit "B".

3. Purpose of Easement. The purpose of the easement shall be to allow Klein/Gipson access to the pumping station situated on the subject property and access to the pipeline also situate on the subject property.

4. Maintenance of Irrigation Pump and Pipeline. Each party shall be jointly responsible for the maintenance of the easement, the irrigation pump and that portion of the pipeline situate on Parcel B which delivers water to Parcel A. Lake Lowell Orchards shall pay 56% of all maintenance, replacement, and repair costs, including the cost of electricity, and Klein/Gipson shall pay 44% of such costs. Provided however, if there is any damage to the real property subject to the easement, the irrigation pump and/or the pipeline due to the negligence of any person who uses such easement, pump or pipeline pursuant to authority of either party

hereto, then the party granting such authority to use shall be liable for such damages. Klein/Gipson shall be responsible for the maintenance of and all costs related thereto of the pipeline situate on Parcel A. Lake Lowell Orchards shall be responsible for the maintenance, and the costs thereof, of all portions of the irrigation pipeline located on Parcel B, except for those portions of the pipeline which are used to deliver water to Parcel A.

Either party may affirmatively disclaim its interest in the irrigation pump and/or real property easement. Said disclaimer shall be in writing and shall be recorded with the Canyon County Recorder. In the event of a disclaimer by Lake Lowell Orchards, the interest of Lake Lowell Orchards in the irrigation pump shall terminate and Lake Lowell Orchards shall not be liable for any costs related to the maintenance or replacement of the irrigation pump or pipeline, including the electrical costs, after notice of disclaimer is given. If Klein/Gipson should disclaim their interest, then the easement granted to Klein/Gipson under this Article, together with their interest in the irrigation pump and pipe shall terminate and Klein/Gipson shall not be liable for any costs of repair or maintenance, after the date notice is given.

5. Nonexclusive Easement. This easement is nonexclusive and Lake Lowell Orchards may use the real property subject to this easement for any reasonable purpose, providing such use does not

unreasonably interfere with the purpose for which this easement was granted.

6. Damages. Neither party shall be liable to the other party for damages arising from the failure of the irrigation pump and/or pipeline to deliver water to their respective parcels, except in the event such damage be proximately caused by the negligence of one of the parties, their employees, or agents, in which case, the party negligently causing such damage shall be liable for the same.

7. Use of Water. Lake Lowell Orchards shall be entitled to use 56% of the water delivered by the irrigation pump and Klein/Gipson shall be entitled to use 44% of such water.

ARTICLE III - MISCELLANEOUS

1. Termination of Easement. The road easement and the easement for the irrigation pump and pipeline granted by Lake Lowell Orchards to Klein/Gipson shall terminate if Klein/Gipson default in their promised performance under the Agreement for the Sale of Real and Personal Property, entered into between the parties on this same day, providing Lake Lowell Orchards elects to terminate or declare a forfeiture under said Agreement because of the default by Klein/Gipson.

The easement describing Article II shall also terminate upon either of the following events:

(a) If Klein/Gipson should fail to pay their share of the maintenance and repair of the irrigation pump and pipeline. In the event of such failure to pay, Lake Lowell Orchards shall give to

Klein/Gipson thirty (30) days' notice specifying such default. Said notice shall be mailed certified mail, return receipt requested, to Klein/Gipson at their last known address. In the event Klein/Gipson fail to pay their pro rata share of the maintenance and repair costs within thirty (30) days of the date of mailing such notice, then the easement provided for in Article II shall automatically terminate.

(b) This easement shall also terminate if Klein/Gipson fail to use the irrigation pump and/or pipeline for a period of one continuous year.

2. Binding Effect. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

SELLER:

LAKE LOWELL ORCHARDS, a general partnership,

By Terry S. Maley
Terry S. Maley, General Partner

By Louise O. Maley
Louise O. Maley, General Partner

By David A. Hindson
David A. Hindson, General Partner

By Mary C. Hindson
Mary C. Hindson, General Partner

By Lawrence L. Dee
Lawrence L. Dee, General Partner,

By Terry S. Maley
Terry S. Maley, as Attorney in
Fact for Lawrence L. Dee

BUYER:

George M. Klein
George M. Klein

Elvera V. Klein
Elvera V. Klein

Roy N. Gipson
Roy N. Gipson

Barbara J. Gipson
Barbara J. Gipson

STATE OF IDAHO)
) ss.
County of Ada)

On this 30th day of March, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared TERRY S. MALEY, LOUISE O. MALEY, DAVID ~~A.~~ HINDSON and MARY C. HINDSON, known to me to be four of the partners in the partnership of LAKE LOWELL ORCHARDS, a general partnership, and the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

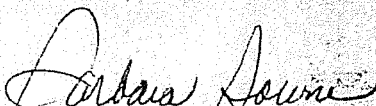
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Barbara J. Gipson
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 31st day of March, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared ROY N. GIPSON and BARBARA J. GIPSON, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument 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 Boise, Idaho



Project: 9908
Date: March 3, 1982

PARCEL "A" - GIPSON & KLEIN PROPERTY
DESCRIPTION FOR
THE TERRY MALLEY SURVEY
A PORTION OF THE NE 1/4 NE 1/4, SECTION 10,
T.2N., R.3W., B.M.,
CANYON COUNTY, IDAHO

A portion of the NE 1/4 of the NE 1/4 of Section 10, T.2N., R.3W., B.M., Canyon County, Idaho and more particularly described as follows:

Beginning at the brass cap marking the Northeast corner of the said NE 1/4 of the NE 1/4 of Section 10, also said point being the REAL POINT OF BEGINNING;

thence North 89°59'39" West 694.92 feet along the Northerly boundary of the said NE 1/4 of Section 10, which is also the centerline of Locust Road, to an iron pin;

thence South 0°20'54" West 789.05 feet to a point of curve;

thence Southwesterly along a curve to the right 27.32 feet, said curve having a central angle of 57°58'15", a radius of 27.00 feet, tangents of 14.96 feet and a long chord of 26.17 feet bearing South 29°20'01" West to a point of tangent;

thence South 58°19'09" West 13.77 feet to a point of curve;

thence Southwesterly along a curve to the left 25.02 feet, said curve having a central angle of 79°37'56", a radius of 18.00 feet, tangents of 15.01 feet and a long chord of 23.05 feet bearing South 18°30'11" West to a point of tangent;

thence South 21°18'46" East 47.44 feet to an iron pin;

thence South 0°01'31" West 443.27 feet to an iron pin on the Southerly boundary of the said NE 1/4 of the NE 1/4 of Section 10;

thence South 89°59'13" East 705.47 feet along the said Southerly boundary of the NE 1/4 of the NE 1/4 of Section 10 to an iron pin marking the Southeast corner of the said NE 1/4 of the NE 1/4 of Section 10;

thence North 0°23'25" East 1,328.53 feet along the Easterly boundary of the NE 1/4 of the NE 1/4 of Section 10 to the point of beginning, comprising 21.35 acres, more or less,

AND ALSO:

A joint-use irrigation easement lying in the N 1/2 of the NE 1/4 of Section 10, T.2N., R.3W., B.M., Canyon County, Idaho;

Project: 9908
Date: March 3, 1983
Page: 2 - Parcel "A" - Gipson & Klein Property

Beginning at the brass cap marking the Northeast corner of the said NE 1/4 of the NE 1/4 of Section 10;

thence North $89^{\circ}59'39''$ West 694.92 feet along the Northerly boundary of the said NE 1/4 of Section 10, which is also the centerline of Locust Road, to an iron pin;

thence South $0^{\circ}20'54''$ West 777.67 feet to a point, also said point being the REAL POINT OF BEGINNING;

thence continuing South $0^{\circ}20'54''$ West 11.38 feet to a point of curve;

thence Southwesterly along a curve to the right 27.32 feet, said curve having a central angle of $57^{\circ}58'15''$, a radius of 27.00 feet, tangents of 14.96 feet and a long chord of 26.17 feet bearing South $29^{\circ}20'01''$ West to a point of tangent;

thence South $58^{\circ}19'09''$ West 13.77 feet to a point of curve;

thence Southwesterly along a curve to the left 25.02 feet, said curve having a central angle of $79^{\circ}37'56''$, a radius of 18.00 feet, tangents of 15.01 feet and a long chord of 23.05 feet bearing South $18^{\circ}30'11''$ West to a point of ending of curve;

thence South $68^{\circ}41'13''$ West 45.00 feet to a point;

thence North $24^{\circ}30'00''$ West 58.22 feet to a point;

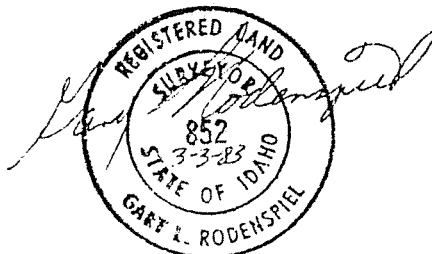
thence North $15^{\circ}57'00''$ West 11.00 feet to a point;

thence North $73^{\circ}36'00''$ East 20.00 feet to a point;

thence North $82^{\circ}44'00''$ East 82.49 feet to the point of beginning of the above described permanent joint-use irrigation easement.

Prepared by:

J-U-B ENGINEERS, Inc.



Gary L. Rodenspiel, L.S.

JTE/GLR/GLR:dp

Project: 9908
Date: March 3, 1983

PARCEL "B" - TERRY MALLEY PROPERTY
DESCRIPTION FOR
THE TERRY MALLEY SURVEY
A PORTION OF THE N 1/2 NE 1/4, SECTION 10,
T.2N., R.3W., E.M.,
CANYON COUNTY, IDAHO

A portion of the N 1/2 of the NE 1/4 of Section 10, T.2N., R.3W., Canyon County, Idaho and more particularly described as follows:

Beginning at the brass cap marking the Northeast corner of the said NE 1/4 of the NE 1/4 of Section 10;

thence North $89^{\circ}59'39''$ West 694.92 feet along the Northerly boundary of the said NE 1/4 of Section 10, which is also the centerline of Locust Road, to an iron pin, also said point being the REAL POINT OF BEGINNING;

thence South $0^{\circ}20'54''$ West 789.05 feet to a point of curve;

thence Southwesterly along a curve to the right 27.32 feet, said curve having a central angle of $57^{\circ}58'15''$, a radius of 27.00 feet, tangents of 14.96 feet and a long chord of 26.17 feet bearing South $29^{\circ}20'01''$ West to a point of tangent;

thence South $58^{\circ}19'09''$ West 13.77 feet to a point of curve;

thence Southwesterly along a curve to the left 25.02 feet, said curve having a central angle of $79^{\circ}37'56''$, a radius of 18.00 feet, tangents of 15.01 feet and a long chord of 23.05 bearing South $18^{\circ}30'11''$ West to a point of tangent;

thence South $21^{\circ}18'46''$ East 47.44 feet to an iron pin;

thence South $0^{\circ}01'31''$ West 443.27 feet to an iron pin on the Southerly boundary of the N 1/2 of the NE 1/4 of Section 10;

thence North $89^{\circ}59'13''$ West 771.42 feet along the said Southerly boundary of the N 1/2 of the NE 1/4 of Section 10 to an iron pin on the centerline of the Mora Canal;

thence North $19^{\circ}35'52''$ West 149.12 feet along the said centerline of the Mora Canal to an iron pin;

thence North $5^{\circ}36'20''$ West 529.91 feet along the said centerline of the Mora Canal to an iron pin;

thence leaving the said centerline of the Mora Canal North $26^{\circ}05'44''$ West 99.19 feet to an iron pin;

Project: 990S
Date: March 3, 1983
Page: 2 - Parcel "B" - Terry Malley Property

thence North 0°45'00" West 571.44 feet to an iron pin on the said Northerly boundary of the N 1/2 of the NE 1/4 of Section 10;

thence South 89°59'39" East 943.91 feet along the said Northerly boundary of the N 1/2 of the NE 1/4 of Section 10 to the point of beginning, comprising 27.03 acres, more or less,

SUBJECT TO:

A joint-use irrigation easement lying in the N 1/2 of the NE 1/4 of Section 10, T.2N., R.3W., B.M., Canyon County, Idaho;

Beginning at the brass cap marking the Northeast corner of the said NE 1/4 of the NE 1/4 of Section 10;

thence North 89°59'39" West 694.92 feet along the Northerly boundary of the said NE 1/4 of Section 10, which is also the centerline of Locust Road, to an iron pin;

thence South 0°20'54" West 777.67 feet to a point, also said point being the REAL POINT OF BEGINNING;

thence continuing South 0°20'54" West 11.38 feet to a point of curve;

thence Southwesterly along a curve to the right 27.32 feet, said curve having a central angle of 57°58'15", a radius of 27.00 feet, tangents of 14.96 feet and a long chord of 26.17 feet bearing South 29°20'01" West to a point of tangent;

thence South 58°19'09" West 13.77 feet to a point of curve;

thence Southwesterly along a curve to the left 25.02 feet, said curve having a central angle of 79°37'56", a radius of 18.00 feet, tangents of 15.01 feet and a long chord of 23.05 feet bearing South 18°30'11" West to a point of ending of curve;

thence South 68°41'13" West 45.00 feet to a point;

thence North 24°30'00" West 58.22 feet to a point;

thence North 15°57'00" West 11.00 feet to a point;

thence North 73°56'20" East 20.00 feet to a point;

thence North 82°40'00" East 82.49 feet to the point of beginning of the above described permanent joint-use irrigation easement,

AND ALSO:

LT 3867

200318350

RECORDED

MAR 28 PM 4 25

G NOEL MALES
CANYON CNTY RECORDER

REQUEST PIONEER-NAMPA
TYPE *fee 12.00*

QUITCLAIM DEED

THIS INDENTURE made this 1 day of March, 1993, between GEORGE M. KLEIN and ELVERA V. KLEIN Husband and Wife, of 284 W. Carter, Boise, Ada County, Idaho and ROY N. GIPSON and BARBARA J. GIPSON, Husband and Wife, of 2504 Airport Ave., Caldwell, Canyon County, Idaho, the Transferors, and GALEN E. PERKINS and FRANCES A. PERKINS, Husband and Wife, whose current address is 14501 Locust Lane, Nampa, Canyon County, Idaho, the Transferees.

WITNESSETH that the said Transferors, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, lawful money of the United States of America, to them in hand paid by the said Transferees, the receipt whereof is hereby acknowledged, do by these presents remise, release and forever QUITCLAIM unto the said Transferees, and to their heirs and assigns all that certain lot(s), piece(s) or parcel(s) of land, situate, lying and being in , Canyon County, Idaho, bounded and described as follows, to-wit:

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

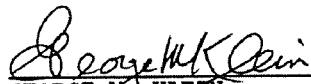
Location of above described property:

GEORGE M. KLEIN and ELVERA V. KLEIN, Husband and Wife and ROY N. GIPSON and BARBARA J. GIPSON, Husband and Wife TRANSFERORS acknowledge that it is the intention of this instrument to convey not only Transferors entire present interest in the described property, but also any, every and all right, title and interest after-acquired by Transferors, and Transferors heirs and assigns, through and by operation of law.

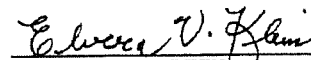
TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Transferees, and to their heirs and assigns forever.

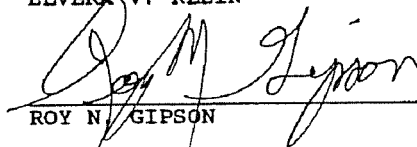
IN WITNESS WHEREOF, the said Transferors have hereunto
set their hands the day and year first above written.



GEORGE M. KLEIN



ELVERA V. KLEIN



ROY N. GIPSON

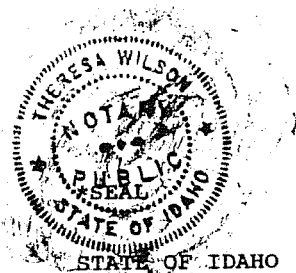


BARBARA J. GIPSON

STATE OF IDAHO)
) ss.
County of Canyon)

On this 1 day of March, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE M. KLEIN and ELVERA V. KLEIN, known to me to be the persons whose names are subscribed to the within and foregoing instrument 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 first above written.

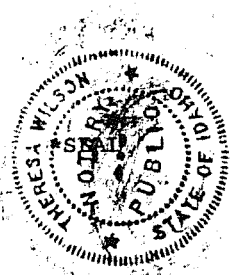


Theresa A. Wilson
NOTARY PUBLIC FOR IDAHO
Residence: Caldwell
My Commission Expires: 10/23/97

STATE OF IDAHO)
) ss.
County of Canyon)

On this 1st day of March, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared ROY N. GIPSON and BARBARA J. GIPSON, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledge 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.



Theresa A. Wilson
NOTARY PUBLIC FOR IDAHO
Residence: Caldwell
My Commission Expires: 10/23/97

EXHIBIT "A"

A portion of the Northeast Quarter of the Northeast Quarter of Section 10, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho and more particularly described as follows:

Beginning at the brass cap marking the Northeast corner of the said Northeast Quarter of the Northeast Quarter of Section 10, also said point being the REAL POINT OF BEGINNING; thence

North 89° 59' 39" West 694.92 feet along the Northerly boundary of the said Northeast Quarter of Section 10, which is also the centerline of Locust Road, to an iron pin; thence South 0° 20' 54" West 789.05 feet to a point of curve; thence Southwesterly along a curve to the right 27.32 feet, said curve having a central angle of 57° 58' 15", a radius of 27.00 feet, tangents of 14.96 feet and a long chord of 26.17 feet bearing

South 29° 20' 01" West to a point of tangent; thence

South 58° 19' 09" West 13.77 feet to a point of curve; thence Southwesterly along a curve to the left 25.02 feet, said curve having a central angle of 79° 37' 56", a radius of 18.00 feet, tangents of 15.01 feet and a long chord of 23.05 feet bearing

South 18° 30' 11" West to a point of tangent; thence

South 21° 18' 46" East 47.44 feet to an iron pin; thence

South 0° 01' 31" West 443.27 feet to an iron pin on the Southerly boundary of the said Northeast Quarter of the Northeast Quarter of Section 10; thence

South 89° 59' 13" East 705.47 feet along the said Southerly boundary of the Northeast Quarter of the Northeast Quarter of Section 10 to an iron pin marking the Southeast corner of the said Northeast Quarter of the Northeast Quarter of Section 10; thence

North 0° 23' 25" East 1,328.53 feet along the Easterly boundary of the Northeast Quarter of the Northeast Quarter of Section 10 to the point of beginning.

Together with a joint-use irrigation easement lying in the North One-Half of the Northeast Quarter of Section 10, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho; beginning at the brass cap marking the Northeast corner of the said Northeast Quarter of the Northeast Quarter of Section 10; thence

North 89° 59' 39" West 694.92 feet along the Northerly boundary of the said Northeast Quarter of Section 10, which is also the centerline of Locust Road, to an iron pin; thence

South 0° 20' 54" West 777.67 feet to a point, also said point being the REAL POINT OF BEGINNING; thence continuing

South 0° 20' 54" West 11.38 feet to a point of curve; thence Southwesterly along a curve to the right 27.32 feet, said curve having a central angle of 57° 58' 15", a radius of 27.00 feet, tangents of 14.96 feet and a long chord of 26.17 feet bearing

South 29° 20' 01" West to a point of tangent; thence

South 58° 19' 09" West 13.77 feet to a point of curve; thence Southwesterly along a curve to the left 25.02 feet, said curve having a central angle of 79° 37' 56", a radius of 18.00 feet, tangents of 15.01 feet and a long chord of 23.05 feet bearing

South 18° 30' 11" West to a point of ending of curve; thence

South 68° 41' 13" West 45.00 feet to a point; thence

North 24° 30' 00" West 58.22 feet to a point; thence

North 15° 57' 00" West 11.00 feet to a point; thence

North 73° 36' 00" East 20.00 feet to a point; thence

North 82° 44' 00" East 82.49 feet to the point of beginning of the above described permanent joint-use irrigation easement.