

To Whom it May Concern:

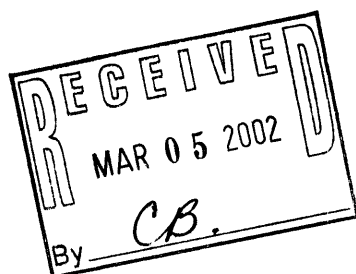
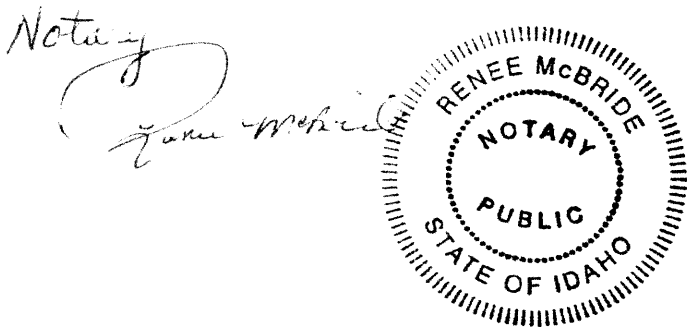
Location Of Property: SE1/4 of NE1/4, NE1/4 of SE1/4, Section 34, Township 7, Range 38

I, David Modersitzki, moved irrigation pipe on the above described property for Tom Hatch in 1961 on Haystack Mountain Farm. Tom was managing the farm in those years. Later in 1984, I put up the grass hay on the property on shares with Sam Reed who was leasing the farm at that time. In 1985 I took over the lease from Sam Reed and have been leasing Haystack Mountain Farm to the present time.

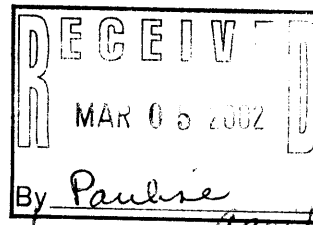
I can testify that this property was and is being irrigated by hand lines and a wheel line from a the well on Haystack Mountain Farm in 1961 and from 1984 to 2001 irrigation years.

SIGNED: David Modersitzki

DATE: 3-4-02



FARM LEASE



D.M. -
E.C.

This lease, made and entered into this 1 day of April 1986 by and between Haystack Mountain Farms, Inc., a Corporation, of Caribou County, State of Idaho hereinafter referred to as "LESSOR" and David Modersitzki and Karen Modersitzki husband and wife, of Caribou County, State of Idaho, hereinafter referred to as the "LESSEE".

IN CONSIDERATION OF THE MUTUAL COVENANTS contained herein, the parties agree as follows:

SECTION I

lessor leases to lessee the following described property, located in Caribou County Idaho and more particularly described in Exhibit "A" attached hereto and made a part here of as if more fully set forth herein. Land situated in Section 26, 34 and 35 Township 7, Range 38 E. B. 1. and dry farm land in Section 30, 39 and 38, Township 8, Range 39 E. B. 1.

SECTION II

The term of this lease is for the period beginning April 1, 1985 and terminating April 1, 1986.

SECTION III

The Lessee shall pay to the lessor as rent for use and possession of the premises THIRTY THOUSAND DOLLARS, \$30,000.00, cash in lawful United States money. The sum of \$15,000.00 shall be paid April 1, 1985 and the balance of \$15,000.00 to become due and payable December 15, 1985. In addition to the cash payment the crop from the dry farm land shall be deposited in a local elevator of mutual choice and 1/3 (one third) shall be the property of the Lessor to bargain and sell and 2/3 (two thirds) shall become the property of the lessee.

SECTION IV

During the term of this lease, the lessee shall among other things at his own cost and expense:

1—Furnish all the labor, seed, fertilizer, pesticides, herbicides necessary to properly plant, cultivate, grow and harvest on the premises in a good and husband-like manner.

2—He shall furnish the labor and equipment for the spraying of noxious weeds.

3—He will pay all charges promptly.

He shall pay for gas and oil for the equipment and the electricity and other

public utilities to premises.

SECTION V

During the term of the lease, the lessor, shall among other things, at his own cost and expense:

1-- Pay promptly as the same are due, all taxes and assessments levied or assessed against the premises and liability insurance on the premises and also on the equipment owned by the lessor. The equipment owned by the lessor must be used on the premises and cannot be used elsewhere except by written consent of the lessee.

SECTION VI

It is understood by the parties that the lessee shall have controlling control of the following machinery to plant and harvest the crops on the premises:
I.H. Tractor, Model 400 Hay baler, Weather, Combine, New Holland Hay stacker,
Two 2 ton G. M. C. Trucks, Pipe Press, Thirteen wheel Lines, three line Lines,
Two wells and Main Lines.

The Lessee shall maintain the equipment and improvements on the premises and all the facilities appurtenant to the premises in good order and repair and in a safe and clean condition as they were at the day of this lease.

SECTION VII

The lessee shall not make or permit any other person or himself to make any alterations to the premises or to any improvements thereon or facilities appurtenant thereto without the written consent of the lessor first had and obtained.
The Lessee shall keep the premises clean and clear of all liens, claims and demands for work performed, materials furnished or operations conducted thereon at the instance or request of the lessor. The Lessee shall not sub-lease any part of the premises without the consent of the lessor.

SECTION VIII

The Lessor shall permit the lessor or the lessor's agents, representatives or employees and the lessor hereby expressly retains the right, to enter the premises at any and all reasonable times for the purpose of inspection of the premises to determine whether the Lessee is complying with the terms of the lease and for the purpose of doing any lawful acts on the premises that the Lessor may be authorized to do under this lease, or that may be necessary to protect the lessor's interest in the premises or under this lease.

SECTION 1.

Nothing contained in the lease shall create or be construed as creating a partnership, joint venture or employment relationship between lessor and lessee. Neither the lessor or lessee shall be liable, except as otherwise expressly provided in this lease for any obligation or liabilities incurred in the other.

SECTION 2.

It is understood that the lessee will not assign this lease or sublet any portion of the said premises without the written consent of the lessor first and last obtained. It is also understood and agreed by and between the respective parties hereto that the stipulations, agreements, and covenants herein set forth are to extend to and bind the heirs, executors and administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the respective parties hereto have hereunto set their hands the day and year in this instrument first above written.

David Modersitzky
Loren Modersitzky
Haystack Mt Farm Inc
Elizabeth H. Calkins

Description of Land leased to David Borsnitzki & Kazimierz Borsnitzki,
husband and wife, by Hagerback Mountain Farms, Inc., a Corporation,
April 1, 1933.

Tract 1: The East half of the Northwest quarter, the South half of the Northwest
quarter, and the Southeast quarter of Section 26, Township 7, South
Range 39 E. S. N., T20N R39E S14N the following described tract:
Beginning at the Southeast corner of said Section 26, and running
thence North along the East section line 50 feet; thence at right
angles West 50 feet; thence at right angles South 100 feet, more or
less to the South line of Section 26, thence East along said South line
50 feet, more or less to the point of beginning.

All the land in Section 25 and 26, Township 7, Range 39 E. S. N. N.
belonging to Hagerback Mountain Farms, Inc.

The tract of land described above consists of approximately 625
acres of irrigated, 10 acres of dry farm and about 50 acres pasture.