

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.

RECEIVED
APR 19 2007
 DEPT. OF WATER RESOURCES
 SOUTHERN REGION

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
<u>02-00085</u>	_____	_____	_____	_____	_____
<u>02-00086</u>	_____	_____	_____	_____	_____
<u>47-14725</u>	_____	_____	_____	_____	_____
<u>47-14726</u>	_____	_____	_____	_____	_____
<u>47-04072</u>	_____	<u>XX</u>	_____	_____	_____

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 usually attached to your deed or on file with the county).

OR

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 **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) JEANNIE SLIGAR, WILLIAM SLIGAR, MARGARET SLIGAR
4. New Owner/Claimant(s) SALMON LAND & LIVESTOCK
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 123 BELL RAPIDS ROAD
- City, State and ZIP Code HAGERMAN, ID 83332
- New Telephone Number (208) 8376053
5. Date you acquired the property April 16, 2007

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1. THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

James C. Henselge
Katherine H. Henselge

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.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

Order No. T070138

WARRANTY DEED

For Value Received

JEANNIE SLIGAR, a widow, WILLIAM J. SLIGAR AND MARGARET SLIGAR, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell, and convey unto

SALMON FALLS LAND & LIVESTOCK INC., an Idaho Corporation

the grantee(s), whose current address is

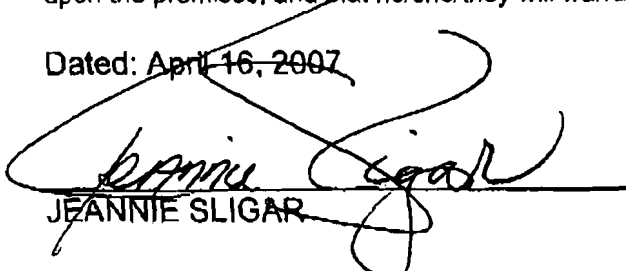
123 BELL RAPIDS ROAD , HAGERMAN, ID 83332

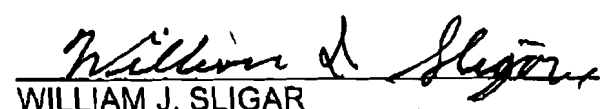
the following described premises, to-wit:

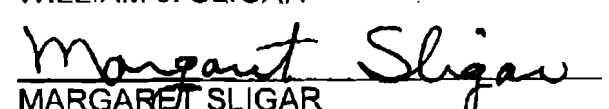
See Attached Exhibit "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all claims whatsoever.

Dated: April 16, 2007


JEANNIE SLIGAR

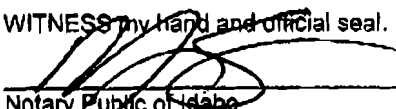

WILLIAM J. SLIGAR

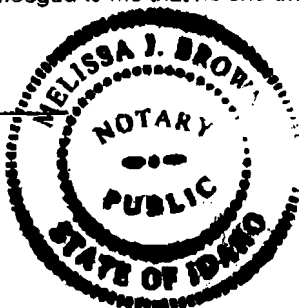

MARGARET SLIGAR

STATE OF IDAHO
: ss
COUNTY OF GOODING

On This 16 day of April, in the year 2007, before me, a Notary Public in and for said State, personally appeared JEANNIE SLIGAR and WILLIAM J. SLIGAR and MARGARET SLIGAR, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.


Notary Public of Idaho
Residing at Gooding, Idaho
Commission Expires: February 17, 2010



**EXHIBIT A
T070138**

Township 8 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho

Section 8: Lot 5

EXCEPT

Township 8 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho

Section 8: A parcel of land located in said Lot 5, more particularly described as follows:

BEGINNING at the Southwest corner of said Section 8;
THENCE North 1°42'42" West 2,280.08 feet to the REAL POINT OF BEGINNING, said point also lies South 23°39'00" East 469.20 feet from the Southwest corner of Lot 32 of Burden's Lodge Subdivision;
THENCE North 71°57'00" East 100.00 feet;
THENCE South 18°03'00" East 100.00 feet;
THENCE South 71°57'00" West 100.00 feet;
THENCE North 18°03'00" West 100.00 feet to the REAL POINT OF BEGINNING.

TOGETHER WITH

A 20-foot-wide road easement centered on the following line:

BEGINNING at a point on the South property line North 71°57'00" East 10.00 feet from the Southwest property corner;
THENCE along a curve:
Delta - 23°45'17" Rt
R - 10.00 feet
A - 4.15 feet
C - 4.12 feet
T - 2.10 feet
THENCE South 05°42'17" West 71.48 feet;
THENCE along a curve:
Delta - 58°14'59" Rt
R - 10.00 feet
A - 10.17 feet
C - 9.73 feet
T - 5.57 feet
Ending at the State Highway right-of-way line.

AND EXCEPT

Township 8 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho

Section 8: A part of Lot 5; and

Section 7: A part of Lot 6, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 8;
THENCE North 01°56'21" West 2173.16 feet to the REAL POINT OF BEGINNING. Said point of beginning lies South 18°44'31" East 567.00 feet from the Southwest corner of Lot 32, "Burden's Lodge Subdivision";
THENCE North 71°57'00" East 155.52 feet to the mean high water line of the Snake River;
THENCE South 22°16'55" East 153.56 feet along said water line;
THENCE South 10°10'16" East 68.50 feet along said water line;
THENCE South 00°35'10" East 65.24 feet along said water line;
THENCE South 24°17'19" East 48.45 feet along said water line;
THENCE South 81°20'16" West 110.09 feet to a point on the East right of way line of U.S. Highway 30 project F-2361(12);
THENCE along a curve on said right of way:
Delta - 06°12'06"
R - 2914.79 feet
A - 315.49 feet
C - 315.34 feet
T - 157.90 feet
LCB - North 24°20'12" West to the REAL POINT OF BEGINNING.

SUBJECT TO:

A 20.00-foot-wide road easement with centerline described as follows:

COMMENCING at the Southwest corner of said Section 8;
THENCE North 01°56'21" West 2173.16 feet to a point, said point lies South 18°44'31" East 567.00 feet from the Southwest corner of Lot 32, "Burden's Lodge Subdivision";
THENCE North 71°57'00" East 48.94 feet to the REAL POINT OF BEGINNING of the centerline of said 20.00-foot-wide easement;
THENCE along a curve:

Delta - 24°30'24"

R - 10.00 feet

A - 4.28 feet

C - 4.24 feet

T - 2.17 feet

LCB - South 05°47'14" East

THENCE South 05°42'13" West 71.52 feet;

THENCE along a curve:

Delta - 58°15'38"

R - 10.00 feet

A - 10.17 feet

C - 9.74 feet

T - 5.57 feet

LCB - South 34°50'06" West to a point on the East right-of-way line of U.S. Highway 30 Project F-2361(12) which is the REAL ENDING POINT of the centerline of said 20.00-foot-wide easement.

SUBJECT TO:

A 50.00-foot-wide roadway easement being described as follows:

COMMENCING at the Southwest corner of said Section 8;

THENCE North 01°56'21" West 2173.16 feet to a point, said point lies South 18°44'31" East 567.00 feet from the Southwest corner of Lot 32, "Burden's Lodge Subdivision";

THENCE along a curve on the East right of way line of U.S. Highway 30, Project F-2361(12):

Delta - 02°36'07"

R - 2914.79 feet

A - 132.37 feet

C - 132.36 feet

T - 66.20 feet

LCB - South 26°08'11" East to the REAL POINT OF BEGINNING of said 50.00-foot-wide easement;

THENCE along a curve of said right of way:

Delta - 03°35'58"

R - 2914.79 feet

A - 183.12 feet

C - 183.09 feet

T - 91.59 feet

LCB - South 23°02'08" East

THENCE North 81°20'16" East 51.93 feet;

THENCE along a curve:

Delta - 01°48'58"

R - 2965.50 feet

A - 94.00 feet

C - 94.00 feet

T - 47.00 feet

LCB - North 21°55'32" West

THENCE along a curve:

Delta - 54°32'30"

R - 125.00 feet

A - 118.99 feet

C - 114.55 feet

T - 64.44 feet

LCB - North 50°06'16" West to the REAL POINT OF BEGINNING.

T070138

QUIT CLAIM DEED

TWIN FALLS COUNTY
 RECORDED FOR:
TWIN FALLS TITLE
4:14:43 pm 04-16-2007
2007-008784
 NO. PAGES: 3 FEE: \$9.00
 KRISTINA GLASCOCK
 COUNTY CLERK
 DEPUTY: CHICE

FOR VALUE RECEIVED

JEANNIE SLIGAR, a widow and WILLIAM J. SLIGAR AND MARGARET SLIGAR, husband and wife

GRANTOR

Hereby Convey, Release, Remise and Forever Quitclaim Unto

SALMON FALLS LAND & LIVESTOCK, an Idaho Corporation

GRANTEE

Whose address is: **123 BELL RAPIDS ROAD, HAGERMAN, ID 83332**

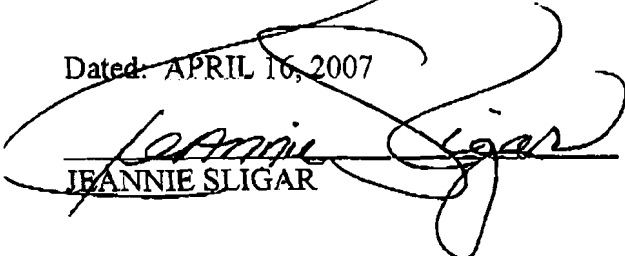
The following described premises, to-wit:

See Attached Exhibit "A"

TOGETHER WITH WATER RIGHT #02-00085, #02-0086, #47-14725, #47-14726 AND 3.00 CUBIC FEET PER SECOND OF THE HOT WATER WELL #47-04072

Together with their appurtenances.

Dated: APRIL 16, 2007


 JEANNIE SLIGAR


 WILLIAM J. SLIGAR


 MARGARET SLIGAR

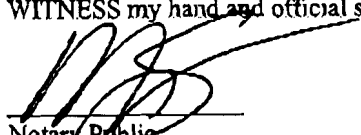
State of IDAHO

 }
 } ss.
 }

County of GOODING

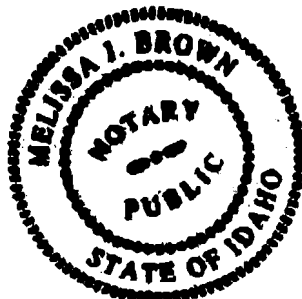
On this 16 day of APRIL, 2007, before me, the undersigned, a notary public in and for said state, personally appeared JEANNIE SLIGAR, WILLIAM J. SLIGAR AND MARGARET SLIGAR, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.


 Notary Public

Residing At: Gooding, ID

Commission Expires: February 17, 2010



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T070138**

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A - 10.17 feet
C - 9.73 feet
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Ending at the State Highway right-of-way line.

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THENCE South 00°35'10" East 65.24 feet along said water line;
THENCE South 24°17'19" East 48.45 feet along said water line;
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A - 315.49 feet
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LCB - North 24°20'12" West to the REAL POINT OF BEGINNING.

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LCB - South 34°50'06" West to a point on the East right-of-way line of U.S. Highway 30 Project F-2361(12) which is the REAL ENDING POINT of the centerline of said 20.00-foot-wide easement.

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A 50.00-foot-wide roadway easement being described as follows:

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THENCE along a curve of said right of way:

Delta - 03°35'58"

R - 2914.79 feet

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C - 183.09 feet

T - 91.59 feet

LCB - South 23°02'08" East

THENCE North 81°20'16" East 51.93 feet;

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A - 94.00 feet

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LCB - North 21°55'32" West

THENCE along a curve:

Delta - 54°32'30"

R - 125.00 feet

A - 118.99 feet

C - 114.55 feet

T - 64.44 feet

LCB - North 50°06'16" West to the REAL POINT OF BEGINNING.

TWIN FALLS COUNTY

RECORDED FOR:

TWIN FALLS TITLE

4:14:44 pm 04-16-2007

2007-008785

NO. PAGES: 1 FEE: \$18.00

KRISTINA GLASCOCK
COUNTY CLERK

DEPUTY: CHICE

DOCUMENT BEING RE-RECORDED TO ATTACH LEGALS

WELL SHARE AND EASEMENT AGREEMENT

TWIN FALLS COUNTY

RECORDED FOR:

TWIN FALLS TITLE

4:29:19 pm 04-19-2007

2007-009132

NO. PAGES: 13 FEE: \$39.00

KRISTINA GLASCOCK
COUNTY CLERK

DEPUTY: CHICE

THIS WELL SHARE AND EASEMENT AGREEMENT is made and entered into this 16th day of April, 2007, by and between SALMON FALLS LAND & LIVESTOCK COMPANY, an Idaho corporation, (hereinafter "SFL"), and JEANNIE SLIGAR, individually, and WILLIAM J. SLIGAR and MARGARET SLIGAR, husband and wife, as to an undivided one-half interest each, (hereinafter collectively "Sligar").

WITNESSETH:

WHEREAS, Sligar is the owner of real property situated in Twin Falls County, Idaho, more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Sligar Property"); and

WHEREAS, SFL is the owner of real property situated in Twin Falls County, Idaho, more particularly described in Exhibit B attached hereto and incorporated herein by this reference ("SFL Property"); and

WHEREAS, appurtenant to the Sligar Property is one-third (1/3) of Idaho Department of Water Resources Water Right No. 47-04072 ("Water Right") more particularly described in Exhibit C attached hereto and incorporated herein by this reference ("Sligar Water"); and

WHEREAS, appurtenant to the SFL Property is two-thirds (2/3) Idaho Department of Water Resources Water Right No. 47-04072 ("SFL Water")

WHEREAS, located on the Sligar Property are three (3) free flowing artesian wells, along with pipes and valves ("Well Facilities") which are used to divert the Water Right for purposes of providing the Sligar Water to the Sligar Property and the SFL Water to the SFL Property; and

WHEREAS, the parties are desirous of providing a fair and equitable method for both Sligar and SFL's use the Well Facilities and Sligar Property for the diversion of their respective shares of the Water Right, as well as to provide a fair and equitable method of sharing in the maintenance, upkeep, repair and/or replacement of the Well Facilities, including the cost and expenses of the same;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties herein agree as follows:

1. Well Facilities. The parties hereby agree that Sligar may use the Well Facilities and the Sligar Property for the diversion of the Sligar Water and SFL may use the Well Facilities and Sligar Property for purposes of diverting the SFL Water.

2. Easement. Sligar hereby grants and conveys to SFL and its successors assigns and invitees a perpetual non-exclusive easement on over and across the entirety of the Sligar Property ("Easement"). The Easement shall include the right of pedestrians, vehicles,

machinery and equipment to use the Sligar Property, for purposes of ingress, egress or any other activity necessary for SFLl's diversion of the SFLl Water, or the maintenance, upkeep, repair or replacement of the Well Facilities.

3. Maintenance/Improvements to Easement. The parties hereby agree to cooperate and work together in the maintenance, upkeep, repair and/or replacement of the Well Facilities. Further, the parties shall at all times cooperate and work together in keeping the Well Facilities in a good and operable working condition, without interruption, and do everything in their power necessary to make repairs or replacements of the Well Facilities or any of its appurtenant attachments or connections in a timely manner

4. Maintenance Costs. The parties understand and agree that as their respective interests in the Water Right are one-third (1/3) interest for Sligar and a two-thirds (2/3) interest for SFLl, that they shall share in the maintenance, upkeep, repair and/or replacement of the Well Facilities, including the cost and expenses of the same, in the same proportions.

5. Mainline Maintenance. The parties shall be responsible for their own maintenance, upkeep, repair and/or replacement of any mainline pipes or other conveyance system used to convey their respective shares in the Water Right, including the cost and expenses of the same.

6. Compliance With IDWR. As a result of the parties shared ownership in the Water Right as described herein, the parties agree to proceed to file the appropriate Change of Ownership and/or any other documents required by the Idaho Department of Water Resources in order to effectively transfer ownership of the Water Right to the parties pursuant to their respective interests. The parties also agree to execute all documents necessary to complete said transfer and split said Water Right. As a result of said Change of Ownership it is anticipated that the Idaho Department of Water Resources will assign two (2) new water right identification numbers, one for the Sligar Water and one for the SFLl Water. The parties therefore agree that the terms of this Agreement shall extend to such new water rights.

MISCELLANEOUS PROVISIONS

1. Both parties and their respective successors shall indemnify, defend, protect and hold harmless, each other, from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings, costs and expenses (including reasonable attorney's fees) which relate to, and are connected with or arise out of their exercise of any of these easements and rights herein granted.

2. The parties agree that this Agreement may be duly recorded, and the parties shall share equally the cost of recording.

3. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

4. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

5. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

6. Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorney's fees as may be determined by any court of competent jurisdiction wherein such action is brought.

7. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, and the covenants herein contained shall run with the lands herein described.

8. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matter.

9. No waiver or modification of this Agreement shall be valid unless it is in writing and signed by the each of the parties hereto.

10. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other Agreements, whether or not in writing, between the parties with respect to the subject matter hereof.

11. Any notice required hereunder shall be in writing and shall be deemed to have been duly given (i) the same day if personally delivered, (ii) the next day if sent by an overnight courier service, or (iii) after three (3) business days if sent by certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses identified below. Either party may change the person and address to which written notices shall be given at anytime upon prior written notice to the other party.

SFLL: Salmon Falls Land & Livestock
Company
123 Bell Rapids Rd.
Hagerman, ID 83332

Sligar: c/o Jeannie Sligar
3550 East 4000 North
Kimberly, ID 83341

12. This Agreement shall be construed in accordance with the laws of the State of Idaho.

13. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.

15. Time and timely performance is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Well Agreement on the day and year first written above.

"SFLL"
SALMON FALLS LAND & LIVESTOCK
COMPANY

By: James C. Henslee
Katherine H. Henslee
Its: PRESIDENT & Sec.

"SLIGARS"

Jeannie Sligar
JEANNIE SLIGAR

William J. Sligar
WILLIAM J. SLIGAR

Margaret Sligar
MARGARET SLIGAR

STATE OF IDAHO)
County of Gooding) ss.

On this 16 day of April, 2007, before me, a Notary Public for the State of Idaho, personally appeared James C. Henslee and Katherine H. Henslee, known or identified to me, to be the President and Secretary, of SALMON FALLS LAND & LIVESTOCK COMPANY, and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



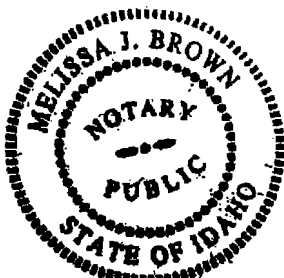
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


NOTARY PUBLIC FOR IDAHO
Residing at Gooding, ID
My commission expires 2-17-2010

STATE OF IDAHO)
ss.
County of Twin Falls)

On this 16 day of April, 2007, before me, a Notary Public for said County and State, personally appeared JEANNIE SLIGAR, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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




NOTARY PUBLIC FOR IDAHO
Residing at Gooding, ID
My commission expires 2-17-2010

STATE OF IDAHO)
ss.
County of Twin Falls)

On this 16 day of April, 2007, before me, a Notary Public for said County and State, personally appeared WILLIAM J. SLIGAR, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

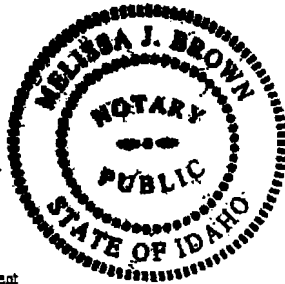



NOTARY PUBLIC FOR IDAHO
Residing at Gooding, ID
My commission expires 2-17-2010

STATE OF IDAHO)
 ss.
County of Twin Falls)

On this 16 day of April, 2007, before me, a Notary Public for said County and State, personally appeared MARGARET SLIGAR, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



\\j\js\real\est\SFLL - well agreement


NOTARY PUBLIC FOR IDAHO
Residing at Gooding, ID
My commission expires 2-17-2010

Exhibit A

Lot 5, Salmon River Ranches, Twin Falls County, Idaho, according to the map of survey recorded in Book 28 of Miscellaneous, page 1702, as Instrument No. 719819, records of Twin Falls County, Idaho.

And

Township 8 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho

Section 30: A tract of land in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ more particularly described as follows:

COMMENCING at the East quarter corner of said Section 30;

THENCE North 76°47'25" West for 1552.80 feet to the Northeast corner of Lot 5 of Salmon River Ranches as recorded in Miscellaneous Book 28 at page 1702, records of Twin Falls County, Idaho, said point being the TRUE POINT OF BEGINNING;

THENCE South 59°04'14" West along the North line of said Lot 5 for 359.60 feet to the centerline of Salmon Falls Creek;

THENCE along said centerline for the following two courses and distances:

North 23°21'12" West for 130.53 feet;

North 06°28'19" East for 234.37 feet to the Southern-most corner of Lot 6 of said Salmon River Ranches;

THENCE North 58°36'42" East along the South line of said Lot 6 for 198.09 feet to the centerline of old Highway No. 30;

THENCE along the centerline of old Highway No. 30 for the following two courses and distances;

South 31°23'20" East for 243.81 feet;

South 30°55'48" East for 73.36 feet to the TRUE POINT OF BEGINNING.

Exhibit B

Township 8 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho

Section 8: Lot 5

EXCEPT

Township 8 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho

Section 8: A parcel of land located in said Lot 5, more particularly described as follows:

BEGINNING at the Southwest corner of said Section 8;

THENCE North $1^{\circ}42'42''$ West 2,280.08 feet to the REAL POINT OF BEGINNING, said point also lies South $23^{\circ}39'00''$ East 469.20 feet from the Southwest corner of Lot 32 of Burden's Lodge Subdivision;

THENCE North $71^{\circ}57'00''$ East 100.00 feet;

THENCE South $18^{\circ}03'00''$ East 100.00 feet;

THENCE South $71^{\circ}57'00''$ West 100.00 feet;

THENCE North $18^{\circ}03'00''$ West 100.00 feet to the REAL POINT OF BEGINNING.

TOGETHER WITH

A 20-foot-wide road easement centered on the following line:

BEGINNING at a point on the South property line North $71^{\circ}57'00''$ East 10.00 feet from the Southwest property corner;

THENCE along a curve:

Delta - $23^{\circ}45'17''$ Rt

R - 10.00 feet

A - 4.15 feet

C - 4.12 feet

T - 2.10 feet

THENCE South $05^{\circ}42'17''$ West 71.48 feet;

THENCE along a curve:

Delta - $58^{\circ}14'59''$ Rt

R - 10.00 feet

A - 10.17 feet

C - 9.73 feet

T - 5.57 feet

Ending at the State Highway right-of-way line.

AND EXCEPT

Township 8 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho

Section 8: A part of Lot 5; and

Section 7: A part of Lot 6, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 8;

THENCE North 01°56'21" West 2173.16 feet to the REAL POINT OF BEGINNING. Said point of beginning lies South 18°44'31" East 567.00 feet from the Southwest corner of Lot 32, "Burden's Lodge Subdivision";

THENCE North 71°57'00" East 155.52 feet to the mean high water line of the Snake River;

THENCE South 22°16'55" East 153.56 feet along said water line;

THENCE South 10°10'16" East 68.50 feet along said water line;

THENCE South 00°35'10" East 65.24 feet along said water line;

THENCE South 24°17'19" East 48.45 feet along said water line;

THENCE South 81°20'16" West 110.09 feet to a point on the East right of way line of U.S. Highway 30 project F-2361(12);

THENCE along a curve on said right of way:

Delta - 06°12'06"

R - 2914.79 feet

A - 315.49 feet

C - 315.34 feet

T - 157.90 feet

LCB - North 24°20'12" West to the REAL POINT OF BEGINNING.

SUBJECT TO:

A 20.00-foot-wide road easement with centerline described as follows:

COMMENCING at the Southwest corner of said Section 8;

THENCE North 01°56'21" West 2173.16 feet to a point, said point lies South 18°44'31" East 567.00 feet from the Southwest corner of Lot 32, "Burden's Lodge Subdivision";

THENCE North 71°57'00" East 48.94 feet to the REAL POINT OF BEGINNING of the centerline of said 20.00-foot-wide easement;

THENCE along a curve:

Delta - 24°30'24"

R - 10.00 feet

A - 4.28 feet

C - 4.24 feet

T - 2.17 feet

LCB - South 05°47'14" East

THENCE South 05°42'13" West 71.52 feet;

THENCE along a curve:

Delta - 58°15'38"

R - 10.00 feet

A - 10.17 feet

C - 9.74 feet

T - 5.57 feet

LCB - South 34°50'06" West to a point on the East right-of-way line of U.S.

Highway 30 Project F-2361(12) which is the REAL ENDING POINT of the centerline of said 20.00-foot-wide easement.

SUBJECT TO:

A 50.00-foot-wide roadway easement being described as follows:

COMMENCING at the Southwest corner of said Section 8;

THENCE North 01°56'21" West 2173.16 feet to a point, said point lies South 18°44'31" East 567.00 feet from the Southwest corner of Lot 32, "Burden's Lodge Subdivision";

THENCE along a curve on the East right of way line of U.S. Highway 30, Project F-2361(12):

Delta - 02°36'07"

R - 2914.79 feet

A - 132.37 feet

C - 132.36 feet

T - 66.20 feet

LCB - South 26°08'11" East to the REAL POINT OF BEGINNING of said 50.00-foot-wide easement;

THENCE along a curve of said right of way:

Delta - 03°35'58"

R - 2914.79 feet

A - 183.12 feet

C - 183.09 feet

T - 91.59 feet

LCB - South 23°02'08" East

THENCE North 81°20'16" East 51.93 feet;

THENCE along a curve:

Delta - 01°48'58"

R - 2965.50 feet

A - 94.00 feet

C - 94.00 feet

T - 47.00 feet

LCB - North 21°55'32" West

THENCE along a curve:

Delta - 54°32'30"

R - 125.00 feet

A - 118.99 feet

C - 114.55 feet

T - 64.44 feet

LCB - North 50°06'16" West to the REAL POINT OF BEGINNING.