IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 23-11240

NAME AND ADDRESS: HAMILTON LAND DEVELOPMENT
4860 W 13400 S
RIVERTON UT 84065

SOURCE: ANTELOPE CREEK TRIBUTARY: SOUTH FORK SNAKE RIVER

QUANTITY: 3.270 CFS

USE OF THIS RIGHT WITH RIGHT NO. 23-11242 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 8.22 CFS.

PRIORITY DATE: 06/01/1890

POINT OF DIVERSION:

T02N R42E S5 NESESE Within BONNEVILLE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/15 10/31	3.270 CFS

PLACE OF USE: IRRIGATION Within BONNEVILLE County

T02N R42E S05 Lot 1	NENE	15.0	T03N R42E S32	SENE	0.5
T03N R42E S32	NESE	32.0	T03N R42E S32	SESE	35.0
T03N R42E S33	SWNW	14.0	T03N R42E S33	NWSW	39.0
T03N R42E S33	SWSW	40.0			

175.5 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: Decreed

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

RIGHT NO. 23-11242 IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 23-83

WATER RIGHT NUMBER: 23-83

3/29/04 Corrections made to Q due to NOC of 23-11239, & 23-11241

Owner Type	Name and Address
Original Owner	HAROLD H FREEMAN RIRIE, ID
Original Owner	MARY J FREEMAN , ID
Original Owner	FOSTER LAND & CATTLE CO PO BOX 308 RIGBY, ID 83442 (208)243-6936

Priority Date: 06/01/1890

Basis: Decreed

Status: **Parent: SEE 23-11239 AND 23-11240**

Source: ANTELOPE CREEK

Tributary: SOUTH FORK SNAKE RIVER

Beneficial Use	From	To	Diversion Rate	Annual Volume
IRRIGATION	4/01	11/01	20.000 CFS	

Total Diversion: 20.000 CFS

Location of Point(s) of Diversion: ANTELOPE CREEK, BONNEVILLE County — NE1/4SE1/4SE1/4 Sec. 5, Twp 02N, Rge 42E, B.M.

Place of Use

IRRIGATION Within BONNEVILLE County

T02N R42E S04	NENE	16.0	T02N R42E S04	NWNE	39.0
T02N R42E S04	SWNE	40.0	T02N R42E S04	SENE	38.0
T02N R42E S04	NENW	40.0	T02N R42E S04	NWNW	33.0
T02N R42E S04	SWNW	40.0	T02N R42E S04	SENW	40.0
T02N R42E S04	NESW	40.0	T02N R42E S04	NWSW	40.0
T02N R42E S04	SWSW	40.0	T02N R42E S04	SESW	40.0
T02N R42E S04	NWSE	40.0	T02N R42E S04	SWSE	40.0
T02N R42E S05	NENE	14.0	T02N R42E S05	SENE	31.0
T02N R42E S05	NESE	28.0	T02N R42E S05	SESE	7.0
T02N R42E S08	NENE	31.0	T02N R42E S08	NWNE	3.0
T02N R42E S08	SWNE	27.0	T02N R42E S08	SENE	40.0
T02N R42E S09	NENW	40.0	T02N R42E S09	NWNW	40.0
T02N R42E S09	SWNW	40.0	T02N R42E S09	NWSW	40.0

20 cfs / 1109 Ac = 0.018 cfs/Ac

Changes to POD cfs

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 23-83

T03N R42E S32	NESE	35.0	T03N R42E S32	SESE	32.0
T03N R42E S33	SWNW	20.0	T03N R42E S33	NESW	19.0
T03N R42E S33	NWSW	40.0	T03N R42E S33	SWSW	40.0
T03N R42E S33	SESW	39.0	T03N R42E S33	SWSE	17.0

Total Acres: 1109

SEC. 32 SENE NOT CLAIMED, BUT FARMED CØS

Conditions of Approval:

Remarks:

1. General **SPLIT BY CHANGE OF OWNERSHIP: SEE RIGHT NOS. 23-11239 AND 23-11240.**

Comments:

Element Reviewed/Verified Dates:

Element	Last Reviewed Date	Reviewer	Last Verified Date	Verifier	Status

Verification Log:

Element	Date Time Stamp	Reviewer	Log text

23-00083

SPLIT BY CB 10/17/03 — SEE NOTES OF SPLIT IN CVR (PAPER).

23-11239 FOSTER

933³ AC @ 16⁸⁴ cfs

AC SPLIT BY CHANGE: 20⁰ cfs − 3¹⁶ cfs HAMILTON = 16⁸⁴ cfs FOSTER

NOTE AC CORRECTION = 896³ AC @ 0.01866 = 16⁷³ cfs

CHANGED RECOMM. 175³ AC @ 0.01866 = 3²⁷ cfs

23-11240 HAMILTON

POU BY GIS = 175⁷ AC @ 0.018 cfs/AC = 3¹⁶ cfs

POU: SAME AS 23-11242. SEE GIS LAYOUT OR SPLIT HISTORY.

POD: NESESE SEC. 5 T.2N., R42E.

AmeriTitle
Part Of The JELD-WEN Family

February 11, 2003

Alan Rubery
Department of Water Resources

Re: T-19992

Hand Delivered

Dear Alan:

This is to confirm our conversation regarding the intent of the Grant Deed to Hamilton Land Development, LLC. Tracts 1, 2 and 3 of the deed transferring title to Hamilton Land Development, LLC (recorded as Instrument No. 1110482 Bonneville County Records), does transfers all of the following property to Hamilton Land Development.

Township 3 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho:
Section 32: SE1/4NE1/4 lying East of Antelope Creek Road.
E1/2SE1/4.

Section 33: SW1/4NW1/4.
W1/2SW1/4.

Township 3 North Range 42 East of the Boise Meridian, Bonneville County, Idaho:

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

Thank you.

Sincerely,

Wendy Nelson

RECEIVED
JAN - 8 2004
Department of Water Resources

Form 42-248(6) July, 2000

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JAN 15 2004
Department of Water Resources
Eastern 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

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s).: 23-83 (Change Application #23-11240), 23-84 (Change Application #23-11242)

   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

   Western AgCredit, FLCA
   P.O. Box 95850
   South Jordan, Utah 84095

4. Name of Water Right Owner/Claimant(s) Hamilton Land Development, LLC, a Utah Limited Liability Company

5. Expiration Date of Notification Period January 1, 2019

6. Is this a Renewal of Request for Notification? ☐ YES ☑ NO

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

   Assistant Vice President

For Office Use Only

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

RECEIVED
JAN 14 2004
Department of Water Resources
Southern Region

SCANNED
JAN 09 2004

BONNEVILLE COUNTY RECORDER
1136860 DEC 1 '03 PM1212

INSTRUMENT NO. 1136860
DATE 12-1-03
INST. CODE REC
IMAGED PGS 7
FEE 24.00
STATE OF IDAHO) ss
COUNTY OF BONNEVILLE)
I hereby certify that the within instrument was recorded.
Ronald Longmore, County Recorder
By Deputy
Deputy

WHEN RECORDED MAIL TO:

Western AgCredit, FLCA
P.O. Box 95850
South Jordan, UT 84095-0850

FILE COPY
ORIGINAL IN
COLLATERAL VAULT

Loan No. 4400056501

REAL ESTATE MORTGAGE, FIXTURE FILING AND SECURITY AGREEMENT

THIS MORTGAGE is made this **21st** day of **November, 2003** between

HAMILTON LAND DEVELOPMENT, LLC, a Utah Limited Liability Company

hereinafter called **"Mortgagor"**, and Western AgCredit, FLCA hereinafter called **"Mortgagee"**, a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business in South Jordan, Utah.

WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County of BONNEVILLE, State of IDAHO:

FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called **"Water Assets"** (hereafter collectively referred to as the **"Property"**). References to **"water"** and **"water rights"** are used herein in the broadest and most comprehensive sense of the term(s). The term "water" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual rights or otherwise, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easements, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

b. All stock, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any water or other Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

c. All licenses, permits, approvals, contracts decrees, rights and interest to acquire or appropriate any water or other Water Assets, water bank or other credits evidencing any right to water or other Water Assets, to store, carry, transport or deliver water or other Water Assets, to sell, lease, exchange, or otherwise transfer any water or other Water Asset, or to change the point for diversion of water, the location of any water or Water Asset, the place of use of any water or Water Asset, or the purpose of the use of any water or Water Asset;

d. All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any water or Water Asset;

e. All storage and treatment rights for any water or any other Water Asset, whether on or off the Property or other property of Mortgagor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any water or any water or any other Water Asset;

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f. All transport, carry, allocate or otherwise deliver water or other Water Assets by any means wherever located;

anties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related d water reallocation rights, all insurance policies regarding or relating to any Water Asset;

rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

Absolute Assignment of All Revenue From Water Assets - Mortgagor hereby absolutely and unconditionally assigns to Mortgagee all proceeds, rents, issues and profits from any use (apart from watering plants on the Property or other ordinary use on the Property), nonuse, sale, lease, transfer or disposition of any kind of any water or any other Water Asset subject to a lien in favor of Mortgagee. That assignment shall be perfected automatically without appointment of a receiver or Mortgagee becoming a mortgagee in possession and Mortgagee shall have the right, before or after the occurrence of any default or event of default, to notify any account debtor to pay all amounts owing with respect to those proceeds, rents, issues and profits directly to Mortgagee. Except as otherwise agreed in writing by Mortgagee, Mortgagee may apply any such collection (and any rents, issues, profits and proceeds) to any indebtedness owed to Mortgagee in any order, priority or manner desired by Mortgagee.

MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "**Rents**"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph B.3 hereof.

PERSONAL PROPERTY SECURITY AGREEMENT – All of the Property will be considered to the fullest extent of the law to be real property for purposes of this Mortgage. To the extent that any of the Property, (including without limitation any Water Assets or fixtures), is deemed to constitute, is adjudicated to be, or declared to be personal property, this Mortgage shall also be deemed to be a security agreement. Mortgagor does hereby create and grant to Mortgagee a security interest in all such personal property described herein; and further, grants to Mortgagee all of the rights and remedies of a secured party under the Uniform Commercial Code and other applicable state law, which rights are cumulative.

FIXTURE FILING – This Mortgage shall also be deemed to be a fixture filing under the Uniform Commercial Code and is to be recorded in the county real estate records.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth **(notes may contain variable or adjustable rate provisions):**

Dated	Maturity	Face Amount	Dated	Maturity	Face Amount
11/21/2003	1/1/2019	$200,000.00			

(2) The payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans advances guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; (3) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; (4) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and (5) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances, or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

A. **TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:**

1. To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements; to comply with the Farm Credit Act of 1971, as amended, and/or the regulations of the Farm Credit Administration, now existing or as hereafter amended.

2. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.

3. To provide, maintain and deliver [redacted] gagee fire and all other types of insurance of th[redacted], in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.

4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.

5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.

6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.

7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, and appraisal fees, environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.

8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.

9. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "**Contaminants**") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

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(iv) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("**Hazardous Wastes**"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the Property that are partially or entirely below the ground surface;

(v) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "**Action**") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(vi) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("**Tanks**") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

(b) Nothing herein shall be deemed to prohibit Mortgagor from (i) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("**Hazardous Materials**") or (ii) storing or treating non-hazardous wastes, so long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

(c) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

(d) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("**Claims**") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damages to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (i) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (ii) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (iii) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

(f) The term "**Environmental Law**" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (i) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on under or about the Property, or (iii) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

10. Grazing Rights. If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency, including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

(a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee:

(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

B **IT IS MUTUALLY AGREED THAT:**

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.

2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.

3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.

4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.

6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

SCANNED 23-11240 23-11242

EXHIBIT "A"

TRACT 1:

Beginning at the Southwest Corner of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 32, Township 3 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho; running thence North along the Sixteenth line of said Section 32, 1057.3 feet; thence N89°E 167 feet; thence S19°35'E 684 feet; thence S32°15'E 432.5 feet, more or less, to the West line of a County Road; thence Southerly along the West line of said County Road to the South line of said Section 32; thence Westerly along said South line to the point of beginning.

TRACT 2:

Township 3 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho

Section 32: That portion of the SE1/4 NE1/4 lying East of the centerline of Antelope Creek Road.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

a. A triangular parcel of land being on the Southwesterly side of the center line of Highway as surveyed and shown on the official plat of U.S. Highway 26 - Project No. F-6501(2) Highway Survey on file at the office of the Department of Highways of the State of Idaho, and lying in a portion of the SE1/4 NE1/4 of said Section 32, more particularly described as follows: Beginning at the Northeast Corner of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of said Section 32, approximately 1334.8 feet South from the Northeast Corner of said Section 32; thence West along the North line of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of said Section 32, 127.4 feet to a point; thence S43°31'E along a line parallel to and 100.0 feet distant Southwesterly from the centerline of U.S. Highway No. 26 - Project No. F-6501(2) Highway Survey 185.2 feet to the East line of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of said Section 32; thence North along said East line 135.7 feet to the point of beginning.

TRACT 3:

Township 3 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho.

Section 32: E1/2 SE1/4

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

a. Beginning at the Southwest Corner of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 32, Township 3 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho; running thence North along the Sixteenth line of said Section 32, 1057.3 feet; thence N89°E 167 feet; thence S19°35'E 684 feet; thence S32°15'E 432.5 feet, more or less, to the West line of a County Road; thence Southerly along the West line of said County Road to the South line of said Section 32; thence Westerly along said South line to the point of beginning.

ALSO: Township 3 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho.

Section 33: SW1/4 NW1/4 and W1/2 SW1/4 all of the property lying South and Westerly of U.S. Highway 26.

23-11240
23-11242

SCANNED
JAN 09 2004

COMMITMENT FOR TITLE INSURANCE

update #1
SCHEDULE A

Cameron Wheeler
CAMERON & COMPANY
P O BOX 335
RIRIE ID 83443

Additional Copies to:
Holden Kidwell - Gary M.

Order No. **T-19992** gc

1. Effective Date: **January 13, 2003 at 5:00 p.m.**

	Amount:	Premium:
2. Policy or Policies to be issued:		
A. **ALTA Owners Standard Coverage Policy** (10/17/92)	300,000.00	1,155.00

Proposed Insured: **HAMILTON LAND DEVELOPMENT, LLC, a Utah Limited Liability Company**
(A Reissue Credit of $50.00 is included)

B. N/A

3. The estate or interest in the land described or referred to in this Commitment and covered is: **Fee Simple.**

4. Title to the estate or interest in said land is at the effective date hereof vested in:

TRACT 1, 3, and 4:

FOSTER LAND AND CATTLE CO., a Partnership

TRACT 2:

FOSTER COMPANY, an Idaho General Partnership comprised of Brad Foster and Boyd Foster, General Partners

5. The land referred to in this Commitment is described as follows:

TRACT 1:

Beginning at the Southwest Corner of the SE1/4 SE1/4 of Section 32, Township 3 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho; running thence North along the Sixteenth line of said Section 32 a distance of 1057.3 feet; thence N89°E 167 feet; thence S19°35'E 684 feet; thence S32°15'E 432.5 feet, more or less, to the West line of a County Road; thence Southerly along the West line of said County Road to the South line of said Section 32; thence Westerly along said South line to the point of beginning.

TRACT 2:

That portion of the SE1/4 NE1/4 of Section 32, Township 3 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho, lying East of the center line of Antelope Creek Road.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

a. A triangular parcel of land being on the Southwesterly side of the center line of Highway as surveyed and shown on the official plat of U.S. Highway 26 - Project No. F-6501(2)

Highway Survey on file at the office of the Department of Highways of the State of Idaho, and lying in a portion of the SE1/4 NE1/4 of said Section 32, more particularly described as follows: Beginning at the Northeast Corner of the SE1/4 NE1/4 of said Section 32, approximately 1334.8 feet South from the Northeast Corner of said Section 32; thence West along the North line of the SE1/4 NE1/4 of said Section 32 a distance of 127.4 feet to a point; thence S43°31'E along a line parallel to and 100.0 feet distant Southwesterly from the center line of U.S. Highway No. 26 - Project No. F-6501(2) Highway Survey 185.2 feet to the East line of the SE1/4 NE1/4 of said Section 32; thence North along said East line 135.7 feet to the point of beginning.

TRACT 3:

E1/2 SE1/4 of Section 32, Township 3 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

a. Beginning at the Southwest Corner of the SE1/4 SE1/4 of Section 32, Township 3 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho; running thence North along the Sixteenth line of said Section 32 a distance of 1057.3 feet; thence N89°E 167 feet; thence S19°35'E 684 feet; thence S32°15'E 432.5 feet, more or less, to the West line of a County Road; thence Southerly along the West line of said County Road to the South line of said Section 32; thence Westerly along said South line to the point of beginning.

ALSO: SW1/4 NW1/4 and W1/2 SW1/4 of Section 33, Township 3 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho, all of the property lying South and Westerly of U.S. Highway 26.

TRACT 4:

Section 5, Township 2 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho, being more particularly described as follows: That portion of Government Lot 1 lying East of the existing County Road, which road runs more or less along the following courses from a point East along the Sixteenth line 645.4 feet, more or less, from the Southwest Corner of the NE1/4 of the SE1/4 of said Section 5, said point being the intersection of said Sixteenth line with the West right of way line of the County Road through said Section 5 (and said point not being located in this parcel); thence N21°8'W 306.3 feet; thence N2°43'E 403.9 feet; thence N16°57'W 683.7 feet; thence N4°15'E 1466.7 feet; thence N7°17'E 412.3 feet; thence N70°29'E 887.3 feet.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 1

REQUIREMENTS

Order No. **T-19992**

The following are the requirements to be complied with:

1. Payment to or for the account of the Grantors and/or Mortgagors of the full consideration for the estate or interest to be insured.

2. Pay us the premiums, fees and charges for the policy(s).

3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

5. **A copy of the Partnership Agreement and confirmation of no changes thereto for FOSTER LAND AND CATTLE CO. to determine authorized signatories.**

6. **Confirmation of no changes to the General Partnership Agreement for FOSTER COMPANY.**

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 2

Order No. **T-19992**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

B. **General Exceptions:**

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

C. **Special Exceptions:**

1. Taxes for the year 2001 and all prior taxes have been paid.
Taxes for the first half of the year 2002 are delinquent, plus penalty and interest.
Taxes for the second half of the year 2002 are a lien, now due and payable, but not yet delinquent.
(Tax No. RP03N42E329120 $5.92 full year, 2002; Affects Tract 1).
(Tax No. RP03N42E321897 $4.56 full year, 2002; Affects Tract 2).
(Tax No. RP03N42E327201 $7.74 full year, 2002; Affects Tract 3).
(Tax No. RP03N42E333673 $55.20 full year, 2002; Affects Tract 3).
(Tax No. RP02N42E050002 $672.94 full year, 2002; Affects Tract 4 and additional property).
Taxes for the year 2003 are an accruing lien, not yet due or payable.

2. Pole Line Easement given by J. L. SUMMERS and DORA SUMMERS, his wife, as Grantors to UTAH POWER & LIGHT COMPANY, a Corporation, as Grantee, dated February 16, 1948, and recorded in Book 7 at Page 327 of Leases and Contracts, records of Bonneville County, Idaho. (Affects Section 32, T3N, 42EBM - Tract 2)

3. Pole Line Easement given by HAROLD H. FREEMAN and MARY J. FREEMAN, his wife, as Grantors to UTAH POWER & LIGHT COMPANY, a Corporation, as Grantee, dated February 16, 1948, and recorded in Book 7 at Page 328 of Leases and Contracts, records of Bonneville County, Idaho. (Affects Section 32, T3N, 42EBM - Tracts 1 and 3)

4. Agreement by and between HAROLD H. FREEMAN and MARY J. FREEMAN, his wife, parties of the first part and GEORGE W. SUMMERS and IVY SUMMERS, his wife, parties of the second part, dated March 10, 1955, and recorded in Book 14 at Page 447 of Leases and Contracts on May 21, 1955 at 9:03 am, records of Bonneville County, Idaho, and Judgment and Decree, recorded in Book 12 at Page 74 of Judgement Records, records of Bonneville County, Idaho. (Affects Section 33, T3N, 42EBM and Section 32, T3N, 42EBM - Tract 3)

5. Easements, Conditions, Restrictions and Limited Access as evidenced by those certain Deeds given by HAROLD H. FREEMAN and MARY J. FREEMAN, his wife, as Grantors to the STATE OF IDAHO, as Grantee, dated June

25, 1956, and recorded in Deed Book, Bonneville County, Records:
a. 103 at Page 289 (Affects Section 33, T3N, 42EBM - Tracts 1 and 3)
b. 103 at Page 291 (Affects Section 33, T3N, 42EBM - Tracts 1 and 3)
c. 103 at Page 293 (Affects Section 33, T3N, 42EBM - Tract 3)
d. 103 at Page 295 (Affects Section 33, T3N, 42EBM - Tract 3)

6. Easements, Conditions, Restrictions and Limited Access as evidenced by that certain Quitclaim Deed given by VELMA L. SMOUT and LOY J. SMOUT, her husband, as Grantors to the STATE OF IDAHO, as Grantee, dated June 6, 1956, and recorded in Book 103 at Page 297 of Deed Records, records of Bonneville County, Idaho. (Affects Section 33, T3N, 42EBM - Tract 3)

7. Easements, Conditions, Restrictions and Limited Access as evidenced by that certain Quitclaim Deed given by RALPH H. FREEMAN and DONNA M. FREEMAN, his wife, as Grantors to the STATE OF IDAHO, as Grantee, dated June 7, 1956, and recorded in Book 103 at Page 299 of Deed Records, records of Bonneville County, Idaho. (Affects Section 33, T3N, 42EBM - Tract 3)

8. Well Agreement by and between FLOYD E. FREEMAN and BEATRICE S. FREEMAN, his wife, parties of the first part and CLEO L. FREEMAN and RACHEL FREEMAN, his wife, parties of the second part and VELMA L. SMOUT and LOY SMOUT, her husband, parties of the third part, dated August 23, 1960, and recorded in Book 20 at Page 161 of Leases and Contracts on September 1, 1960 at 2:42 pm, records of Bonneville County, Idaho. (Affects Section 5, T2N, 42EBM - Tract 4)

9. Mineral Reservations as described in that certain Corporation Warranty Deed recorded as Instrument No. 603784 on March 31, 1981 at 4:37 pm, records of Bonneville County, Idaho. (Affects Sections 32 and 33, T3N, 42EBM - Tracts 3 and 4)

10. Terms, conditions and covenants contained in that certain Agreement of Lease with FOSTER AGRO INC. & FOSTER LAND & CATTLE CO., as Lessor and WEST ONE BANK, IDAHO, N.A., as Lessee, dated September 21, 1992, and recorded as Instrument No. 836855 on September 30, 1992 at 12:04 pm, records of Bonneville County, Idaho, and the effect of any failure to comply with said terms, conditions and covenants. (Said document does not contain a legal description)

11. Seed liens, Farm laborer's liens and/or other Financing Statements filed in the Office of the Secretary of State for Idaho. (Affects All Tracts)

12. Rights of the public in and to that portion of the premises lying within Antelope Creek Road (Affects Section 32, T3N, 42EBM and Section 5, T2N, 42EBM - Tracts 2, 3 and 4)

13. Child Support, Medical Assistance, Unemployment and/or State Tax Liens, if any, filed in the Office of the Secretary of State for Idaho, pursuant to Chapter 19, Title 45 of the Idaho Code after March 26, 2003.

---------- END OF SCHEDULE B ----------

NOTES:

A. The Bonneville County Assessor's Office does not reflect an address for the subject property. If this is new construction, an address may be obtained from the Bonneville County Planning and Zoning Office if a building permit number is provided to them (208) 529-1350 Ext. 1386. (Affects Tracts 1, 2 and 3)

SCHEDULE B - SECTION 2

Order No. **T-19992**

B. The Bonneville County Assessor's Office reflects the address for the subject property to be as follows: 95 Antelope Creek Road, Ririe, Idaho 83443. (Affects Tract 4)

State of Idaho
DEPARTMENT OF WATER RESOURCES
900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 12, 2004

CLAYTON HAMILTON
HAMILTON LAND DEVELOPMENT LLC
4860 W 13400 S
RIVERTON UT 84065

RECEIVED
JAN 2 0 2004
Department of Water Resources
Eastern Region

RE: WATER RIGHTS 23-83, 23-84

Dear Mr. Hamilton:

I am returning the enclosed ownership change for additional information. Please include a plat map or survey map and return everything to Senior Agent Allen Ruberry for his review.

Respectfully,

Jennifer Crabtree

Jennifer Crabtree
Technical Records Specialist

Enclosure

7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.

8. (a) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (b) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.

(b) A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

9. In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

Signature(s):

HAMILTON LAND DEVELOPMENT, LLC, a
Utah Limited Liability Company

By: _____
CLAYTON C. HAMILTON, Manager

Notary Acknowledgment:

STATE OF Utah)
ss.
COUNTY OF Salt Lake)

On this 26th day of November, 2003 before me, the undersigned Notary Public in and for said County and State, personally appeared CLAYTON C. HAMILTON [( ) personally known to me] [( ) proved to me on the basis of satisfactory evidence] to be the person(s) who executed the within instrument as MANAGER of the Limited Liability Company therein named, on behalf of the Limited Liability Company, and acknowledged to me that the Limited Liability Company executed it.

WITNESS my hand and official seal

_____
Notary Public in and for said County and State

C. LEON NELSON
Notary Public
State of Utah
My Comm. Expires Oct 18,2005
406 W S Jordan Pkwy Ste 500
PO Box 95850 S Jordan UT 84095

DELOG AR
1-20-04

RECEIVED
OCT 17 2003
Department of Water Resources
Eastern Region

Form 42-248/42-1409(6) July, 2000

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

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

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case 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
23-83	23-11339, 23-11340	yes			
23-84	23-11241, 23-11343	yes			

2. The following **REQUIRED** information must be submitted with this form:

   A. The appropriate **FILING FEE**. See instructions for fee amounts.

   B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

   C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
   PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

   OR

   If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s): Foster Land and Cattle Co. The Foster Company
   P.O. Box 308 Rigby, Idaho 83442

4. New Owner/Claimant(s): Hamilton Land Development, LLC
   Name Connector (Check one): [ ] and, [ ] or, [ ] and/or

   New Mailing Address: 4860 W. 13400 So.

   City, State and ZIP Code: Riverton Ut. 84065

   New Telephone Number: (801) 254-6910

5. Date you acquired the property: April 14 2003

RECEIVED
JAN 20 2004
Department of Water Resources
Eastern Region

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other _____		
Total		

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other _____		
Total		

7. Signature of New Owner(s) or Claimant(s) (include title if applicable) _____ Manager
Hamilton Land Development LLC

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

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

WATER RIGHTS AND IRRIGATION SYSTEMS USE AGREEMENT

This Agreement is made and entered into this 17 day of April, 2003, by and between **The Foster Company,** an Idaho general partnership, and **Foster Land and Cattle Co.**, an Idaho general partnership, hereinafter collectively referred to as "Seller" and **Hamilton Land Development, LLC**, a Utah limited liability company, hereinafter referred to as "Buyer";

WITNESSETH:

That for and in consideration of the sale of Property from Seller to Buyer, and the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. The parties hereto entered into a real estate sale Agreement on the 7th day of April, 2003, pursuant to the terms of which Seller agreed to sell to Buyer approximately 210 acres of farm land in Bonneville County, Idaho. Seller also granted to Buyer certain options to purchase additional farm real property. The property subject to the sale and to the options is located in Bonneville County, Idaho, in Sections 32 and 33, T.3N., R.42E., and in Sections 4, 5, 8, 9 and 10 of T.2N., R.42E. The legal description of said property is attached hereto as Exhibit "A" and Exhibit "B", and hereafter referred to as the "Property ".

2. The following described water rights are appurtenant to portions of said Property, and, as claimed in the pending Snake River Basin Adjudication proceeding (an ongoing adjudication proceeding for the determination of the elements of all rights to the use of surface or ground water of the Snake River and all of its tributaries located within the State of Idaho) are used for the irrigation of about 1,109 acres thereof:

Water Right ID No.	Source	Priority	Amount
23-83	Antelope Creek	June 1, 1890	20 cfs
23-84	Antelope Creek	June 1, 1890	50 cfs

It is understood that said water rights will be the subject of review by the Idaho Department of Water Resources in connection with the processing of the ongoing Snake River Basin Adjudication Proceeding, and that there will be an opportunity as well for scrutiny of said water rights by the public and the courts. While said water rights have been used by Seller and Seller's predecessors in interest for many years for the irrigation of the irrigable portions of the "Property", Seller makes no warranties with respect to the ultimate outcome of the Snake River Basin Adjudication proceeding as to the determination of the elements of such water rights.

3. The water rights appurtenant to the approximately 210 acres deeded to Buyer have passed to Buyer. If Buyer exercises the option to purchase additional property, the applicable portions of the described water rights will pass with title to the Property as appurtenances thereto.

4. There are irrigation water delivery systems located upon the Property for the purpose of delivering water diverted pursuant to the above listed water rights to be applied for the irrigation of the Property. Such systems include reservoirs, pumps and mainline, as well as center pivot, linear and hand line sprinklers. However, the division of the parcels of land subject to the sale and the option Agreement are not consistent with the locations or configuration of any of such existing irrigation water diversion and delivery systems. Pursuant to a Lease Agreement between the parties Seller will operate all of the Property during the 2003 crop season. Thereafter, it is contemplated that Buyer will operate all of the property pursuant to lease arrangements with Seller until all options have been exercised and title to all of the property has passed to Buyer, or the options have lapsed.

5. If all of the options are not exercised by Buyer, for any reason, the parties agree to share any and all costs of operation, maintenance, repair, rehabilitation or replacement of such diversion and delivery systems pro rata, in accordance with the number of acres authorized for irrigation under the above referenced water rights to which each party holds title. Any dispute as to the need for maintenance, repairs, rehabilitation or replacement, or the timing of the diversion and use of water through such diversion and delivery systems, shall be resolved by Seller in a manner that is equitable to the parties. If Buyer disagrees with Seller's proposed resolution of the issue, the matter shall be resolved by Blair J. Grover, Esq. of Rigby, Idaho, in a manner that is equitable to the parties.

6. The Seller will take responsibility for initial payment of all costs of operation, maintenance, repair, rehabilitation or replacement of said systems, and all accounts shall remain in Seller's name until such time as title to all Property has been conveyed to Buyer. Seller shall present to Buyer copies of all bills, charges, invoices and the like evidencing such costs as soon as practicable following receipt thereof, together with an appropriate allocation of such costs according the number of acres with appurtenant water rights of each party. Buyer shall reimburse Seller for Buyer's proportionate share thereof within thirty (30) days of such notification. If all of the Property is operated as a unit under a lease, the terms of said lease shall supersede the terms of this paragraph.

7. All notices, writings, information, documents or other communications that are required or permitted to be given hereunder (a) shall be in writing; (b) shall be deemed to be given and received either (i) on the date of delivery, if personally delivered; (ii) on the third business day following mailing, if delivered by certified mail, return receipt requested; or (iii) on the next business day, if marked for next business day delivery and delivered by

guaranteed overnight express courier, such as Federal Express; (c) shall be addressed to the applicable party at the address that is indicated below for such party or as to each party at such other address that may be designated by such party in a written notice to the other party:

Seller:

The Foster Company
P. O. Box 308
Rigby, ID 83442

Foster Land & Cattle Co.
P. O. Box 308
Rigby, ID 83442

Buyer:

Clayton Hamilton, Manger
Hamilton Land Development, LLC
4860 W. 13400 S.
Riverton, UT 84065

8. Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

9. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

THE FOSTER COMPANY

By: _____
Bradley D. Foster, General Partner

FOSTER LAND AND CATTLE CO.

By: _____
Bradley D. Foster, General Partner

HAMILTON LAND DEVELOPMENT, LLC

By: _____
Clayton Hamilton, Managing Member

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 14 day of April, 2003, before me the undersigned, a notary public in and for said State, personally appeared Bradley D. Foster, known or identified to me to be one of the partners in the partnership of Foster Land and Cattle Co. and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

_____
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: _____

(seal)

LENORE J. KATRI
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 01/28/09

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 14 day of April, 2003, before me the undersigned, a notary public in and for said State, personally appeared Bradley D. Foster, known or identified to me to be one of the partners in the partnership of The Foster Company and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

LENORE J. KATRI
NOTARY PUBLIC
(seal) STATE OF IDAHO
MY COMMISSION EXPIRES 01/28/09

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 14 day of April, in the year 2003, before me a notary public in and for said State, personally appeared Clayton Hamilton known or identified to me (or proved to me on the oath of Clayton Hamilton) to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.

LENORE J. KATRI
NOTARY PUBLIC
STATE OF IDAHO
(seal) MY COMMISSION EXPIRES 01/28/09

Notary Public for Idaho
Residing at _____
My commission expires: _____

G:\WPDATA\GLM\5288-001\water2.agr.wpd:

BONNEVILLE COUNTY RECORDER
110482 APR15'03 PM 4 22

BCT T-19992

GRANT DEED

THIS INDENTURE is made this 14 day of April, 2003, between Foster Land and Cattle Co. and The Foster Company, the "Grantor", and Hamilton Land Development, LLC, whose mailing address is 4860 West 13400 South, Riverton, Utah, 84065, the "Grantee".

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's heirs and assigns forever, all of the following described property in the County of Bonneville, State of Idaho, to-wit:

See Attached Exhibit "A"

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD, the premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

INSTRUMENT NO. 110482
DATE 4-15-03
INST. CODE 200
IMAGED PGS 5
FEE 15.00
STATE OF IDAHO)
COUNTY OF BONNEVILLE) ss
I hereby certify that the within instrument was recorded.
Ronald Longmore,
County Recorder
By _____ Deputy
Request of

FOSTER LAND AND CATTLE CO.

By: _____
Bradley D. Foster, General Partner

By: _____
Boyd S. Foster, General Partner

THE FOSTER COMPANY

By: _____
Bradley D. Foster, General Partner

By: _____
Boyd S. Foster, General Partner

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 14 day of April, 2003, before me the undersigned, a notary public in and for said State, personally appeared Bradley D. Foster and Boyd S. Foster, known or identified to me to be the partners in the partnership of Foster Land and Cattle Co. and the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

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

LENORE J. KATRI
NOTARY PUBLIC
STATE OF IDAHO
(seal)
MY COMMISSION EXPIRES 01/28/09

_____
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 14 day of April, 2003, before me the undersigned, a notary public in and for said State, personally appeared Bradley D. Foster and Boyd S. Foster, known or identified to me to be the partners in the partnership of The Foster Company and the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

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

LENORE J. KATRI
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 01/28/09
(seal)

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: _____

G:\WPDATA\GLM\5288-001\grant.wpd:as

EXHIBIT "A"

TRACT 1:

Beginning at the Southwest Corner of the SE1/4 SE1/4 of Section 32, Township 3 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho; running thence North along the Sixteenth line of said Section 32 a distance of 1057.3 feet; thence N89°E 167 feet; thence S19°35'E 684 feet; thence S32°15'E 432.5 feet, more or less, to the West line of a County Road; thence Southerly along the West line of said County Road to the South line of said Section 32; thence Westerly along said South line to the point of beginning.

TRACT 2:

That portion of the SE1/4 NE1/4 of Section 32, Township 3 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho, lying East of the center line of Antelope Creek Road.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

a. A triangular parcel of land being on the Southwesterly side of the center line of Highway as surveyed and shown on the official plat of U.S. Highway 26 - Project No. F-6501(2) Highway Survey on file at the office of the Department of Highways of the State of Idaho, and lying in a portion of the SE1/4 NE1/4 of said Section 32, more particularly described as follows: Beginning at the Northeast Corner of the SE1/4 NE1/4 of said Section 32, approximately 1334.8 feet South from the Northeast Corner of said Section 32; thence West along the North line of the SE1/4 NE1/4 of said Section 32 a distance of 127.4 feet to a point; thence S43°31'E along a line parallel to and 100.0 feet distant Southwesterly from the center line of U.S. Highway No. 26 - Project No. F-6501(2) Highway Survey 185.2 feet to the East line of the SE1/4 NE1/4 of said Section 32; thence North along said East line 135.7 feet to the point of beginning.

TRACT 3:

E1/2 SE1/4 of Section 32, Township 3 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

a. Beginning at the Southwest Corner of the SE1/4 SE1/4 of Section 32, Township 3 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho; running thence North along the Sixteenth line of said Section 32 a distance of 1057.3 feet; thence N89°E 167 feet; thence S19°35'E 684 feet; thence S32°15'E 432.5 feet, more or less, to the West line of a County Road; thence Southerly along the West line of said County Road to the South line of said Section 32; thence Westerly along said South line to the point of beginning.

ALSO: SW1/4 NW1/4 and W1/2 SW1/4 of Section 33, Township 3 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho, all of the property lying South and Westerly of U.S. Highway 26.

TRACT 4:

That portion of Government Lot 1, lying East of the existing County Road, which road runs, more or less, along the following courses from a point East along the Sixteenth line 645.4 feet, more or less, from the Southwest Corner of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 5, Township 2 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho, said point being the intersection of said Sixteenth line with the West right of way line of the County Road through said Section 5 (and said point not being located in this parcel); thence N21°8'W 306.3 feet; thence N2°43'E 403.9 feet; thence N16°57'W 683.7 feet; thence N4°15'E 1466.7 feet; thence N7°17'E 412.3 feet; thence N07°29'E 887.3 feet (formerly described of record as N70°29'E).

TOGETHER WITH the following water rights registered with the State of Idaho Department of Water Resources: 16.3% Ownership Interest in Water Right No.(s) 23-83 (Change Application #23-11240) and 23-84 (Change Application #23-11242)

23-11240
23-11242

SCANNED
JAN 0 9 2004

TRACT 4:

Section 5, Township 2 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho, being more particularly described as follows: That portion of Government Lot 1 lying East of the existing County Road, which road runs more or less along the following courses from a point East along the Sixteenth line 645.4 feet, more or less, from the Southwest Corner of the NE1/4 of the SE1/4 of said Section 5, said point being the intersection of said Sixteenth line with the West right of way line of the County Road through said Section 5 (and said point not being located in this parcel); thence N21°8'W 306.3 feet; thence N2°43'E 403.9 feet; thence N16°57'W 683.7 feet; thence N4°15'E 1466.7 feet; thence N7°17'E 412.3 feet; thence N70°29'E 887.3 feet.

State of Id ıo
DEPARTMENT OF WATER RESOURCES
900 N. Skyline Dr., Sujte A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

November 17, 2003

23-84

ATTN: CHRIS
WESTERN AG CREDIT
PO BOX 95850
SOUTH JORDAN UT 84095

RE: CHANGE OF WATER RIGHT OWNERSHIP FOSTER – HAMILTON (23-83, 23-11240, 23-11242)

Dear Sir:

Our office is in receipt of the above referenced Notice of Change of Water Right Ownership and will process it by February, 2004 when the preliminary director's report for this basin is due.

Respectfully,

Jennifer Crabtree

Jennifer Crabtree
Technical Records Specialist

Enclosure

State of Id[redacted]o
DEPARTMENT OF WATER RESOURCES
900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

November 17, 2003

ATTN: CHRIS
WESTERN AG CREDIT
PO BOX 95850
SOUTH JORDAN UT 84095

RE: CHANGE OF WATER RIGHT OWNERSHIP FOSTER – HAMILTON ([redacted]-[redacted]3, 23-11240, 23-11242)

Dear Sir:

Our office is in receipt of the above referenced Notice of Change of Water Right Ownership and will process it by February, 2004 when the preliminary director's report for this basin is due.

Respectfully,

Jennifer Crabtree

Jennifer Crabtree
Technical Records Specialist

Enclosure

State of Idaho

Department of Water Resources

Eastern Region



Water Right(s):

23-11240

23-11242

Place of Use: (parts of)

T2N, R42E

Sec. 5 NENE

T3N, R42E

Sec. 32 E2SE, SENE,

Sec. 33 W2SW, SWNW

Point(s) of Diversion:

T2N, R42E

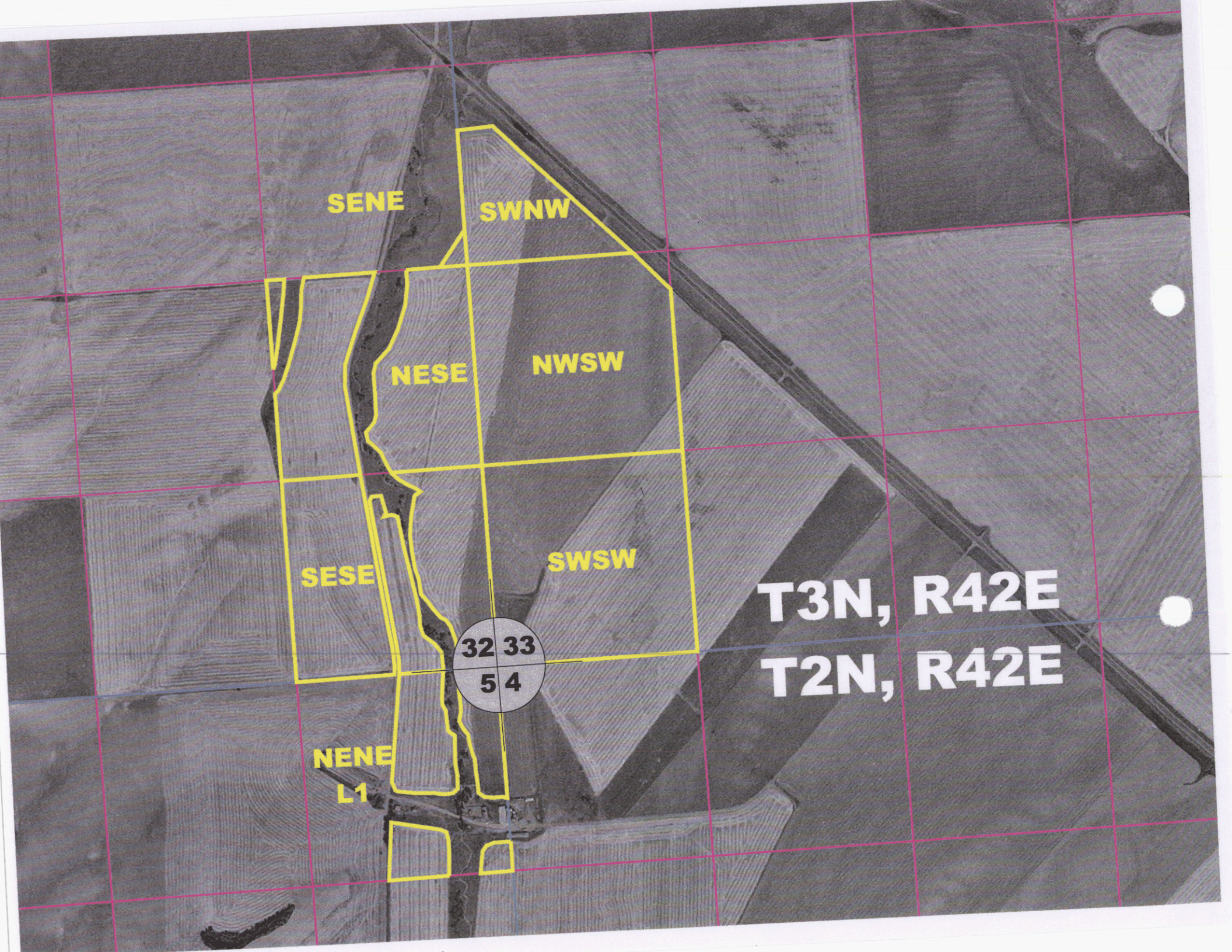
Sec. 5 NESESE

LEGEND

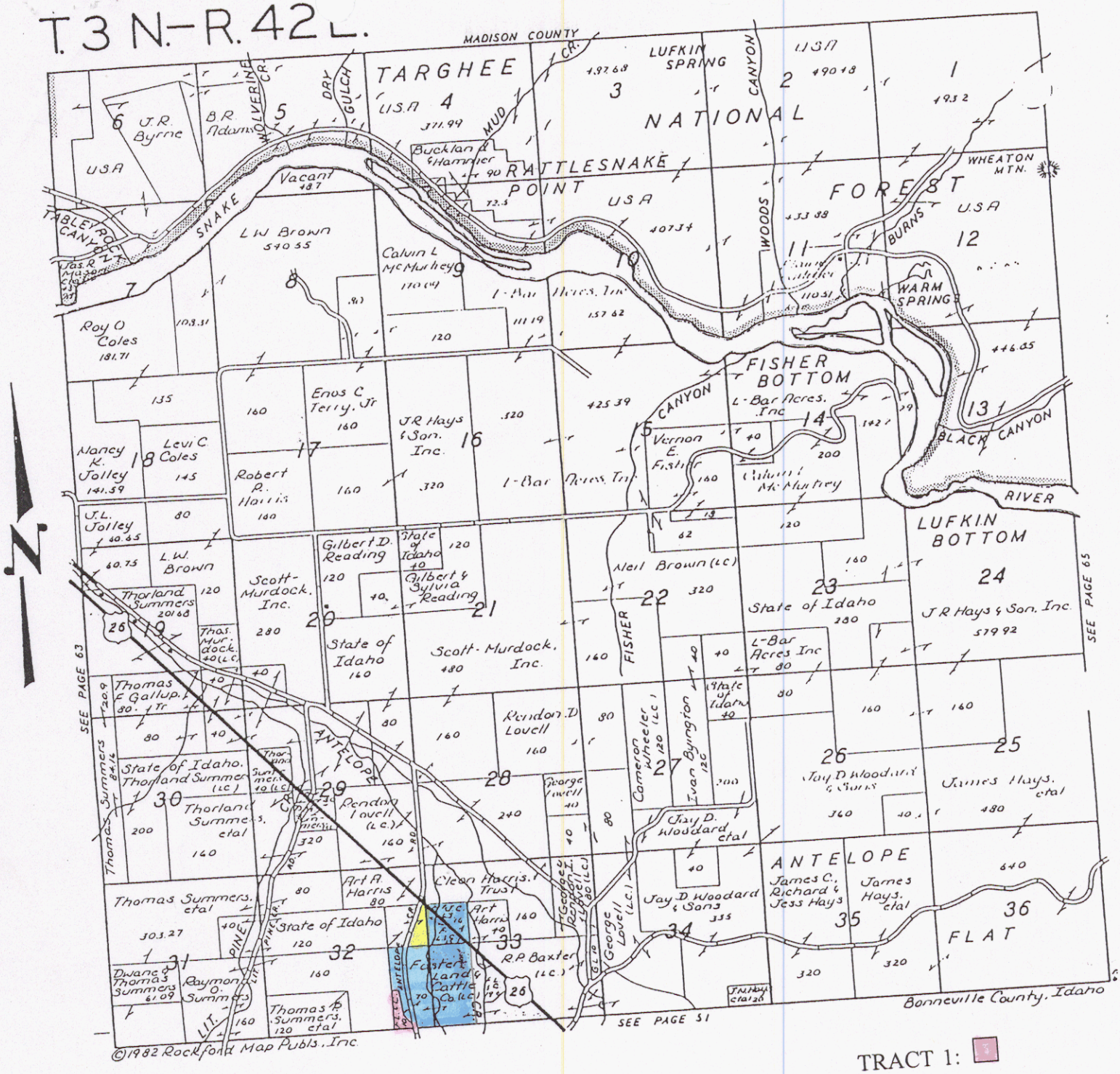
- Point of Diversion
- SESE — Place of Use
- Section
- Quarter-Quarter

N

GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: A. Ruberry
Date: February 2004


SENE
SWNW
NESE
NWSW
SESE
SWSW
32
33
5
4
NENE
L1
T3N, R42E
T2N, R42E

T. 3 N.–R. 42 E.



TRACT 1:

TRACT 2:

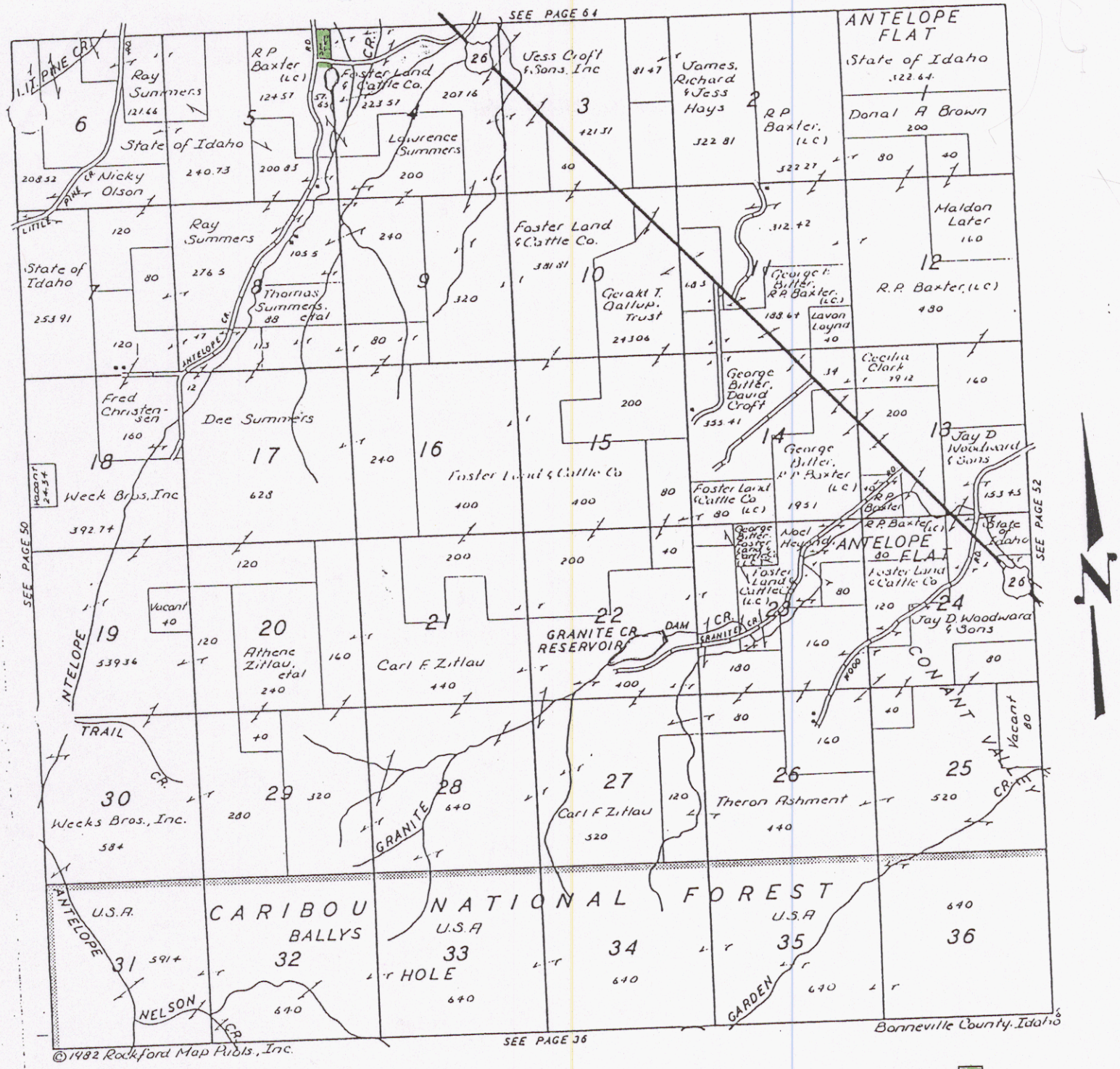
TRACT 3:

This plat is made solely for the purpose of assisting in locating said land. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

Bonneville Land & Title Co.

497 N. Capital Ave • P.O. Box 51690 • Idaho Falls, ID 83405-1690 • (208) 524-6600 • Fax (208) 524-6072

T. _ N.-R. 42 E.

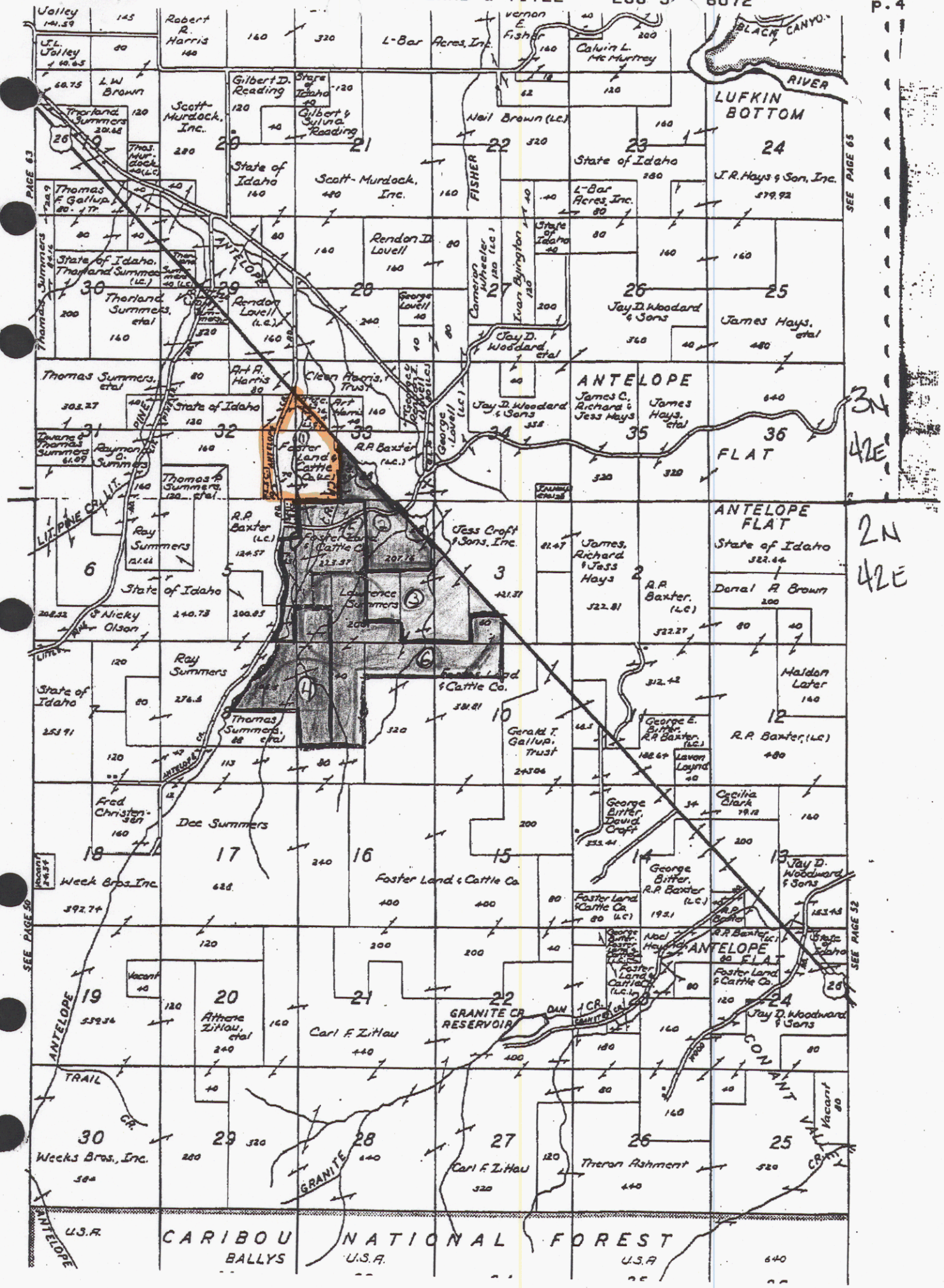


TRACT 4:

This plat is made solely for the purpose of assisting in locating said land. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

Bonneville Land & Title Co.

497 N. Capital Ave * P.O. Box 51690 * Idaho Falls, ID 83405-1690 * (208) 524-6600 * Fax (208) 524-6072


BLACK CANYON
RIVER
LUFKIN BOTTOM
FISHER
ANTELOPE
ANTELOPE FLAT
FLAT
LITTLE PINE CR
ANTELOPE TRAIL
GRANITE CR RESERVOIR
CANYON
CARIBOU NATIONAL FOREST
SEE PAGE 63
SEE PAGE 65
SEE PAGE 50
SEE PAGE 52
34 42E
2N 42E
Scott-Murdock, Inc.
L-Bar Acres, Inc.
State of Idaho
Thorland Summers
Thomas F. Gallup
Jay D. Woodard & Sons
James Hays, etal
J.R. Hays & Son, Inc.
Foster Land & Cattle Co.
R.A. Baxter (LC.)
Jess Croft & Sons, Inc.
Ray Summers
Lawrence Summers
Thomas Summers, etal
Gerald T. Gallup, Trust
Week Bros. Inc.
Carl F. Zitlau
Weeks Bros., Inc.
Theron Ashment
U.S.A.

NAPP
10676-86
07-08-98
0 10 5
800 f/5.6 FF1.6 EC+2/3 SP- v/h.02431 00% d1025.1 ds004 26.9V -62mb ER00 CAM5163
5E-626 16:09:35 07-08-98 43.6 KC027 NW6

Total acres = 1499.8

Farmable acres = 1420.7

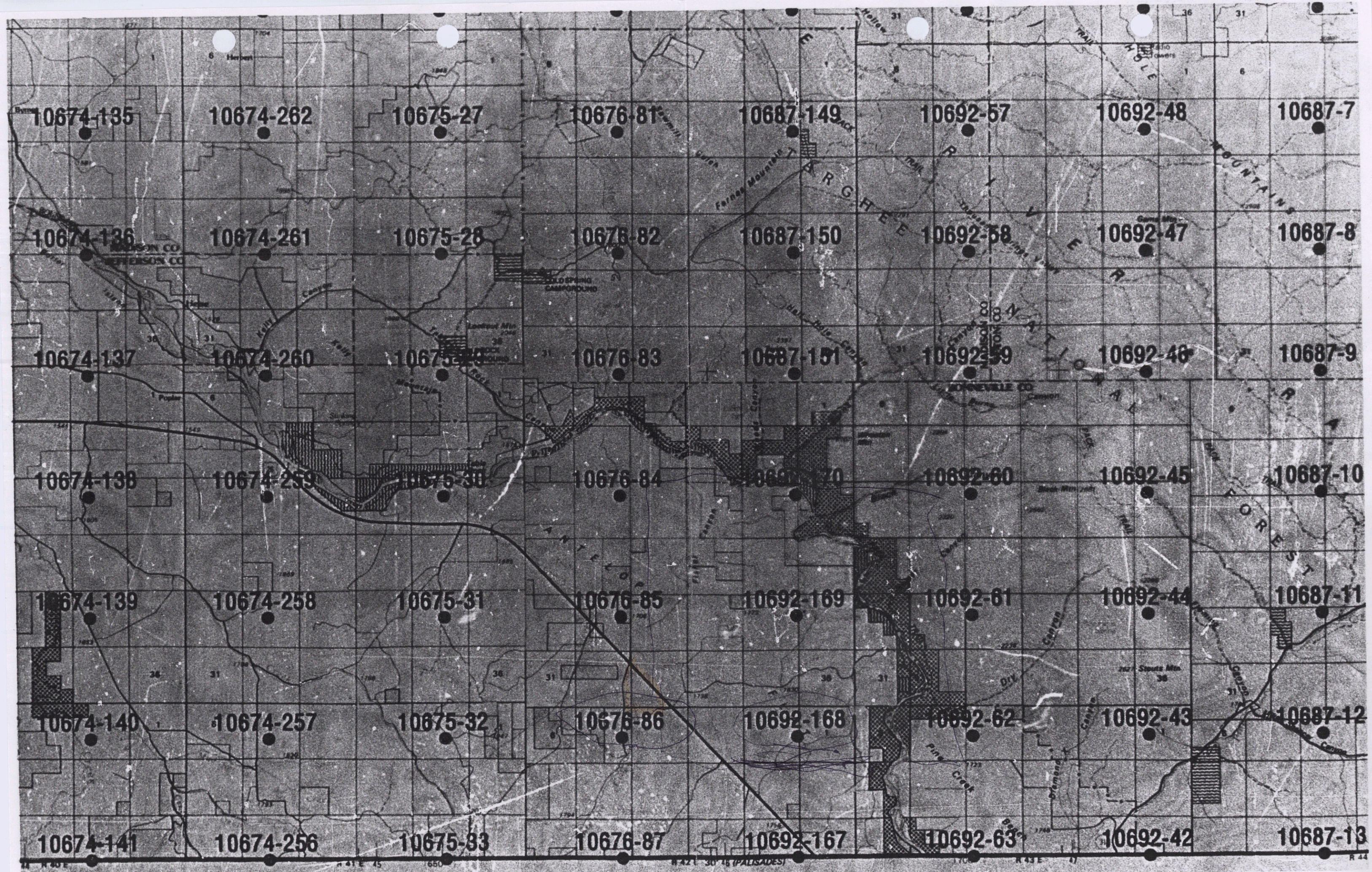
Farmable

Antelope.shp

2000 0 2000 4000 Feet

N

W E


10674-135
10674-262
10675-27
10676-81
10687-149
10692-57
10692-48
10687-7
10674-136
10674-261
10675-28
10676-82
10687-150
10692-58
10692-47
10687-8
10674-137
10674-260
10675-29
10676-83
10687-151
10692-59
10692-46
10687-9
10674-138
10674-259
10675-30
10676-84
10692-60
10692-45
10687-10
10674-139
10674-258
10675-31
10676-85
10692-169
10692-61
10692-44
10687-11
10674-140
10674-257
10675-32
10676-86
10692-168
10692-62
10692-43
10687-12
10674-141
10674-256
10675-33
10676-87
10692-167
10692-63
10692-42
10687-13
TARGHEE
NATIONAL FOREST
JEFFERSON CO
BONNEVILLE CO
FIELD SPRING CAMPGROUND