

RECEIVED DE

SEP 30 2011

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
PD 63-3275B					
PD 63-3134B					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s)	Mt Olympus Investments LLC 1223 S Clearview Ave Ste 103 Mesa AZ 85209 and Vielgluck Limited Partnership 1223 S Clearview Ave Ste 5 Mesa AZ 85209 and Stagecoach and Rim LLC 3850 E Baseline Rd # 114 Mesa AZ 85206
4. New Owner/Claimant(s)	SunRidge Dairy, LLC Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address	4890 Dry Lake Road
City, State and ZIP Code	Nampa, Idaho 83686
New Telephone Number	() (208) 442-7316 Email: sunridge2@speedyquick.net

SUPPORT DATA

IN FILE # 63-3134B

5. Date you acquired the property September 8, 2011

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

[Handwritten Signature]

Snake River Basin

managing member

(title if applicable)

managing member

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by *[Signature]*
 Received by *[Signature]*
 Processed by *[Signature]* AJ

Date 9-30-11
 Date 9-30-11
 Date _____

Receipt Amt. 50
 Receipt No. W039661
 WR *[Signature]* Date 9-30-11

2011038431

RECORDED

2011 Sep 28 PM 4 48

CHRIS YAMAMOTO

CANYON CNTY RECORDER

BY J_Crane
Requestor Pioneer Title Canyon - C
Type DEED
Fee \$49.00
ELECTRONICALLY RECORDED BY SIMPLIFILE

201105608

When recorded, please return to:

Givens Pursley LLP
Attention: L. Edward Miller
601 West Bannock Street
Boise, Idaho 83702

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

GENERAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Stagecoach & Rim LLC, an Arizona limited liability company, as to an undivided 90% interest; Viel Gluck Limited Partnership, an Arizona limited partnership, as to an undivided 5% interest; and Mt. Olympus Investments, L.L.C., an Arizona limited liability company as to an undivided 5% interest ("Grantor") hereby grants, bargains, sells, and conveys unto SunRidge Dairy, LLC, an Idaho limited liability company whose current address is 4890 Dry Lake Road, Nampa, Idaho 83686 ("Grantee"), the following described real property, located in Canyon County, Idaho, to wit (the "Premises"):

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

TOGETHER WITH all water and water rights and all other entitlements to receive water for the beneficial use upon the Premises, including, without limitation, all rights represented by any decree, license, permit, claim, permit application or storage entitlement, including but not limited to decreed water rights 63-3134B, 63-3275B, and 63-31087, all ditch and canal company and irrigation district shares and entitlements to receive water from any such company, association, district or other water delivery entity; all ditch rights, easements and rights of way associated with any irrigation or other water delivery ditch canal, lateral or pipeline; streets, roads, avenues, highways, open or proposed, alleys and rights of way abutting, adjacent, contiguous, or adjoining thereto; all easements benefitting the Premises, of record or otherwise; all mineral rights appurtenant thereto; and all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the Premises, in law as well as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances, unto Grantee, its successors, heirs and assigns, forever.

SUBJECT TO the matters set forth on Exhibit B to this General Warranty Deed attached hereto and incorporated herein (the items are referred to herein collectively as "Permitted Exceptions").

AND Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all claims whatsoever except as excluded or excepted herein; and that Grantor and its heirs and assigns will, on demand of the Grantee or its heirs or assigns, execute any instrument necessary for the further assurance of the title to the Premises that may be reasonably required.

[Signature Page Follows]

DATED effective as of the 20th day of September, 2011.

GRANTOR:

Stagecoach & Rim LLC


By: C. Denny Barney
Its: Authorized Signator

Mt. Olympus Investments, LLC:

By: Broc Hiatt
Its: Authorized Signator

Viel Gluck Limited Partnership:

By:
Its: Authorized Signator

DATED effective as of the 20th day of September, 2011.

GRANTOR:

Stagecoach & Rim LLC

By: C. Denny Barney
Its: Authorized Signator

Mt. Olympus Investments, LLC:

Craig D. Cardon
By: ~~Bree Hiatt~~ Craig D. Cardon
Its: Authorized Signator

Viel Gluck Limited Partnership:

B. Bowden
By: Brent A. Bowden
Its: Authorized Signator

STATE OF ~~IDAHO~~ ARIZONA)
) ss.
County of MARICOPA)

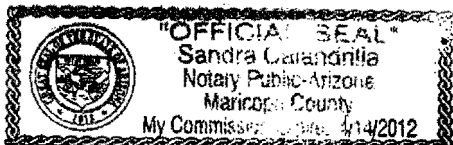
On this 19th day of September, 2011, before me, a Notary Public in and for said State, personally appeared Brent A. Bowden, known or identified to me to be a general partner in the partnership of **Viel Gluck Limited Partnership**, a limited partnership, the general partner or one of the general partners who subscribed said limited partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said limited partnership name.



Sandra Calandrilla
Notary Public for the State of ~~Idaho~~ Arizona
Residing at Green Creek, AZ
My Commission expires: 4/14/2012

STATE OF ~~IDAHO~~ ARIZONA)
) ss.
County of MARICOPA)

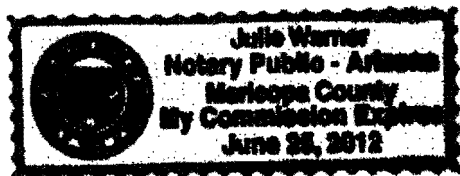
On this 26th day of September, 2011, before me, a Notary Public in and for said State, personally appeared Craig D. Carden, known or identified to me to be a member of **Mt. Olympus Investments, LLC**, a limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.



Sandra Calandrilla
Notary Public for the State of ~~Idaho~~ Arizona
Residing at Green Creek, AZ
My Commission expires: 4/14/2012

STATE OF ~~IDAHO~~ Arizona)
) ss.
County of Maricopa)

On this 20th day of September, 2011, before me, a Notary Public in and for said State, personally appeared C. Dennis Warner, known or identified to me to be a member of **Stagecoach & Rim, LLC**, a limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.



Julie Warner
Notary Public for the State of ~~Idaho~~ Arizona
Residing at Phoenix, AZ
My Commission expires: June 25, 2012

EXHIBIT A

PARCEL 1:

Government Lots 5, 6, and 7, and the East Half of the Southwest Quarter, and a portion of the Southeast Quarter of Section 6 in Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found 5/8 inch rebar with illegible cap (set a plastic cap stamped "FLS/PLS 7612") marking the Westerly corner common to Sections 6 and 7, the TRUE POINT OF BEGINNING, from which a found 5/8 inch rebar with plastic cap stamped "RMB 878" marking the quarter corner common to said Sections bears South 89°40'31" East a distance of 2655.38 feet; thence along the Westerly boundary of Section 6

North .00°36'26" East a distance of 2664.74 feet to a found brass cap monument marking the Westerly corner common to Lots 5 and 6 of Section 6; thence continuing along said boundary

North 00°36'40" East a distance of 1332.52 feet to a found 5/8 inch rebar with plastic cap stamped "RMB 878" marking the Westerly corner of Lots 4 and 5 of Section 6; thence along the common boundary of said Lots

South 89°28'47" East a distance of 1332.53 feet to a point at the common corner of Lots 3, 4 and 5 of Section 6; thence along the Easterly boundary of Lot 5

South 00°33'52" West a distance of 1330.90 feet to a point at the common corner of Lots 5 and 6, and the Center-West 1/16th corner of Section 6; thence along the East-West center line of Section 6

South 89°32'57" East a distance of 1322.31 feet to a found 5/8 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612") marking the Center at said Section; thence continuing along said center line

South 89°33'11" East a distance of 172.58 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612" on the common boundary of property described in Warranty Deed Instrument Number 200409872 and Warranty Deed Instrument Number 8701953; thence Along said boundary the following courses and distances:

South 74°33'16" East a distance of 280.00 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

South 71°26'21" East a distance of 331.14 feet to a found 1/2 inch rebar with plastic cap stamped "SKINNER LS 3627";

South 75°53'11" East a distance of 86.68 feet to a found 1/2 inch rebar with plastic cap stamped "SKINNER LS 3627";

South 83°00'29" East a distance of 472.36 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

South 80°14'22" East a distance of 185.04 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

South 78°53'30" East a distance of 358.95 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

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South 84°22'34" East a distance of 111.47 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

North 88°13'18" East a distance of 280.22 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

North 79°40'10" East a distance of 241.96 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

North 75°14'00" East a distance of 174.21 feet to a found 1/2 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612") marking its intersection with the Easterly boundary of Section 6; thence along said boundary

South 00°43'21" West a distance of 1071.71 feet to a found 5/8 inch rebar with plastic cap stamped "SKINNER LS 3627" marking the South 1/16th corner common to Sections 5 and 6; thence continuing along the Easterly boundary of Section 6

South 00°43'21" West a distance of 1326.02 feet to a found 5/8 inch rebar with illegible cap (set plastic cap stamped "FLS/PLS 7612") marking the corner common to Sections 5, 6, 7, and 8; thence along the Southerly boundary of Section 6

North 89°42'09" West a distance of 2639.94 feet to a found 5/8 inch rebar with cap stamped "RMB 878" marking the South Quarter corner of Section 6; thence continuing along said boundary

North 89°40'31" West a distance of 2655.38 feet to the TRUE POINT OF BEGINNING.

PARCEL 2:

A portion of Government Lot 4, Section 31, Township 2 North, Range 2 West, and a portion of Government Lots 3 and 4, and a portion of the Southeast Quarter of the Northwest Quarter of Section 6, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found 5/8 inch rebar with illegible cap (set plastic cap stamped "FLS/PLS 7612" marking the Westerly common corner of Sections 6 and 31, the TRUE POINT OF BEGINNING, from which a found brass cap monument marking the quarter corner common to Sections 1 and 6 bears South 00°36'40" West a distance of 2665.03 feet; thence along the Westerly boundary of Section 31

North 00°36'36" East a distance of 212.99 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612" marking its intersection with the common boundary of properties described in Warranty Deed Instrument Number 200409872 and Warranty Deed Instrument Number 200614470; thence

Along said boundary the following courses and distances:

South 61°14'12" East a distance of 172.73 feet to a found 1/2 inch rebar with plastic cap stamped "SKINNER LS 3627";

South 60°27'33" East a distance of 162.91 feet to a found disturbed 1/2 inch rebar with no cap (replaced with a 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612")

South 55°27'47" East a distance of 273.78 feet to a found 1/2 inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612");

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South 53°36'38" East a distance of 236.31 feet to a found 1/2 inch rebar with plastic cap stamped "SKINNER LS 3627";

South 52°54'14" East a distance of 157.07 feet to a found 1/2 inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612");

South 52°54'10" East a distance of 59.98 feet to a found 1/2 inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612");

South 73°59'46" East a distance of 191.74 feet to a found 1/2 inch rebar with plastic cap stamped "RMB LS 878";

South 33°41'41" East a distance of 60.67 feet to a found 1/2 inch rebar with plastic cap stamped "RMB LS 878";

South 29°07'13" East a distance of 193.15 feet to a found 1/2 inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612");

South 40°57'28" East a distance of 108.44 feet to a found disturbed 1/2 inch rebar with no cap (replaced with a 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612");

South 53°11'58" East a distance of 55.74 feet to a found 1/2 inch rebar with plastic cap stamped "RMB LS 878";

South 53°10'25" East a distance of 513.65 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

South 49°32'27" East a distance of 197.99 feet to a found disturbed 1/2 inch rebar with no cap (replaced with a 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612");

South 52°00'10" East a distance of 119.19 feet to a found disturbed 1/2 inch rebar with no cap (replaced with a 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612");

South 55°09'24" East a distance of 112.11 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612";

South 55°40'03" East a distance of 23.96 feet to a found 1/2 inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612");

South 55°41'22" East a distance of 234.75 feet to a found 1/2 inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612");

South 57°53'49" East a distance of 115.39 feet to a found 1/2 inch rebar with plastic cap stamped "SKINNER LS 3627";

South 65°45'57" East a distance of 78.92 feet to a found 1/2 inch rebar with plastic cap stamped "SKINNER LS 3627";

South 67°45'11" East a distance of 211.12 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612" on the North-South center line of Section 6; thence along said center line

South 00°37'07" West a distance of 1028.41 feet to a found 5/8 inch rebar with no cap (set a plastic cap stamped "FLS/PLS 7612") marking the center of Section 6; thence along the East-West center line of said Section

North 89°32'57" West a distance of 1322.31 feet to the Easterly common corner of Lots 5 and 6 of Section 6; thence along the Easterly boundary of Lot 5

North 00°33'52" East a distance of 1330.90 feet to the Easterly common corner of Lots 4 and 5 of Section 6; thence along the common boundary of said Lots

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North 89°28'47" West a distance of 1332.53 feet to a found 5/8 inch rebar with plastic cap stamped "RMB 878" at the Westerly common corner of Lots 4 and 5 of Section 6; thence along the Westerly boundary of Section 6

North 00°36'40" East a distance of 1332.52 feet to the TRUE POINT OF BEGINNING.

PARCEL 3:

The South Half of the Southwest Quarter of Section 5 in Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found 5/8 inch rebar with illegible cap (set a plastic cap stamped "FLS/PLS 7612") marking the corner common to Sections 5, 6, 7 and 8, the TRUE POINT OF BEGINNING, from which a found 5/8 inch rebar with illegible cap (set a plastic cap stamped "FLS/PLS 7612") marking the quarter corner common to Sections 5 and 8 bears South 89°20'51" East a distance of 2638.42 feet; thence along the Westerly boundary of Section 5

North 00°43'21" East a distance of 1326.02 feet to a found 5/8 inch rebar with plastic cap stamped "SKINNER LS 3627" marking the South 1/16th corner of Sections 5 and 6; thence along the South 1/16th line of Section 5

South 89°22'24" East a distance of 2639.83 feet to a found 5/8 inch rebar with illegible cap (set plastic cap stamped "FLS/PLS 7612") marking the Center South 1/16th corner of Section 5; thence along the North-South center line of Section 5

South 00°46'59" West a distance of 1327.22 feet to a found 5/8 inch rebar with illegible cap (set plastic cap stamped "FLS/PLS 7612") marking the South Quarter corner of Section 5; thence along the Southerly boundary of Section 5

North 89°20'51" West a distance of 1319.24 feet to a found 5/8 inch rebar with illegible cap (set plastic cap stamped "FLS/PLS 7612") marking the West 1/16th corner common to Sections 5 and 8; thence continuing along said boundary

North 89°20'51" West a distance of 1319.19 feet to the TRUE POINT OF BEGINNING.

PARCEL 4:

A portion of the North Half of Section 7 in Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found disturbed 5/8 inch rebar with no cap (re-set with a plastic cap stamped "FLS/PLS 7612") marking the Westerly corner common to Sections 6 and 7, the TRUE POINT OF BEGINNING, from which a found 5/8 inch rebar with cap stamped "RMB 878" marking the quarter corner common to said Sections bears South 89°40'31" East a distance of 2655.38 feet; thence along the Northerly boundary of Section 7

South 89°40'31" East a distance of 2655.38 feet to a found 5/8 inch rebar with cap stamped "RMB 878" marking the North Quarter Corner thereof; thence continuing along said boundary

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South 89°42'09" East a distance of 2639.94 feet to a found 5/8 inch rebar with illegible cap (set plastic cap stamped "FLS/PLS 7612") marking the common corner of Sections 5, 6, 7, and 8; thence along the Easterly boundary of Section 7

South 00°47'57" West a distance of 2065.13 feet to a found 5/8 inch rebar with plastic cap stamped "S E 3627" marking its intersection with the common boundary of properties described in Warranty Deed Instrument Number 200409872 and Quit Claim Deed Instrument Number 200356947; thence

Along said boundary the following courses and distances:

South 88°01'14" West a distance of 217.27 feet to a found 1/2 inch rebar with illegible cap (set plastic cap stamped "FLS/PLS 7612");

South 85°17'35" West a distance of 229.63 feet to a found 1/2 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");

South 78°38'43" West a distance of 110.97 feet to a found 1/2 inch rebar with plastic cap stamped "SKINNER LS 3627";

North 89°22'10" West a distance of 161.05 feet to a found 1/2 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");

South 82°40'24" West a distance of 560.48 feet to a found 1/2 inch rebar with plastic cap stamped "SKINNER LS 3627";

South 74°49'09" West a distance of 82.84 feet to a found 1/2 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");

South 83°01'32" West a distance of 1299.89 feet to a found 5/8 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");

South 42°18'36" West a distance of 333.69 feet to a found 5/8 inch rebar with plastic cap stamped "AUSTIN 5081" marking a point on a line 11.00 feet North of and parallel with the East-West center line of Section 7; thence along said line

North 89°54'27" West a distance of 2427.88 feet to a found 5/8 inch rebar with plastic cap stamped "AUSTIN 5081" marking its intersection with the Westerly boundary of Section 7; thence along said boundary

North 00°36'33" East a distance of 2634.12 feet to the TRUE POINT OF BEGINNING.

PARCEL 5:

A portion of Government Lot 3, Section 31, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found magnail with washer stamped "Skinner LS 3627" marking the Northwest corner of Government Lot 3 in Section 31, the TRUE POINT OF BEGINNING, from which a found 5/8 inch rebar with illegible plastic cap marking the Southwest corner of said Section bears South 00°36'36" West a distance of 2640.49 feet; thence along the Northerly boundary of Government Lot 3

South 89°21'26" East a distance of 854.95 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612" at its intersection with the common boundary of properties described in

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Warranty Deed Instrument Number 200409872 and Warranty Deed Instrument Number 200614470; thence

Along said boundary the following courses and distances:

South 04°45'00" West a distance of 375.01 feet to a found 1/2 inch rebar with illegible plastic cap (replaced with cap stamped "FLS/PLS 7612");

South 12°40'09" West a distance of 149.12 feet to a found 1/2 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");

North 82°47'55" West a distance of 252.32 feet to a found 1/2 inch rebar with no cap (set plastic cap stamped "FLS/PLS 7612");

North 77°45'27" West a distance of 202.46 feet to a found 1/2 inch rebar with illegible plastic cap (set plastic cap stamped "FLS/PLS 7612");

North 73°22'48" West a distance of 361.81 feet to a set 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612" on the Westerly boundary of Section 31, from which a found 1/2 inch rebar with no cap bears South 73°22'48" East a distance of 26.08 feet; thence along said boundary

North 00°36'36" East a distance of 350.78 feet to the TRUE POINT OF BEGINNING.

PARCEL 6:

A portion of the West Half of the West Half of the Northwest Quarter of Section 8 in Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found 5/8 inch rebar with illegible cap (set a plastic cap stamped "FLS/PLS 7612") marking the corner common to Sections 5, 6, 7 and 8, the TRUE POINT OF BEGINNING, from which a found 5/8 inch rebar with illegible cap (set a plastic cap stamped "FLS/PLS 7612") marking the quarter corner common to Sections 5 and 8 bears South 89°20'51" East a distance of 2638.42 feet; thence along the Northerly boundary of Section 8

South 89°20'51" East a distance of 659.59 feet to a found 5/8 inch rebar with plastic cap stamped "SKINNER LS 3627" marking its intersection with the Easterly boundary of the West Half of the West Half of the Northwest Quarter of Section 8; thence along said boundary

South 00°44'07" West a distance of 1672.96 feet to a found disturbed 1/2 inch rebar with no cap (re-set a 5/8 inch rebar with plastic cap stamped "FLS/PLS 7612") marking the Southeasterly corner of the tenth parcel described in Warranty Deed Instrument Number 200409872; thence along the Southerly boundary of said parcel

North 88°17'23" West a distance of 661.54 feet to a found 1/2 inch rebar with plastic cap stamped "S E 3627" marking the Southwesterly corner thereof and its intersection with the Westerly boundary of Section 8; thence along said boundary

North 00°47'57" East a distance of 1660.75 feet to the TRUE POINT OF BEGINNING.

PARCEL 7:

A Pipeline and Well Access Easement as created by Agreement recorded September 23, 2011 as Instrument No. 2011037814, reference is made to said document for full particulars.

Exhibit B

Permitted Exceptions

Order Number: 201105608

1. General taxes for the year 2011 are a lien in the amount of \$(unavailable), the first half of which is due December 20, 2011, and the second half of which is due June 20, 2012.
Pin Numbers:
Parcel 1: 28429000 0, 28428000 0, 28427000 0 & 28426000 0
Parcel 2: 29901010 0 & 28431000 0
Parcel 3: 28418000 0
Parcel 4: 28432000 0 & 28436000 0
Parcel 5: 29904010 0
Parcel 6: 28442000 0
2. Assessments, if any, of Hat Butte Canal Co.
3. Rights of way for irrigation and drainage ditches and canals and roads including but not limited to Rim Road along the West boundary of Parcels 1, 2, 4 and 5
Stagecoach Road along the North boundary of Parcels 4 and 6 and the South boundary of Parcels 1 and 3 and Dry Lake Road along the East boundary of Parcel 3
4. No exceptions.
5. Reservations in United States Patent or State Deeds.
6. Rights of way for ditches, tunnels, telephone and transmission lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.
7. 50 foot wide Right of Way Deed recorded March 4, 1953 as Instrument No. 397101, records of Canyon County, Idaho.
Affects the East 25 feet of Parcel 3
8. 60 foot wide Right of Way Deed recorded March 4, 1953 as Instrument No. 397102, records of Canyon County, Idaho.
Affects Parcel 3
9. 50 foot wide Right of Way Deed recorded March 4, 1953 as Instrument No. 397103, records of Canyon County, Idaho.
Affects the South 25 feet of Parcel 3 and the North 25 feet of Parcel 6

10. Power line easement as granted by ELMER H. TIEGS and LOIS ANNA TIEGS, his wife to IDAHO POWER COMPANY, a corporation, by instrument recorded July 21, 1958, as Instrument No. 459257, 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.
Affects Parcels 1 and 2
11. Power line easement as granted by DAVID C. SPENCER and LOIS D. SPENCER, his wife to IDAHO POWERCOMPANY, a corporation, by instrument recorded July 21, 1958, as Instrument No. 459260, 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.
Affects Parcel 2
12. Power line easement as granted by ELMER H. TIEGS and LOIS ANNA TIEGS, his wife to IDAHO POWER COMPANY, a corporation, by instrument recorded November 28, 1958, as Instrument No. 463805, 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.
Affects Parcel 4
13. Power line easement as granted by ELMER H. TIEGS and LOIS A. TIEGS, his wife to IDAHO POWER COMPANY, a corporation, by instrument recorded May 19, 1959, as Instrument No. 472523, 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.
Affects Parcel 4
14. Reservation one half of all minerals of any nature, including natural gas and oil in Warranty Deed recorded May 26, 1959 as Instrument No. 472821, records of Canyon County, Idaho.
Affects that portion of Parcel 1 lying within the Southeast Quarter of Section 6, Township 1 North, Range 2 West)
15. Decision and the right of way for irrigation ditch and well granted therein recorded April 19, 1963 as Instrument No. 532102, records of Canyon County, Idaho.
Affects Parcel 5
16. Power line easement as granted by HAROLD A. TIEGS and JANET E. TIEGS, his wife to IDAHO POWER COMPANY, a corporation, by instrument recorded August 8, 1963, as Instrument No. 537412, 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.
Affects Parcel 2
17. Power Line Easement as granted by TIEGS FARMS, INC. to IDAHO POWER COMPANY, a corporation, by instrument recorded August 8, 1963 as Instrument No. 537421 in Book 45 of Miscellaneous at Page 554, 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.
Affects Parcel 4

18. Tenancy in Common Agreement recorded August 20, 1963 as Instrument No. 537883, records of Canyon County, Idaho.
Assignment of Tendancy in Common Agreement recorded December 19, 2005 as Instrument No. 200584807, records of Canyon County, Idaho.
Amendment to Tenancy in Common Agreement recorded May 13, 1969 as Instrument No. 628078, records of Canyon County, Idaho.
Amendment to Tenancy in Common Agreement recorded September 15, 1988 as Instrument No. 8818432, records of Canyon County, Idaho.
Amendment to Tenancy in Common Agreement recorded September 15, 1988 as Instrument No. 8818433, records of Canyon County, Idaho.
Affects that portion of Parcel 4 lying within the East Half of the Northwest Quarter and the Northeast Quarter of said Section 7 and affects all of Parcel 6
19. Power line easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded February 1, 1966, as Instrument No. 576670, 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.
Affects that portion of Parcel 4 lying within the Southwest Quarter of the Northwest Quarter of Section 7. Township 1 North, Range 2 West)
20. Right of Way Deed recorded August 16, 1966 as Instrument No. 585024, records of Canyon County, Idaho.
Affects Parcels 1, 2, 4 and 5
21. Power line easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded January 12, 1970, as Instrument No. 637546, 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.
Affects Parcel 5
22. Terms and conditions contained within Easement recorded March 21, 1989 as Instrument No. 8904940, records of Canyon County, Idaho.
23. No exceptions.
24. Easement Agreement dated February 9, 1999 by and between DRY LAKE L.L.C. and TIEGS FARMS, INC., recorded February 19, 1999 as Instrument No. 9906327, records of Canyon County, Idaho.
25. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded January 7, 1998 as Instrument No. 9800455, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
26. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded March 18, 1999 as Instrument No. 9910356, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
27. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded June 2, 1999 as Instrument No. 9921534, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

28. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded September 30, 1999 as Instrument No. 9939210, 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.
Affects Parcel 4
29. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded February 22, 2005 as Instrument No. 200508857, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
30. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded October 13, 2006 as Instrument No. 200682512, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
31. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded September 30, 2008 as Instrument No. 2008052432, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
32. No exceptions.
33. An easement agreement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein, Recorded: October 10, 2006 as Instrument No.: 200681808, records of Canyon County, Idaho.