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MAY 14 2010

WATER RESOURCES
WESTERN REGION

May 14, 2010

John Westra
IDWR Western Region Office
2735 Airport Way
Boise, ID 83705

Subject: Water Right Transfer No. 74776

Dear John,

The following letter and enclosures are in response to your letter dated February 18, 2010 regarding Lavada Louck's petition for reconsideration of the Department's preliminary approval of Transfer No. 74776 in the names of Dale and Jackie Van Es.

As stated in your letter, there has been some confusion regarding who has security interest in the property. The property in question was originally owned by Les and Lavada Loucks and covered with Snake River rights 2-7155, 2-7186 and 2-7461 and ground water right 57-2254. In 2004, a change in ownership was filed and the property and water rights were split between the Loucks and Van Es.

D. L. Evans Bank has a loan and security interest in the property that Loucks retained (57-2254, 2-1023~~8~~₈, 2-1024~~1~~₀ and 2-1024~~2~~₂).

Wells Fargo Bank has a loan and security interest in the property split to Van Es (2-1023~~8~~₉, 2-1024~~1~~₁ and 2-1024~~2~~₃).

Based on two Contracts of Sale between Loucks and Van Es, the Loucks continue to have security interest in some of the lands listed in a contract dated May 30, 2001, which describes the entire property prior to splits, and all of the lands listed in a contract dated March 13, 2006, which describes the property split to the Loucks.

To support final approval of Transfer No. 74776, attached are the following:

- Revised and signed Transfer Part 1 pages indicating Loucks and Van Es have agreed to become joint applicants.
- Copy of contract dated May 30, 2001.
- Copy of contract dated March 13, 2006.

- Signed transfer authorization from D. L. Evans Bank.
- E-mail statement dated May 14, 2010 from the attorney for Wells Fargo Bank.

As indicated in the attached documents, all the parties involved are in favor of the transfer proposal. Although Wells Fargo Bank has not yet submitted authorization for the joint transfer, they do not object to the integrated irrigation system. Once an agreement is in place, Wells Fargo Bank will provide their authorization to allow the Department to finalize Transfer No. 74776. We request that the Department please allow an additional 30 days for completion of the agreement and submittal of authorization for the transfer from Wells Fargo Bank.

Thanks John. Please let me know if you have any questions.

Sincerely,



Lori Graves
Water Rights Specialist

Cc: Dale and Jackie Van Es
Les and Lavada Loucks
David Jensen with Moffatt Thomas for Wells Fargo Bank

Enclosures

SPF file number: 693.0010

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MAY 14 2010

WATER RESOURCES
WESTERN REGION

CONTRACT OF SALE

CREDIT SALE WITH ESCROW HOLDER

BETWEEN

LOUCKS, SELLER AND VAN ES, BUYER

THE PARTIES To this contract are the following:

LESLIE LOUCKS and LAVADA LOUCKS, husband and wife, (herein called "seller"); and

DALE VAN ES and JACKIE VAN ES, husband and wife, (herein called "buyer").

THE AGREEMENT: The parties hereby enter into this agreement (herein called "this contract" or "this agreement") and hereby mutually agree as follows:

EFFECTIVE DATE: March 13, 2006. The "effective date of this contract" is the date set forth in the introduction to this paragraph and is the date on which this contract shall take effect regardless of whether the parties sign this contract before or after that date.

SALE OF PREMISES: The seller shall sell and the buyer shall buy that real property (herein called "premises" which hereafter place on such real property) situated in Owyhee County, Idaho, and described as follows:

(property description attached hereto as "Exhibit 1")

FIXTURES AND PERSONAL PROPERTY AND VALUATION

(fixtures and personal property and valuation list attached hereto as "Exhibit 2")

PURCHASE PRICE – DOWN PAYMENT. The buyer shall pay to the seller for the premises the purchase price of \$876,000.00. \$40,000.00 was prepaid on option of purchase. \$25,000.00 down payment at closing and \$811,000.00 (herein called "the deferred portion of the purchase price") which shall be paid as monthly payments of \$7518.08 starting April 28th, 2006 until property is paid in full.

PAYMENT SCHEDULE AND TERMS: The deferred portion of the purchase price shall bear interest and shall be paid as follows:

(Interest rate) The deferred portion of the purchase price, or so much thereof as is from time to time unpaid, shall bear interest at the rate of seven and one-half percent (7.5%) per annum from the effective date of this contract until paid.

(Payment of escrow holder) The buyer shall pay all payments due on the deferred portion of the purchase price to the escrow holder.

(Application of payments) All payments (including the payments above scheduled and all part payments on the payments above scheduled and all prepayments) shall be applied first to the interest then accrued and next to the principal then unpaid.

(Acceptance of partial payments doesn't waive default) The acceptance by the seller of any sum paid by the buyer which is less than the full payment or payments then due does not waive the buyer's default as to the portion of any such payment or payments which remains unpaid.

(Default interest rate) The term "default interest rate" when used in this contract means the maximum interest rate per annum permitted by law or the rate of twelve percent (12%) per annum, whichever is less.

(Prepayment – when permitted – payments unchanged) The buyer shall have an absolute prepayment privilege. The portions of prepayments applied to principal shall reduce such principal balance but otherwise shall not change the schedule of payments set forth above.

(Prior Lien on Premises) Prior lien means those liens on the premises described as follows:

- (a) A mortgage to secure an indebtedness in the original amount of \$90,000.00 dated July 28, 1999, wherein Leslie Loucks and Lavada Loucks appear as mortgagor, Venet D. Larsen, appears as mortgagee, recorded July 30, 1999, as Instrument No. 229300, records of Owyhee County, Idaho.

(Irrigation water) Buyer will pay water assessment for 2006 season and every year thereafter.

BUYER ACCEPTS PREMISES – AS IS The buyer has inspected the premises and agrees to accept the premises "AS IS" in their present condition and the buyer hereby waives all implied warranties of every kind including, but not limited to, an implied warranty as to the condition or state of repair or habitability of the premises or the suitability of the premises for any purpose. The buyer agrees that

the seller has made no representation or warranty relating to the premises other than those set forth in this contract.

POSSESSION WITH OCCUPANCY The seller shall deliver and the buyer shall accept possession and occupancy of the premises in as good a condition as it now exists, ordinary wear and tear expected, on the date of march 3, 2006.

ENTRY ON PREMISES BY SELLER The seller shall have the right to enter the premises at all reasonable times to inspect the same.

RISK OF LOSS The seller shall bear the risk of loss or damage to the premises until possession thereof has been delivered to the buyer and the buyer shall bear such risk of loss or damage thereafter.

REPAIR The buyer shall keep the premises in good repair and condition at all times after possession thereof is delivered to the buyer.

WASTE The buyer shall not commit or permit waste of the premises and shall not destroy or remove any portion thereof.

CARE OF PREMISES The buyer shall keep the premises in a clean and healthy condition; shall promptly remove from the premises all accumulations of garbage, rubbish, and debris; and shall use and occupy the premises in a lawful manner.

EASEMENTS CONVEYED Each easement conveyed and appurtenant to the premises is described in the SUBJECT DEED attached hereto as Exhibit A.

EASEMENTS RESERVED Each easement reserved and from the premises is described in the SUBJECT DEED attached hereto as Exhibit A.

RESTRICTIVE COVENANTS The restrictive covenants which apply to the premises and the subject property are set forth in the SUBJECT DEED attached hereto as Exhibit A.

LIENS ON SELLER'S INTEREST BY BUYER PROHIBITED The buyer shall keep the seller's interest in the premises free from liens of every kind except those which occur by the act or default of the seller.

INSURANCE The buyer agrees to keep the house hereafter on the premises insured against loss by fire or other casualty.

ALL TAXES - PRORATED - DATE The term "taxes" when used in this contract means all general and special taxes levied against the premises and the improvements and fixtures thereon by any taxing unit for drainage, bonds and special improvements. All taxes, whether paid or unpaid, shall be prorated

between the seller and the buyer on a time basis as of the date of March 13, 2006. The seller shall pay before delinquency all taxes prorated for the period of time before delinquency all taxes for the period of time of and after such date. Any payments due from one party to the other hereto under this provision shall be paid forthwith.

HAZARDOUS WASTES, ETC. The buyer warrants and represents to the seller that the buyer shall not use or permit the premises to be used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous substances as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC § 9601 et seq. ("CERCLA"), Superfund Amendments and Reauthorization Act ("SARA"), applicable state laws or regulations adopted pursuant to either of the foregoing. The buyer agrees to indemnify and hold harmless the seller against any and all claims and losses resulting from a breach of this provision of this contract. This provision to indemnify shall survive the payment of the purchase price in full.

CONDITION OF TITLE TO PREMISES The seller warrants that the seller is vested with a merchantable, unencumbered, insurable, fee simple title to the premises, subject only to the exceptions set forth in the SUBJECT DEED attached hereto as Exhibit A.

TITLE INSURANCE POLICY The seller shall as hereinafter provided cause a title insurance policy to be issued after the effective date of this contract by a reliable title company insuring the buyer in the sum of the purchase price of the premises against all losses which the buyer might sustain by reason of defects in the seller's title, subject only to those exceptions usually printed in such policies and those exceptions expressly set forth in the provision of this contract entitled "CONDITION OF TITLE TO PREMISES".

(Payment of title insurance premium) The premium on the title insurance policy shall be paid by the seller.

(Issuance and service of preliminary report) The seller shall cause a preliminary report on the title insurance policy to be issued and shall serve the same on the buyer for examination within sixty (60) days after the effective date of this contract.

(Examination of preliminary report) Within thirty (30) days after service of such preliminary report, the buyer shall examine it and notify the seller of each defect in the seller's title to the premises not herein expressly expected. The buyer forever waives each defect not so noticed. The seller shall within a reasonable time correct each defect so noticed and not herein expressly expected.

(Issuance of title policy) When the time has expired within which the buyer may give notice of each such defect without any such notice having been given as herein provided or when the seller has corrected each such defect so noticed as herein provided, the seller shall forthwith cause the title insurance policy to be served upon the buyer as verification that the title insurance policy has been issued in compliance with the provisions of the contract.

QUITCLAIM DEED FROM BUYER DEPOSITED IN ESCROW

The buyer shall immediately sign, have notarized, and deliver to the escrow holder a good and sufficient quitclaim deed releasing and quitclaiming all of the buyer's interest in the premises to the seller.

ESCROW HOLDER DESIGNATED The parties hereby designate as escrow holder Pioneer Title and Escrow Company whose offices are located at 610 S. Kimball Caldwell, ID 83605.

ESCROW FEES – EACH PAY ONE HALF ALL FEES The buyer and the seller shall each pay one half of all initial filing fees and one half of all collection fees charged by the escrow holder.

ESCROW INSTRUCTIONS The parties shall forthwith deposit the original of this contract, the deed to the buyer, the deed from the buyer, and when available, all other instruments called for by this contract in escrow with the escrow holder. The parties shall forthwith sign the usual ESCROW INSTRUCTIONS used by the escrow holder. If a conflict exists between the provisions of this contract and the provisions of such ESCROW INSTRUCTIONS, then the provisions of the ESCROW INSTRUCTIONS shall control as between the parties. The ESCROW INSTRUCTIONS shall provide and the escrow holder is instructed as follows:

- (a) To remit all payments made on the deferred portion of the purchase price as the seller may from time to time direct by notice to the escrow holder but until further notice by remittance made payable to the seller, **Leslie Loucks** or to the seller, **Lavada Loucks**, or to the survivor of them.
- (b) To deliver to the buyer all of the instruments deposited in escrow, if the buyer pays the full amount of the deferred portion of the purchase price.
- (c) To deliver to the seller all of the instruments deposited in escrow, if the contract is terminated for the default of the buyer as herein provided.

FORM OF ESCROW INSTRUCTIONS USED BY ESCROW HOLDER

The escrow instructions used by the escrow holder and provided in this contract to be signed by the parties shall be in the form and have the content of the ESCROW INSTRUCTIONS attached hereto as Exhibit B.

SELLER'S REMEDIES FOR BUYER'S DEFAULT The seller may without prior notice to the buyer pay any sum which the buyer is herein obligated to but fails to pay when due and each sum when so paid by the seller shall be secured by the buyer's interest in this contract and shall be immediately repaid to the seller by the buyer who shall remain in default until each such sum is repaid with interest while not repaid at the default interest rate compounded monthly. The forgoing shall in no way limit the following. If the buyer defaults in performing any of the provisions of this contract to be performed by the buyer, the seller shall notify the buyer thereof specifying each such default. If the buyer fails to correct each such specified default within thirty (30) days after service of such notice, the seller may without further notice immediately:

- (a) Specifically enforce this contract by legal action without waiving the security of this contract and without waiving the right to foreclose this contract in which case the seller may proceed to specifically enforce each default specified in such notice of default and in addition thereto may, but not required to, declare all of the unpaid balance of the deferred portion of the purchase price plus all interest thereon and all other sums due from the buyer to the seller plus interest thereon under this contract as immediately due and specifically enforce payment thereof all in the same legal action.
- (b) Terminate this contract in which case: all of the buyer's rights in the premises, all payments of principal and interest, all other sums paid by the buyer in performance of this contract, and all buildings and performance of this contract, and all buildings and improvement and fixtures placed upon the premises by the buyer or the seller shall be retained by the seller as liquidated damages for the use of and injury to the premises; the seller shall be entitled to immediate possession of the premises and shall be released from all liability to convey the premises to the buyer; and the seller shall record the quitclaim deed from the buyer to the seller which was deposited in escrow with the legal effect being that the buyer forever releases all of the buyer's right, title and interest in and claims to and liens on the premises and the buyer releases all of the buyer's claims of every kind and nature against the seller relating to this contract or the premises or both.
- (c) Foreclose this contract in the same manner as provided by law for the foreclosure of a mortgage in which case: the seller may declare the full amount of the unpaid balance of the deferred portion of the purchase price plus all interest thereon and all other sums due from the buyer to the seller under this contract as immediately due; the premises shall be sold in such foreclosure proceeding as provided by law; and if the sale proceeds on foreclosure do not satisfy all the sums due to the seller under this contract then the buyer agrees to pay the deficiency.

- (d) Pursue any other remedy now or hereafter by law, no remedy above specified being exclusive and with all remedies available to the seller provided in this contract and provided by law being cumulative.

ARBITRATION UNDER THIS CONTRACT The parties agree to arbitration as provided in this provision (herein called "arbitration provision").

(Arbitration) Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association except as provided in this arbitrator may be entered in any court having jurisdiction thereof.

(Jurisdiction and venue) Jurisdiction shall be in the District Court of the State of Idaho and venue shall be in Owyhee County, Idaho.

(Single Arbitrator) The arbitration conducted under this arbitration provision shall be conducted by single arbitrator.

(Place of arbitration) Arbitration shall be held in the city of Murphy, Idaho.

(Applicable law) Any questions of law shall be decided in accordance with the laws of the State of Idaho.

(Discovery) Discovery in such arbitration shall be permitted as provided by the Idaho Rules of Civil Procedure.

(Costs including attorney's fees) Costs including attorney's fees incurred in such arbitration shall be awarded by the arbitrator in conformity with Idaho Code Sections 12-120 and 12-121 and the Idaho Rules of Civil Procedure.

APPOINTMENT OF RECEIVER The agreements of the parties with respect to the appointment of a receiver for the premises are set forth in this provision (herein called "receivership provision").

(Definitions) When used in this receivership provision, the terms following shall have the meanings following:

- "seller" includes the seller and each transferee of all or any part of the seller's interest in this contract or the premises or both and each purchaser at any foreclosure sale of the premises.
- "buyer" includes the buyer and each transferee of all or part of the buyer's interest in this contract or the premises or both.
- "transferee" means each holder or owner of the interest described regardless of whether such interest was transferred to such holder or owner voluntarily or involuntarily or by operation of law.

--- "subject legal action" means any action in any court of competent jurisdiction in which the seller seeks by any pleading to enforce any remedies provided in this contract for the default of the buyer.

(Appointment of receiver) The seller shall have the right to apply for and obtain the appointment of a receiver in any subject legal action without notice and without regard to the adequacy of any security for any obligation and the buyer hereby irrevocably consents to such appointment on the terms and conditions provided in this receiver provision and waives notice of any application therefore.

(Term of receivership) The term of the receivership shall begin on the date of the appointment of the receiver and shall continue until: (1) the date on which judgment in the subject legal action becomes final; or (2) until the date on which redemption is made from the sale of the premises in the subject legal action; or (3) the date of the expiration of any right of redemption from the sale of the premises in the subject legal action, whichever date is later; and then the receiver shall apply to the court for termination of the receivership.

(Powers of receiver) During the term of the receivership, the receiver shall have:

- power to take immediate possession of the premises;
- power to take possession of all crops growing on the premises and to cultivate, harvest, market, and collect the proceeds of the sale of all crops;
- power to collect all income, rents, issues, and profits of the premises.
- power to make necessary repairs to keep the premises in good condition;
- power to pay all taxes and assessments accrued and accruing on the premises;
- power to pay all insurance premiums necessary to protect the premises and the receiver;
- power to pay all expenses of the receivership;
- power to borrow money from any lender including the seller to fund the receivership and to give such security therefore as the court may approve; and
- power to do such other and further acts as the court making such appointment shall confer upon the receiver.

(Termination of receivership) Upon termination of the receivership, the balance of any funds remaining in the hands of the receiver shall be applied to any sums due to the seller from the buyer under this contract and any judgment in the subject legal action.

ALL CONSENTS, AMENDMENTS AND WAIVERS MUST BE IN WRITING, ETC. The parties specifically agree as follows:

1. No consent by a party to anything provided in this contract requiring the prior consent of such party shall be effective for any purpose unless such consent is in writing and signed by the party whose consent is required.

2. No amendment of this contract shall be effective for any purpose unless such amendment is in writing and signed by the parties.
3. No waiver of any provision of this contract or a default in performing any provision of this contract shall be effective for any purpose unless such waiver is in writing and signed by the parties.
4. No delay by a party in enforcing any provision of this contract shall be effective as a waiver of any default in performing such provision or constitute a waiver of that provision itself unless such waiver is in writing and signed by the parties.
5. The requirement that each consent, each amendment and each waiver shall be in writing signed by the parties is an essential provision of this contract designed to maintain clear agreements and to avoid disputes and litigation and no party shall claim for any purpose or in any legal proceedings: (a) that an oral consent or an oral amendment or an oral waiver is effective; (b) that such required writing signed by the parties was waived by word or conduct or by passage of time; or (c) that such required writing signed by the parties is deemed dispensed by any form of estoppels.

SERVICE OF NOTICES – ADDRESSES SET FORTH UNDER

SIGNATURES – ADDRESS CHANGES All notices and other items required or permitted under this contract to be served by one party on another party shall not be effective for any purpose unless such notice or such other item is in writing and is served as provided in this provision (herein called “notice provision”).

(Service of notice of default by escrow holder) Each notice of default shall be prepared by the party electing to serve such notice of default and shall be served by the escrow holder in the manner elected by the escrow holder which shall be either as provided in the ESCROW INSTRUCTIONS or as provided in this contract.

(Service of delivery) Such notice or other item may be served by delivering it personally to the party to be served and shall be complete when such notice is delivered.

(Service by mail) Such notice or other item may be served by mailing it by United States certified or registered mail, return receipt requested, with postage prepaid thereon to the party to be served at the address set forth under the signature of that party and shall be complete the first day which is not a Saturday or a Sunday or a legal holiday after the day such notice or other item is mailed if it is mailed at any United States Post Office located within Canyon or Owyhee Counties, Idaho; provided that if such notice or other item is actually received by the party to be served.

(Change of address) Any party may change the address of such party for service by mail of notices and other items under this notice provision by serving upon each other party and on the escrow holder, in the manner provided in this notice provision, a notice specifying such new address or such new telephone facsimile number.

NOTICE OF DEFAULT COSTS The party in default ("defaulting party" herein) shall pay default to the escrow holder who shall remit them to the party serving a notice of default if such notice of default delivered to the escrow holder and served on the defaulting party contains a demand for payment of default costs and if it specifies one or more defaults of the defaulting party that are then existing. Such default costs shall become delinquent if not paid within the time which the defaulting party is given in this contract to correct each specified default. If such default costs become delinquent, the party serving such notice of default may immediately and without further notice pursue any remedy provided in this contract for the default of the defaulting party even if each specified default has been corrected. The term "default costs" when used in this contract means the expenses incurred for the service thereof by the escrow holder plus the sum of \$175.00.

TITLE TO PREMISES RESERVED Title to the premises is hereby reserved in the seller until the deferred portion of the purchase price is paid in full.

TIME OF ESSENCE Time and prompt performance of each provision of this contract is of the essence.

RECORDING CONTRACT PROHIBITED – RECORDING MEMORANDUM PERMITTED This contract shall not be recorded or filed in any public records by either the seller or the buyer. The parties shall simultaneously with the signing of this contract sign and have notarized two duplicate originals of the MEMORANDUM OF CONTRACT attached hereto as Exhibit C which may be recorded or filed in any public record by either the seller or the buyer.

ENFORCEMENT EXPENSE OF THE PARTIES This enforcement expense provision is independent of all other provisions of this contract. The party who is a losing party in any legal proceedings relating to this contract shall pay to the party who is a prevailing party in such legal proceedings all reasonable attorney's fees incurred in such legal proceedings by such prevailing party in addition to all costs allowed by law.

FINAL AGREEMENT All oral and written representations, warranties, leases, options, agreements, and contracts discussed or entered into by the parties or their representatives before the effective date of this contract relating directly or indirectly to the transactions set forth in this contract are merged into and

superseded by this contract and this contract constitutes the sole and the entire contract between the parties relating to the transactions set forth in this contract.

TRANSFER – RESTRICTIONS – LIABILITY The transfer of an interest in this contract of the premises or both shall only be made as provided in this provision (herein called “transfer provision”).

(Definitions) When used in this transfer provision, the terms following shall have the meanings following:

--- “person” includes a natural person and every legal entity recognized in law or in equity.

--- “interest in this contract” means all or any part of any legal or equitable or security interest in or any lien on this contract or the premises or both or on any benefit provided in or any proceeds of this contract.

--- “transfer” means in the broadest sense every transaction or event whereby an interest in this contract is assigned or granted or inherited or passed from one person to another person and includes, but is not limited to, transactions or events which occur voluntarily or involuntary or by operation of law.

--- “transferor” means the person from whom a transfer is made and includes, but is not limited to, a party.

--- “transferee” means the person to whom a transfer is made and includes, but is not limited to, a party.

(Liability of transferor) A transferor after a transfer continues to have the same liability to perform this contract which such transferor had before such transfer.

(Liability of transferee) A transferee, by virtue of such transfer alone and without further act of or consent by such transferee, assumes the same liability to perform this contract which the transferor had to perform this contract immediately before such transfer which liability is continuing and is not extinguished or diminished or modified by any subsequent transfer or transfers.

(Liability joint and several) The liability of each party and of each transferor and of each transferee of all or any part of the same interest in this contract shall be joint and several.

(Transfer by seller permitted) A transfer by the seller is permitted but only with the legal effect and liability provided in this transfer provision.

(Transfer by the buyer prohibited) The transfer of any interest in this contract by the buyer is prohibited without the prior written consent of the seller. The consent of the seller shall not be unreasonably withheld. A transfer with such consent is permitted but only with the legal effect and liability provided in this transfer provision.

LEGAL SERVICES IN PREPARING THIS CONTRACT, ETC. Legal ethics do not permit an attorney to represent both parties to a transaction for the reason, among others that the parties thereto usually have conflicting interests and each party should have independent legal advice as to the interests of that party. This contract and the related documents in this transaction were prepared by the attorney for the seller and the buyer acknowledges that the buyer has had reasonable opportunity to consult with an attorney selected by the buyer.

BUYER ACKNOWLEDGES RECEIPT OF THE RECORDED DOCUMENT AND THE RECORD OF SURVEY The buyer acknowledges that before signing this contract, the buyer has received and has examined the recorded document and the record of survey-referred to in the recorded document.

INTERPRETATION, ETC. This contract shall be interpreted as provided in this provision.

(Paragraph headings) The paragraph headings used herein are for convenience only, are not a part of this contract, and shall not be used in interpreting it.

(Sale entire – not severable) The sale which is the subject of this contract is entire and in no respects severable.

(No third person benefited) This contract is entered into for the sole protection and benefit of the parties and no third person shall have any right to make any claim under or right of action to enforce any of the provisions of this contract.

(Governing law) This contract shall be interpreted and governed by the laws of the State of Idaho.

(Singular terms) Singular terms used herein shall be read as if written in the plural when the context so requires or permits.

(Plural terms) The plural of a singular term defined herein shall have the same meaning or make the same reference as that singular term but in the plural.

(Duplicate originals) Several duplicate originals of this contract shall be signed and each such signed duplicate original shall be an original for all purposes.

(Definitions) When used in this contract, the terms following shall have the meanings following:

--- “legal entity” means every entity known to or recognized by or created pursuant to any state or federal law now or hereafter in force and includes, but is not limited to, every kind of partnership, corporation, limited liability company, trust, estate and governmental unit but does not mean natural person.

--- “person” refers to a natural person and a legal entity.

--- **"third person"** refers to a person who is not a party to this contract.

--- **"successor"** refers to each personal representative, executor, administrator, heir, devisee, legatee, assignee, transferee, and other successor of a party.

--- **"provision"** refers to and includes all of the terms, conditions and agreements set forth in the paragraphs and subparagraphs below an underline heading in this contract and such provision may be referred to by the phrase in brackets following the underlined heading of such provision.

--- **"legal proceedings" and "legal proceedings relating to this contract"** each mean in the broadest sense every kind of court action, bankruptcy proceeding and appeal in all trial and appellate courts involving any controversy or claim or cause of action in any way connected with this contract on any legal theory including those based on contract or an tort or on statute or on legal precedent. Such legal proceedings include but are not limited to: (i) those brought to interpret or to enforce or to recover damages for the breach of or to rescind or to terminate this contract; (ii) those brought to protect the validity of or enforceability of or the priority of or a party's rights provided in this contract; and (iii) those brought alleging fraud or misrepresentation or breach of an express or implied warranty by a party.

EXHIBITS IDENTIFIED AND REFERENCES DEFINED Each exhibit attached to this contract is identified and is referred to in this contract as follows:

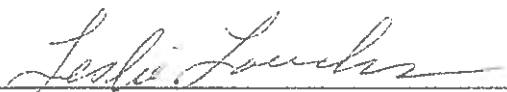
EXHIBIT A **"SUBJECT DEED"** refers to the deed to be delivered by the seller to the buyer.

EXHIBIT B **"ESCROW INSTRUCTIONS"** refers to the escrow instructions to be used to establish the escrow of this contract.

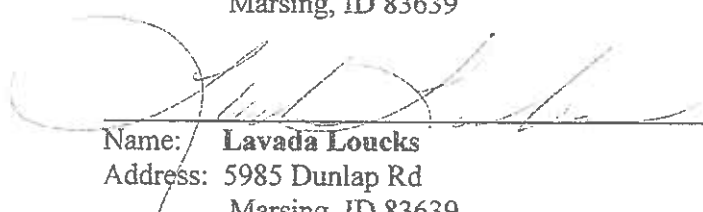
EXHIBIT C **"MEMORANDUM OF CONTRACT"** refers to the memorandum to be signed by the parties which any party may record.

BINDING EFFECT: The agreements herein apply to and bind the successors of each party.

SIGNED BY THE SELLER:


Name: **Leslie Loucks** Date signed **3-13-06**

Address: 5985 Dunlap Rd
Marsing, ID 83639


Name: **Lavada Loucks**
Address: 5985 Dunlap Rd
Marsing, ID 83639

3/13/06
Date signed

BINDING EFFECT: The agreements herein shall apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties.

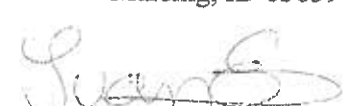
(Interest rate) The deferred portion of the purchase price, or so much thereof as is from time to time unpaid, shall bear interest at the rate of nine percent (9%) per annum from the effective date of this contract until paid.

BINDING EFFECT: The agreements herein shall apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties.

SIGNED BY THE BUYER:


Name: **Dale Van Es**
Address: 8222 Desert Drive
Marsing, ID 83639

3-13-06
Date signed


Name: **Jackie Van Es**
Address: 8222 Desert Drive
Marsing, ID 83639

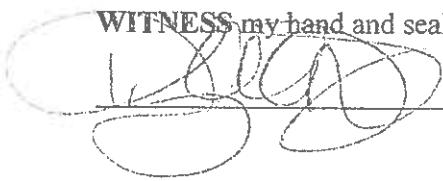
3-13-06
Date signed

STATE OF IDAHO, County of Clayton

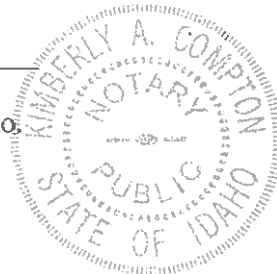
On this date, before me, the undersigned notary public for such state, personally appeared **Leslie Loucks** and **Lavada Loucks**, husband and wife, known to me to be the

persons whose names are subscribed to the within instrument, and acknowledged to me they executed the same.

WITNESS my hand and seal on March 13, 2006



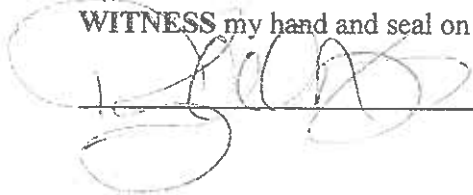
Notary Public for Idaho.



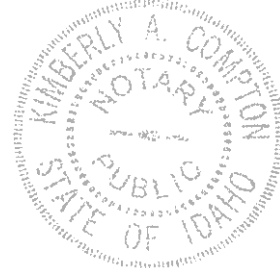
STATE OF IDAHO, County of Canyon

On this date, before me, the undersigned notary public for such state, personally appeared **Dale Van Es** and **Jackie Van Es**, husband and wife, known to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and seal on March 13, 2006



Notary Public for Idaho.



File No : 200602661

EXHIBIT A

TRACT I

A parcel of land being a portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the East $\frac{1}{4}$ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01°09'21" East, 1325.29 feet along the East boundary of the NE $\frac{1}{4}$ of said Section 20 to a found Brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE $\frac{1}{4}$ of Section 20, North 01°01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet, said point also marking the REAL POINT OF BEGINNING;

Thence North 00°36'01" East 819.37 feet along the West boundary of the said W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16 to a set 5/8" iron pin;

Thence South 84°16'16" East 25.36 feet to a set 5/8" iron pin lying on the centerline of an existing County Road, said pin also marking a point of curve to the right;

Thence along the said centerline of said existing County Road the following courses and distances:

Along said curve to the right, a distance of 258.38 feet, said curve having a delta of 08°41'22", a radius of 1703.69 feet, tangents of 129.44 feet, and a long chord of 258.13 feet which bears North 06°40'11" East to a set 5/8" iron pin marking the point of ending of said curve to the right;

Thence North 11°01'39" East 1043.63 feet to a set 5/8" iron pin marking a point of curve to the left;

Thence along said curve to the left, a distance of 157.08 feet, said curve having a delta of 26°47'08", a radius of 335.99 feet, tangents of 80.00 feet, and a long chord of 155.65 feet which bears North 02°21'55" West, to a set 5/8" iron pin marking the point of ending of said curve to the left;

Thence North 15°45'29" West 213.96 feet to a set 5/8" iron pin marking a point of curve to the left;

Thence along said curve to the left, a distance of 161.43 feet, said curve having a delta of 44°20'20", a radius of 208.60 feet, tangents of 85.00 feet, and a long chord of 157.43 feet which bears North 37°55'39" West to a set 5/8" iron pin marking the point of ending of said curve to the left;

Thence North 60°05'49" West 86.07 feet to a set 5/8" iron pin lying on the said West boundary of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16;

Thence leaving the said centerline of said existing County Road, North 00°36'01" East 14.96 feet along the said West boundary of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16 to a set 5/8" iron pin marking the $\frac{1}{4}$ Corner common to said

Continued on next page.

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Sections 16 and 17, said pin also being witnessed by a found 5/8" iron pin which bears South 89°16'38" East 40.00 feet;

Thence South 89°16'38" East 667.21 feet along the North boundary of the said W ½ SW ¼ of Section 16 to a found ½" iron pin;

Thence South 00°29'14" West 661.10 feet (formerly South 00°29'12" West 660.90 feet) to a found ½" iron pin;

Thence South 89°14'33" East (formerly South 89°13'30" East) 186.08 feet to a set 5/8" iron pin marking a point of curve to the right;

Thence along said curve to the right, a distance of 2422.76 feet, said curve having a delta of 118°38'39", a radius of 1170.00 feet, tangents of 1972.24 feet, and a long chord of 2012.52 feet which bears South 10°47'23" West to a set 5/8" iron pin marking the ending of said curve to the right and lying on the South boundary of the said W ½ SW ¼ of Section 16;

Thence North 89°05'45" West (formerly North 89°05'36" West) 498.57 feet along the said South boundary of the W ½ SW ¼ of Section 16 to the point of beginning

ALSO SUBJECT TO AND RESERVING THEREFROM:

An ingress, egress, maintenance, utility and drainage easement lying in a portion of the W ½ SW ¼ of Section 16, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a set 5/8" iron pin marking the ¼ Corner common to Sections 16 and 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said pin also being witnessed by a found 5/8" iron pin which bears South 89°16'38" East 40.00 feet; thence South 89°16'38" East 667.21 feet along the North boundary of the said W ½ SW ¼ of Section 16 to a found ½" iron pin marking the REAL POINT OF BEGINNING;

Thence South 00°29'14" West 661.10 feet (formerly South 00°29'12" West 660.90 feet) to a found ½" iron pin;

Thence South 89°14'33" East (formerly South 89°13'30" East) 186.08 feet to a set 5/8" iron pin marking a point of curve to the right;

Thence along said curve to the right, a distance of 45.00 feet, said curve having a delta of 02°12'14", a radius of 1170.00 feet, tangents of 22.50 feet, and a long chord of 45.00 feet which bears South 47°25'50" East to a point marking the ending of said curve to the right;

Thence North 89°14'33" West, 249.48 feet to a point;

Thence North 00°29'14" East 666.08 feet to a point;

Thence North 89°16'38" West 637.26 feet to a point lying on the West boundary of the said W ½ SW ¼ of Section 16;

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Thence North $00^{\circ}36'01''$ East 25.00 feet along said W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16 to a set $\frac{5}{8}$ " iron pin marking the $\frac{1}{4}$ Corner common to said Sections 16 and 17;

Thence South $89^{\circ}16'38''$ East 667.21 feet along the North boundary of the said W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16 to the point of beginning

TRACT II

A parcel of land lying in the SE $\frac{1}{4}$ of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the E $\frac{1}{4}$ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North $01^{\circ}09'21''$ East 1325.29 feet along the East boundary of the NE $\frac{1}{4}$ of said Section 20 to a found Brass Cap marking the N $\frac{1}{16}$ Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE $\frac{1}{4}$ of Section 20, North $01^{\circ}01'11''$ East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set $\frac{5}{8}$ " iron pin which bears South $01^{\circ}01'11''$ West 50.00 feet, said point also being the REAL POINT OF BEGINNING;

Thence North $89^{\circ}15'17''$ West 1321.67 feet along the South boundary of the said SE $\frac{1}{4}$ of Section 17 to a found Brass Cap marking the E $\frac{1}{16}$ Corner common to said Sections 17 and 20;

Thence continuing along the said South boundary of the SE $\frac{1}{4}$ of Section 17, North $89^{\circ}14'40''$ West 1021.35 feet to a set $\frac{5}{8}$ " iron pin marking a point of curve to the right;

Thence along said curve to the right, a distance of 1803.29 feet, said curve having a delta of $100^{\circ}07'01''$, a radius of 1032.00 feet, tangents of 1232.44 feet, and a long chord of 1582.47 feet which bears North $50^{\circ}11'56''$ East to a set $\frac{5}{8}$ " iron pin marking the ending of said curve to the right and also marking a point of curve to the left;

Thence along said curve to the left, a distance of 223.19 feet, said curve having a delta of $82^{\circ}37'10''$, a radius of 154.78 feet, tangents of 136.02 feet, and a long chord of 204.35 feet which bears South $42^{\circ}28'40''$ East to a set $\frac{5}{8}$ " iron pin marking the ending of said curve to the left

Thence South $83^{\circ}47'16''$ East 510.16 feet to a set $\frac{5}{8}$ " iron pin marking a point of curve to the left;

Thence along said curve to the left, a distance of 137.12 feet, said curve having a delta of $27^{\circ}02'54''$, a radius of 290.45 feet, tangents of 69.86 feet, and a long chord of 135.85 feet which bears North $82^{\circ}41'17''$ East to a set $\frac{5}{8}$ " iron pin marking the ending of said curve to the left;

Thence South $84^{\circ}16'16''$ East 357.52 feet to a set $\frac{5}{8}$ " iron pin lying on the East boundary of the said SE $\frac{1}{4}$ of Section 17;

Thence South $00^{\circ}36'01''$ West 819.37 feet along the said East boundary of the SE $\frac{1}{4}$ of Section 17 to the point of beginning

EXCEPTING THEREFROM:

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A parcel of land lying in a portion of the SE ¼ of Section 17, Township 2 North Range 4 West, Boise Meridian, Owyhee County, Idaho, said parcel being more particularly described as follows:

Commencing at a found Brass Cap marking the E ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01°09'21" East, 1325.29 feet along the East boundary of the NE ¼ of said Section 20 to a found Brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20, North 01°01'11" East, 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet; thence North 00°36'01" East 819.37 feet along the East boundary of the said SE ¼ of Section 17 to a set 5/8" iron pin; thence North 84°16'16" West 245.99 feet to a point; thence South 00°36'01" West 568.91 feet to a set ½" iron pin, said pin marking the REAL POINT OF BEGINNING;

Thence South 89°23'59" East 50.00 feet to a set ½" iron pin;

Thence South 00°36'01" West 50.00 feet to a set ½" iron pin

Thence North 89°23'59" West 50.00 feet to a set ½" iron pin;

Thence North 00°36'01" East 50.00 feet to the point of beginning

SUBJECT TO AND RESERVING THEREFROM:

A 20-foot wide ingress, egress, construction and maintenance easement lying in a portion of the SW ¼ of Section 16 and a portion of the SE ¼ of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho said easement being more particularly described as follows:

Commencing at a found Brass Cap marking the E ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01°09'21" East, 1325.29 feet along the east boundary of the NE ¼ of said Section 20 to a found Brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20, North 01°01'11" East, 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet; thence North 00°36'01" East 819.37 feet along the East boundary of the said SE ¼ of Section 17 to a set 5/8" iron pin; thence South 84°16'16" East 25.36 feet to a set 5/8" iron pin marking a point of curve to the right and lying on the centerline of an existing County Road; thence along said curve to the right and along the said centerline of the existing County Road, a distance of 120.41 feet said curve having a delta of 4°02'58", a radius of 1703.69 feet, tangents of 60.23 feet, and a long chord of 120.38 feet which bears North 04°20'59" East to a point, said point marking the REAL POINT OF BEGINNING;

Thence South 84°08'33" West 177.46 feet to a point of curve to the left;

Thence along said curve to the left, a distance of 85.11 feet, said curve having a delta of 83°32'32", a radius of 58.37 feet, tangents of 52.14 feet, and a long chord of 77.77 feet which bears South 42°22'17" West to the point of ending of said curve;

Thence South 00°36'01" West 586.81 feet to a set ½" iron pin;

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Thence North $89^{\circ} 23' 59''$ West 20.00 feet to a point;

Thence North $00^{\circ} 36' 01''$ East 586.81 feet to a point of curve to the right;

Thence along said curve to the right, a distance of 114.27 feet, said curve having a delta of $83^{\circ} 32' 32''$, a radius of 78.37 feet, tangents of 70.00 feet, and a long chord of 104.41 feet which bears North $42^{\circ} 22' 17''$ East to the point of ending of said curve; thence North $84^{\circ} 08' 33''$ East 181.92 feet to a point lying along said curve and along said centerline of the existing County Road;

Thence along said curve and said centerline, a distance of 20.49 feet, said curve having a delta of $00^{\circ} 41' 21''$, a radius of 1703.69 feet, tangents of 10.25 feet, and a long chord of 20.49 feet which bears South $06^{\circ} 43' 08''$ West to the point of beginning.

Also Subject to and Reserving Therefrom:

A 10 foot wide ingress, egress, construction, maintenance and utility easement lying in a portion of the Southeast Quarter of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being more particularly described as follows:

Commencing at a found Brass Cap marking the East Quarter Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North $01^{\circ} 09' 21''$ East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20, North $01^{\circ} 01' 11''$ East, 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South $01^{\circ} 01' 11''$ West 50.00 feet; thence North $00^{\circ} 36' 01''$ East 258.50 feet along the East boundary of the said Southeast Quarter of Section 17 to a point, said point marking the Real Point of Beginning;

Thence South $89^{\circ} 46' 50''$ West 195.03 feet to a point;

Thence North $00^{\circ} 36' 01''$ East 10.00 feet to a point;

Thence North $89^{\circ} 46' 50''$ East 195.03 feet to a point lying on the said East boundary of the Southeast Quarter of Section 17, said point bears South $00^{\circ} 36' 01''$ West 2372.66 feet from a set 5/8" iron pin marking the East Quarter corner of said Section 17; thence South $00^{\circ} 36' 01''$ West 10.00 feet along the said East boundary of the Southeast Quarter of Section 17 to the point of beginning.

Also subject to and reserving therefrom:

A 10 foot wide ingress, egress, construction, maintenance and utility easement lying in a portion of the Southeast Quarter of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being more particularly described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North $01^{\circ} 09' 21''$ East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the Northeast Quarter of Section 20, North 01°

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01' 11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01° 01' 11" West 50.00 feet, said point being the Real Point of Beginning; thence North 89° 15' 17" West 12.95 feet along the South boundary of the said Southeast Quarter of Section 17 to a point, said point bears South 89° 15' 17" East 1308.72 feet from a found Brass Cap marking the E1/16 Corner common to said Sections 17 and 20;

Thence North 38° 42' 06" West 287.43 feet to a set 1/2 " iron pin;

Thence North 00° 36' 01" East 15.79 feet to a point;

Thence South 38° 42' 06" East 307.87 feet to the point of beginning

TRACT III

A parcel of land lying in the NE1/4 NE1/4 of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the East1/4 Corner of said Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01° 09' 21" East 1325.29 feet along the East boundary of the NE1/4 of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21, said Brass Cap also marking the Real Point of Beginning;

Thence North 89° 09' 03" West 336.22 feet along the South boundary of the said NE1/4 NE1/4 of Section 20 to a set 5/8" iron pin;

Thence North 14° 30' 09" West 473.47 feet to a set 5/8" iron pin;

Thence North 51° 14' 11" West 67.98 feet to a set 5/8" iron pin;

Thence South 85° 12' 14" West 211.30 feet to a set 5/8" iron pin marking a point of curve to the right;

Thence along said curve to the right, a distance of 629.95 feet, said curve having a delta of 34° 58' 28", a radius of 1032.00 feet, tangents of 325.13 feet, and a long chord of 620.22 feet which bears South 74° 01' 39" West, to a set 5/8" iron pin lying on the West boundary of the said NE1/4 NE1/4 of Section 20, said pin also marking the point of ending of said curve;

Thence North 00° 55' 43" East 1020.83 feet along the said West boundary of the NE1/4 NE1/4 of Section 20 to a found Brass Cap marking the E1/16 Corner common to Sections 17 and 20;

Thence South 89° 15' 17" East 1321.67 feet along the North boundary of the said NE1/4 NE1/4 of Section 20 to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01° 01' 11" West 50.00 feet; thence South 01° 01' 11" West 1321.30 feet along the East boundary of the said NE1/4 NE1/4 of Section 20 to the point of beginning.

TRACT IV:

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A parcel of land lying in the SE1/4 of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the E1/4 Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01° 09' 21" East 1325.29 feet along the East boundary of the Northeast Quarter of said Section 20 to a found Brass Cap marking the N1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE1/4 of Section 20, North 01° 01' 11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01° 01' 11" West 50.00 feet; thence North 89° 15' 17" West 1321.67 feet along the South boundary of the said SE1/4 of Section 17 to a found Brass Cap marking the E1/16 Corner common to said Sections 17 and 20; thence continuing along the said South boundary of the SE1/4 of Section 17, North 89° 14' 40" West 1021.35 feet to a set 5/8" iron pin marking the Real Point of Beginning;

Thence continuing North 89° 14' 40" West 302.06 feet along the said South boundary of the SE 1/4 of Section 17 to a found Brass Cap marking the S 1/4 Corner of said Section 17;

Thence North 00° 37' 48" East 675.32 feet along the West boundary of the said SE 1/4 of Section 17 to a point lying on the centerline of the South Canal;

Thence along the said centerline of the South Canal the following courses and distances:

North 33° 30' 10" East 490.30 feet to a point of curve to the right;

Thence along said curve to the right a distance of 196.71 feet, said curve having a delta of 11° 49' 51", a radius of 952.64 feet, tangents of 98.70 feet and a long chord of 196.36 feet which bears North 39° 25' 05" East to the point of ending of said curve;

Thence North 45° 20' 01" East 268.70 feet to a point lying on the centerline of an existing lateral;

Thence leaving the said centerline of the South Canal and along the said centerline of the existing lateral the following courses and distances:

North 44° 08' 59" West 219.97 feet to a point of curve to the right;

Thence along said curve to the right a distance of 146.14 feet, said curve having a delta of 31° 44' 32", a radius of 263.79 feet, tangents of 75.00 feet and a long chord of 144.28 feet which bears North 28° 16' 43" West, to the point of ending of said curve;

Thence North 12° 24' 27" West 378.33 feet to a point of curve to the left;

Thence along said curve to the left a distance of 44.31 feet, said curve having a delta of 64° 56' 35", a radius of 39.09 feet, tangents of 24.88 feet and a long chord of 41.98 feet which bears North 44° 52' 44" West, to the point of ending of said curve;

North 77° 21' 02" West 25.00 feet to a point of curve to the left;

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Thence along said curve to the left a distance of 187.33 feet, said curve having a delta of $75^{\circ}21'23''$, a radius of 142.44 feet, tangents of 110.00 feet and a long chord of 174.12 feet which bears North $64^{\circ}58'17''$ East to the point of ending of said curve;

Thence North $27^{\circ}17'35''$ East, 93.93 feet to a point of curve to the right;

Thence along said curve to the right a distance of 99.20 feet, said curve having a delta of $17^{\circ}45'39''$, a radius of 320.01 feet, tangents of 50.00 feet and a long chord of 98.80 feet which bears North $36^{\circ}10'25''$ East to the point of ending of said curve;

Thence North $45^{\circ}03'14''$ East 399.43 feet to a point lying on the North boundary of the said SE $\frac{1}{4}$ of Section 17 and along the centerline of Pasco Road;

Thence leaving the said centerline of the existing lateral, South $89^{\circ}10'58''$ East 1893.88 feet along the said North boundary of the SE $\frac{1}{4}$ of Section 17 and along the said centerline of Pasco Road to a set $\frac{5}{8}$ " iron pin marking the $\frac{1}{4}$ Corner common to said Sections 16 and 17, said pin also being witnessed by a found $\frac{5}{8}$ " iron pin which bears South $89^{\circ}16'38''$ East 40.00 feet;

Thence South $00^{\circ}36'01''$ West 1821.79 feet along the East boundary of the said SE $\frac{1}{4}$ of Section 17 to a set $\frac{5}{8}$ " iron pin;

Thence North $84^{\circ}16'16''$ West 357.52 feet to a set $\frac{5}{8}$ " iron pin marking a point of curve to the right;

Thence along said curve to the right a distance of 137.12 feet, said curve having a delta of $27^{\circ}02'54''$, a radius of 290.45 feet, tangents of 69.86 feet, and a long chord of 135.85 feet which bears South $82^{\circ}41'17''$ West to a set $\frac{5}{8}$ " iron pin marking the point of ending of said curve;

Thence North $83^{\circ}47'16''$ West 510.16 feet to a set $\frac{5}{8}$ " iron pin marking a point of curve to the right;

Thence along said curve to the right a distance of 223.19 feet, said curve having a delta of $82^{\circ}37'10''$, a radius of 154.78 feet, tangents of 136.02 feet, and a long chord of 204.35 feet which bears North $42^{\circ}28'40''$ West to a set $\frac{5}{8}$ " iron pin marking the point of ending of said curve and also marking a point of curve to the left;

Thence along said curve to the left a distance of 1803.29 feet, said curve having a delta of $100^{\circ}07'01''$, a radius of 1032.00 feet, tangents of 1232.44 feet, and a long chord of 1582.47 feet which bears South $50^{\circ}11'56''$ West to the point of beginning.

SUBJECT TO AND RESERVING THEREFROM:

A 20 foot wide ingress, egress, construction and maintenance easement lying in a portion of the SW $\frac{1}{4}$ of Section 16 and a portion of the SE $\frac{1}{4}$ of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being more particularly described as follows:

Commencing at a found Brass Cap marking the E $\frac{1}{4}$ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, thence North $01^{\circ}09'21''$ East 1325.29 feet along the East boundary of the NE $\frac{1}{4}$ of said Section 20 to a found Brass Cap marking the North $\frac{1}{16}$ Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE $\frac{1}{4}$ of Section 20, North $01^{\circ}01'11''$ East 1321.30 feet to a

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point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet; thence North 00°36'01" East 819.37 feet along the East boundary of the said SE ¼ of Section 17 to a set 5/8" iron pin; thence South 84°16'16" East 25.36 feet to a set 5/8" iron pin marking a point of curve to the right and lying on the centerline of an existing County Road; thence along said curve to the right and along the said centerline of the existing County Road, a distance of 120.41 feet, said curve having a delta of 4°02'58", a radius of 1703.69 feet, tangents of 60.23 feet, and a long chord of 120.38 feet which bears North 04°20'59" East to a point, said point marking the REAL POINT OF BEGINNING

Thence South 84°08'33" West 177.46 feet to a point of curve to the left;

Thence along said curve to the left, a distance of 85.11 feet, said curve having a delta of 83°32'32", a radius of 58.37 feet, tangents of 52.14 feet, and a long chord of 77.77 feet which bears South 42°22'17" West to the point of ending of said curve;

Thence South 00°36'01" West 586.81 feet to a set ½" iron pin;

Thence North 89°23'59" West 20.00 feet to a point;

Thence North 00°36'01" East 586.81 feet to a point of curve to the right

Thence along said curve to the right, a distance of 114.27 feet, said curve having a delta of 83°32'32", a radius of 78.37 feet, tangents of 70.00 feet, and a long chord of 104.41 feet which bears North 42°22'17" East to the point of ending of said curve;

Thence North 84°08'33" East 181.92 feet to a point lying along said curve and along said centerline of the existing County Road;

Thence along said curve and said centerline, a distance of 20.49 feet, said curve having a delta of 00°41'21", a radius of 1703.69 feet, tangents of 10.25 feet, and a long chord of 20.49 feet which bears South 06°43'08" West to the point of beginning.

TRACT V

A parcel of land being a portion of the W ½ SW ¼ of Section 16, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap marking the E ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01°09'21" East 1325.29 feet along the East boundary of the NE ¼ of said Section 20 to a found Brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20, North 01°01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet; thence North 00°36'01" East 819.37 feet along the West boundary of the said W ½ SW ¼ of Section 16 to a set 5/8" iron pin said pin marking the REAL POINT OF BEGINNING;

Thence continuing North 00°36'01" East 1806.83 feet along the said West boundary of the W ½ SW ¼ of Section 16 to a set 5/8" iron pin lying on the centerline of an existing County Road;

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Thence along the said centerline of said existing County Road the following courses and distances:

South 60°05'49" East 86.07 feet to a set 5/8" iron pin marking a point of curve to the right;

Thence along said curve to the right, a distance of 161.43 feet, said curve having a delta of 44°20'20", a radius of 208.60 feet, tangents of 85.00 feet, and a long chord of 157.43 feet which bears South 37°55'39" East to a set 5/8" iron pin marking the point of ending of said curve to the right;

Thence South 15°45'29" East 213.96 feet to a set 5/8" iron pin marking a point of curve to the right;

Thence along said curve to the right, a distance of 157.08 feet, said curve having a delta of 26°47'08", a radius of 335.99 feet, tangents of 80.00 feet, and a long chord of 155.65 feet which bears South 02°21'55" East to a set 5/8" iron pin marking the point of ending of said curve to the right;

Thence South 11°01'39" West 1043.63 feet to a set 5/8" iron pin marking a point of curve to the left;

Thence along said curve to the left, a distance of 258.38 feet, said curve having a delta of 08°41'22", a radius of 1703.69 feet, tangents of 129.44 feet, and a long chord of 258.13 feet which bears South 06°40'11" West to a set 5/8" iron pin marking the point of ending of said curve to the left;

Thence leaving the said centerline of said existing County Road North 84°16'16" West 25.36 feet to the point of beginning,

TOGETHER WITH AND RESERVING THEREFROM:

A 25 foot wide ingress and egress easement lying in a portion of the W ½ SW ¼ of Section 16, Township 2 North Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described under Instrument No 2200231.

ALSO RESERVING THEREFROM:

A 20 foot wide ingress, egress, construction and maintenance easement lying in a portion of the SW ¼ of Section 16 and a portion of the SE ¼ of Section 17, Township 2 North Range 4 West, Boise Meridian, Owyhee County, Idaho, said easement being more particularly described as follows:

Commencing at a found Brass Cap marking the E ¼ Corner of Section 20, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho; thence North 01°09'21" East, 1325.29 feet along the East boundary of the NE ¼ of said Section 20 to a found brass Cap marking the N 1/16 Corner common to said Section 20 and Section 21; thence continuing along the said East boundary of the NE ¼ of Section 20, North 01°01'11" East 1321.30 feet to a point marking the Section Corner common to Sections 16, 17, 20 and 21, said point being witnessed by a set 5/8" iron pin which bears South 01°01'11" West 50.00 feet; thence North 00°36'01" East 819.37 feet along the East boundary of the said SE ¼ of Section 17 to a set 5/8" iron pin; thence South 84°16'16" East 25.36 feet to a set 5/8" iron pin marking a point of curve to the right and lying on the centerline of an existing County Road; thence along said curve to the right and along the said centerline of the existing County Road, a distance of 120.41 feet said curve having a delta of 4°02'58", a radius of 1703.69 feet, tangents of 60.23 feet, and a long chord of 120.38 feet which bears North 04°20'59" East to a point, said point marking the REAL POINT OF BEGINNING;

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THENCE South 84°08'33" West 177.46 feet to a point of curve to the left;

Thence along said curve to the left, a distance of 85.11 feet, said curve having a delta of 83°32'32", a radius of 58.37 feet, tangents of 52.14 feet, and a long chord of 77.77 feet which bears South 42°22'17" West to the point of ending of said curve;

Thence South 00°36'01" West 586.81 feet to a set ½" iron pin;

Thence North 89°23'59" West 20.00 feet to a point;

Thence North 00°36'01" East 586.81 feet to a point of curve to the right;

Thence along said curve to the right, a distance of 114.27 feet, said curve having a delta of 83°32'32", a radius of 78.37 feet, tangents of 70.00 feet and a long chord of 104.41 feet which bears North 42°22'17" East to the point of ending of said curve;

Thence North 84°08'33" East 181.92 feet to a point lying along said curve and along said centerline of the existing County Road;

Thence along said curve and said centerline, a distance of 20.49 feet, said curve having a delta of 00°41'21", a radius of 1703.69 feet, tangents of 10.25 feet, and a long chord of 20.49 feet which bears South 06°43'08" West to the point of beginning.

EXCEPTING FROM TRACTS II, IV AND V ABOVE THE FOLLOWING DESCRIBED PARCEL

A parcel of land lying in a portion of the W ½ SW ¼ of Section 16 and a portion of the E ½ SE ¼ of Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap lying along the centerline of Pasco Road and marking the C ¼ Corner of said Section 17, Township 2 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, said Brass Cap bears North 89°10'58" West 2643.72 feet from a found 5/8" iron pin marking the E ¼ Corner of said Section 17; thence South 89°10'58" East, 2294.51 feet along the said centerline of Pasco Road and the Northerly boundary of the said SE ¼ of Section 17 to a point, said point being witnessed by a set ½" iron pin which bears South 02°55'26" East 25.05 feet, said point also marking the REAL POINT OF BEGINNING;

Thence continuing along the said centerline of Pasco Road and the said Northerly boundary of the SE ¼ of Section 17, South 89°10'58" East 293.68 feet to a point, said point being witnessed by a set ½" iron pin which bears South 33°01'04" West 29.54 feet;

Thence South 33°01'04" West 88.09 feet to a set ½" iron pin, said pin marking a point of curve to the left;

Thence along said curve to the left a distance of 467.64 feet, said curve having a delta of 89°18'43", a radius of 300.00 feet, tangents of 296.42 feet, and a long chord of 421.71 feet which bears South 11°38'17" East to a set ½" iron pin marking the point of ending of said curve;

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Thence South 56°17'39" East 184.66 feet to a set ½" iron pin;

Thence South 11°51'10" West 889.46 feet to a set ½" iron pin;

Thence North 80°59'17" West 116.04 feet to a set ½" iron pin;

Thence North 00°55'15" West 789.94 feet to a set ½" iron pin;

Thence North 14°58'58" West 181.80 feet to a set ½" iron pin;

Thence North 36°12'31" West 163.85 feet to a set ½" iron pin;

Thence North 09°56'03" West 104.45 feet to a set ½" iron pin;

Thence North 02°55'26" West 245.65 feet to the POINT OF BEGINNING