

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

RECEIVED
AUG 06 2010
 DEPT. OF WATER RESOURCES
 SOUTHERN REGION

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)
36-15271					

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**.

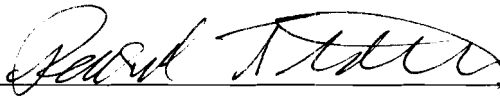
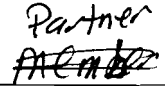
3.	Name and Address of Former Owner/Claimant(s)	Jack Tolman 412 S. 200 E. Jerome, ID 83338
4.	New Owner/Claimant(s)	Tolman, LLP Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
	New Mailing Address	412 S. 200 E.
	City, State and ZIP Code	Jerome, ID 83338
	New Telephone Number	(208) 539-4009
	Email:	

5. Date you acquired the property January 27, 2006

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.

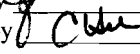
DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number _____		
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)  
 (title if applicable) _____
 (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 
 Received by 
 Processed by _____ AJ

Date 8-9-2010
 Date 8/10/2010
 Date _____

Receipt Amt. \$50
 Receipt No. 5031574
 WR _____ Date _____

STATEMENT OF QUALIFICATION OF LIMITED LIABILITY PARTNERSHIP

(Instructions on back of application)

The undersigned elects to be a Limited Liability Partnership, and submits the following information to the Secretary of State pursuant to Idaho Code § 53-1001

1. The name of the limited liability partnership is: TOLMAN, LLP
2. If previously filed a statement of partnership, the name used in that statement is: _____
The date it was filed with the Idaho Secretary of State's Office was: _____
3. The street address of the limited liability partnership's chief executive office is:
412 South 200 East, Jerome, Idaho 83338
4. If the partnership does not have an office in the state of Idaho, the name and address of the registered agent is: _____
5. The mailing address for future correspondence is: 412 South 200 East, Jerome, Idaho 83338
6. The above-named partnership elects to be a limited liability partnership.
7. Future effective date (optional): _____
8. Signature of at least 2 partners:
 - 1) *Randall Tolman*
Typed Name RANDALL TOLMAN
 - 2) *J. D. Tolman*
Typed Name J. D. TOLMAN
 - 3) _____
Typed Name _____

e:\comp\forms\qualif.p66 Revised 01/2001

Secretary of State use only

06/18/2007 05:00
CK: 8614 CT: 174393 BH: 1868566
1 @ 100.00 = 100.00 QUALIF LLP # 3

Web Form

STATE OF UTAH — DEPARTMENT OF HEALTH

NOV 23 1998

STATE OF UTAH - DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

143 98 010349

1. NAME OF DECEASED (First, Middle, Last) Wackie, David, Tolman		2. SEX Male	3a. DATE OF DEATH (Mo., Day, Yr.) November 11, 1998	3b. TIME OF DEATH (Hour, Min.) 2035
4. DATE OF BIRTH (Mo., Day, Yr.) Dec 13, 1934	5. AGE (Years, Months, Days) 63	6. BIRTHPLACE (City & State or Foreign Country) Thatcher, Utah	7. SOCIAL SECURITY NUMBER 529-48-2513	
8. PLACE OF DEATH (City & State or Foreign Country) Thatcher, Utah		9. NAME OF HOSPITAL, NURSING HOME OR OTHER FACILITY (If outside a home, give street address of location) University Hospital		
10. HOSPITAL (If inpatient, check box; if outpatient, check box; if both, check box) ☒ Inpatient ☐ Outpatient ☐ Both		11. SURVIVING SPOUSE (If wife, give maiden name) Wanona Hodges		
12. DECEASED'S USUAL OCCUPATION (Give kind of work done during most of working life. Do NOT use retired) Dairymen		13. KIND OF BUSINESS OR INDUSTRY Agriculture		
14. RESIDENCE (Street and Number) 714 East 18th Lane, Burley, Idaho 83318		15. CITY, TOWN OR COMMUNITY Burley	16. COUNTY Cassia	17. STATE Idaho
18. MARITAL STATUS ☒ Married ☐ Single ☐ Widowed ☐ Divorced		19. RACE - Black, White, Am. Indian (If race may be entered, Japanese, etc., (Specify)) White		
20. EDUCATION (Specify only highest grade completed) (Elementary or Secondary) High School		21. FATHER'S NAME (First, Middle, Last) Benjamin, Herbert, Tolman III		
22. MOTHER'S NAME (First, Middle, Last) Emily Louise Knowles		23. MAIDEN NAME OF MOTHER (First, Middle, Last) Emily Louise Knowles		
24. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT Wanona Hodges, 714 East 18th Lane / Burley, Idaho 83318				
25. METHOD OF DISPOSITION ☒ Burial ☐ Cremation ☐ Other		26. DATE OF DISPOSITION Nov 16, 1998	27. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Jerome Cemetery	28. LOCATION - City or Town, State Jerome County, Jerome, Idaho
29. SIGNATURE OF LICENSED SERVICE PROVIDER [Signature]		30. LICENSE NUMBER 97263100	31. FUNERAL HOME (Name, address and license number) Larkin Mort. Co., Hove-Robertson Funeral Chapel, 3rd & Fillmore, Jerome, Idaho 83338	
32. DATE DECEASED WAS LAST EXAMINED BY PHYSICIAN Nov 11, 1998		33. CERTIFICATE OF PHYSICIAN (If death occurred at the time, date, and place, and due to the cause(s) and manner, as stated on the basis of examination and/or investigation, in my opinion, death occurred at the time and place stated, and due to the cause(s) and manner as stated.) [Signature]		
34. SIGNATURE AND TITLE OF CERTIFIER [Signature]		35. LICENSE NUMBER 96-325192-1205	36. DATE SIGNED (Mo., Day, Yr.) November 12, 1998	
37. NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (Item 31) (Type and print) Estelle H. Hanks, MD, 550 North Medical Drive, Salt Lake City, Utah 84132		38. DATE REGISTRAR NOTIFIED OF DEATH (Mo., Day, Yr.) November 16, 1998		
39. PART I: CAUSE OF DEATH (List all causes of death, including immediate, intermediate, and remote causes. Do not enter the mode of dying, such as cardiac arrest, respiratory arrest, shock, or heart failure. List only one cause on each line.) 1. Myocardial infarction 2. Atherosclerosis 3. Hypertension 4. Diabetes mellitus 5. Chronic obstructive pulmonary disease 6. Coronary artery disease 7. Cerebrovascular disease 8. Chronic kidney disease 9. Chronic liver disease 10. Chronic alcoholism 11. Chronic drug abuse 12. Chronic mental illness 13. Chronic infection 14. Chronic degenerative disease 15. Chronic degenerative disease 16. Chronic degenerative disease 17. Chronic degenerative disease 18. Chronic degenerative disease 19. Chronic degenerative disease 20. Chronic degenerative disease				
40. PART II: MANNER OF DEATH (Check one) ☒ Natural ☐ Accidental ☐ Suicide ☐ Homicide ☐ Undetermined ☐ Pending investigation				
41. 32. IN YOUR OPINION, TOBACCO USE BY THE DECEASED: ☐ 1. Probably contributed to the cause of death. ☐ 2. Was the underlying cause of death. ☐ 3. Did not contribute to the cause of death. ☐ 4. Is unknown in relation to the cause of death.				
42. 33. WAS AN AUTOPSY PERFORMED? ☐ 1. Yes ☒ 2. No				
43. 34. PLACE OF INJURY - At home, farm, street, factory, office, building, etc. (Specify) At home				
44. 35. IF MOTOR VEHICLE ACCIDENT, SPECIFY IF DECEASED WAS DRIVER, PASSENGER OR PEDESTRIAN. Driver				
45. 36. DESCRIBE HOW INJURY OCCURRED (Enter sequence of events which resulted in injury. NATURE OF INJURY SHOULD BE ENTERED IN ITEM 31). Heart attack				

This is to certify that this is a true copy of the certificate on file in this office. This certified copy is issued under authority of section 26-2-22 of the Utah Code Annotated, 1953 As Amended.

Date Issued:

Barry E Nangle

Barry E Nangle

DIRECTOR OF VITAL RECORDS

OCT 1 1999

SL 991837

* 0 0 9 9 1 8 3 7 *



WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES. ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.

Steven D. Peterson
Rolig & Peterson LLP
102 Main Avenue South
P.O. Box 2749
Twin Falls, Idaho 83303-2749
Telephone: (208) 733-5500
Attorney for Personal Representative

DISTRICT COURT
FIFTH JUDICIAL DIST.

DEC 1 10 24 AM '98

Cheryl S. [Signature]

BY _____

RECEIVED
AUG 06 2010
DEPT. OF WATER RESOURCES
SOUTHERN REGION

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME
MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE
OF JACK D. TOLMAN,

Deceased.

Case No. SP-1E-98-54

LETTERS TESTAMENTARY

WANONA H. TOLMAN is hereby appointed Personal Representative
of the Estate of JACK D. TOLMAN, deceased.

WITNESS: Magistrate of the District Court, County of
Jerome, State of Idaho, with the seal of the Court affixed this
15th day of December, 1998.

St Thomas H. Borresen
Magistrate

State of Idaho

County of Jerome

I hereby certify the foregoing to be a full, true and
correct copy of the original on file in the above
entitled action.

[Signature]
Clerk of the District Court

12-1-98

Deputy

Date

LETTERS TESTAMENTARY - 1

COPY

STATE OF IDAHO)

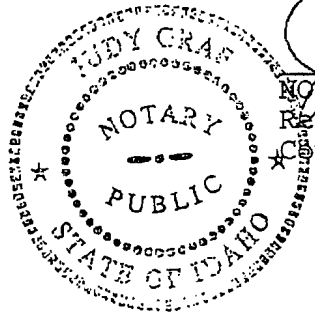
County of Twin Falls)

ss.

I, WANONA H. TOLMAN, hereby accept the duties of Personal Representative of the Estate of JACK D. TOLMAN, deceased, and do solemnly swear that I will perform, according to law, the duties of Personal Representative of the Estate of JACK D. TOLMAN, deceased.

Wanona H. Tolman
WANONA H. TOLMAN

November, 1998. SUBSCRIBED AND SWORN to before me this 30th day of



Judy Gray
NOTARY PUBLIC
Residence: Twin Falls, Id
Comm. Expires: 6-8-2002

STEVEN D. PETERSON, ISB (# 3563)

ATTORNEY AT LAW

P.O. Box 5827

161 5th Ave. S., Ste. 310

Twin Falls, ID 83303-5827

Phone: (208) 733-5500

Fax: (208) 733-5553

Email: sdppc@cableone.net

DISTRICT COURT
FIFTH JUDICIAL DIST
JEROME COUNTY, IDAHO

2006 OCT 5 AM 8 55

BY Cheryl Watts
DEPUTY CLERK

RECEIVED
AUG 06 2010
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF JEROME
MAGISTRATE DIVISION

* * * * *

IN THE MATTER OF THE ESTATE OF	)	Case No: <u>CV 2006-1105</u>
WANONA H. TOLMAN,	)	
Deceased.	)	LETTERS TESTAMENTARY
	)	
	)	
	)	
	)	
	)	

* * * * *

The Will of WANONA H. TOLMAN having been admitted to informal probate,
JACK DAVID TOLMAN and RANDALL TED TOLMAN are hereby appointed Co-Personal
Representatives of said Estate.

William H. Brown
Magistrate

Jack David Tolman
JACK DAVID TOLMAN

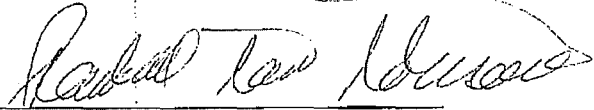
[Signature]
 NOTARY PUBLIC FOR IDAHO
 Residence: Twin Falls ID
 Commission Expires: 5-15-09

STATE OF IDAHO

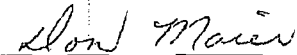
County of Twin Falls

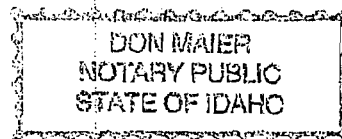
)
) ss.
)

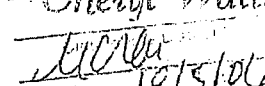
I, RANDALL TED TOLMAN, hereby accept the duties of Co-Personal Representatives of the Estate of WANONA H. TOLMAN, deceased, and do solemnly swear that I will perform, according to law, the duties of Personal Representative of the Estate of WANONA H. TOLMAN, deceased.


RANDALL TED TOLMAN

SUBSCRIBED AND SWORN to before me this 29 day of September, 2006.


NOTARY PUBLIC FOR IDAHO
Residence: Kimberly Idaho
Commission Expires: 12-1-11



STATE OF IDAHO } ss.
Cheryl Watts

10/5/06

RECORDING REQUESTED BY:
STEVEN D. PETERSON

AND WHEN RECORDED
MAIL TO:
Steven D. Peterson, P.C.
PO Box 5827
Twin Falls, ID 83303-5827

Instrument # 2091185

JEROME COUNTY, JEROME, IDAHO

3-13-2009 04:13:00 No. of Pages: 4

Recorded for: LAND TITLE AND ESCROW INC.,

MICHELLE EMERSON Fee: 12.00

Ex-Officio Recorder Deputy *[Signature]*

RECEIVED
AUG 06 2010
DEPT. OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

KNOW TO ALL MEN BY THESE PRESENTS THAT:

[Signature]
Jack and Wanona

That J.D. TOLMAN and RANDALL TOLMAN, as successor Co-Trustees of the TOLMAN FAMILY TRUST, hereinafter "Grantor" hereby conveys, releases, transfers, remises and forever Quit-claims all its right, title and interest in certain real property located in Jerome County, Idaho, unto TOLMAN, LLP, hereinafter Grantee, whose address is 412 South 200 East, Jerome, Idaho 83338, in and to said real property legally described on Exhibit A attached hereto and incorporated in full herein.

IN WITNESS WHEREOF, I have set my hand hereto this 9 day of June, 2007.

[Signature]
J. D. TOLMAN

Successor Co-Trustee of the Jack and Wanona
Tolman Family Trust

[Signature]
RANDALL TOLMAN

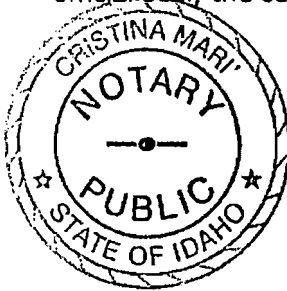
Successor Co-Trustee of the Jack and Wanona
Tolman Family Trust

STATE OF IDAHO)

County of Bingham) ss.

On this 9th day of June, 2007, before me, a Notary Public in and for said county and state, personally appeared J. D. TOLMAN, as successor Co-Trustee of the TOLMAN FAMILY TRUST, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



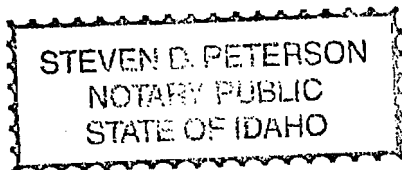
[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at: Blackfoot ID
My Commission Expires: 04 10 2009

STATE OF IDAHO)

County of Twin Falls) ss.

On this 9th day of June, 2007, before me, a Notary Public in and for said county and state, personally appeared RANDALL TOLMAN, as successor Co-Trustee of the TOLMAN FAMILY TRUST, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at: TWIN FALLS, ID
My Commission Expires: 5-2-2012

PARCEL NO. 1:

**TOWNSHIP 9 SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 9: S½NE¼NW¼;

PARCEL NO. 2:

**TOWNSHIP 9 SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 9: S½NW¼NW¼;

**EXCEPTING THEREFROM a parcel of land located in the
NW¼NW¼, more particularly described as follows:**

**Commencing at the Northwest corner of Section 9;
Thence South 0°22'06" East, 649.74 feet along the West Section line of Section 9
to a point on said line which is the TRUE POINT OF BEGINNING;
Thence South 89°53'17" East, 1311.53 feet to a point on the East boundary of the
NW¼NW¼;
Thence South 0°22'06" East, 170.26 feet along said East boundary to a point;
Thence North 89°53'17" West, 1311.53 feet to a point on the West Section line of
Section 9;
Thence North 0°22'06" West, 170.26 feet along said Section line to the TRUE
POINT OF BEGINNING.**

PARCEL NO. 3:

**TOWNSHIP 9 SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 9: SE¼NW¼;

PARCEL NO. 4:

**TOWNSHIP 9 SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 8: That part of the SE¼NE¼ lying Northeasterly of Interstate 84N, formerly known as Interstate 80N.

Section 9: SW¼NW¼;

A tract of land in the NW¼SW¼, described as follows:

**Beginning at the Northwest corner of the NW¼SW¼;
Thence South 0°19' East for a distance of 223.1 feet;
Thence North 89°41' East for a distance of 302.4 feet;**

Continued

Thence North 30°31' East for a distance of 122.4 feet;
Thence South 86°32' East for a distance of 119.0 feet;
Thence North 54°19' East for a distance of 207.7 feet;
Thence North 89°49' West for a distance of 653.3 feet to THE POINT OF BEGINNING.

EXCEPTING THEREFROM the following described tract:

A parcel of land being on the Northeasterly side of the center line of Interstate 80N, Project No. I-80N-3(11) 164, Highway Survey, as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the NW¼SW¼, described as follows:

Commencing at the West quarter corner of Section 9, Township 9 South, Range 17, East Boise Meridian;

Thence South 0°00'19" East (shown of record to be South 0°19' East) along the West line of the NW¼SW¼ of said Section 9 a distance of 135.14 feet to a point in a line parallel with and 100.0 feet Northeasterly from the center line and opposite Station 452+14.09 of said Interstate 80N, Project No. I-80N-3(11)164 Highway Survey. THE REAL POINT OF BEGINNING;

Thence South 43°11'19" East along said parallel line 127.0 feet, more or less, to a point in the Southerly line of the property as described in that certain Warranty Deed dated January 16, 1956, recorded January 17, 1956 in Book 149 Page 380, records of Jerome County, Idaho;

Thence Westerly (shown of record to be South 89°41' West) along said Southerly property line 85.0 feet, more or less, to a point in the West line of said NW¼SW¼;

Thence North 0°00'19" West (shown of record to be North 0°19' West) along said West line 91.0 feet, more or less, to THE REAL POINT OF BEGINNING.

The Bearings as shown in the above description, unless otherwise noted, are from the Idaho Plane Coordinate System, based on the transverse mercator projection for the Central Zone of Idaho. To convert to geodetic bearings, a correction of 0°19'31" must be subtracted from all Northeast and Southwest bearings and added to all Northwest and Southeast bearing.

RECEIVED
AUG 06 2010
DEPT. OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

For Value Received, WANONA H. TOLMAN, individually, and THE ESTATE OF JACK D. TOLMAN, Wanona H. Tolman, Personal Representative, hereby releases, remises, and forever quitclaims unto THE JACK AND WANONA TOLMAN FAMILY TRUST, Wanona H. Tolman, Trustee, whose address is 714 E. 18th Lane, Burley, Idaho 83318, certain real property located in Jerome County, Idaho, and more particularly described as follows, to-wit:

Parcel No. 1:

Township 9 South, Range 17, East of the Boise Meridian,
Jerome County, Idaho.

Section 9: A parcel of land located in the N $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Commencing at the Northwest Corner of Section 9;
Thence South 0°22'06" East, 649.74 feet along the West Section line of Section 9 to a point on said line which is the TRUE POINT OF BEGINNING;
Thence South 89°53'17" East, 983.65 feet to the West boundary of the E $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence South 0°22'06" East, 8.17 feet to a point on the South boundary of the N $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence North 89°53'17" West, 983.65 feet along said South boundary to a point on the West Section line of Section 9;
Thence North 0°22'06" West, 8.17 feet along said Section line to the TRUE POINT OF BEGINNING.

SUBJECT TO a 25.00 foot county road easement on the West boundary.

Parcel No. 2:

Township 9 South, Range 17, East of the Boise Meridian,
Jerome County, Idaho.

Section 9: A parcel of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Commencing at the Northwest Corner of Section 9;
Thence South 0°22'06" East, 649.74 feet along the West Section line of Section 9 to a point on said line;
Thence South 89°53'17" East, 983.65 feet to the TRUE POINT OF BEGINNING;
Thence South 89°53'17" East, 327.88 feet to a point on the East boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$;

QUITCLAIM DEED - Page 1

RECORDED
JEROME COUNTY, IDAHO
FEE \$12.97
OCT 14 10 58 AM '99
Jody Williams

995242

Thence South $0^{\circ}22'06''$ East, 8.17 feet to a point at the Southeast corner of the $NE\frac{1}{4}NW\frac{1}{4}NW\frac{1}{4}$;
Thence North $89^{\circ}53'11''$ West, 327.88 feet along the South boundary of the $NE\frac{1}{4}NW\frac{1}{4}NW\frac{1}{4}$ to a point on said boundary;
Thence North $0^{\circ}22'06''$ West, 8.17 feet to the TRUE POINT OF BEGINNING.

Parcel No. 3:

Township 9 South, Range 17, East of the Boise Meridian,
Jerome County, Idaho.

Section 9: $S\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$

Parcel No. 4:

Township 9 South, Range 17, East of the Boise Meridian,
Jerome County, Idaho.

Section 9: $S\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$

Parcel No. 5:

Township 9 South, Range 17, East of the Boise Meridian,
Jerome County, Idaho.

Section 9: $SE\frac{1}{4}NW\frac{1}{4}$

Parcel No. 6:

Township 9 South, Range 17, East of the Boise Meridian,
Jerome County, Idaho.

Section 8: That part of the $SE\frac{1}{4}NE\frac{1}{4}$ lying Northeasterly of Interstate 84N, formerly known as Interstate 80N.

Section 9: $SW\frac{1}{4}NW\frac{1}{4}$

A tract of land in the $NW\frac{1}{4}SW\frac{1}{4}$, described as follows:

Beginning at the Northwest corner of the $NW\frac{1}{4}SW\frac{1}{4}$;
Thence South $0^{\circ}19'$ East for a distance of 223.1 feet;
Thence North $89^{\circ}41'$ East for a distance of 302.4 feet;
Thence North $30^{\circ}31'$ East for a distance of 122.4 feet;

Thence South 86°32' East for a distance of 119.0 feet;
Thence North 54°19' East for a distance of 207.7 feet;
Thence North 89°49' West for a distance of 653.5 feet to THE TRUE
POINT OF BEGINNING.

EXCEPTING THEREFROM the following described tract:

A parcel of land being on the Northeasterly side of the center line of Interstate 80N, Project No. I-80N-3(11) 164, Highway Survey, as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the NW¼SW¼, described as follows:

Commencing at the West quarter corner of Section 9, Township 9 South, Range 17, East of the Boise Meridian;

Thence South 0°00'19" East (shown of record to be South 0°19' East) along the West line of the NW¼SW¼ of said Section 9 a distance of 135.14 feet to a point in a line parallel with and 100.0 feet Northeasterly from the center line and opposite Station 452+14.09 of said Interstate 80N, Project No. I-80N-3(11) 164, Highway Survey, THE REAL POINT OF BEGINNING;

Thence South 43°11'19" East along said parallel line 127.0 feet, more or less, to a point in the Southerly line of the property as described in that certain Warranty Deed dated January 16, 1956, recorded January 17, 1956, in Book 149 Page 380, records of Jerome County, Idaho;

Thence Westerly (shown of record to be South 89°41' West) along said Southerly property line 85.0 feet, more or less, to a point in the West line of said NW¼SW¼;

Thence North 0°00'19" West (shown of record to be North 0°19' West) along said West line 91.0 feet, more or less, to THE REAL POINT OF BEGINNING.

The Bearings as shown in the above description, unless otherwise noted, are from the Idaho Plane Coordinate System, based on the transverse, mercator projection for the Central Zone of Idaho. To convert to geodetic bearings, a correction of 0°19'31" must be subtracted from all Northeast and Southwest bearings and added to all Northwest and Southwest bearing.

Dated this 12 day of October, 1999.

Wanona H. Tolman
WANONA H. TOLMAN

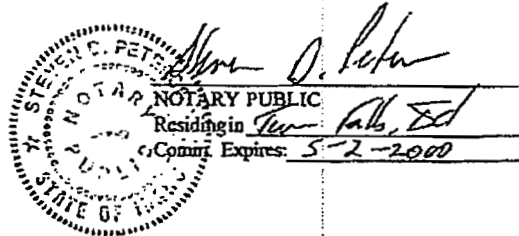
ESTATE OF JACK D. TOLMAN

By Wanona H. Tolman
WANONA H. TOLMAN
Personal Representative

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 17 day of October, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared WANONA H. TOLMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

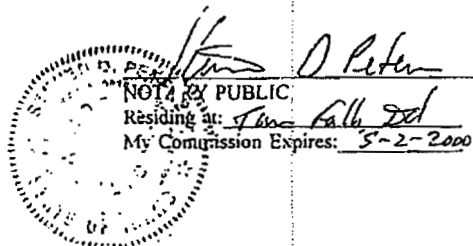
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 12 day of October, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared WANONA H. TOLMAN, known to me to be the Personal Representative of the Estate of Jack D. Tolman, the entity whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said entity.

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



RECEIVED
AUG 06 2010
DEPT. OF WATER RESOURCES
SOUTHERN REGION

TOLMAN L.L.P. AGREEMENT

THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT entered into the 1st day of June, 2007 and memorialized this 22nd day of June, 2007, by and between SINDY KAY BLACK, JACK DAVID TOLMAN, RONDA LYNN SEARLE, BRENDA LEE HIATT, RANDALL TED TOLMAN, SPENCER H. TOLMAN, BENJAMIN HEWETT TOLMAN, SHANDA LOUISE GILBERT, KAYLA ANN COOK, and WANONA JANAE HENDRIX, hereinafter called the "Partners."

NOW, THEREFORE, it is agreed as follows:

1. Name. The Partners hereby form a limited liability partnership pursuant to the provisions set forth in Idaho Code § 53-343A through § 53-343C. The name of the limited liability partnership shall be TOLMAN LLP, hereinafter referred to as "the Partnership."

2. Principal Place of Business. The principal place of business of the Partnership shall be at 412 S 200 E, Jerome, Idaho 83338. The business of the Partnership may also be conducted at such other or additional place or places as may be designated by the Partners.

3. Purposes. The purposes of the Partnership are (a) to purchase, lease, sell, own, and to operate and maintain for any uses, real property, or interests therein, wherever located; and (b) any other lawful purposes as are agreed upon by all of the Partners.

4. Term. The Partnership shall commence effective on the date first written above and shall continue until terminated as hereinafter provided.

5. Books. The Partnership books and business records shall be maintained at the Office of the Partnership or at such other place as the partners may designate. Each Partner shall have access to the Partnership books and records at all times during normal business hours. The books shall be kept on a cash basis for each calendar year, and shall be closed and balanced at the end of each such year.

6. Ownership Interests. It is agreed that as of the date of this Agreement, the percentage of ownership interests in the Partnership assets, subject to liabilities, is as follows:

<u>Partner</u>	<u>Ownership Interest</u>
SINDY KAY BLACK	10%
JACK DAVID TOLMAN	10%
RONDA LYNN SEARLE	10%
BRENDA LEE HIATT	10%
RANDALL TED TOLMAN	10%

SPENCER H. TOLMAN	10%
BENJAMIN HEWETT TOLMAN	10%
SHANDA LOUISE GILBERT	10%
KAYLA ANN COOK	10%
WANONA JANAE HENDRIX	10%

7. Capital. The Partners each shall contribute initially an equal amount of capital to the Partnership. The initial partnership property shall consist of the following real and personal property as set forth on Exhibit A attached hereto.

An individual capital account shall be maintained for each Partner. The capital interest of each Partner shall consist of his original contribution of capital, increased by (1) additional capital contributions, (2) each Partner's share of the net profits of the Partnership, and (3) transfers of any interest herein from another Partner; and decreased by (a) distributions in reduction of Partnership capital, and (b) the Partner's share of Partnership losses, if charged to the capital accounts of the Partners. The capital account balances shall be adjusted on the Partnership books to reflect all of the enumerated increases and decreases occurring after the date hereof. However, no interest in the Partnership or additional share of profits shall inure to any Partner by reason of his capital account being proportionately in excess of the capital account of any other Partner.

8. Profits and Losses.

(a) The net profits of the Partnership shall be divided equally between the Partners and the net losses shall be borne equally by the Partners. Each Partner's share of the net profits shall be credited to the Partner's capital account, and each Partner's share of the net losses shall be debited against the Partner's capital account.

(b) The profits and losses of the Partnership shall be determined in the manner in which the Partnership reports its income and expense for federal income tax purposes.

9. Expenses of Business. All fixed charges, rent, taxes, insurance premiums, expenses for repair of improvements and other Partnership assets, salaries, wages, and all other expenses of the Partnership business shall be paid out of the receipts of the business. In the event such receipts are insufficient to pay such expenses, the Partners may obtain financing to cover such costs; or they may furnish by loan or capital contribution the funds necessary to pay the Partnership obligations. Such loans or contributions shall be made by the Partners in the same proportion as their ownership interests in the Partnership.

10. Partner Loans. The Partnership shall be authorized to borrow funds from any Partner(s) with the consent of all of the Partners. The loans shall be upon the terms as agreed upon by all of the Partners and shall be evidenced by a written note to

be held by the Partner(s) making the loan. Upon the sale of any real property by the Partnership, the available sales proceeds shall be distributed as follows:

(a) Any selling expenses incurred to complete the sale shall be paid by the Partnership.

(b) Each Partner shall be entitled to receive an equal distribution sufficient to cover the estimated federal and state income tax consequences of the sale.

(c) The remaining available sales proceeds shall be utilized to reduce any outstanding Partnership loans. In the event there is money owed to more than one Partner to whom the Partnership is indebted, the available sales proceeds shall be applied first to the balance owed to third party lenders, if any. The balance of the proceeds shall be applied to each Partners' loan receivable from the Partnership in proportion to the outstanding loan balance owed to each Partner. When a Partner's loan is repaid in full, any remaining Partner loans shall be retired with the available sales proceeds.

(d) Upon the consent of all of the Partners, all or any portion of the available sales proceeds may be utilized in a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986 as may be subsequently amended.

(e) In the event the Partnership utilizes a tax-deferred exchange, any Partner loans to the Partnership shall be secured by the Replacement Property in addition to any other security for the Partner loan to the Partnership.

11. Additional Capital Contributions. Each Partner agrees to contribute to the capital of the Partnership his proportionate share (equal to his percentage of ownership in the Partnership assets) of all costs, expenses, or charges with respect to the ownership, operation, development, maintenance, and upkeep of the Partnership property, including but not limited to taxes, debt amortization, insurance premiums, repairs, costs of capital improvements made upon approval of the Partnership as herein provided, management fees or salaries to third parties, charges for professional fees, wages, and utility costs, to the extent such costs, expenses, or charges exceed the income, if any, derived from the Partnership property and the proceeds of any loans made to the Partnership for the acquisition or development of the Partnership property. The Partners may estimate the cash requirements of the Partnership for a period of time not to exceed three months in advance and request payment of each Partner's pro rata share of said estimated cash requirements, and each Partner shall pay said amount within ten days after receiving a statement therefor.

12. Remedies for Nonpayment. In the event that any Partner fails to make an additional capital contribution within the time specified, the remaining Partners may send an additional notice to the Partner not having deposited his additional capital contribution as provided, and he shall have a further period of ten (10) days to make such additional capital contribution. If at the end of such ten (10) day period such Partner shall

still have failed to make such additional capital contribution, such Partner shall be in default and the other Partners may advance for their own capital account the additional capital contribution of the defaulting Partner. In such event, the defaulting Partner shall execute a promissory note to the other Partners, which note shall provide for payment upon demand of the amount of the capital contribution not made by the defaulting Partners, together with interest thereon at the rate of twelve percent (12%) per annum.

13. Management and Duties. Any purchase or sale of Partnership real property shall require the majority vote of the Partners of the Partnership. However, Partners Jack David Tolman and Randall Ted Tolman shall have the authority upon his own signature to execute on behalf of the Partnership all documents necessary to facilitate any transaction that is within the above-stated purposes of the Partnership.

14. Deadlock. In the event that the Partnership interests are evenly divided on a matter which is not trifling and unimportant and after an honest attempt to reconcile the matter so that the business of the Partnership can proceed in an orderly and business-like manner, and upon a failure to break the deadlock, each side representing an interest of the Partnership shall select one arbitrator by agreement and if those selected shall not represent a uneven number they shall select one additional arbitrator and the arbitrators shall resolve the Partnership deadlock by a majority vote. Such vote by the arbitrators shall be binding upon the Partnership and all the Partners.

15. Prohibition Against Sale or Assignment. Except as otherwise provided in this Agreement, no Partner shall, except with the consent of all of the partners, assign, mortgage, or sell his interest in the Partnership or in its capital assets or property; or enter into any agreement which may result in any person becoming interested with him in the Partnership. Provided, however, that any Partner may convey, either by gift or purchase, any portion of his interest in the Partnership to any other Partner. In the event any Partnership interest is transferred or offered for sale, the sale or transfer shall be subject to the provisions of Paragraphs 18 and 19 herein.

16. Banking. All funds of the Partnership shall be deposited in its name in such checking account or accounts as shall be designated by all of the Partners. Any withdrawals therefrom may be made upon checks signed by either of the Managing Partners.

17. Death. Upon the death of a Partner, the other Partners shall have the option to purchase the interest of the decedent Partner. The purchase price and payment terms shall be determined as provided in paragraph 18.

18. Partnership Termination and Purchase of Partner's Interest. In the event a Partner's interest is offered for sale as a result of death or any other reason, the remaining Partners shall have the option to purchase the withdrawing Partner's interest in the Partnership under the following terms and conditions:

- (a) The remaining Partners shall have a period of ninety (90)

days to determine whether to exercise the option to purchase.

(b) The purchase price shall be the fair market value of the Partnership assets less any Partnership liabilities together with any interest accrued on those liabilities.

(c) The fair market value, if not agreed upon by the Partners, shall be determined by an appraisal conducted by an appraiser retained by the remaining Partners. The cost of the initial appraiser shall be shared equally by the withdrawing and remaining Partners. If the withdrawing Partner or his representative do not agree with the appraised values as determined by the first appraiser, the withdrawing Partner or his representative may, at his own expense, retain a second appraiser. The fair market value shall be determined by averaging the two appraisals and shall be binding on both the remaining Partners and the withdrawing Partner. All appraisals shall be done by an M.A.I. appraiser unless otherwise unanimously agreed by the Partners.

(d) If any insurance coverage is available on the deceased Partner, through the Partnership, the remaining Partners shall be required to utilize the entire insurance proceeds as a downpayment on the purchase price. If there are no insurance proceeds available or if the insurance proceeds are less than twenty percent (20%) of the purchase price then the remaining Partners shall be required to make a downpayment of at least twenty percent (20%) of the purchase price. The balance of the purchase price shall be payable in ten annual installments and shall bear interest from the date the remaining Partners elect to purchase the other Partner's interest at the prime lending rate of the bank where the Partnership checking account is maintained, plus one percentage point, as determined on the date the sale closes.

(e) Any Partner purchasing any of the Partnership assets shall be entitled to assume any underlying liability secured by the Partnership asset being purchased, subject to the approval of the secured creditor. The remaining Partners shall use their best efforts to enable the withdrawing Partner to be relieved of any liability assumed.

(f) In the event the remaining Partners do not wish to purchase the withdrawing Partner's share of the Partnership assets, the assets shall be sold in a commercially reasonable manner and the proceeds utilized to pay any outstanding Partnership liabilities. The net proceeds after payment of all remaining Partnership obligations shall be divided between the Partners in proportionate to their ownership interests in the Partnership.

19. Transfer of Partnership Interest. Each Partner agrees that in the event his Partnership interest is required to be purchased by the other Partners, he or the legal representative of his estate (in the case of a deceased Partner), shall execute and deliver to the purchasing Partners all the documents which are required to transfer said interest to the Partners. All right, title, and interest of a withdrawing Partner or a decedent Partner's estate in the Partnership shall thereafter belong to the purchasing Partners.

The purchasing Partners shall deliver to the legal representative of the deceased Partner's estate an agreement indemnifying the estate against all claims and obligations of the Partnership.

20. Dissolution. The Partnership may be dissolved or terminated at any time by unanimous agreement of the Partners, or in the event the remaining Partners refuse to purchase a withdrawing Partner's interest as provided for above. In the event of dissolution, the affairs of the Partnership shall be wound up under the supervision of the Partners and its assets shall be sold and the proceeds shall be applied as follows:

- (a) Payment of creditors other than Partners;
- (b) Payment of liabilities owed to Partners other than for capital and profits;
- (c) Payment of each Partner's share of capital;
- (d) Division of all remaining assets among the Partners in proportion to their ownership interest existing at the time of dissolution.

21. Taxes.

(a) Elections. The Partners may make any tax elections for the Partnership allowed under the Code of the tax laws of any state or other jurisdiction having taxing jurisdiction over the Partnership.

(b) Tax Matters Partner. The Partners shall designate one of their numbers as the Tax Matters Partner of the Partnership pursuant to Section 623(a)(7) of the Code. Any Partner who is designated Tax Matters Partner may not take any action contemplated by Section 6222 through Section 6232 of the Code without the consent of the remaining Partners. RANDALL TED TOLMAN shall be designated the initial Tax Matters Partner.

22. Interpretation. Pronouns, where used herein, of whatever gender, shall include natural persons, corporations, and associations of every kind and character, and the singular shall include the plural and vice versa where and as often as may be appropriate. Article and paragraph headings under this Agreement for convenience of reference and shall not affect the construction or interpretation of this Agreement. This Agreement shall be construed in accordance with the laws of the State of Idaho.

23. Amendment. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by further agreement in writing duly executed by all of the Partners.

24. Admission of New Partners. No person shall be admitted to the Partnership except upon the unanimous vote of the Partners.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above written and the covenants herein shall be joint and several, and shall be binding upon the parties, their successors or successors in interest, as well as their heirs and personal representatives.

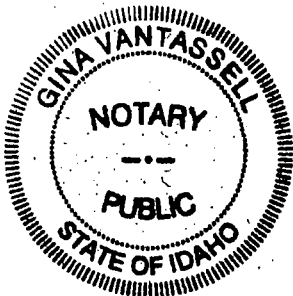
TOLMAN LIMITED LIABILITY PARTNERSHIP AGREEMENT - Page 9

Ronda L. Searle
RONDA LYNN SEARLE

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 20 day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared RONDA LYNN SEARLE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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.



Gina Vantassel
NOTARY PUBLIC FOR IDAHO
Residence: Mundaka County
My Commission Expires: 2-12-2013

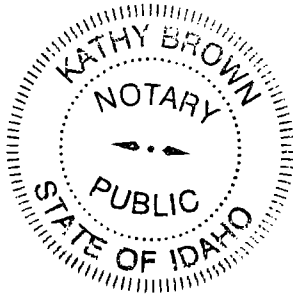

RANDALL TED TOLMAN

STATE OF IDAHO)
) ss.
County of Twin Falls)

)) SS.
))

On this 13 day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared RANDALL TED TOLMAN known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

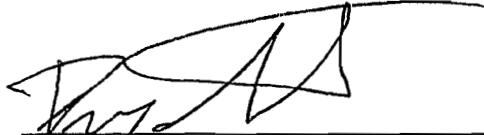
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



NOTARY PUBLIC FOR IDAHO

Residence: Twin Falls, ID

My Commission Expires: 5-15-14


BENJAMIN HEWETT TOLMAN

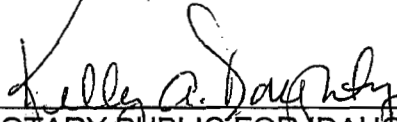
STATE OF IDAHO

)
) ss.
)

County of Twin Falls

On this 22 day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared BENJAMIN HEWETT TOLMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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
Residence: ada county
My Commission Expires: 11-13-2012



Shanda Louise Gilbert
SHANDA LOUISE GILBERT

STATE OF IDAHO

)
) ss.
)

County of Twin Falls

On this 13 day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared SHANDA LOUISE GILBERT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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.

Kimberly Warnock
NOTARY PUBLIC FOR IDAHO
Residence: Cochran, Ga
My Commission Expires: Dec. 3 2010

