

GRANT DEED**COPY**

FOR VALUE RECEIVED, **FRANKIE SUE SUTTON**, as Personal Representative of the **ESTATE OF BRET J. SUTTON**, deceased, with the Estate pending in the Seventh Judicial District in and for the County of Madison, Case No. CV-05-251, and **FRANKIE SUE SUTTON**, a widow, of 390 East 7000 South, Rexburg, Idaho 83440, collectively as to an undivided Fifty Percent (50%) interest, hereinafter "Grantors," do hereby grant and convey to **STANLEY B. SUTTON** and **PAULINE SUTTON**, as Co-Trustees, or their successors in trust, under the **STAN & PAULINE SUTTON LIVING TRUST**, dated November 24, 1999, of 578 East 7000 South, Rexburg, Madison County, Idaho 83440, hereinafter "First Grantees," an undivided Twenty-five Percent (25%) interest, and **KIRT SUTTON** and **LORI SUTTON**, husband and wife, of 864 E. 7156 S., Rexburg, Idaho 83440, hereinafter, "Second Grantees", an undivided Twenty-five Percent (25%) interest, in and to the following described property, situated in Madison County, Idaho, to-wit:

Twp. 5 N., Rge. 40 E., Boise Mer., Madison County, Idaho

- Sec. 27: S½
Sec. 28: E½SE¼ and that part of W½SE¼ lying and being East of the Railroad right-of-way
Sec. 33: NE¼ less Railroad right-of-way
Also: E½NE¼NW¼;
Also: The West 2 rods of NW¼SE¼;
Also: Commencing at a point 522 feet North of the Southeast corner of NW¼NW¼ and running thence West 50 feet; thence South 60 feet; thence East 50 feet; thence North 60 feet to the point of beginning, **together with** an easement for ingress and egress thereto 20 feet wide, the center line of which commences at a point 494 feet North of the Southwest Corner of NW¼NW¼ and running thence East 1320 feet.
Sec. 34: All

TOGETHER WITH any and all water rights, wells, pumps and irrigation systems and improvements and appurtenances thereto.

SUBJECT TO Easements of record or in existence for roads, railroads, ditches, pipelines and utilities.

THIS CONVEYANCE is subject to all the rights of Sellers under that "Contract of Sale," dated February 1, 1994, with "Notice of Purchasers Interest," recorded on February 10, 1994, as Instrument No. 250527, records of Madison County, Idaho. There is owing on the Contract of Sale three remaining amortized installments of \$109,800.00 each, due on February 1, 2007, February 1, 2008 and February 1, 2009 (with the final installment to include any balance of principal and interest then unpaid). Second Grantees are obligated to make all of those payments, when due, and to hold Grantors and First Grantees harmless of any liability thereunder.

AS A RESULT of this conveyance the property is owned, subject to the Contract of Sale above described, Twenty-five Percent (25%) by First Grantees and Seventy-five Percent (75%) by Second Grantees [who already owned Fifty Percent (50%) thereof under the Contract of Sale.]

THIS CONVEYANCE is in partial furtherance of a Real Estate Exchange Agreement dated February 10, 2006. The property included herein may be referred to as the "Hill Property" or the "Zollinger Property."

"GRANTORS"


FRANKIE SUE SUTTON,
as Personal Representative of the
Estate of Bret Sutton, deceased.

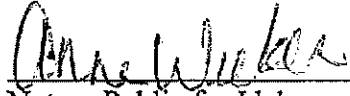

FRANKIE SUE SUTTON

Acknowledgment by Personal Representative

STATE OF IDAHO)
 ss.
County of Madison.)

On this 21st day of July, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Frankie Sue Sutton**, known to me to be the Personal Representative of the Estate of Bret J. Sutton, deceased, and acknowledged to me that she executed the same as such Personal Representative.



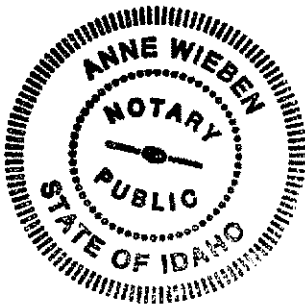


Notary Public for Idaho
Residing at Rigby
My Commission expires: 7/27/2007

Acknowledgment

STATE OF IDAHO,)
 ss.
County of Madison)

On this 21st day of July, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Frankie Sue Sutton**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.





Notary Public for Idaho
Residing at Rigby
My Commission Expires: 7/27/2007

ACCEPTED BY FIRST GRANTEES AND SECOND GRANTEES this 10th day of
February, 2006.

“FIRST GRANTEES”

Stanley B. Sutton

STANLEY B. SUTTON, as Co-Trustee
of the Stan & Pauline Sutton
Living Trust

Pauline Sutton

PAULINE SUTTON, as Co-Trustee
of the Stan & Pauline Sutton
Living Trust

"SECOND GRANTEES"

Kurt Sutter

KIRT SUTTON

Hei Sutton

LORI SUTTON

Acknowledgment by Co-Trustees

STATE OF IDAHO,)
County of Madison. ss.
)

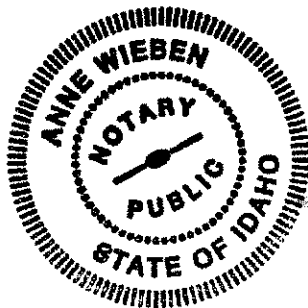
On this 26th day of July, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Stanley B. Sutton** and **Pauline Sutton**, known to me to be persons whose names are subscribed to the within instrument as the Trustees of the **STAN & PAULINE SUTTON LIVING TRUST**, and acknowledged to me that they executed the same as such Trustees.

Anne Wilson

Notary Public for Idaho

Residing at Rigby

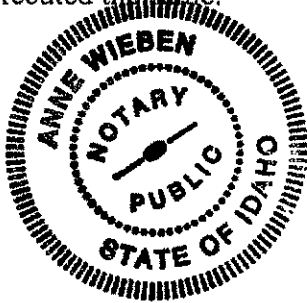
My Commission expires: 7/27/2007



Acknowledgment

STATE OF IDAHO,)
 ss.
County of Madison)

On this 24 day of July, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kirt Sutton** and **Lori Sutton**, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



A handwritten signature of Anne Wieben in cursive script, written over a horizontal line.

Notary Public for Idaho

Residing at Rigby

My Commission Expires: 7/27/2007