

DEV

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

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

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

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
WR 29-2337 OK					
WR 29-2484 OK					
WR 29-2503 OK					
WR 29-13150 OK					
WR 29-2294 OK					

SUPPORT DATA
IN FILE # 29-2294

RECEIVED

OCT 01 2008

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)

RAY? AWA PHILLIPPS
 4906 KINGS ROW CIRCLE
 SALT LAKE CITY, UT 84117

4. New Owner/Claimant(s)

GY PROPERTY HOLDINGS, LLC
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

299 S. MAIN STREET, SUITE 2490

City, State and ZIP Code

SALT LAKE CITY UT 84111

New Telephone Number

(801) 326-3500 Email: jmyres@veigroup.com

5. Date you acquired the property

February 20, 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)

Manager Representative
(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 DMK
 Received by DMK
 Processed by _____ AJ

 Date 10-1-2008
 Date 10-1-2008
 Date _____

 Receipt Amt. \$125.00
 Receipt No. E034443
 WR _____ Date _____

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of February 20, 2006, by and between RAY PHILLIPS and ALOA R. PHILLIPS ("Seller"), and GY PROPERTY HOLDINGS, LLC, a Nevada limited liability company ("Purchaser").

1. **DESCRIPTION OF THE PROPERTY.** Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to the following:

- 1.1 That certain real property located at 19748 South Degn Road, Downey, Idaho, 83234, APN #'S R4433018700, R4433018800, R4433017901, R4433007203, and R4433005900 more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Land"), together with any improvements located thereon (the "Improvements");
- 1.2 All rights, privileges, easements and appurtenances to the Land and the Improvements, if any, including, without limitation, all of Seller's right, title and interest, if any, in and to all mineral and water rights and all easements, rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the Land and the Improvements (the Land, the Improvements and all such easements and appurtenances (including, without limitation, Seller's interest as lessor under the Leases) are sometimes collectively hereinafter referred to as the "Real Property");
- 1.3 All personal property, equipment and fixtures owned by Seller and located on the Real Property more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Personal Property"). (The Real Property and the Personal Property are sometimes collectively hereinafter referred to as the "Property").

2. **THE PURCHASE PRICE.** The purchase price for the Property is One Thousand Dollars (\$1,000.00) and forgiveness and release by Purchaser of the loan made to Seller in connection with Seller's of the Property. The loan being forgiven and released was made on or about August 12, 2005, and was in the amount of \$1,000.00.

3. **TITLE.**

- 3.1 As soon as practicable after execution of this Agreement, Buyer shall obtain a title commitment on the Real Property (the "Commitment"), together with copies of all documents relating to the title exceptions referred to in such Commitment.

4. **INSPECTION.**

- 4.1 As used in this Agreement, the term "Due Diligence Period" shall mean the period from the date hereof until 5:00 p.m. E.S.T. on February 28, 2006. During the Due Diligence Period, and with reasonable advance notice to Seller, Purchaser, its agents and representatives shall be entitled to enter onto the Real Property during reasonable business hours.

5. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller represents and warrants to Purchaser that the following matters are true and correct as of the execution of this Agreement and will also be true and correct as of the Closing:

- 5.1 This Agreement is, and all the documents executed by Seller which are to be delivered to Purchaser at the Closing will be, duly authorized, executed, and delivered by Seller, and is and will be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms and does not and will not violate any provisions of any agreement to which Seller is a party or to which it is subject.
- 5.2 There are no pending or threatened legal proceedings or administrative actions of any kind or character adversely affecting the Property or Seller's interest therein.
- 5.3 Seller has received no written notice from any city, county, state or other government authority of any violation of any statute, ordinance, regulation, or administrative or judicial order or holding, whether or not appearing in public records, with respect to the Property, which violation has not been corrected to the satisfaction of the applicable governmental authority.
- 5.4 Seller has received no written notice from any city, county, state or other government authority (i) of any order or directive requiring any work of repair, maintenance or improvement be performed on the Property, or (ii) relating to defects in the Improvements or relating to noncompliance with any applicable building code or restriction that has not been corrected to the satisfaction of the applicable governmental authority, or relating to any threat of impending condemnation.
- 5.5 Seller has neither encumbered nor indebted the Property in any way.

6. **INTENTIONALLY DELETED**

7. **INTENTIONALLY DELETED**

8. **INTENTIONALLY DELETED**

9. **SELLER'S CONDITIONS PRECEDENT.** The following shall be conditions precedent to Seller's obligation to consummate the purchase and sale transaction contemplated herein (the "Seller's Conditions Precedent"):

- 9.1 Purchaser shall not have terminated this Agreement prior to Closing.
- 9.2 Purchaser shall have delivered to Escrow Company, prior to the Closing, for disbursement as directed hereunder, all cash or other immediately available funds due from Purchaser in accordance with this Agreement.
- 9.3 There shall be no material breach of any of Purchaser's representations, warranties or covenants as of the Closing.
- 9.4 Purchaser shall have delivered to Escrow Company the items described in Section 12.

10. **COVENANTS OF SELLER.** Seller hereby covenants with Purchaser as follows:

- 10.1 After the date hereof and prior to the Closing, no part of the Property, or any interest therein, will be sold, encumbered or otherwise transferred without Purchaser's consent.
- 10.2 Until the Closing, Seller shall keep the Property insured against fire, vandalism and other loss, liabilities, damage and destruction.

11. **SELLER'S CLOSING DELIVERIES.** At the time of Closing, Seller shall deliver or cause to be delivered to Escrow Company the following:

- 11.1 A Special Warranty Deed executed by Seller conveying the Real Property to Purchaser free and clear of all claims, liens and encumbrances except the Permitted Exceptions and matters arising by or through Purchaser (the "Special Warranty Deed").
- 11.2 Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement, including any transfers of title or leases necessary to transfer the Personal Property to Purchaser.

12. **PURCHASER'S CLOSING DELIVERIES.** At the time of Closing, Purchaser shall deliver to Escrow Company:

- 12.1 The balance of the Purchase Price, together with such other sums as Escrow Company shall require to pay Purchaser's share of the Closing costs, prorations, reimbursements and adjustments as set forth herein.
- 12.2 Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

13. **INTENTIONALLY DELETED**

14. **CLOSING.** The purchase and sale contemplated herein shall close (the "Closing") within fifteen (15) days after the end of the Due Diligence Period or on such specific date and time mutually agreed to by the parties. As used herein, the term "Closing" means the date and time that Seller's Special Warranty Deed is recorded in the Official Records of the County in which the Land is located (the "Official Records").

15. **CLOSING COSTS.** Buyer shall pay all closing costs and there shall be no prorations of any kind.

16. **RISK OF LOSS.** If prior to the Closing, the Improvements, or any part thereof, are materially damaged, Purchaser shall have the right, exercisable by giving notice to Seller within five business (5) days after receiving written notice of such damage or destruction (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder (except as may be expressly provided to the contrary elsewhere in this Agreement), and any money (including, without limitation, the Deposit and all interest accrued thereon) or documents in escrow shall be returned to the party depositing the same and each party shall be responsible for paying one-half of any title or escrow cancellation fee, or (ii) to accept the Property in its then condition and to proceed with the Closing without any abatement or reduction in the Purchase Price and receive (x) an assignment of all of Seller's right to any insurance proceeds payable by reason of such damage or destruction and (y) a credit against the Purchase Price in the amount of Seller's insurance deductible. If Purchaser elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such proceeds without Purchaser's prior written consent.

17. **DEFAULT.** In the event any party defaults in its obligations under this Agreement, the non-defaulting party shall have all remedies at law and in equity.

18. **BROKER'S COMMISSION.** Purchaser and Seller each represent and warrant to the other that no brokerage commission, finder's fee or other compensation is due or payable with respect to the transaction contemplated hereby.

19. **ESCROW.**

19.1 **Instructions.** Within five (5) days after execution of this Agreement, Purchaser and Seller each shall deposit a copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Purchaser and Seller) with Escrow Company. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Company by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Company hereunder are not acceptable to Escrow Company, or if Escrow Company requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as counsel for Purchaser and Seller shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

19.2 **Deposits into Escrow.** Seller shall make its deposits into escrow in accordance with Section 11. Purchaser shall make its deposits into escrow in accordance with Section 12. Escrow Company is hereby authorized to close the escrow only if and when: (i) Escrow Company has received all items to be delivered by Seller and Purchaser pursuant to Sections 11 and 12; and (ii) Title Company can and will issue the Title Policy concurrently with the Closing.

19.3 **Close of Escrow.** Provided that Escrow Company shall not have received written notice in a timely manner from Purchaser or Seller of the failure of any condition to the Closing or of the termination of the escrow, and if and when Purchaser and Seller have deposited into escrow the matters required by this Agreement and Title Company can and will issue the Title Policy concurrently with the Closing, Escrow Company shall:

19.3.1 Deliver to Purchaser: (i) the Special Warranty Deed by causing it to be recorded in the Official Records of the County wherein the Real Property resides in Idaho and immediately upon recording delivering to Purchaser a conformed copy of the Special Warranty Deed.

19.3.2 Deliver to Seller: the Purchase Price.

19.3.3 Deliver to Purchaser: any funds deposited by Purchaser, and any interest earned thereon, in excess of the amount required to be paid by Purchaser hereunder.

19.3.4 Deliver the Title Policy issued by Title Company to Purchaser.

20. **MISCELLANEOUS.**

20.1 Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

20.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

20.3 The parties agree to execute such instructions to Escrow Company and Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

20.4 The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Section headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this

Agreement. References to "Sections" are to Sections of this Agreement, unless otherwise specifically provided.

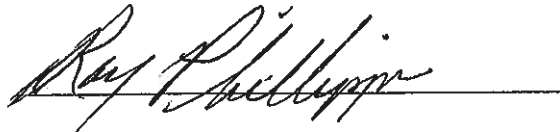
20.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

20.6 In the event that any of the dates specified in this Agreement shall fall on a Saturday, a Sunday, or a holiday, then the date of such action shall be deemed to be extended to the next business day.

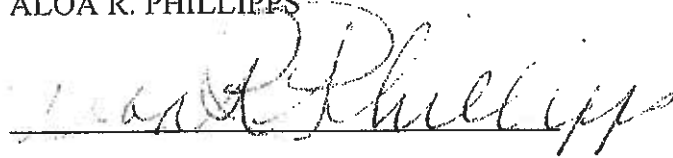
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

SELLER:

RAY PHILLIPS

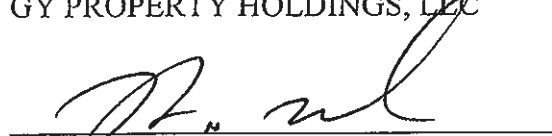
A handwritten signature in cursive script, appearing to read "Ray Phillips", is written over a horizontal line.

ALOA R. PHILLIPS

A handwritten signature in cursive script, appearing to read "Aloa R. Phillips", is written over a horizontal line.

PURCHASER:

GY PROPERTY HOLDINGS, LLC

A handwritten signature in cursive script, appearing to read "Steven H. Nielsen", is written over a horizontal line.

BY: Steven H. Nielsen

ITS: Manager Representative

GY PROPERTY HOLDINGS, LLC

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Bobbi	Jonathan Myres
COMPANY:	DATE:
Idaho Dept. Water	10/7/2008
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
208-525-7177	5
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
208-525-7161	
RE:	YOUR REFERENCE NUMBER:
Special Warranty Deed	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Per our conversation this morning.

Thanks!

When Recorded mail to:

H-1

20621029

20621029

GY Property Holdings, LLC
299 South Main #2290
Salt Lake City UT. 84111

FIRST AMERICAN TITLE

9-18-06 PM 3:00

Office Stamp Book 887

Escrow County Recorder

12 m)

FA-41944
Escrow No. 202470 FC

[PARCEL ID # 4433018700, R4433018800, R4433017901, R4433007203, R4433005900]

Special Warranty Deed**** HUSBAND AND WIFE**

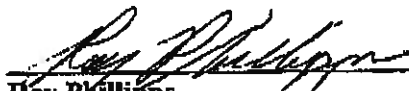
For Value Received, **Ray Phillipps and Aloa R. Phillipps**, hereinafter called the Grantor, hereby, bargains, sells and conveys unto **GY Property Holdings, LLC**, a Nevada Limited Liability Company, hereinafter called the Grantee, whose current address is 299 South Main #2290, Salt Lake City UT. 84111, the following described premises, situated in **Bannock County, Idaho** to wit:

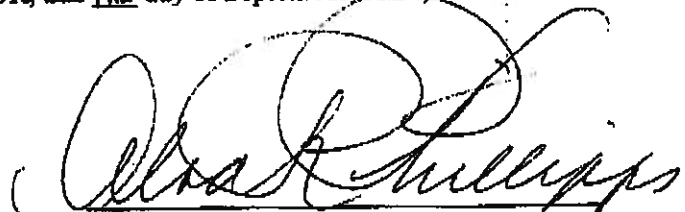
See Exhibit "A" Attached Hereto and By Reference to Made a Part Hereof

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agrees to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantors do hereby covenants to and with said premises, The Grantor warrants that said premises are free and clear of all encumbrances suffered or created to be paid by the Grantor and any lien or encumbrance revived or placed on said premises by, through or under the Grantor, his heirs and assigns.

WITNESS the hand of said GRANTOR, this 18 day of September, A.D., 2006


Ray Phillipps


Aloa R. Phillipps

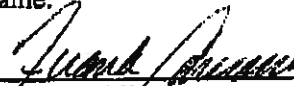
4-2

20621029

Utah
State of ~~Idaho~~

County of SALT LAKE

On the 17th day of September 2006, personally appeared before me Ray Phillipps, the signer of the foregoing instrument who being by me duly sworn did acknowledge that they executed the same.



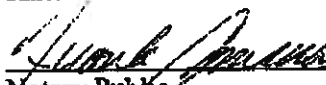
Notary Public



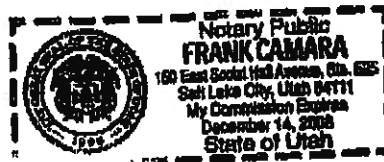
State of Utah

County of Salt Lake

On the 17th day of September 2006, personally appeared before me Aloa R. Phillipps, the signer of the foregoing instrument who being by me duly sworn did acknowledge that they executed the same.



Notary Public



4-3

20621029

EXHIBIT A**PARCEL 1:****TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.****SECTION 7: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$** **EXCEPTING THEREFROM A TRACT OF LAND IN THE NW $\frac{1}{4}$ SE $\frac{1}{4}$; SECTION 7, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:****BEGINNING AT THE SOUTHWEST CORNER OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE NORTH ALONG THE WEST LINE OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$ 109 FEET; THENCE EAST 400 FEET; THENCE SOUTH 109 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE WEST ALONG SAID SOUTH LINE 400 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.****ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED PARCEL DEEDED TO THE STATE OF IDAHO, BY AND THROUGH THE IDAHO BOARD OF HIGHWAY DIRECTORS BY WARRANTY DEED RECORDED OCTOBER 27, 1969 AS INSTRUMENT NO. 464845 FOR HIGHWAY PURPOSES.****PARCEL 2:****TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.****SECTION 8: SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$** **EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED PARCEL DEEDED TO THE STATE OF IDAHO, BY AND THROUGH THE IDAHO BOARD OF HIGHWAY DIRECTORS BY WARRANTY DEED RECORDED OCTOBER 27, 1969 AS INSTRUMENT NO. 464845 FOR HIGHWAY PURPOSES.****ALSO EXCEPTING THEREFROM TOWNSHIP 11 SOUTH, RANGE 37 EAST, OF THE BOISE MERIDIAN COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 8, AND RUNNING THENCE NORTH 368 FEET, THENCE WEST 355 FEET, THENCE SOUTH 368 FEET, THENCE EAST 355 FEET TO THE PLACE OF BEGINNING.****ALSO EXCEPTING THEREFROM A PARCEL OF LAND LOCATED IN SECTION 8, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY AND FURTHER DESCRIBED AS FOLLOWS:**

4-4
20621029

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE NORTH 00°12'42" WEST 368.00 FEET (NORTH 368 FEET BY RECORD) ALONG THE NORTH-SOUTH CENTER SECTION LINE TO THE TRUE POINT OF BEGINNING WHICH IS A 5/8" REBAR WITH CAP LABELED HUDSON PLS 4735 SET AT THE NORTHEAST CORNER OF THAT TRACT RECORDED IN THE RECORDS OF BANNOCK COUNTY UNDER INSTRUMENT NO. 696472; THENCE SOUTH 89°47'18" WEST 355.00 FEET (WEST 355.00 FEET BY RECORD); THENCE SOUTH 00°12'42" EAST 348.22 FEET (SOUTH 368.00 FEET BY RECORD) TO A 5/8" REBAR WITH CAP SET ON THE NORTH RIGHT OF WAY LINE OF BOWMAN ROAD; THENCE SOUTH 89°25'50" WEST 81.48 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP; THENCE NORTH 00°12'42" WEST 1297.33 FEET TO A 5/8" REBAR WITH A CAP SET ON A FENCE LINE; THENCE NORTH 89°25'01" EAST 436.49 FEET ALONG SAID FENCE TO A 5/8" REBAR WITH CAP SET ON THE NORTH-SOUTH CENTER SECTION LINE; THENCE SOUTH 00°12'42" EAST 954.43 FEET ALONG SAID CENTER SECTION LINE TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

✓ TOWNSHIP 11 SOUTH, RANGE 37 E.B.M., BANNOCK COUNTY, IDAHO

✓ SECTION 18: SW $\frac{1}{4}$ NE $\frac{1}{4}$ AND N $\frac{1}{4}$ SE $\frac{1}{4}$

EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED PARCEL DEEDED TO THE STATE OF IDAHO, BY AND THROUGH THE IDAHO BOARD OF HIGHWAY DIRECTORS BY WARRANTY DEED RECORDED OCTOBER 14, 1969 AS INSTRUMENT NO. 454529 FOR HIGHWAY PURPOSES.

PARCEL 4:

TOWNSHIP 11 SOUTH, RANGE 37 E.B.M., BANNOCK COUNTY, IDAHO

SECTION 18: LOTS 1 AND 2

EXCEPTING THEREFROM: COMMENCING AT A POINT 1310 FEET WEST OF THE SOUTHEAST CORNER OF LOT 2; AND RUNNING THENCE WEST 425 FEET TO THE CENTER LINE OF THE COUNTY ROAD; THENCE NORTH 341 FEET ALONG SAID COUNTY ROAD, THENCE EAST 425 FEET; THENCE SOUTH 341 FEET TO THE POINT OF BEGINNING.

Exhibit "A"

Real property in the County of Bannock, State of Idaho, described as follows:

PARCEL 1:
TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

SECTION 7: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

EXCEPTING THEREFROM A TRACT OF LAND IN THE NW $\frac{1}{4}$ SE $\frac{1}{4}$; SECTION 7, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE NORTH ALONG THE WEST LINE OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$ 109 FEET; THENCE EAST 400 FEET; THENCE SOUTH 109 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE WEST ALONG SAID SOUTH LINE 400 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED PARCEL DEEDED TO THE STATE OF IDAHO, BY AND THROUGH THE IDAHO BOARD OF HIGHWAY DIRECTORS BY WARRANTY DEED RECORDED OCTOBER 27, 1969 AS INSTRUMENT NO. 464845 FOR HIGHWAY PURPOSES.

PARCEL 2:

TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

SECTION 8: SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$

EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED PARCEL DEEDED TO THE STATE OF IDAHO, BY AND THROUGH THE IDAHO BOARD OF HIGHWAY DIRECTORS BY WARRANTY DEED RECORDED OCTOBER 27, 1969 AS INSTRUMENT NO. 464845 FOR HIGHWAY PURPOSES.

ALSO EXCEPTING THEREFROM TOWNSHIP 11 SOUTH, RANGE 37 EAST, OF THE BOISE MERIDIAN COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 8, AND RUNNING THENCE NORTH 368 FEET, THENCE WEST 355 FEET, THENCE SOUTH 368 FEET, THENCE EAST 355 FEET TO THE PLACE OF BEGINNING.

ALSO EXCEPTING THEREFROM A PARCEL OF LAND LOCATED IN SECTION 8, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE NORTH 00°12'42" WEST 368.00 FEET (NORTH 368 FEET BY RECORD) ALONG THE NORTH-SOUTH CENTER SECTION LINE TO THE TRUE POINT OF BEGINNING WHICH IS A 5/8" REBAR WITH CAP LABELED HUDSON PLS 4735 SET AT THE NORTHEAST CORNER OF THAT TRACT RECORDED IN THE RECORDS OF BANNOCK COUNTY UNDER INSTRUMENT NO. 696472; THENCE SOUTH 89°47'18" WEST 355.00 FEET (WEST 355.00 FEET BY RECORD); THENCE SOUTH 00°12'42" EAST 345.22 FEET (SOUTH 368.00 FEET BY RECORD) TO A 5/8" REBAR WITH CAP SET ON THE NORTH RIGHT OF WAY LINE OF BOWMAN ROAD; THENCE SOUTH 89°25'50" WEST 81.48 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP; THENCE NORTH 00°12'42" WEST 1297.33 FEET TO A 5/8" REBAR WITH A CAP SET ON A FENCE LINE; THENCE NORTH 89°25'01" EAST 436.49 FEET ALONG SAID FENCE TO A 5/8" REBAR WITH CAP SET ON THE NORTH-SOUTH CENTER SECTION LINE; THENCE SOUTH 00°12'42" EAST 954.43 FEET ALONG SAID CENTER SECTION LINE TO THE TRUE POINT OF BEGINNING

PARCEL 3:

TOWNSHIP 11 SOUTH, RANGE 37 E.B.M., BANNOCK COUNTY, IDAHO

SECTION 18: S $\frac{1}{2}$ NE $\frac{1}{4}$ AND N $\frac{1}{2}$ SE $\frac{1}{4}$

EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED PARCEL DEEDED TO THE STATE OF IDAHO, BY AND THROUGH THE IDAHO BOARD OF HIGHWAY DIRECTORS BY WARRANTY DEED RECORDED OCTOBER 14, 1969 AS INSTRUMENT NO. 464529 FOR HIGHWAY PURPOSES.

PARCEL 4:

TOWNSHIP 11 SOUTH, RANGE 37 E.B.M., BANNOCK COUNTY, IDAHO

SECTION 18: LOTS 1 AND 2

EXCEPTING THEREFROM: COMMENCING AT A POINT 1310 FEET WEST OF THE SOUTHEAST CORNER OF LOT 2; AND RUNNING THENCE WEST 425 FEET TO THE CENTER LINE OF THE COUNTY ROAD; THENCE NORTH 341 FEET ALONG SAID COUNTY ROAD, THENCE EAST 425 FEET; THENCE SOUTH 341 FEET TO THE POINT OF BEGINNING.

L19

Parcel 1

Delmar H. Bartuss

GP
Of Idaho

1/11-14

3/11-52

1/11-1-1

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GP

Of Idaho

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