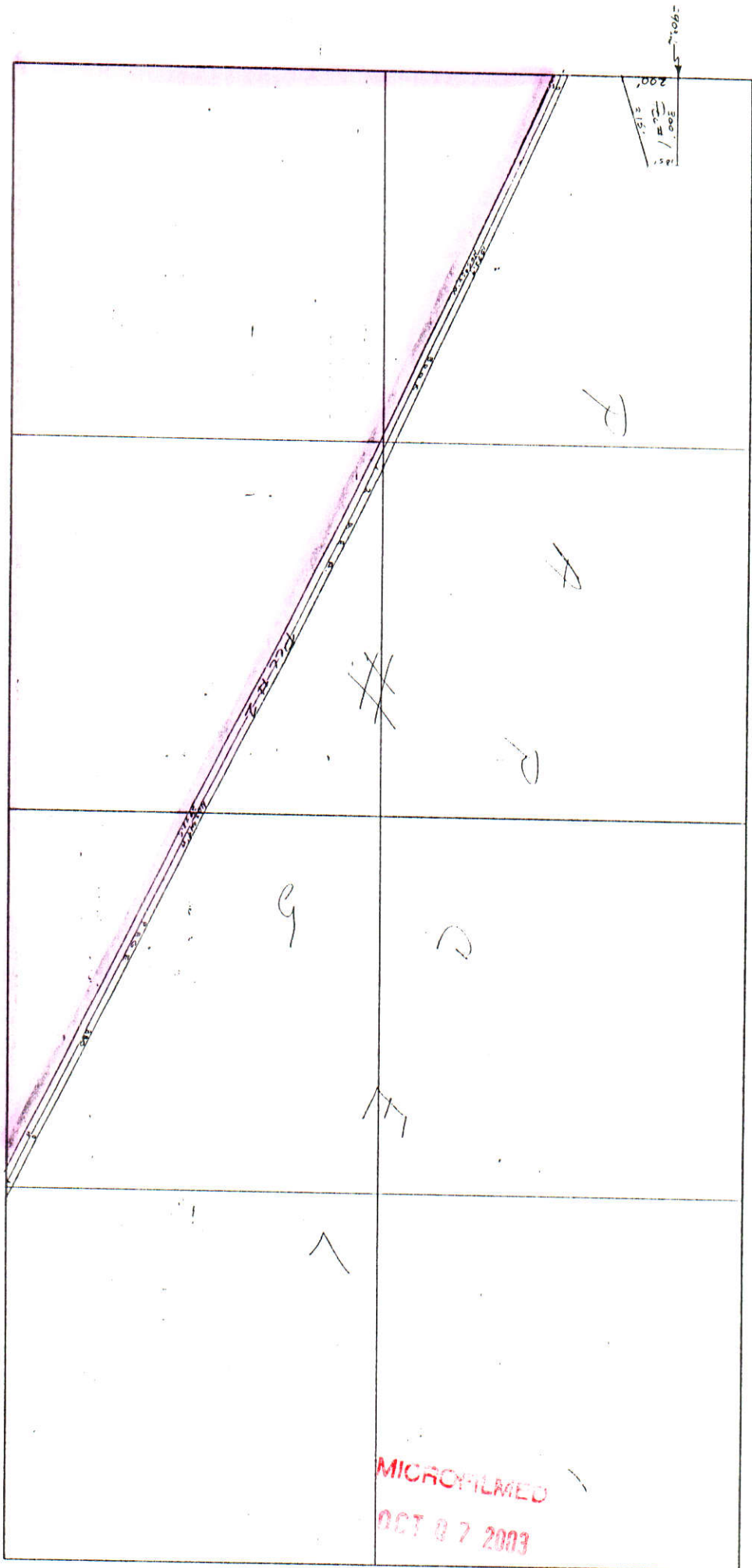


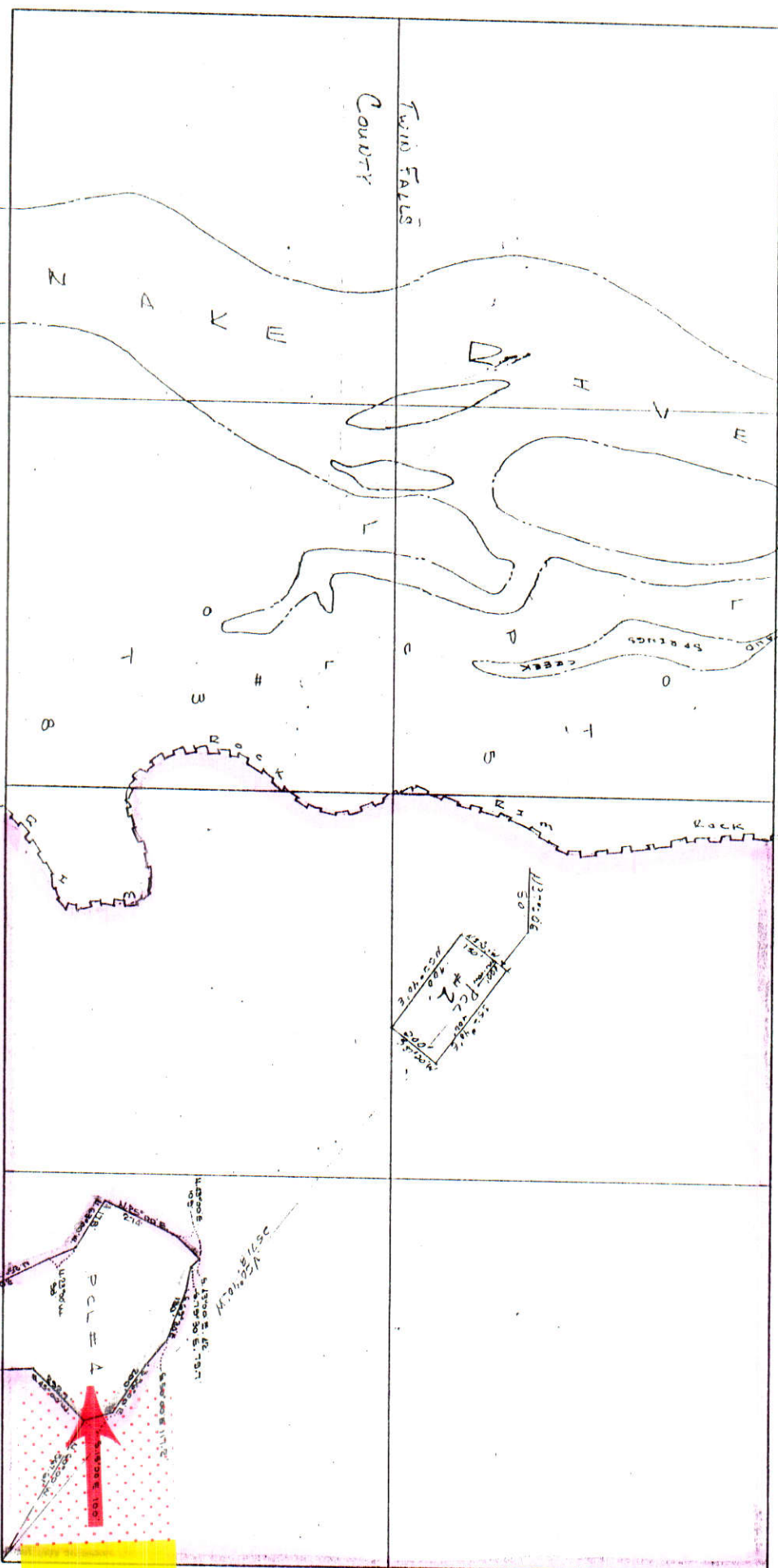
South
Hill



THIS PLAT IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN
LOCATING THE LAND, AND THE COMPANY ASSUMES NO LIABILITY
FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY.

SCALE 1"=400'

SOUTH
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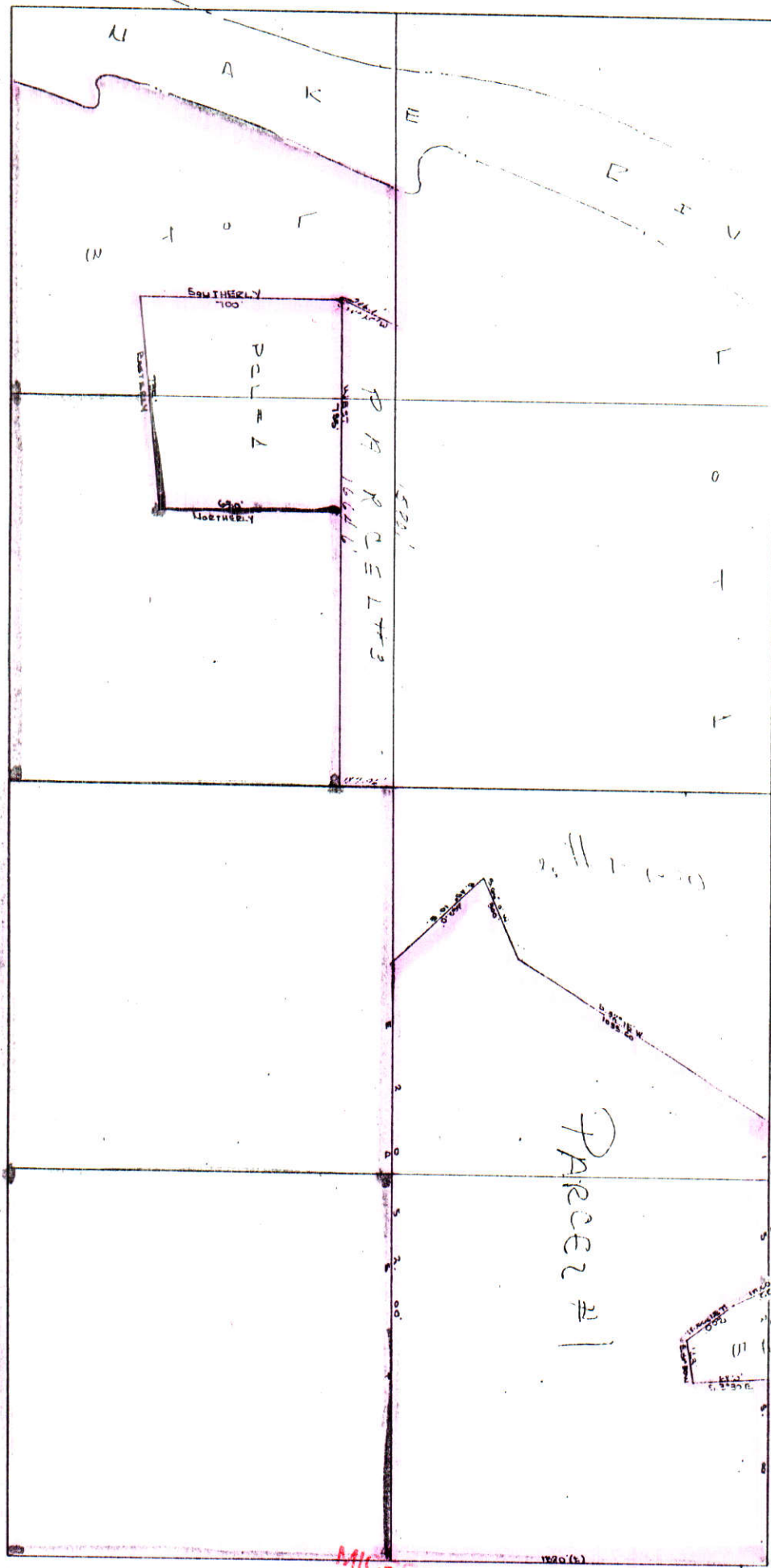


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THIS PLAT IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN
LOCATING THE LAND, AND THE COMPANY ASSUMES NO LIABILITY
FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY.

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OCT 07 2003

NORTH
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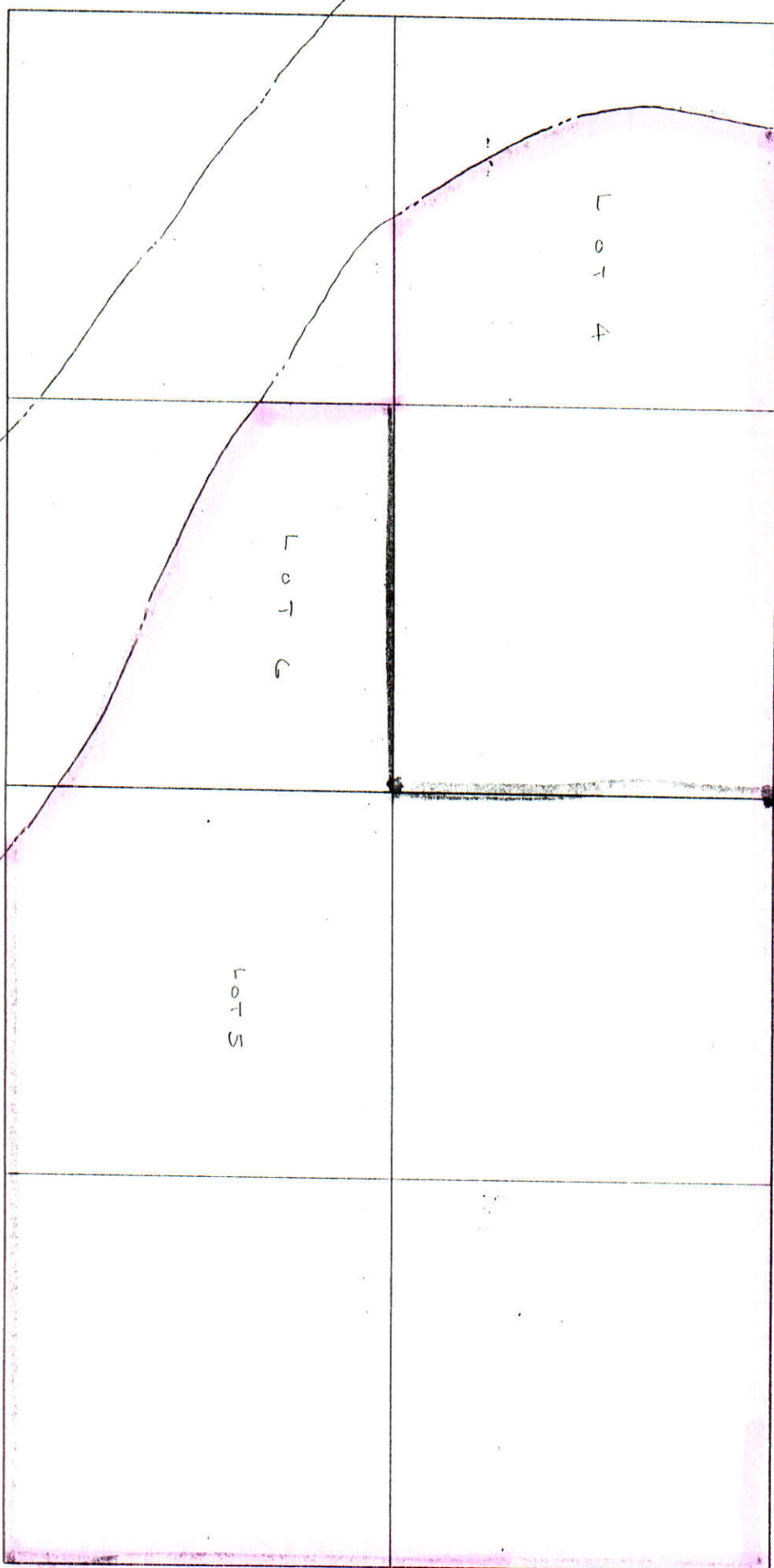


THIS PLAN IS SUBMITTED FOR THE PURPOSE OF ASSISTING IN
LOCATING THE LAND, AND THE COMPANY ASSUMES NO LIABILITY
FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY.

SCALE 1"=400'

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OCT 07 2003

SOUTH HALF

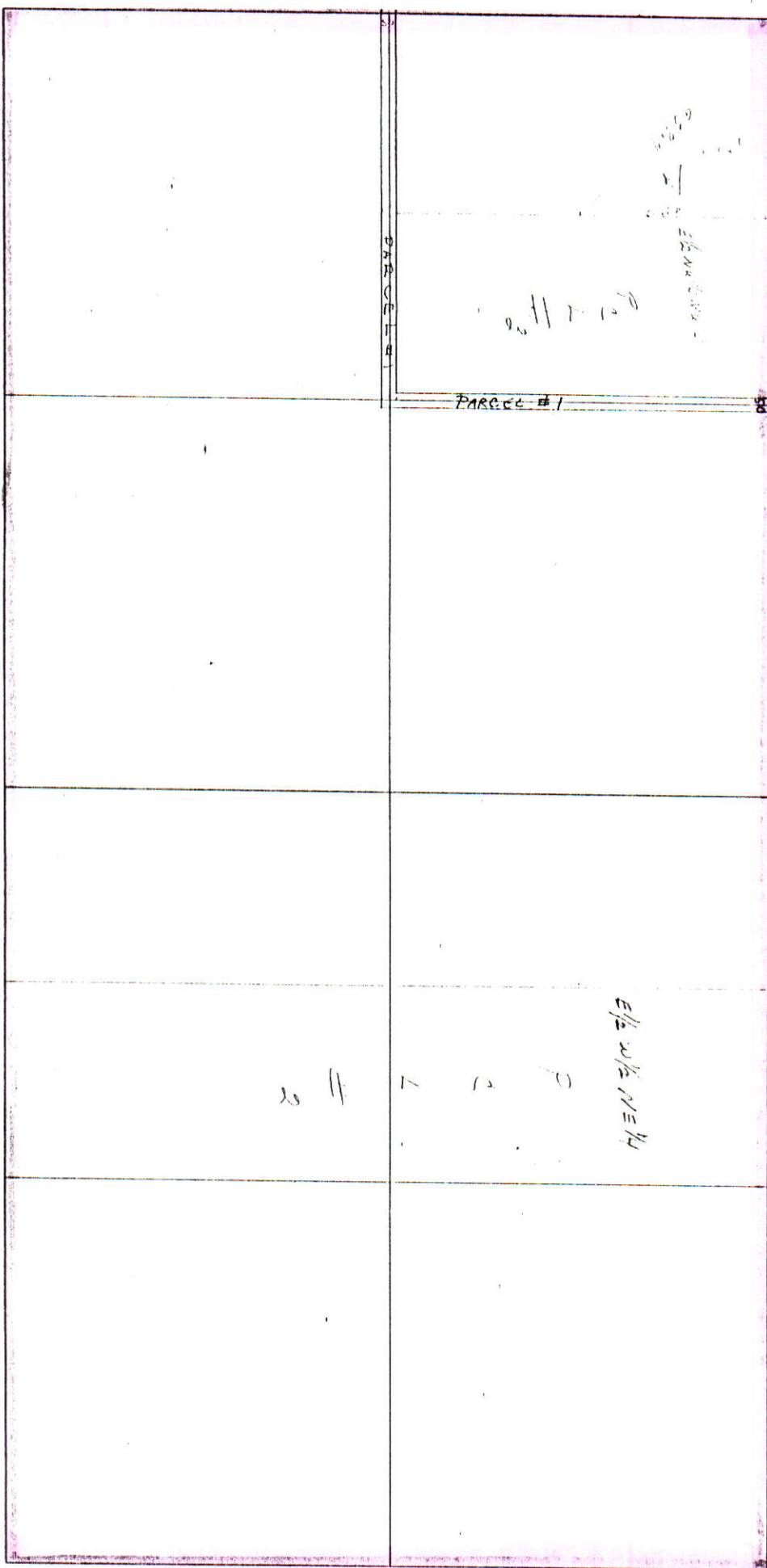


THIS PLAT IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND, AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY.

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THIS PLAN IS PREPARED SOLELY FOR THE PURPOSE OF ASSISTING IN
LOCATING THE LAND, AND THE COMPANY ASSUMES NO LIABILITY
FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY.

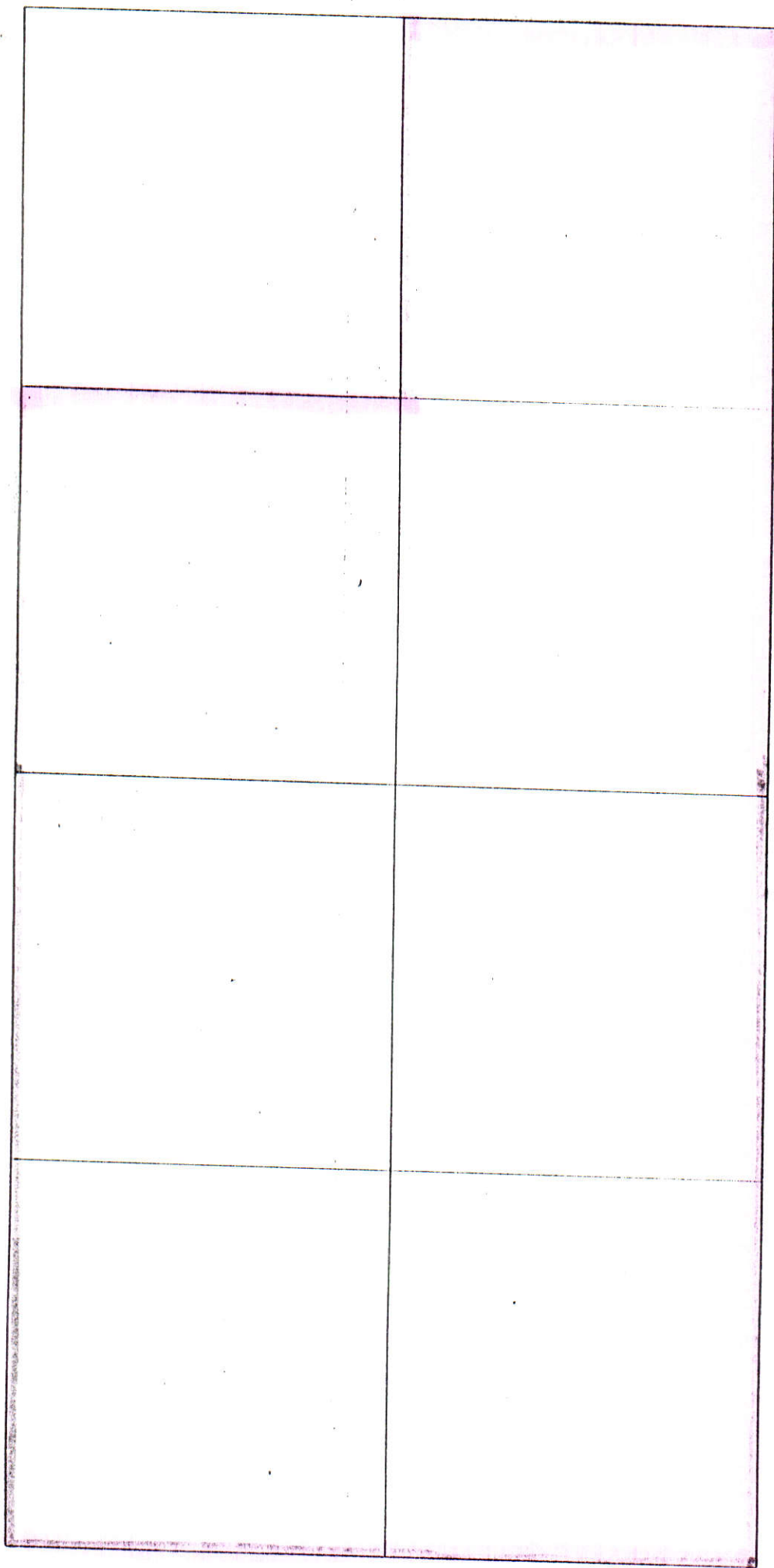
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MICROMAP
OCT 07 2003

Gooding COUNTY

SEC. 21 TWP. 8 S

RGE 14 EBM.

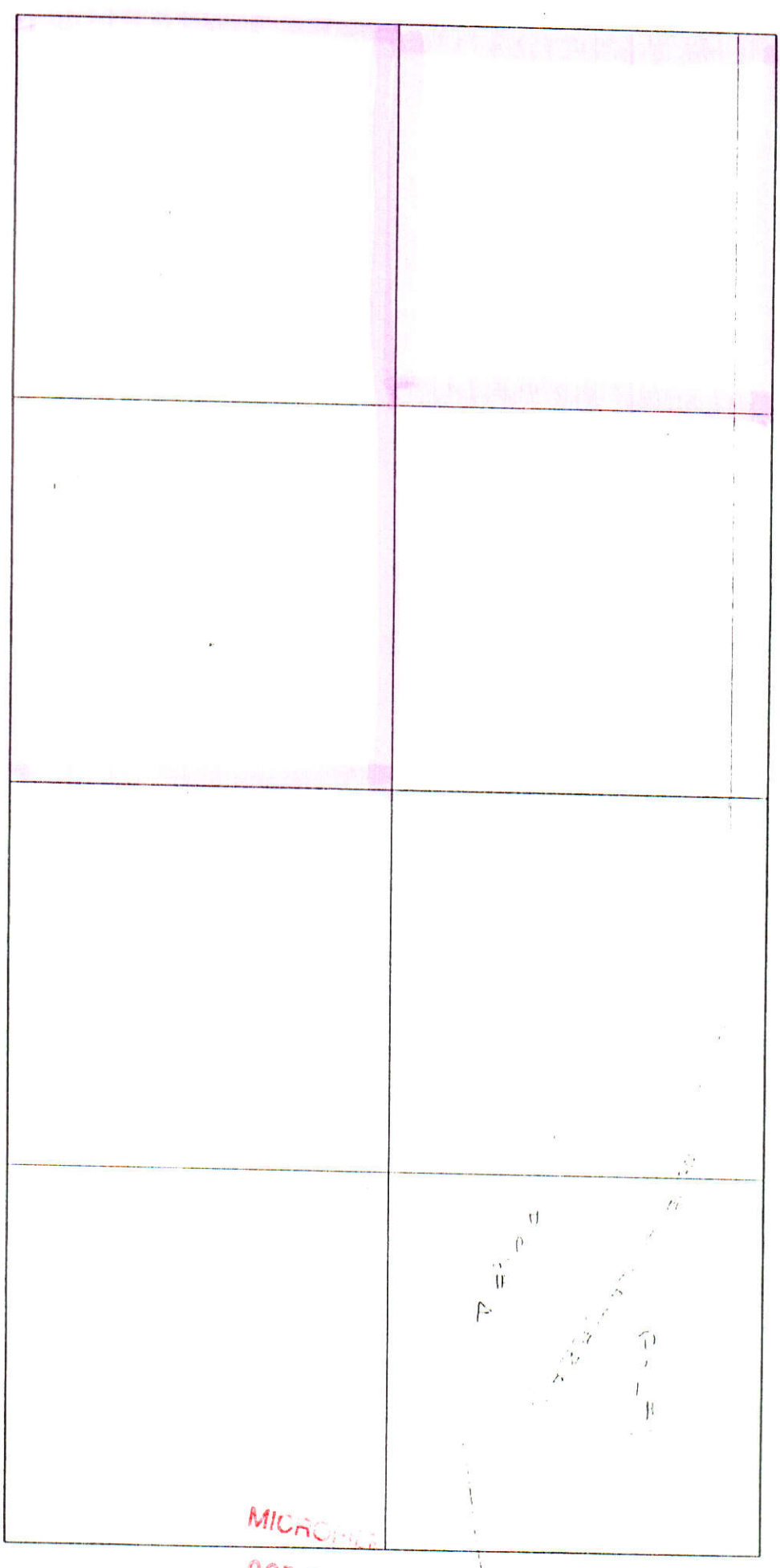


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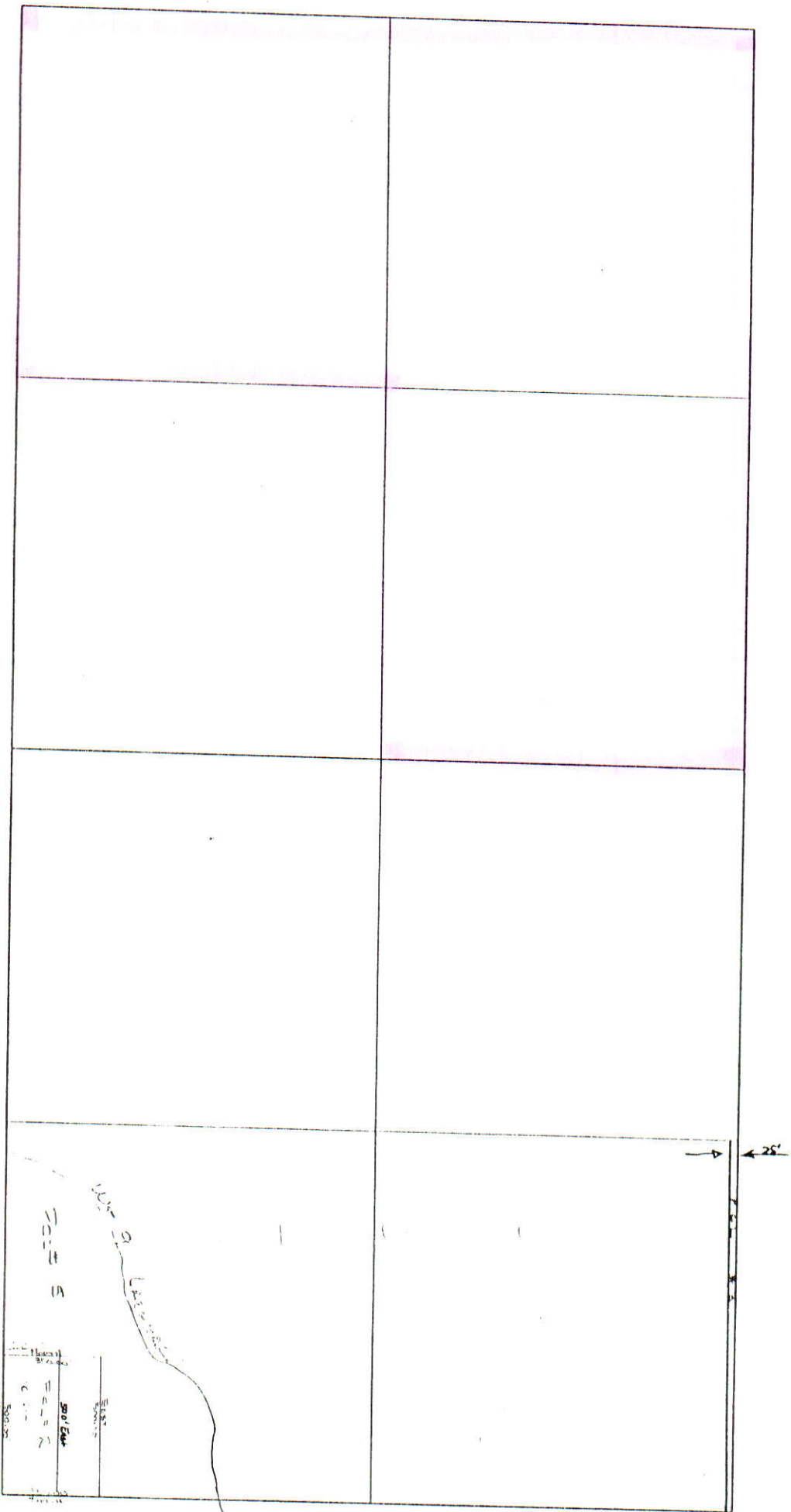
North Half

4 N



THIS PLAT IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND, AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY.

SOUTH HALF



THIS PLAT IS FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND, AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY.

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RECEIVED RECEIVED

AUG 27 2003 MAR 20 2003

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Department of Water Resources
Southern Region**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**

AUG 26 2003

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.Department of Water Resources
Southern Region1. Water Right No(s): 36-7453, 36-7163, 36-15159, 36-15160, 36-2016, 36-7136, 36-7452

Adjudication Claim No(s): _____

2. The following **REQUIRED** information must be submitted with this form:A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**B) A **FEE** of \$25.00 per water right or adjudication claim.

3. Name and Mailing Address of Person or Company holding Security Interest

Harvest Capital Company675 N.W. 2nd Avenue, Suite 7Canby, Oregon 97013

4. Name of Water Right Owner/Claimant(s)

Sand Springs Ranch & Company5. Expiration Date of Notification Period July 1, 20186. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) (and title if applicable)

Harvest Capital CompanyBy: Quentin Knipe
Quentin Knipe, Attorney**For Office Use Only**Received by CSDate 8.26.03Fee \$175.00Receipted by CSDate 8.26.03Receipt No. 5026079

Processed by _____

AJ

Date _____

WR _____

Date _____

See file # 36-2016 for support data

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OCT 9 7 2003

WHEN RECORDED RETURN TO:

Quentin M. Knipe, Esq.
Stoel Rives LLP
101 S. Capitol Blvd., Ste 1900
Boise, Idaho 83702

Instrument # 199708
GOODING, GOODING, IDAHO
2003-03-19 02:25:42 No. of Pages: 26
Recorded for : LAND TITLE
HELEN EDWARDS Fee: 78.00
Ex-Officio Recorder Deputy *[Signature]*

(space above reserved
for recorders use)

MORTGAGE

DATED: March 19, 2003

FROM: TOM N. AMBROSE and LEANNE AMBROSE, husband and wife, and SAND
SPRINGS RANCH & COMPANY, an Idaho general partnership
16103 Northeast 172nd Way
Brush Prairie, WA 98606 BORROWER

TO: HARVEST CAPITAL COMPANY
675 N.W. 2nd Avenue, Suite 7
Canby, Oregon 97013 LENDER

Borrower is the owner of the real property in Gooding County, Idaho described on the attached Exhibit A.

Lender has loaned or agreed to loan to Borrower \$3,000,000 on certain terms and conditions. Such amount will be repayable with interest according to the terms of a promissory note given to evidence such indebtedness, dated the same as this Mortgage, under which the final payment of principal and interest will be due on July 1, 2018. The promissory note, and any note or notes given in renewal, modification, substitution or addition to the promissory note originally issued, is referred to as "the Note." The terms of the obligations secured hereby may provide that the interest rate, payment terms, or balance due on the loan may be indexed, adjusted, renewed or renegotiated.

The term "Indebtedness" as used in this Mortgage shall mean (a) the principal and interest payable under the Note, (b) any future amounts that Lender may in its discretion loan to Borrower, with interest thereon, (c) any amounts expended or advanced by Lender to discharge obligations of Borrower or expenses incurred by Lender to enforce obligations of Borrower, as permitted under this Mortgage, with interest thereon as provided below, and (d) any amounts with interest thereon at the rate specified in Section 12.4 below, payable by Borrower to Lender under the Environmental Indemnity Agreement and Certificate executed

Instrument # 199781
GOODING, GOODING, IDAHO
2003-03-24 04:25:55 No. of Pages: 26
Recorded for : LAND TITLE
HELEN EDWARDS Fee: 78.00
Ex-Officio Recorder Deputy *[Signature]*

Re-recorded MICHOILMED
OCT 07 2003

by Borrower this same date (the "Environmental Agreement") to the extent Lender specifically elects by written notice to Borrower to include such amounts in the Indebtedness.

To secure payment of the Indebtedness and performance of all obligations of Borrower under this Mortgage, Borrower mortgages and conveys to Lender the following:

- (1) The real property in Gooding County, Idaho described on attached Exhibit A (the "Real Property").
- (2) All furnishings, fixtures (including trade fixtures), supplies, equipment and inventory used for the production of water on the Real Property or for the irrigation or drainage thereof, including without limitation the items described on attached Exhibit B, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any of such property, and all proceeds (including insurance proceeds) from the sale or other disposition of any of such property, (the "Personal Property").
- (3) All water, water rights, ditches and ditch rights, any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and any such rights acquired in the future, which entitle Borrower to use water for any purpose upon the Real Property, including but not limited to the water rights described on attached Exhibit C (the "Water Rights").

Borrower presently assigns to Lender all of Borrower's right, title and interest in and to all rents, revenues, income, issues and profits (the "Income") from the Real Property, Personal Property, whether now or hereafter due.

Borrower grants Lender a security interest in the Income, the Water Rights, Personal Property.

The real and personal property described above is referred to as the "Property."

This Mortgage is given and accepted on the following terms and conditions which Borrower will promptly and faithfully observe and perform:

1. PAYMENT AND PERFORMANCE

Borrower shall pay to Lender promptly when due all amounts payment of which is secured by this Mortgage and shall strictly perform all obligations imposed upon Borrower by this Mortgage.

3. TAXES AND LIENS

3.1 Payment. Borrower shall pay when due all taxes and assessments levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Borrower shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in Section 3.2.

3.2 Right to Contest. Borrower may withhold payment of any tax, assessment or claim in connection with a good faith dispute over obligation to pay, so long as Lender's interest in the Property is not jeopardized. If the Property is subjected to a lien which is not discharged within 15 days, Borrower shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale under the lien. In any contest proceedings, Borrower will defend itself and Lender and will name Lender as an additional obligee under any surety bond, and Borrower shall satisfy any final adverse judgment before enforcement against the Property.

3.3 Evidence of Payment. Borrower shall promptly furnish evidence of payment of taxes and assessments to Lender on its demand and shall authorize the appropriate county official to deliver to Lender at any time a written statement of the taxes and assessments against the Property, and shall pay the expense of a tax reporting service for the Property if required by Lender.

3.4 Notice of Construction. Borrower shall notify Lender at least 15 days before any work is commenced, any services are furnished or any materials are supplied to the Property if a construction lien could be asserted on account of the work, services or materials and the cost exceeds \$10,000. On Lender's request, Borrower will promptly furnish advance assurances satisfactory to Lender that Borrower can and will pay the cost of such improvements.

3.5 Farm or Forest Classification. Borrower agrees to maintain the farm use or forest lands classification of the Property on the tax rolls, and not to allow any act or omission which would disqualify the Property for assessment as farm or forest lands.

4. PROPERTY DAMAGE INSURANCE

4.1 Maintenance of Insurance. Borrower shall procure and maintain such policies of insurance as Lender may reasonably require. This shall include policies of fire insurance with standard extended coverage endorsements covering all improvements on the Property for their full insurable value, in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Lender, and comprehensive general liability insurance in such coverage amounts as Lender may request, with Lender as an additional

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insured. Policies shall be written in amounts, in form, on terms and with companies reasonably acceptable to Lender. Borrower shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 10 days' written notice to Lender. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Borrower agrees to obtain and maintain Federal Flood Insurance for the unpaid balance of the Note, up to the maximum policy limits set under the National Flood Insurance Program.

4.2 Application of Proceeds. Borrower shall promptly notify Lender of any loss or damage to the Property which exceeds \$2,500, Lender may make proof of loss if Borrower fails to do so within 15 days of the casualty. All proceeds of any insurance on the Property shall be held by Lender as part of the Property. If Borrower elects to restore the Property, Borrower shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Upon satisfactory proof of expenditure, Lender shall pay or reimburse Borrower from the proceeds for the reasonable cost of repair or restoration. If Borrower elects not to restore the Property, Lender shall retain a sufficient amount of the proceeds to pay all amounts due under this Mortgage, and shall pay the balance to Borrower. Any proceeds which have not been paid out within one (1) year after their receipt and which Borrower has not committed to the repair or restoration of the Property shall be used to prepay first accrued interest and then principal of Borrower's Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Borrower.

4.3 Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any foreclosure sale of the Property.

4.4 Borrower's Report on Insurance. Upon request by Lender, not more than once a year, Borrower shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining value; and (e) the expiration date of the policy.

5. WARRANTIES OF BORROWER

5.1 Title. Borrower warrants that it holds merchantable title to the Property in fee simple free of all encumbrances other than those set forth in the title insurance policy issued to Lender at closing.

5.2 Defense of Title. Subject to the exceptions in the paragraph above, Borrower warrants and will forever defend the title against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Borrower's title or the interest of Lender under this Mortgage, Borrower shall defend the action at its expense.

5.3 Location of Borrower. Borrower warrants that the chief executive office of Sand Springs Ranch & Company is located in Wendell, Idaho.

6. CONDEMNATION

6.1 Application of Net Proceeds. If all or any part of the Property is condemned, and the value of the portion so condemned exceeds \$2,500, Lender may elect to require that all or any portion of the net proceeds of the condemnation be applied on the Indebtedness. The "net proceeds" shall mean the total amount available after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Borrower and Lender in connection with the taking by condemnation. Sale of all or any part of the Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation to which this section shall apply.

6.2 Proceedings. If any proceedings in condemnation are filed, Borrower shall promptly take such steps as may be necessary to defend the action and obtain the award. Borrower shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage, and to obtain all compensation, awards or other relief therefore to which Borrower may be entitled.

7. TRANSFER BY BORROWER

7.1 Prohibition of Transfer Without Consent. Borrower shall not sell, agree to sell, assign, convey, subcontract or otherwise transfer any part or all of the Property or any interest in the Property without the prior written consent of Lender, which consent may be withheld in Lender's sole discretion. If Borrower or a prospective transferee applies to Lender for consent to a transfer, Lender may require such information as may be reasonably necessary for Lender to assess the prospective transferee's prior business experience, reputation and financial ability to perform Borrower's obligation under this Mortgage. Without limiting the generality of the foregoing, the occurrence at any time of any of the following events, without Lender's prior written consent, shall be deemed a transfer of title to the Property: -

(a) Any sale, conveyance, lease with a term greater than 3 years (including renewal options), assignment or other transfer of all or any part of the legal or equitable title to the Property;

(b) Any conveyance, grant or other transfer of the legal or equitable title to the Property which occurs by operation of law, by trustees in bankruptcy, executors or estate administrators or executors, or by or through a bankruptcy court.

(c) If Borrower is a corporation, partnership or limited liability company, a sale, transfer or assignment of the corporate stock, partnership interests or membership

interests, respectively, which results in more than twenty-five percent (25%) of the corporate stock, partnership interests or membership interests being held by persons or entities which are not, on the date hereof, shareholders, partners or members.

7.2 Condition to Consent. As a condition of its consent to any transfer, Lender may in its discretion impose a service charge not exceeding 1 percent of the outstanding Indebtedness, and may increase the interest rate of the Indebtedness or otherwise require modification of the Note or this Mortgage. Lender may increase the amount of each remaining installment so that the Indebtedness will be fully paid by the original maturity date. In no event, however, shall the interest rate be increased beyond the maximum rate permitted under applicable law.

7.3 Effect of Consent. Consent by Lender to one transfer shall not constitute a consent to other transfers or a waiver of this section. No transfer by Borrower shall relieve Borrower of liability for payment of the Indebtedness. Following a transfer, Lender may agree to any extension of time for payment or modification of the terms of this Mortgage or the Note or waive any right or remedy under this Mortgage or the Note without relieving Borrower from liability. Borrower waives notice, presentment and protest with respect to the Indebtedness.

8. SECURITY AGREEMENT; SECURITY INTEREST

8.1 Security Agreement. This instrument shall constitute a security agreement with respect to the Income, Water Rights and the Personal Property included in the description of the Property.

8.2 Security Interest. Upon request by Lender, Borrower shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Income, the Water Rights, and the Personal Property. Borrower hereby appoints Lender as Borrower's attorney in fact for the purpose of executing any documents necessary to perfect or continue the security interest granted therein and authorizes Lender to file such financing statements as Lender deems appropriate to protect its security interest in the Income, Water Rights, and the Personal Property included in the description of the Property. Lender may file copies or reproductions of this Mortgage as a financing statement at any time and without further authorization from Borrower. Borrower will reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Borrower shall assemble the personal property and make it available to Lender within three days after receipt of written demand from Lender.

8.3 Fixture Filing. This instrument constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term Property as used herein and with respect to any goods or other personal property that may now be or hereafter become fixtures.

Name and address of Lender (Secured Party) from whom information may be obtained:

Harvest Capital Company
675 N.W. 2nd Avenue, Suite 7
Canby, Oregon 97013

Address of Borrower (Debtors):

16103 Northeast 172nd Way
Brush Prairie, WA 98606

Tax Identification Number, State of Organization and Organization Number of
Borrower (Debtors):

Debtor	Tax ID Number	State of Organization	Organization Number
Tommy Neal Ambrose a/k/a Tom N. Ambrose			
Leanne Rose Ambrose a/k/a Leanne Ambrose			
Sand Springs Ranch & Company, an Idaho general partnership	82-0435910	Idaho	N/A

9. RELEASE ON FULL PERFORMANCE

If Borrower pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Borrower under this Mortgage, Lender shall, if requested, execute and deliver to Borrower a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file.

10. DEFAULT

The following shall constitute events of default:

(a) Failure of Borrower to pay any portion of the Indebtedness when it is due.

(b) Failure of Borrower within the time required by this Mortgage to make any payment for taxes, insurance, or any other payment necessary to prevent filing or attachment of any lien (or within such time discharge or bond such lien in the manner permitted in Section 3.2 above).

(c) Transfer or agreement to transfer any part or interest in the Property without the prior written consent of Lender, as required under Section 7 above.

(d) Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Borrower; the commencement by Borrower of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Borrower in an involuntary case under federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Borrower to the appointment of a receiver, trustee or custodian of Borrower or of any of Borrower's property; an assignment for the benefit of creditors by Borrower; the making or suffering by Borrower of a fraudulent transfer under applicable federal or state law; concealment by Borrower of any of its property in fraud of creditors; the making or suffering by Borrower of a preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the property of Borrower which is not discharged or bonded in the manner permitted by Section 3.2 above; or Borrower's failure generally to pay its debts as such debts become due. The events of default in this paragraph shall apply and refer to Borrower and to each of the individuals or entities which are collectively referred to as "Borrower."

(e) Any breach of any representation or warranty in the Environmental Agreement.

(f) Failure of Borrower to perform any other obligation under this Mortgage or the Environmental Agreement within 15 days after receipt of written notice from Lender specifying the nature of the default or, if the default cannot be cured within 15 days, failure within such time to initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practicable. No notice of default and no opportunity to cure shall be required if during the prior 12 months Lender has already sent a notice to Borrower concerning default in performance of the same obligation.

(g) Lender determines in good faith that the prospect of payment of the Indebtedness or the prospect of performance of any agreement or obligation securing the same or relating thereto is significantly impaired.

11. RIGHTS AND REMEDIES ON DEFAULT

11.1 Remedies. Upon the occurrence of any event of default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies:

(a) Lender may declare the entire Indebtedness immediately due and payable.

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(b) Lender may obtain a decree foreclosing Borrower's interest in all or any part of the Property. If permitted by applicable law, Lender may foreclose Borrower's interest in all or any part of the Property by nonjudicial sale.

(c) If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

(d) With respect to all or any part of the Property that constitutes personalty, may exercise the rights and remedies of a secured party under the Uniform Commercial Code.

(e) Lender shall have the right, without notice to Borrower to take possession of the Property, to collect the Income, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user to make payments of rent or use fees directly to Lender. If the Income is collected by Lender, then Borrower irrevocably designates Lender as Borrower's attorney in fact to endorse instruments received in payment thereof in the name of Borrower and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this paragraph either in person, by agent or through a receiver.

(f) Lender shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect the Income from the Property and to apply the proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

(g) In the event Borrower remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower, Borrower shall become a tenant at will of Lender or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Borrower's possession.

(h) Lender shall have any other right or remedy provided in this Mortgage, the Note or any other instrument delivered by Borrower in connection therewith, or available at law, in equity or otherwise.

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11.2 Rights of Receiver or Lender-in-Possession. Upon taking possession of all or any part of the Property, the receiver or Lender may:

- (a) Use, operate, manage, control and conduct business on the Property and make expenditures for all maintenance and improvements as in its judgment are proper;
- (b) Collect the Income from the Property and apply such sums to the expenses of use, operation and management;
- (c) At Lender's option, complete any construction in progress on the Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Lender deems appropriate.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Lender (if Lender, in its sole discretion, agrees to lend) or otherwise, or Lender may borrow or advance, such sums as the receiver or Lender may deem necessary for the purposes stated in this paragraph. The amounts borrowed or advanced shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 12.4 below. Such sums shall become a part of the Indebtedness secured by this Mortgage and shall be payable by Borrower on demand.

11.3 Sale of the Property. In exercising its rights and remedies, Lender may cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Lender may bid at any public sale on all or any portion of the Property.

11.4 Notice of Sale. Lender shall give Borrower reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other disposition of the personal property is to be made. Reasonable notice shall mean notice given at least 10 days prior to the time of the sale or disposition.

11.5 Waiver; Election of Remedies. A waiver by either party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Lender under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

11.6 Attorneys' Fees; Expenses. In the event suit or action is instituted to enforce any of the terms of this Mortgage, the prevailing party shall be entitled to recover its reasonable attorneys' fees at trial, on any appeal and on any petition for review, in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred by Lender that are necessary at any time in Lender's opinion for the

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protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the same interest rate as provided in Section 12.4 below. Expenses covered by this paragraph include (without limitation) the cost of searching records and obtaining title reports, surveyors' reports, attorneys' opinions and title insurance.

12. MISCELLANEOUS

12.1 Time of Essence. Time is of the essence of this Mortgage.

12.2 Binding upon Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Borrower's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns.

12.3 Security Agreement. In construing this Mortgage, the term "Mortgage" shall encompass the term "security agreement" when the instrument is being construed with respect to any personal property.

12.4 Expenditure by Lender. If Borrower fails to comply with any provision of this Mortgage, Lender may elect to take the required action on Borrower's behalf, and any amount that Lender expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest from the date of expenditure at the Default Rate (as specified in the Note). Such action by Lender shall not constitute a cure or waiver of the default or any other right or remedy which Lender may have on account of Borrower's default.

12.5 Notices. Any notice under this Mortgage shall be in writing and shall be effective when either delivered in person or, if mailed, shall be deemed effective when deposited as registered or certified mail, postage prepaid, addressed to the party at the address stated in this Mortgage. Any party may change its address for notices by written notice to the other.

12.6 Modification or Extension of Indebtedness; Release of Obligors. The taking by Borrower of any additional security, the release of any person now or hereafter liable for the repayment of the Indebtedness, or any extension of the time of payment of the Indebtedness or the renewal thereof, shall not diminish the effectiveness of this Mortgage or the lien of this Mortgage and shall not affect or impair the liability of any maker, surety or endorser for the payment of the Indebtedness.

12.7 Release of Security. Lender shall have the right to release, with or without consideration or credit on the Indebtedness secured, any part of the Property. Without regard to the existence of any junior encumbrance and without the consent of such junior encumbrance, and such release shall have no further effect upon the rank, lien or estate conveyed of this Mortgage.

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12.8 Waiver of Marshalling. Borrower expressly waives, to the full extent permitted by law, and relinquishes any right to claim a marshalling of assets in respect to the Property, or any part thereof, in the event of the foreclosure or other enforcement of this Mortgage.

12.9 Invalid Provisions to Affect No Others. If any of the provisions contained in the Note or this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in this Mortgage and the Note shall not be affected thereby.

12.10 Changes in Writing. This Mortgage and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Borrower or Lender relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

12.11 Exhibits. The following exhibits are attached to this Mortgage and incorporated herein by reference:

Exhibit A - Real Property Legal Description
Exhibit B - Certain Equipment
Exhibit C - Water Rights

12.12 Applicable Law. The law of the State of Idaho, including applicable federal law, shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Property is located, determining the rights and remedies of Lender on default.

12.13 Jurisdiction. In the event of a lawsuit relating to, or to enforce, this Mortgage, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Gooding County, State of Idaho.

12.14 Loan Purpose. The Borrower acknowledges that the proceeds of the Note are primarily for agricultural, commercial, investment or business purposes, and are not for a consumer transaction (which is defined as a transaction primarily for personal, family or household purposes).

12.15 Dissemination of Information. If the Lender determines at any time to sell, transfer or assign the Note, this Mortgage and any other security instruments, and any or all servicing rights with respect thereto, or to grant participations therein ("Participations") or issue, in a public offering or private placement, mortgage pass-through certificates or other securities evidencing a beneficial interest in the loan ("Securities"), Lender may forward to each purchaser, transferee, assignee, servicer, participant, investor, or their respective successors in such Participations and/or Securities ("collectively, the "Investor"), any rating

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agency rating such Securities and each prospective Investor, all documents and information which Lender now has or may hereafter acquire relating to the Indebtedness and to the Borrower, any Guarantor, any Indemnitors and the Property, which shall have been furnished by Borrower, any Guarantor or any Indemnitors, as Lender determines necessary or desirable.

BORROWER:

Tom N. Ambrose
Tom N. Ambrose

Leanne Ambrose
Leanne Ambrose

SAND SPRINGS RANCH & COMPANY, an
Idaho general partnership

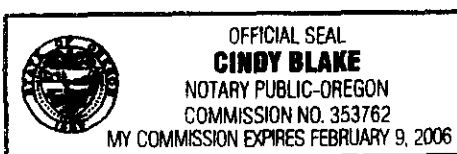
By: *Tom N. Ambrose - Partner*
Tom N. Ambrose, Partner

By: *Leanne Ambrose, Partner*
Leanne Ambrose, Partner

Oregon CB
STATE OF IDAHO)
County of *Gooding*) ss.
Multnomah

On this 17th day of March, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared TOM N. AMBROSE, known to me to be the person whose name is subscribed to the within, 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.

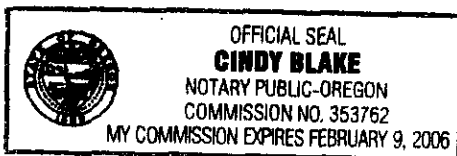


Cindy Blake
Notary Public for Oregon
My commission expires: 2-9-06

Oregon cb
STATE OF ~~IDAHO~~)
)
County of Gondine) ss.
multnomah cb

On this 17th day of March, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared LEANNE AMBROSE, known to me to be the person whose name is subscribed to the within, 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.



Cindy Blake cb
Notary Public for Idaho Oregon
My commission expires: 2-9-06

Oregon cb
STATE OF ~~IDAHO~~)
)
County of Gondine) ss.
multnomah

On this 17th day of March, 2003, before me, a Notary Public, in and for the State of Idaho, personally appeared Tom N. Ambrose, known to me to be the Partner for SAND SPRINGS RANCH & COMPANY, an Idaho general partnership, who executed the foregoing instrument and acknowledged to me that such general partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Cindy Blake cb Oregon
Notary Public for Idaho multnomah
My commission expires: 2-9-06

Oregon
STATE OF ~~IDAHO~~ *cb*
multnomah
County of *Columbia*)
SS.

On this 17th day of March, 2003, before me, a Notary Public, in and for the State of Idaho, personally appeared Leanne Ambrose, known to me to be the Partner for SAND SPRINGS RANCH & COMPANY, an Idaho general partnership, who executed the foregoing instrument and acknowledged to me that such general partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Cindy Blake
Notary Public for *Idaho Oregon*
My commission expires: *2-9-06*



EXHIBIT A
TO
MORTGAGE

Real Property Legal Description

(ATTACHED HERETO)

CONTINUATION

EXHIBIT A

Order Number: GG-04096

Parcel No. 1:

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 17: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ and

Section 20: Part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ more particularly described as follows:

Commencing at the Section corner common to Sections 16, 17, 20 and 21;
Thence North 60°00' West, 567.61 feet to THE TRUE POINT OF
BEGINNING, said point being Northeast of the Lower Dam site located
on Sand Springs Creek;

Thence South 45°00' West, 252.7 feet to a point on the Rock Wall;
Thence South 3°30' East along said Rock Wall, 359 feet;
Thence South 81°30' West along South side of lawn 148 feet;
Thence North 37°00' West, 200 feet to a point on the concrete ditch;
Thence North 25°00' West along the North side above concrete ditch, 300 feet;
Thence North 23°00' West, 98 feet to the corner by TV aerial;
Thence North 63°00' West along the Rock Wall, 178 feet to edge of road;
Thence North 25°00' East, 274 feet to center line of bridge;
Thence North 43°00' East, 109 feet to the North side of corral fence adjacent to
Sand Creek;
Thence South 43°00' East, 42 feet along said fence;
Thence South 79°30' East, 79.7 feet along said fence;
Thence South 69°30' East, 180 feet along said fence;
Thence South 50°00' East, 117.2 feet;
Thence South 56°00' East, 200 feet to an iron pin;
Thence South 15°00' East, 100 feet to THE POINT OF BEGINNING.

That part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ more particularly described as follows:
Beginning at the Northeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section;
Thence South 187.96 feet;
Thence West 1664.4 feet to THE TRUE POINT OF BEGINNING;
Thence South along the East bank of the Snake River approximately 700 feet to a
stone marker;
Thence Easterly along a row of poplar trees about 735 feet;
Thence Northerly about 630 feet;
Thence West 735 feet to THE TRUE POINT OF BEGINNING.

SUBJECT TO easements and rights of way of record.

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- Continued -

CONTINUATION

Order Number: GG-04096

Parcel No. 2:

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 16: All of Section lying South of county road as it is now located described in Book 2 Agreements Page 380, Gooding County records.

Section 17: SE $\frac{1}{4}$, Lots 5 and 8

Section 20: N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, Lots 5 and 6. Part of the N $\frac{1}{2}$ NE $\frac{1}{4}$ described as follows:

Commencing at the Northeast corner of Section 20;
Thence West 1525 feet to a point in the center of a public road;
Thence South 32°15' West, 1035.6 feet;
Thence South 66°00' West, 300 feet;
Thence South 43°10' East, 462 feet;
Thence East 2052 feet, more or less, to the Southeast corner of said N $\frac{1}{2}$ NE $\frac{1}{4}$;
Thence North 1320 feet, more or less, to THE POINT OF BEGINNING, and
being all that portion of said N $\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 20, lying East of the
public road across the Westerly portion of said subdivision.

EXCEPTING THEREFROM the following in Section 17 and 20:

- A. A 50 foot strip of land for right of way across SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 17 as set forth in Deed dated January 12, 1911, to Twin Falls North Side Land and Water Company, a corporation, recorded February 6, 1911 in Book 18 Deeds, Page 33, Gooding County.
- B. Tract of land deeded to Idaho Power Company, a corporation, as set forth in Deed dated August 8, 1921, recorded April 26, 1922 in Book 15 Deeds, page 211, Gooding County records.
- C. Tract of land in Lots 5 and 8 described as follows: Bounded on the South by the Section line running East and West between said Section 17 and Section 20; on the West by Snake River; on the North by the half Section line running East and West through said Section 17, on the East by the Main Rock Wall.

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OCT 07 2003 - Continued -

CONTINUATION

Order Number: GG-04096

D. Commencing at the Section corner common to Section 16, 17, 20 and 21, Township 8 South, Range 14 East, Boise Meridian. Thence North 60°00' West, 567.61 feet to THE TRUE POINT OF BEGINNING, said point being Northeast of the Lower Dam site located on Sand Springs Creek; Thence South 45°00' West, 252.7 feet to a point on the Rock Wall; Thence South 3°30' East along said Rock Wall, 359 feet; Thence South 81°30' West along South side of lawn, 148 feet; Thence North 37°00' West, 200 feet to a point on the concrete ditch; Thence North 25°00' West along the North side above concrete ditch, 300 feet; Thence North 23°00' West, 98 feet to corner of TV Aerial; Thence North 63°00' West along the Rock Wall, 178 feet to edge of road; Thence North 25°00' East, 274 feet to center line of bridge; Thence North 43°00' East, 109 feet to North side of corral fence adjacent to Sand Cree; Thence South 43°00' East, 42 feet along said fence; Thence South 79°30' East, 79.7 feet along said fence; Thence South 69°30' East, 180 feet along said fence; Thence South 50°00' East, 117.2 feet; Thence South 56°00' East, 200 feet to an iron pin; Thence South 15°00' East, 100 feet TO THE POINT OF BEGINNING.

E. TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 20: A tract of land located in the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 20, more particularly described as follows:

Beginning at the North Quarter corner of said Section 20;
Thence South 0°16'55" East a distance of 1317.56 feet to the Northwest corner of said SW¼NE¼;
Thence South 86°53'48" East a distance of 322.63 feet to an iron pin set by a fence corner on the North side of a natural drain and the TRUE POINT OF BEGINNING;
Thence North 74°53'15" East a distance of 211.75 feet along the Northerly bank of said natural drain;
Thence South 23°38'46" West a distance of 270.13 feet along the base of a rim rock;
Thence South 57°06'11" West a distance of 400.08 feet along the base of said rim rock;
Thence South 15°28'28" West a distance of 105.19 feet along the base of said rim rock;
Thence South 56°31'37" West a distance of 316.80 feet along said rim rock to the North bank of a ditch;

MICHAEL J. HARRIS

- Continued -

OCT 07 2003

CONTINUATION

Order Number: GG-04096

Thence North 49°24'25" West a distance of 254.14 feet along said North ditch bank;
Thence North 11°33'35" East a distance of 358.41 feet to the Southerly boundary of the Nature Conservancy property;
Thence South 89°46'03" East a distance of 332.10 feet to the Southeast corner of said Nature Conservancy property;
Thence North 0°16'55" West a distance of 105.23 feet along the Easterly boundary of said Nature Conservancy property to a fence on the South side of a graded road;
Thence South 79°27'24" East a distance of 193.47 feet along said fence line and road;
Thence North 52°34'25" East a distance of 165.64 feet along said fence and road to THE TRUE POINT OF BEGINNING.

Section 21: N½, SE¼SW¼, N¼SW¼, SE¼,

EXCEPT STRIP OF LAND FOR ROAD PURPOSES AS FOLLOWS:

- A. Dated August 30, 1916 to West Point Highway District, recorded October 4, 1916 in Book 3 Deeds, Page 51;
- B. Dated September 16, 1916, to West Point Highway District, recorded October 4, 1916, in Book 3 Deeds, Page 52 (which deeds make a road 50' wide on the East and the South sides of the NW¼NW¼, Section 21.)

Parcel No. 3:

Section 22: S½NW¼, N¼SW¼, SW¼SW¼,

Parcel No. 4:

Section 29: Lot 1

Parcel No. 5:

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 20: SE¼NE¼, SW¼NE¼, SE¼NW¼, NE¼SW¼, Lots 3 and 4, EXCEPTING THEREFROM the following tracts:

MICACORRELL - Continued -

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CONTINUATION

Order Number: GG-04096

- A. Beginning at the Northeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 20; Thence West 1580 feet; Thence South 24°15' West 206.1 feet; Thence East 1664.6 feet; Thence North 187.96 feet to THE POINT OF BEGINNING.
- B. Beginning at the Northeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 20; Thence South 187.96 feet; Thence West 1664.4 to THE POINT OF BEGINNING; Thence South along the East bank of Snake River approximately 700 feet to a stone marker; Thence Easterly along a row of poplar trees about 735 feet; Thence Northerly about 630 feet; Thence West 735 feet to THE TRUE POINT OF BEGINNING.

Parcel No. 6:

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, GOODING
COUNTY, IDAHO

Section 22: NW $\frac{1}{4}$ of the NW $\frac{1}{4}$

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EXHIBIT B
TO
MORTGAGE

Personal Property

(ATTACHED HERETO)

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Boise-152765.3 0021392-00001

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EXHIBIT B

FINANCING STATEMENT SUMMARY

Name Tom & Leanne Ambrose - Sand Springs Ranch
 County, State Gooding County, Idaho
 Acres 1,535.83
 Loan Amount \$3,000,000

POWER UNIT				PUMP UNIT			
PUMP SITE	MANUFACTURER	NOM. POWER	FRAME NUMBER	MANUFACTURER	TYPE	MODEL #	SERIAL #
Well #1	US Motors	100 hp	A444UP	Vent-Line	Turbin	12FHM	D20007
Well #2	US Electric Motors	250 hp	1006PH	Vent-Line	Turbin	14PH	D30544

PIVOTS		
PUMP SITE	MANUFACTURER	SERIAL NUMBER
1/2 Pivot	Reinke - Model E-80 - 10 Tower	583 1040
Large Pivot - Southwest Pivot	Valley - 11 Tower	1811216 REV H
Small Pivot - Southeast Pivot	Pierce Pivot - 5 Tower	Sand Springs Pierce #40
Northeast Pivot	Pierce Pivot - 10 Tower	Sand Springs Pierce

OTHER IRRIGATION EQUIPMENT	
DESCRIPTION	QUANTITY
Buried Mainline	5 1/4 miles
Above Ground Mainline	3/4 miles
Hand Line	8 Miles
Wheel Line	None

LIVESTOCK EQUIPMENT	
DESCRIPTION	QUANTITY
Manual Squeeze Chute	1
Calf Table	1
12' Livestock pens	25
Metal Gates	15

OTHER EQUIPMENT			
Make/Model	Year/Buy	Capacity	Serial Number
Fairbanks Scale		20,000 lbs.	Shop # 1275E

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EXHIBIT C
TO
MORTGAGE

Water Rights

(ATTACHED HERETO)

WATER RIGHT SUMMARY

Sand Springs Ranch
Gooding County, ID

State Of Idaho. Water Rights

Section	Source	Amount (CFS)	Annual Amount (Acres Feet)	Primary Water Right Acres	Priority Date	Water Right Number	Permittee Name
21, 22	Ground Water	1.34	288.00	67.00	March 11, 1974	38-7453 ✓	A N Ambrose
21, 22	Ground Water	5.49	1,680.00	420.00	March 3, 1971	38-7163 ✓	A N Ambrose
20, 21, 29	Springs	3.30		157.00	January 1, 1942	38-15159 ✓	A N Ambrose
16, 17, 20, 21	Sand Springs Creek & Springs		60.00		January 1, 1942	38-15160 ✓	A N Ambrose
17, 20	Sand Springs Creek	2.84	536.00	134.00	November 5, 1915	38-2016 ✓	A N Ambrose
16, 17, 21	Ground Water	4.20		235.00	July 10, 1970	38-7136 ✓	A N Ambrose
16, 17, 21	Ground Water	0.50		235.00	March 11, 1974	38-7452 ✓	A N Ambrose
Total Acres				1,013.00			

North Side Canal Company. Water Rights

Section	Source	Number of shares PRIMARY	Number of shares Supplemental	Water Right Acres	Priority Date	Certificate Number	Permittee Name
17	North Side Canal Co.	60.00				22396	Sand Springs Ranch & Company
17	North Side Canal Co.	20.00	30.00			19809	The Neal & Leona Ambrose Trust
22	North Side Canal Co.	31.00		40.00		23897	Sand Springs Ranch & Company
Total Acres		111.00	30.00	40.00			

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Form 42-2002-11076a July, 1999

RECEIVED

AUG 27 2003

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

Department of Water Resources

RECEIVED
AUG 26 2003Department of Water Resources
Southern Bank

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 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
36-7453			36-7136		
36-7163			36-7452		
36-15159					
36-15160					
36-2016					

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**.

Name and Address of Former
Owner/Claimant(s)

A. N. Ambrose

New Owner/Claimant(s)

Sand Springs Ranch & Co.

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

P.O. Box 47

City, State and ZIP Code

Seaside, OR 97138

New Telephone Number

()

Date you acquired the property

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See file # 36-2016 for support data

- 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	_____	_____

Sand Springs Ranch & Co.

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

By Tom N. Ambrose, Partner

by LeeAnn Ambrose, Partner

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 P. SKINNER Date 8/26/2003 Fee \$175.00
 Receipted by P. SKINNER Date 8/26/2003 Receipt No. 5026078
 Processed by _____ AJ Date _____ WR _____ Date _____

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OCT 07 2003

163537

1103537

Recorded at the request of
Benoit, Alexander, Sinclair,
Harwood & High
126 2nd Avenue North, P.O. Box 366
Twin Falls, Idaho 83303-0366

Mail original to Benoit, Alexander,
Sinclair, Harwood & High

STATE OF IDAHO COUNTY OF GOODING

Filed for record at the request of Tom Ambrose17 min. past 9 o'clock A. m. this 5thof December, 1995 36.00by Funny Watson Deputy

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PERSONAL REPRESENTATIVE'S DEED

LEONA AMBROSE, Personal Representative of the Estate of A. NEAL AMBROSE, deceased, and LEONA AMBROSE, a widow, GRANTORS, hereby convey unto SAND SPRINGS RANCH & COMPANY, an Idaho General Partnership, whose address is P.O. Box 247, Wendell, Idaho, the following described premises situated in Gooding County, Idaho:

PARCEL 1:

Township 8 South, Range 15 East of the Boise Meridian

Section 32: $E\frac{1}{2}SE\frac{1}{4}$ Section 33: $SW\frac{1}{4}$

a. Except 25 feet for highway off the East side of said $SW\frac{1}{4}$ as acquired by Decree out of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Gooding, Wendell Highway District, Plaintiff vs. Fred J. Schroeder et al, dated May 30, 1917 and filed June 15, 1917 and recorded in Book 1 of Judgments Page 444, records of Gooding County, Idaho.

b. Part of the $NW\frac{1}{4}SW\frac{1}{4}$ described as follows: Beginning at the West quarter corner of Section 33; thence South 337.00 feet; thence East 637.3 feet; thence North 337.00 feet; thence West 637.3 feet to the point of beginning.

PARCEL 2:

Township 8 South, Range 14 East of the Boise Meridian, Gooding County, Idaho

Section 13: $S\frac{1}{2}SW\frac{1}{4}$; Excepting therefrom the following described parcel of land; Beginning at a point on the West line of said Section 13, from which the Southwest corner of said section bears South $0^{\circ}01'$ East, a distance of 292.43 feet; thence North $0^{\circ}01'$ West along said West line, 1028.73 feet; thence South $89^{\circ}51'$ East 871.00 feet to the center of the W-9 Irrigation Canal; thence South $26^{\circ}40'$ West along the center of said canal 906.60 feet; thence South $65^{\circ}00'$ West

PERSONAL REPRESENTATIVE'S DEED\1

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along the center of said canal, 511.76 feet to the point of beginning.

Section 24: N $\frac{1}{2}$

Including all water appurtenant to the land.

PARCEL 3:

In Township 8 South, Range 15 East of the Boise Meridian, Section 2; that part of the NW $\frac{1}{4}$ described as follows: Beginning at the Southwest corner of said NW $\frac{1}{4}$; thence East to the center of said Sec. 2; thence North along the Half Section line 1234.5 feet to the South line of the Idaho Southern Railroad right of way; thence Northwesterly along the South line of said right of way to the West line of said NW $\frac{1}{4}$; thence South along the West line thereof 1986 feet to the point of beginning, together with all water appurtenant to the land.

PARCEL 4:

That part of Lots 3 and 4 lying North of the South boundary of the abandoned Idaho Southern Railroad Grade Section 2, T. 8 S., R. 15 E.B.M., Together with all water appurtenant to the land.

PARCEL 5:

E $\frac{1}{2}$ NW $\frac{1}{4}$, Section 29, Twp. 8 S., R. 15 E.B.M. Together with all water appurtenant to the land.

PARCEL 6:

Township 8 South, Range 14 East of the Boise Meridian, Gooding County, Idaho

Section 4: S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; Lots 3 and 4

Section 5: Lots 1 and 2; S $\frac{1}{2}$ NE $\frac{1}{4}$;

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

Including all water appurtenant to the land.

PARCEL 7:

NE $\frac{1}{4}$, NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 32, Township 8 South, Range 15 E.B.M., Together with all water appurtenant to the land.

PARCEL 8:

Township 7 South, Range 15 East of the Boise Meridian

Section 28: SW $\frac{1}{4}$, excepting therefrom:

a. A strip across the West side thereof, said strip being 203.5 feet wide on the North end and 202.8 feet wide on the South end and

b. Strip of land 60 feet in width for highway purposes across E $\frac{1}{2}$ SW $\frac{1}{4}$ Section 28, Twp. 7 S.R. 15 E.B.M., as set forth in deed to State of Idaho dated October 2, 1958 and recorded December 11, 1958 in Book 49 Deeds Page 385, records of Gooding County, Idaho.

PERSONAL REPRESENTATIVE'S DEED\2

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Together with all existing irrigation mainline, a 150 HP pump and motor situate thereon. Also together with 350-40 foot sections of aluminum handline, with risers and valves and all crops growing thereon.

PARCEL 9:

NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 29, Township 8 South, Range 15 E.B.M., containing 40 acres, more or less, excluding any and all shares of water in the North Side Canal Co., Ltd., which may be appurtenant thereto.

PARCEL 10:

Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), Section Thirty Four (34), Township Seven (7) South, Range Fifteen (15) E.B.M.

PARCEL 11:

SE $\frac{1}{4}$, Section 33, Township 8 South, Range 15 E.B.M., Gooding County, Idaho.

PARCEL 12:

E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 29: E $\frac{1}{2}$ NW $\frac{1}{4}$, Section 32: All in Township 8 South, Range 15 E.B.M.

Together with all Improvements and Water Rights thereto appertaining, including the water license 367100 for 4.8 cubic feet of Subterranean waters issued by the Idaho Department of Reclamation.

PARCEL 13:

Lot 3 and SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 4, Twp. 9 S. R. 15 E.B.M.

PARCEL 14:

Township 8 South, Range 15, E.B.M., Section 29: SW $\frac{1}{4}$ NE $\frac{1}{4}$. Together with 40 shares of the North Side Canal Company.

PARCEL 15:

SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, Township 7 South, Range 15 East, Boise Meridian. Together with all improvements and water rights thereto appertaining, including the water permit 367103 for 1.6 cubic feet of Subterranean waters issued by the Idaho Department of Reclamation.

PARCEL 16:

A tract of land in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, Township 7 South, Range 15 East, Boise Meridian, Gooding County, Idaho, more particularly described as follows:
Beginning at the Southeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$: thence N 0°02' W along the East boundary of said Section 34 for a distance of 623.6 feet; thence S 66°49' W, 136.0 feet; thence S 71°55' W, 147.7 feet; thence S 79°42' W, 100.0 feet; thence

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N 86°39' W, 295.9 feet; thence S 0°06' E, 517.3 feet to the Southerly boundary of said NE¼SE¼; thence S 89°32' E along said South boundary, 659.6 feet to the point of beginning, containing in all, 7.97 acres, more or less.

Together with all Improvements and Water Rights thereto appertaining, including 10 shares of stock of the North Side Canal Company.

PARCEL 17:

Lots 1 through 8, Block 5. Lots 1, 2, East 20½' of Lot 3, Block 16, All in Wendell Townsite.

PARCEL 18:

The following described land in the City of Wendell, located in Township 7 South, Range 15 East of the Boise Meridian Section 33: That part of the SE¼ of the SW¼ described as follows: Lots 9, 10, 11, 12, 14, 15, 16 South of Railroad Spur Block 126, Wendell Townsite. Beginning at the Southeast corner of Block 126 Townsite of Wendell, according to the plat thereof on file in the office of the County Recorder of Gooding County, Idaho, thence South 50 feet, thence West parallel with the South line of said Block 126, 150 feet, thence North to the South line of the railroad spur traversing block 126 as it now exists, thence East along the South line of said railroad spur to the East line of Block 16, and thence South to the Point of Beginning.

Also a parcel of land: Beginning at the NE corner of Lot 1 Block 135 thence South along the East line of Shoshone Street, a distance of 117.87 feet to the True Point of Beginning.

Also a parcel of land: Beginning at the NE corner of Lot 1 Block 135 thence South along the East line of Shoshone Street, a distance of 117.87 feet to the True Point of Beginning, thence 30 feet South, thence West 200 feet, thence North 30 feet, thence East 200 feet to Point of Beginning, located in the Townsite of Wendell, according to the plat thereof on file in the office of the County Recorder of Gooding County, Idaho.

PARCEL 20:

Lot 1 and all that part of the South Half (S½) of the Northeast Quarter (NE¼) and the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), North of the Railroad right of way, and that part of Lot 3 lying south of the S-2 coulee of the North Side Canal Company system as same was located on December 20, 1958, all in Section 3, Township 8 South, Range 15 E.B.M.

Together with all improvements and water rights thereto appertaining, and the water license G-30251 for 75" of

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subterranean waters issued by the Idaho Department of Reclamation.

PARCEL 21:

An undivided one-half interest in and to the following described property, to wit:
Beginning at a point on the West line of Shoshone Street, from which the NE corner of Lot 1, Block 135 of the Town of Wendell, Idaho bears North 130.00 feet; thence West 190.00 feet; thence South 50.00 feet; thence East 190.00 feet; to the West line of Shoshone Street; thence North 50.00 feet, to the Point of Beginning.

PARCEL 25:

Township 8 South, Range 15 East of the Boise Meridian Section 33: S $\frac{1}{2}$ NW $\frac{1}{4}$ together with all water appurtenant to the land.

PARCEL 26:

Lots 3 and 4, Section 3: SW $\frac{1}{4}$ NW $\frac{1}{4}$, and that part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying North of the Canyon Rim.
Section 3: Lots 1 and 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, and that part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying North of the Canyon Rim, Section 4: All in Twp. 9 S. R. 15 E.B.M.
Together with all Improvements and Water Rights thereto appertaining, including the water license 21343 for 4.83 cubic feet of Subterranean waters issued by the Idaho Department of Reclamation and the Water permit 367098 for 4.67 cubic feet of Subterranean water issued by the Idaho Department of Reclamation.

PARCEL 27:

A parcel of land being part of a 5.0 acres parcel previously conveyed to Virgil L. Jenks and Barbara S. Jenks, and more particularly described as follows:
Commencing at the Northwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the Northwest corner of said 5.0 acre parcel:
Thence southerly along the Westerly boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ South 0°04' East 466.0 feet to the Southwest corner of said 5.0 acre parcel; thence Easterly along the Southerly boundary of said 5.0 acre parcel South 89°57'34" East 351.38 feet to the TRUE POINT OF BEGINNING; Thence continuing Easterly along the Southerly boundary of said 5.0 acre parcel South 89°57'34" East 115.62 feet to the Southeast corner of said 5.0 acre parcel; thence Northerly along the Easterly boundary of said 5.0 acre parcel North 0°04' West 108.32 feet; thence South 46°51'27" West 158.29 feet to the TRUE POINT OF BEGINNING, ALL IN TOWNSHIP 8 South, Range 15 East, Boise Meridian, Section 32.
The above described parcel contains 0.14 acres more or less.

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PARCEL 28:

Parcel A: Township 8 South, Range 15 East of the Boise Meridian, Section 31: NE $\frac{1}{4}$ excepting a parcel of land located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 31, Township 8 South, Range 15 East, Boise Meridian, Gooding County, Idaho, and being more specifically described as follows: Commencing at the Northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 31, Township 8 South, Range 15 East, Boise Meridian, said point being the Real Point of Beginning: Thence South 89°52'00" East 888.39 feet along the Northerly boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence Southwesterly 1301.51 feet along a curve to the left having a central angle of 53°38'54"; a radius of 1390.00 feet; a tangent of 702.88 feet and a long chord bearing and distance of South 45°25'10" West 1254.49 feet; thence North 0°04'00" West 882.62 feet along the Westerly boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ to the Real Point of Beginning. The gross area contained in this land as described above is 6.10 acres.

Parcel B: Township 8 South, Range 15 East of the Boise Meridian, Section 31: Lot 2 Except the following described Tract: Beginning at the Northwest corner of said Lot 2; thence South 521.0 feet along the West boundary of said Lot 2; thence South 89°52' East, 418.0 feet; thence North 521.0 feet to the North line of said Lot 2; thence North 89°52' West, 418.0 feet to the Point of Beginning. Lot 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$; the North 447.8 feet of Lot 4; the North 447.8 feet of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, the North 447.8 feet of the SW $\frac{1}{4}$ SE $\frac{1}{4}$; part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying South of the "S" coulee of the North Side Canal System.

Parcel C: Township 8 South, Range 15 East of the Boise Meridian, Section 31: E $\frac{1}{2}$ SE $\frac{1}{4}$.

Together with all water appurtenant to the land.

EXCEPTING THEREFROM:

A parcel of land being on both sides of the centerline of the Clear Lakes Grade Highway, Project No. RS-2709(6) Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, and being a portion of Government Lots 2, 3, and 4 of Section 31, Township 8 South, Range 15 East, Boise Meridian, and is a portion of Parcel 28B as described in that certain Warranty Deed dated May 18, 1989, recorded May 30, 1989 as Instrument No. 136804, records of Gooding County, Idaho, more particularly described as follows, to wit:

Commencing at the Southwest corner of Section 31, Township 8 South, Range 15 East, Boise Meridian which bears North 89°16'10" West - 75.0 feet from Station 68+68.10 of said Clear Lakes Grade Highway, Project No. RS-2 09(6) Highway Survey;

thence North 0°43'50" East along the West line of said Section 31 a distance of 875.0 feet to the Northwest corner of the

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South 875.0 feet of Government Lot 4 of said Section 31 which bears North 89°51'42" West - 71.94 feet from Station 77+43.89 of said Highway Survey and being the Real Place of Beginning;

thence continuing North 0°43'50" East along said West line 2569.88 feet to the Southwest corner of the tract of land as described in that certain Warranty Deed dated February 14, 1919, and recorded as Instrument No. 19712, records of said Gooding County which bears North 89°32'19" West - 25.64 feet from Station 103+13.62 of said Highway Survey;

thence South 89°15'09" East along the South line of said tract 85.64 feet to a point in a line parallel with and 60.0 feet Easterly from the centerline and radially from Station 103+13.07 of said Highway Survey;

thence along said parallel line as follows:

Southerly along a 57,235.78 foot radius curve left 1160.24 feet to a point opposite Station 91+51.68 of said Highway Survey;

South 0°42'08" East - 567.23 feet to a point opposite Station 85+84.45 of said Highway Survey;

Southerly along a 57,355.98 foot radius curve right 842.66 feet to a point in the North line of the South 875.0 feet of said Government Lot 4 that bears South 89°51'38" East from Station 77+42.78 of said Highway Survey;

thence North 89°20'55" West along said North line 131.95 feet to the Real Place of Beginning.

Highway Station Reference: 77+42.78 to 103+13.07

The area above described contains approximately 6.32 acres, 1.48 acres of which are acknowledged to be a portion of a public road.

PARCEL 29:

Township 9 South, Range 15, East of the Boise Meridian, Gooding County, Idaho
Section 5: Lot 4

Township 8 South, Range 15, East of the Boise Meridian, Gooding County, Idaho

Section 32: W $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPTING THEREFROM the following described parcel of land: Beginning at the Northwest corner of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 32; thence East along the North line of said W $\frac{1}{2}$ SW $\frac{1}{4}$, 467 feet; thence South parallel with the West line of said W $\frac{1}{2}$ SW $\frac{1}{4}$, 466 feet; thence West parallel with the North line of said W $\frac{1}{2}$ SW $\frac{1}{4}$, 467 feet to the West line of said

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W $\frac{1}{2}$ SW $\frac{1}{4}$; thence North along said West line, 466 feet to the Point of Beginning.

PARCEL 30:

Township 8 South, Range 15 East of the Boise Meridian
Section 4: That part of the NE $\frac{1}{4}$ described as follows:
Beginning at the Southwest corner of the SE $\frac{1}{4}$ of said Section 4; thence N 0°02'16" E, 2642.22 feet along the Westerly boundary of said SE $\frac{1}{4}$ to the Southwest corner of said NE $\frac{1}{4}$; thence N 0°02'16" E, 665.00 feet along the Westerly boundary of said NE $\frac{1}{4}$; thence S 79°55'00" E, 85.05 feet to the Easterly right of way boundary of State Highway No. 46; thence N 2°53'00" E, 481.50 feet along said Easterly right of way boundary; thence N 68°53'20" E, 743.06 feet along the Southerly right of way boundary of Interstate 80 Frontage Road No. 2; thence S 81°11'16" E, 164 feet along said Southerly right of way boundary to the True Point of Beginning; thence S 81°11'16" E, 828.09 feet along said Southerly right of way boundary; thence South 647 feet; thence West 650.12 feet; thence North 300.00 feet; thence N 19°32'32" W, 502.83 feet to the True Point of Beginning.

Containing 11.27 acres, more or less. This property is being conveyed without water or water rights appurtenant thereto.

PARCEL 31:

Township 8 South, Range 15 East of the Boise Meridian Section 33: N $\frac{1}{2}$ NW $\frac{1}{4}$ together with all water appurtenant to the land.

PARCEL 32:

NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 35, Twp. 7 S., Range 15 E.B.M. together with all water appurtenant to the land.

PARCEL 33:

Township 8 South, Range 14 East of the Boise Meridian
Section 17: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ and
Section 20: Part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ more particularly described as follows: Commencing at the Section corner common to sections 16, 17, 20 and 21; thence North 60°00' W, 567.61 feet to the True Point of Beginning, said point being Northeast of the Lower Dam site located on Sand Springs Creek; thence South 45°00' W, 252.7 feet to a point on the Rock Wall; thence S 3°30' East along said Rock Wall, 359 feet; thence S 81°30' West along South side of lawn 148 feet; thence N 37°00' W, 200 feet to a point on the concrete ditch; thence N 25°00' West along the north side above concrete ditch, 300 feet; thence N 23°00' W, 98 feet to the corner by TV aerial; thence N 63°00' West along the Rock Wall, 178 feet to edge of road; thence N 25°00' E, 274 feet to center line of bridge; thence N 43°00' E, 109 feet to the North side of corral fence adjacent to Sand Creek; thence 43°00' E, 42 feet along said fence; thence S 79°30' E, 79.7 feet along said fence; thence S 69°30' E, 180

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feet along said fence; thence S 50°00' E, 117.2 feet; thence S 56°00' E, 200 feet to an iron pin; thence S 15°00' E, 100 feet to the point of beginning.

That part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ more particularly described as follows: Beginning at the NE corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said section; thence S 187.96 feet; thence W 1664.4 feet to the True Point of Beginning; thence S along the East bank of the Snake River approximately 700 feet to a stone marker; thence Easterly along a row of poplar trees about 735 feet; thence Northerly about 630 feet; thence W 735 feet to the True Point of Beginning.

Subject to easements and rights of way of record.

Township 8 South, Range 14 East of the Boise Meridian.

Section 16: All of Section lying South of county road as it is now located described in Book 2 Agreements Page 380, records of Gooding County, Idaho.

Section 17: SE $\frac{1}{4}$, Lots 5 and 8

Section 20: N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, Lots 5 and 6

Part of N $\frac{1}{2}$ NE $\frac{1}{4}$ described as follows: Commencing at the NE corner of Section 20; thence West 1525 feet to a point in the center of the public road; thence South 32°15' West, 1035.6 feet; thence South 66°0' West, 300 feet; thence South 43°10' East, 462 feet; thence East 2052 feet, more or less, to the SE corner of said N $\frac{1}{2}$ NE $\frac{1}{4}$; thence North 1320 feet, more or less, to the place of beginning, and being all that portion of said N $\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 20, lying east of the public road across the Westerly portion of said subdivision.

EXCEPTING THEREFROM the following in Section 17 and 20:

- A. 50 foot strip of land for right of way across SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 17 as set forth in deed dated January 12, 1911 to Twin Falls North Side Land and Water Company, a corporation, recorded February 6, 1911, in Book 1 Deeds Page 153, Gooding County.
- B. Tract of land as deeded to Idaho Power Company, a corporation, as set forth in deed dated August 8, 1921, and recorded April 26, 1922, in Book 15 Deeds, Page 211, Records of Gooding County, Idaho.
- C. Tract of land in Lots 5 and 8 described as follows: Bounded on the South by the Section line running East and West between said Section 17 and Section 20; on the West by Snake River; on the North by the half Section line running East and West through said Section 17, on the East by the Main Rock Wall.
- D. Commencing at the Section corner common to Sections 16, 17, 20 and 21, Twp. 8 S. R 14 E.B.M. thence N 60°00' West, 567.61 feet to the True Point of Beginning, said point being Northeast of the Lower dam site located on Sand Springs Creek; thence South 45°00' W, 252.7 feet to a point on the Rock Wall; Thence S 3°30' E along said Rock Wall, 359 feet; thence South 81°30' West along South

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Side of lawn, 148 feet; thence North 37°00' W, 200 feet to a point on the concrete ditch; thence N 25°00' West along the North side above concrete ditch, 300 feet; thence N 23°00' W, 98 feet to corner of TV aerial; thence N 63°00' West along the rock wall, 178 feet to edge of road, thence North 25°00' E, 274 feet to center line of bridge; thence N 43°00' E, 109 feet to the North side of corral fence adjacent to Sand Creek; thence South 43°00' E, 42 feet along said fence; thence South 79°30' E, 79.7 feet along said fence; thence South 69°30' E, 180 feet along said fence; thence South 50°00' E, 117.2 feet; thence S 56°00' E, 200 feet to an iron pin; thence South 15°00' E, 100 feet to the point of beginning.

Section 21: N $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

EXCEPT STRIP OF LAND FOR ROAD PURPOSES AS FOLLOWS:

- A. Dated August 30, 1916 to West Point Highway District, recorded October 4, 1916, in Book 3 Deeds, page 51;
- B. Dated September 16, 1916, to West Point Highway District, recorded October 4, 1916, in Book 3 Deeds page 51, (which deeds make a road 50' wide on the East and the South sides of the NW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 21)

Section 22: S $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 29: Lot 1 EXCEPTING THE FOLLOWING:

Beginning about 1500 feet West of the NE corner of said Lot 1; thence in a southerly direction to the edge of the bluff or rimrock of Snake River; thence following said edge of the bluff or rimrock in an Easterly direction to the end of the bluff; thence in a northerly direction to the north line of said lot; thence Westerly along the latter north line to the point of beginning.

Township 8 South, Range 14 East of the Boise Meridian

Section 20: SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Lots 3 and 4 EXCEPTING THEREFROM THE FOLLOWING TRACTS:

- A. Beginning at the Northeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Sec. 20; thence West 1580 feet; thence South 24°15' West 206.1 feet; thence East 1664.6 feet; thence North 187.96 feet to the place of beginning;
- B. Beginning at the Northeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 20, thence South 187.96 feet; thence West 1664.4 feet to the Point of Beginning; thence South along the East bank of Snake River approximately 700 feet to a stone marker; thence Easterly along a row of poplar trees about 735 feet; thence Northerly about 630 feet; thence West 735 feet to the True Point of Beginning.

Together with all rights, interests, easements, hereditaments, water stock, water rights and appurtenances thereunto belonging.

PARCEL 34:

W $\frac{1}{2}$ SW $\frac{1}{4}$ Section 35, Twp. 7S. R. 15 E.B.M.

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Together with all improvements and water rights thereto appertaining, including the water permit G-33260 for 3.0 cubic feet of subterranean waters issued by the Idaho Department of Reclamation.

SUBJECT TO taxes and assessments for the year 1989 and all subsequent years, together with any and all existing easements, rights of way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show,

together with their appurtenances.

DATED this 8 day of November, 1995.

Leona Ambrose
LEONA AMBROSE, Personal
Representative of the Estate of A.
Neal Ambrose, deceased

Leona Ambrose
LEONA AMBROSE, a widow

STATE OF IDAHO)
County of Gooding) ss.

On this 8th day of November, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared LEONA AMBROSE, known to me to be the person whose name is subscribed to the foregoing instrument as Personal Representative of THE ESTATE OF A. NEAL AMBROSE, and acknowledged to me that she executed the same as such Personal Representative.

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

William Cooper
NOTARY PUBLIC
Residence: Wendell, Id
My Commission Expires: 4-28-97

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STATE OF IDAHO

County of Gooding) ss.

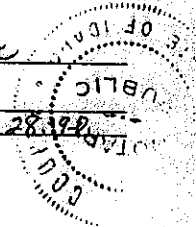
On this 8th day of November, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared LEONA AMBROSE known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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

William Cooper
NOTARY PUBLIC

Residence: Wendell, Id

My Commission Expires: 4-28-98



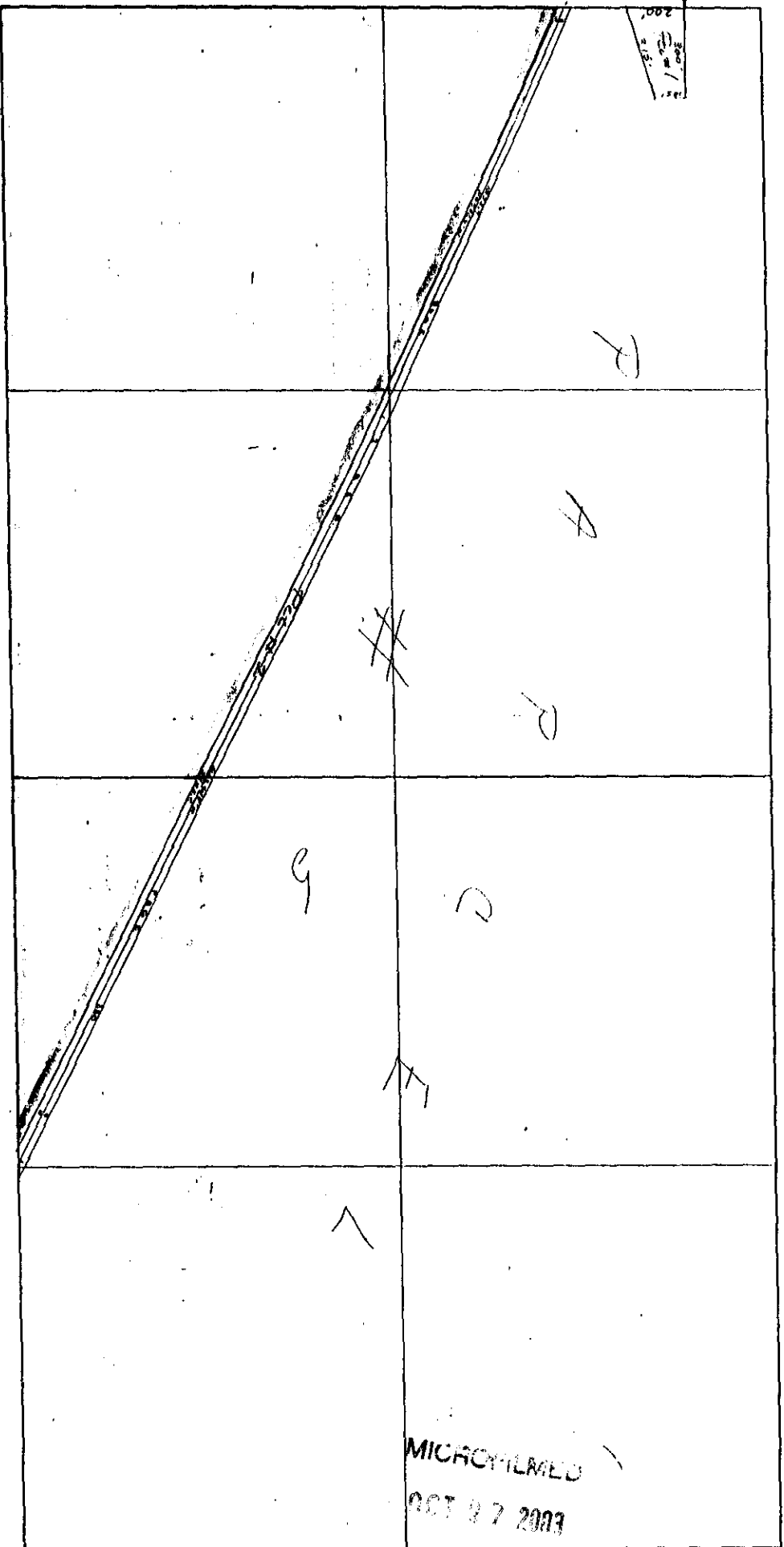
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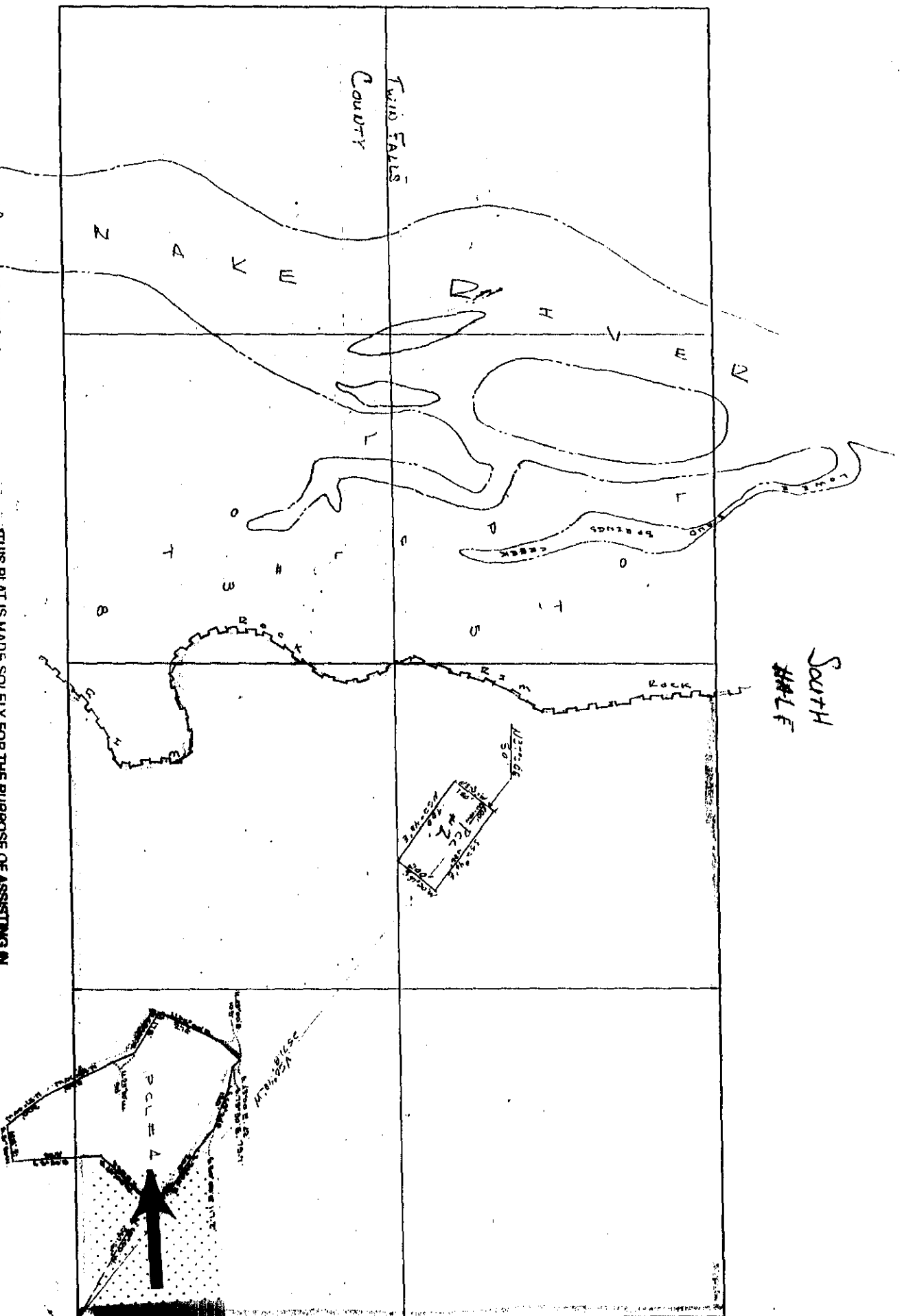
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THIS PLAT IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND, AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY.

SCALE 1"=400'



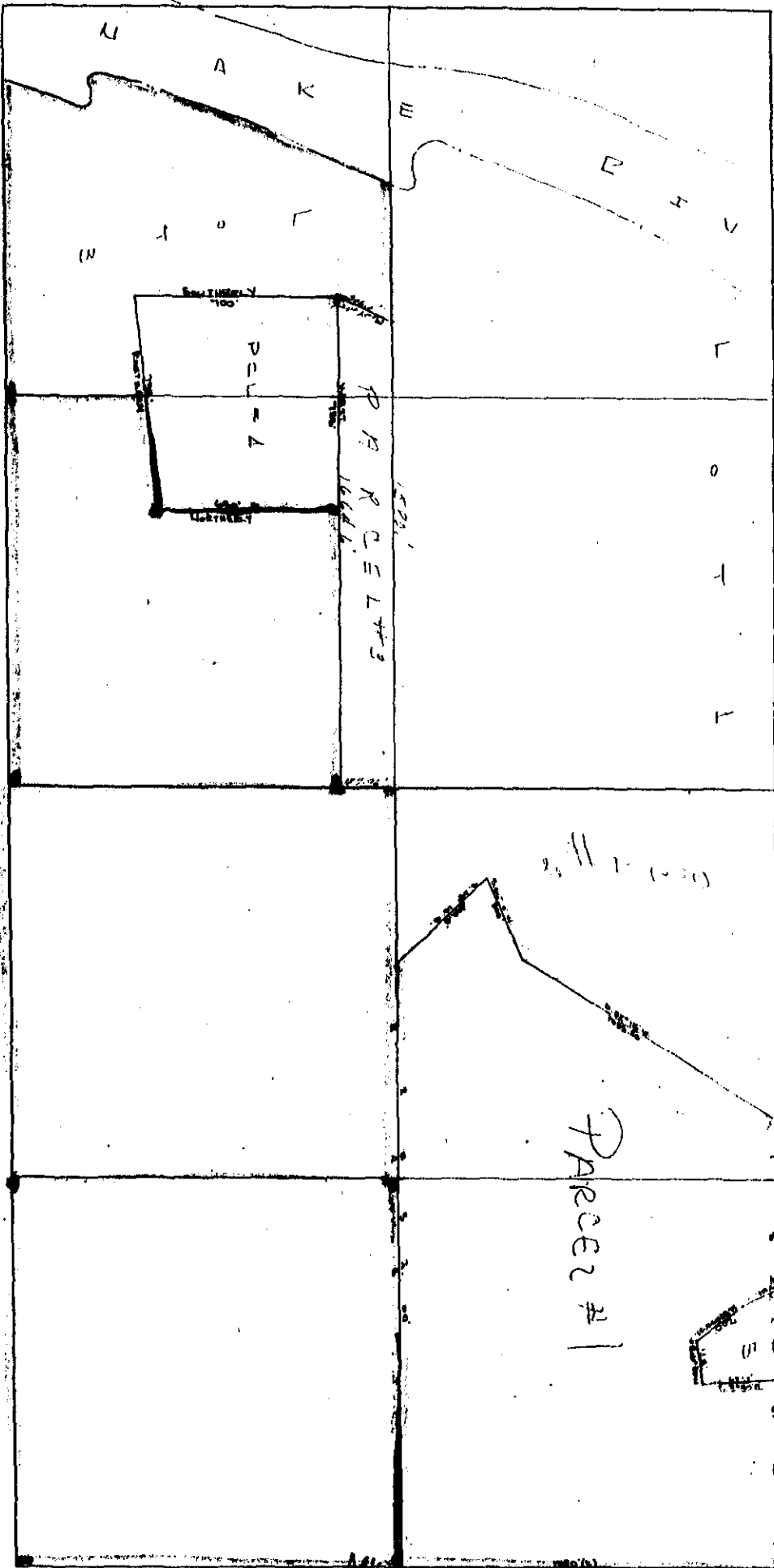
"THIS PLAT IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND, AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY."

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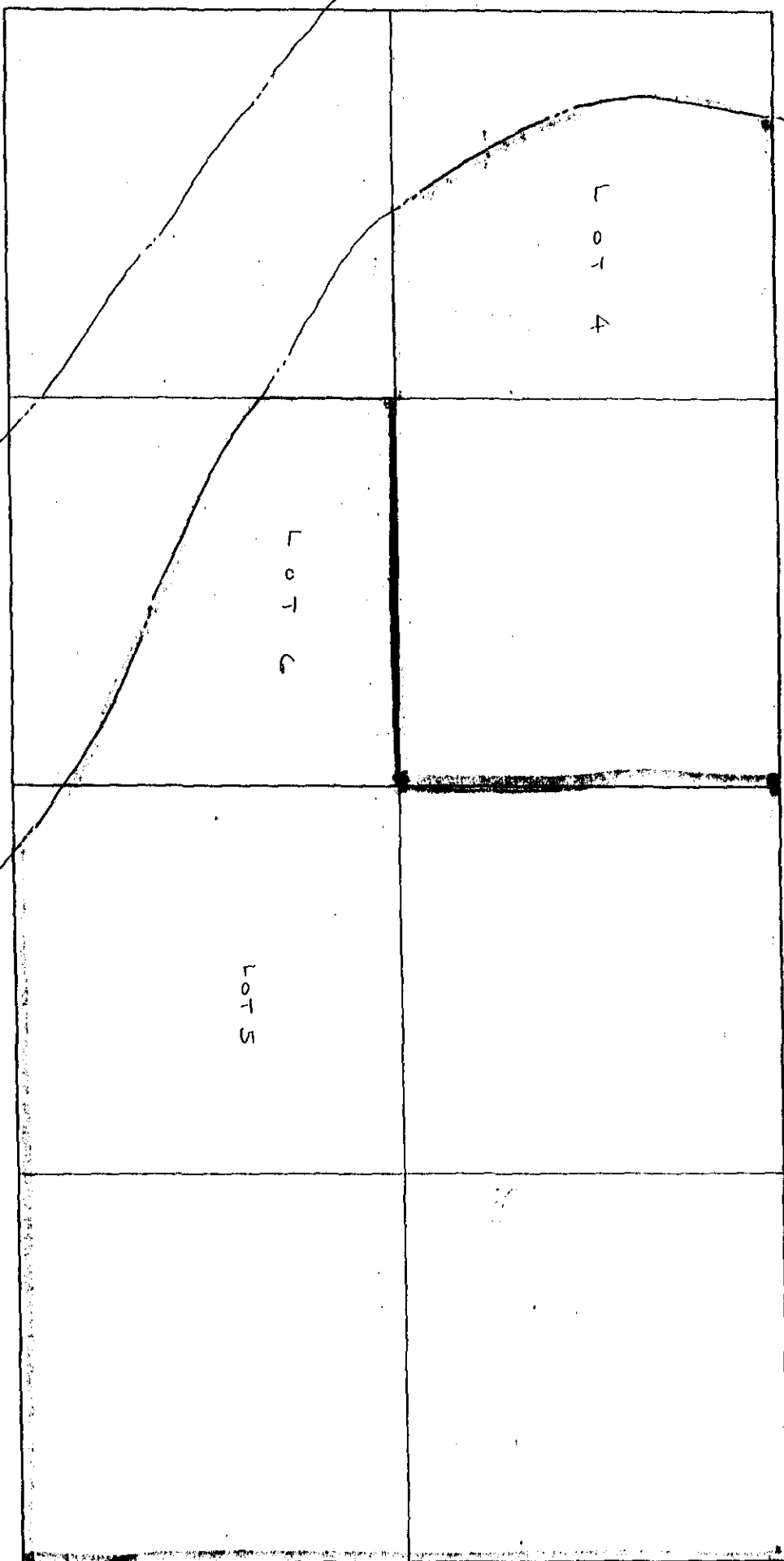


THIS PLAN IS NOT A WARRANTY FOR THE PURPOSE OF ASSISTING IN
LOCATING THE LAND, AND THE COMPANY ASSUMES NO LIABILITY
FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY.

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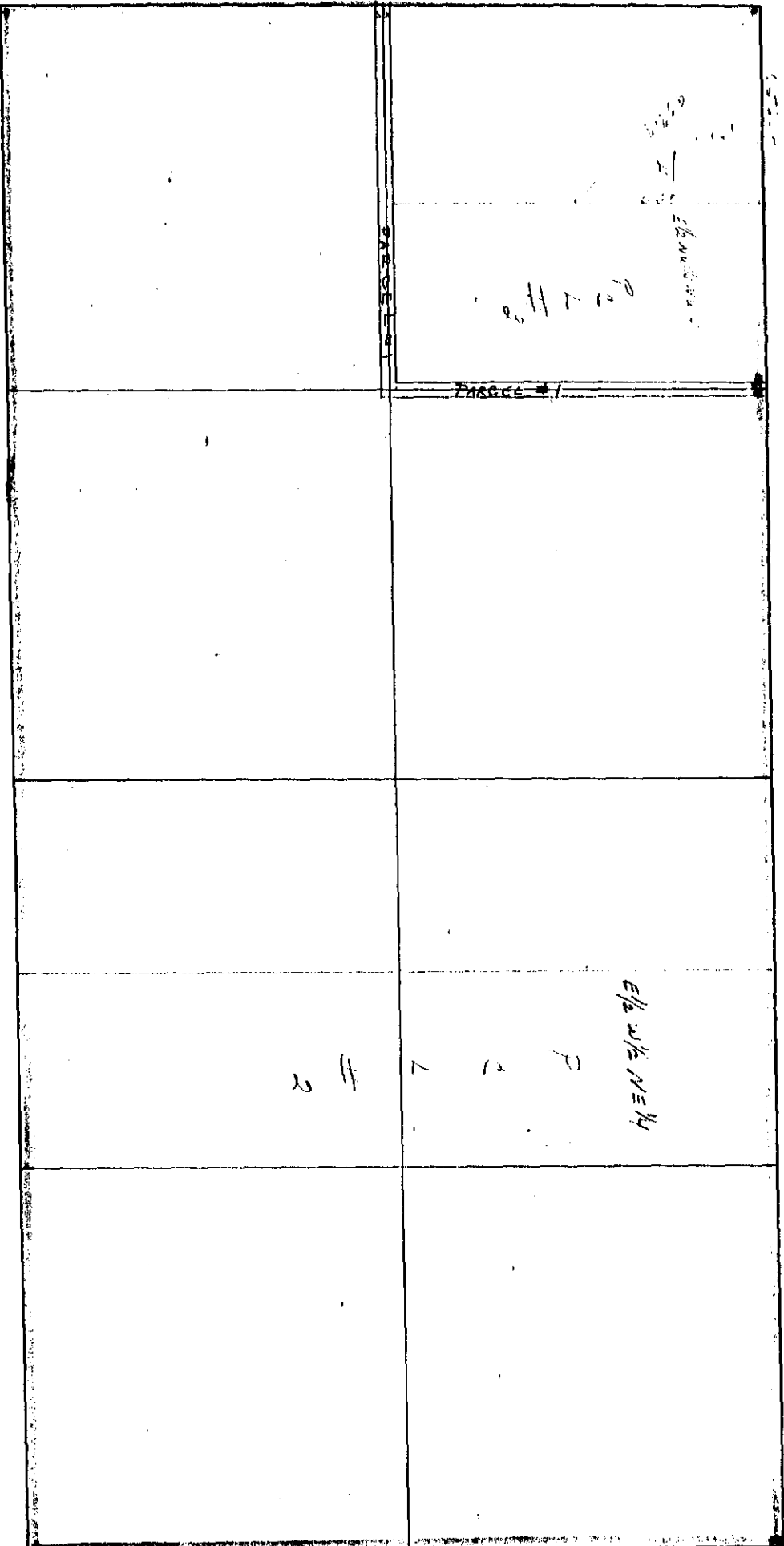


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FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY.

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LOCATING THE LAND, AND THE COMPANY ASSUMES NO LIABILITY
FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY.

SCALE 1"=400'

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LAND TITLE AND ESCROW, INC.

Gooding COUNTY

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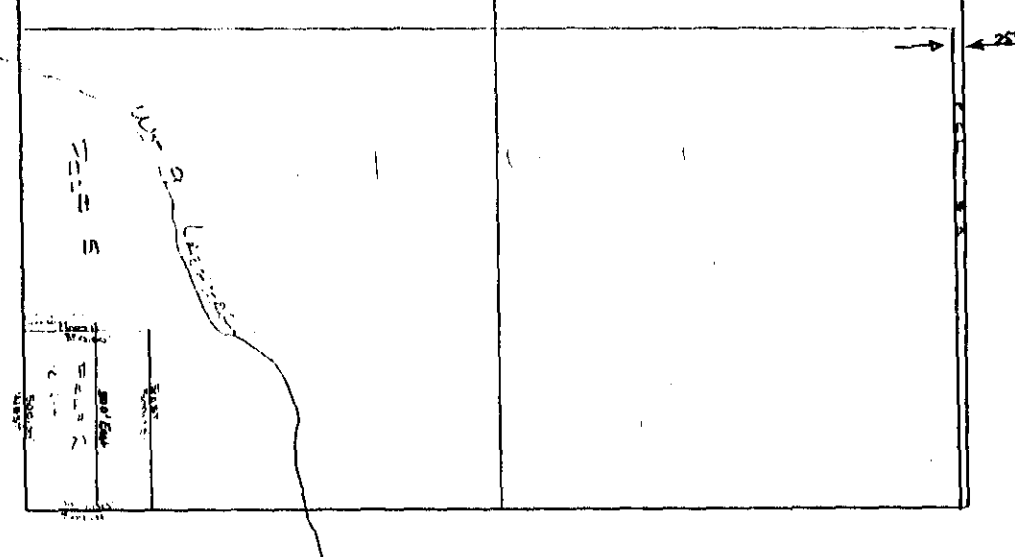
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"THIS PLAN IS NOT A GUARANTEE FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND, AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, WITH AN ACTUAL SURVEY."

ANCAC

107 52 2000

Important Information About Your Water Right

August 27, 2001

A N AMBROSE
PO BOX 247
WENDELL, ID 83355

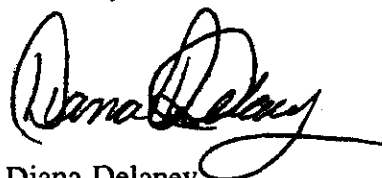
Dear Water Right Claimant(s):

The reverse side of this letter contains a copy of an ***Order Amending Irrigation Period of Use Element in Partial Decree and Incorporating into Partial Decree An Express Statment Regarding General Provisions, Nunc Pro Tunc*** (hereinafter "***Order***") for water right number 36-02016. According to Idaho Department of Water Resources (IDWR) records, you are the current owner of this water right. If you are not the current owner, please contact IDWR immediately at:

Idaho Department of Water Resources
1301 North Orchard
Boise, ID 83706
800-451-4129

The Purpose of the ***Order*** is to set forth beginning and ending dates for the irrigation period of use for this water right. As stated in the face of the ***Order***, this action was necessary following the decision of the Idaho Supreme Court in *A&B Irrigation Dist. v. Idaho Conservation League*, 131 Idaho 411, 423, 958 P.2d 568, 580 (1998). This ***Order*** also incorporates into the ***Partial Decree*** an express statement that the ***Partial Decree*** is subject to such general provisions necessary for the definition or for the efficient administration of the water right. This express statement is necessary to comply with the requirements of Idaho Code section 42-1412(6). This ***Order*** in combination with the ***Partial Decree*** that was issued for this water right on December 29, 1997, sets forth all of the elements of your water right. The Snake River Basin Adjudication (SRBA) Court suggests that you keep this document in a safe location together with a copy of the ***Partial Decree*** to show evidence of the water right. The original of this ***Order*** and the original of the ***Partial Decree*** for this water right are on file with SRBA Court. If you do not have a copy of the original ***Partial Decree***, one can be obtained by contacting the SRBA Court at (208) 736-3011. Please note that the ***Order*** is entered ***Nunc Pro Tunc***, meaning that the ***Order*** will be treated as if it were issued the same date that the ***Partial Decree*** was originally issued.

Sincerely,



Diana Delaney
Case Administrator

MICROFILMED
OCT 07 2003

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)

Water Right 36-02016

Case No. 39576)

ORDER AMENDING IRRIGATION PERIOD OF USE ELEMENT
IN PARTIAL DECREE AND INCORPORATING INTO PARTIAL
DECREE AN EXPRESS STATEMENT REGARDING GENERAL
PROVISIONS, *NUNC PRO TUNC*

A *Partial Decree* was entered for the above-captioned irrigation water right on December 29, 1997. The period of use element was decreed as "irrigation season." In *A&B Irrigation Dist. v. Idaho Conservation League*, 131 Idaho 411, 423, 958 P.2d 568, 580 (1998), the Idaho Supreme Court remanded with the directive to include specific dates for the period of use element. Following remand, IDWR filed a *Supplemental Director's Report, Reporting Area 3, IDWR Basin 36, Regarding Revision of Period of use (For Irrigation Water Uses) and Conjunctive Management General Provisions*, which included an irrigation period of use recommendation for this water right. No objections were filed to this recommendation and the time period for filing objections has now expired.

THEREFORE, IT IS ORDERED that the period of use for the irrigation element of the above-captioned water right is hereby amended and decreed as:

PERIOD OF USE: 03-15 11-15

IT IS FURTHER ORDERED that the *Partial Decree* for the above-captioned water right is hereby amended and decreed to contain the following:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the court at a point in time no later than the entry of a final unified decree. I.C. section 42-1412(6).

This order is being entered *nunc pro tunc* as of the date the *Partial Decree* was issued and is not intended to modify any subsequent administrative changes for the water right, if any, which occurred following entry of the *Partial Decree*.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Dated August 27, 2001

Roger Burdick
ROGER BURDICK
Presiding Judge
Snake River Basin Adjudication

MICROFILMED
OCT 07 2003

In Re SRBA)
)
 Case No. 39576)
)

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO

OCT 07 2003



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 27, 2003

SAND SPRINGS RANCH & CO
PO BOX 47
SEASIDE OR 97138

RE: Change of Ownership for Water Rights 36-2016, 36-7136, 36-7163, 36-7452,
36-7453, 36-15159, 36-15160

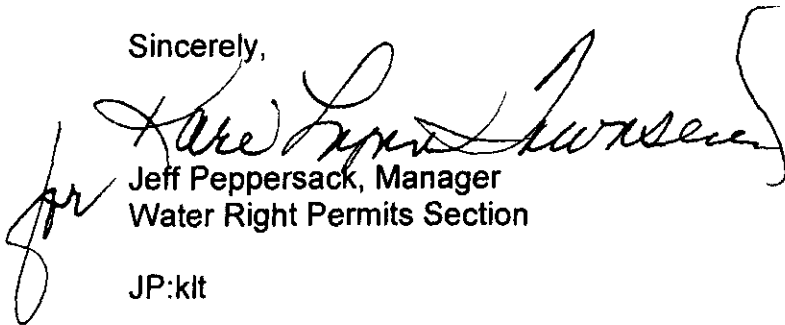
Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water rights to you. The department has modified its records to reflect the changes in ownership and has enclosed computer-generated reports for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,


Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

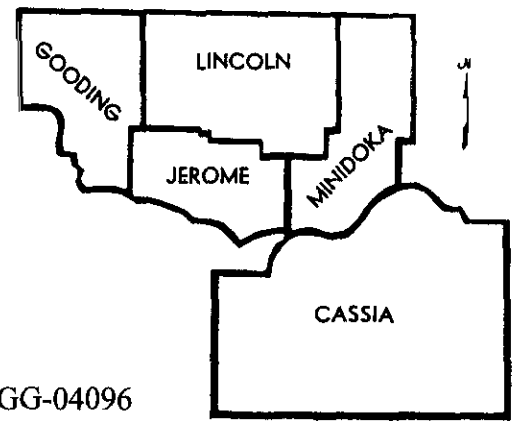
Enclosures

cc: HARVEST CAPITAL CO
675 N W 2ND AVE STE 7
CANBY OR 97013

MICROFILMED
AUG 27 2003

Land Title and Escrow, Inc.

A FULL SERVICE TITLE COMPANY



August 25, 2003

REFER TO:
OFFICE:

GG-04096
Gooding

Idaho Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301

RECEIVED

AUG 27 2003

Department of Water Resources

RE: Transfer to Sand Springs Ranch and Notation of Security Interest

Dear Cory:

Please find enclosed our check # 0166102214 in the amount of \$175.00 and check number 1051 for \$175.00 representing change of ownership and notation of security interest on the above referenced. I have also enclosed a copy of the Mortgage and the deed to change ownership. PLEASE CALL ME IF YOU NEED ANYTHING ELSE. WE WOULD LIKE TO GET THIS TAKEN CARE OF IMMEDIATELY. THANKS!

If you have any questions, please do not hesitate to call.

Very Truly Yours,

LAND TITLE AND ESCROW, INC.

Becky Shubert

Becky Shubert
(208)934-8477
P.O. Box 473, 706 Main Street
Gooding, Idaho 83330

RECEIVED
AUG 26 2003
Department of Water Resources
Twin Falls, Idaho

MICROFILMED

OCT 07 2003

BOX 177, BURLEY, IDAHO 83318
PHONE 878-3524 • FAX 878-4435

BOX 349, JEROME, IDAHO 83338
PHONE 324-3357 • FAX 324-8961

BOX 473, GOODING, IDAHO 83330
PHONE 934-8477 • FAX 934-5890

BOX 111, RUPERT, IDAHO 83350
PHONE 436-0606 • FAX 436-1199



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 21, 2003

RECEIVED

AUG 27 2003

Department of Water Resources

Becky Shubert
Land Title & Escrow
PO Box 473
706 Main Street
Gooding, ID 83330

RECEIVED

AUG 26 2003

Department of Water Resources
Southern Region

Dear Ms Shubert:

Please find enclosed a "Notice of Security Interest in a Water Right" form along with the filing fee (check #16988) that you recently filed with our office. The form is being returned because item 2A, the evidence of security interest, was not included with the form. In addition, the form lists "Sand Springs Ranch & Company" as the water right owner (item #4). However, examination of Department records reveals that "A N Ambrose" is listed as the current owner for water rights 36-7453, 36-7163, 36-15159, 36-15160, 36-2016, 36-7136, and 36-7452.

If you have any questions, or need any further assistance, feel free to contact our office at your convenience.

Sincerely,

Corey Skinner, PE
Water Resource Engineer

Enclosures

MICROFILMED

OCT 07 2003