

RECEIVED

AUG 28 2009

FARM LEASE

THIS INDENTURE, Made and entered ^{Department of Water Resources} ~~into~~ this 1st day of January, 1988, by and between LONE PINE EQUIPMENT CO., INC., AN Idaho corporation, hereinafter referred to as the "Lessor", and LAWRENCE ROEMER, an individual, hereinafter referred to as the "Lessee".

W I T N E S S E T H :

WHEREAS, the Lessor is the owner of certain real property located in Owyhee County, State of Idaho, more particularly described as follows:

REAL PROPERTY:

The East one-half of the Southeast one-quarter and the Southwest one-quarter of the Southeast one-quarter of Section Seven and the Southeast one-quarter of the Southwest one-quarter and the West one-half of the Southwest one-quarter of Section Eight, and the south one-half of the South one-half of Section Nine, and the West one-half of the Northeast one-quarter and the Southeast quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 17 and the North one-half of the Northeast one-quarter of Section 18, all of which is located in Township Six South, Range Four East, Boise Meridian SAVE AND EXCEPT the following parcel:

Beginning at the southwest corner of the Northwest quarter of Section Eight, Township Six South, Range Four East, Boise Meridian, hence South 2,640 feet to the Southwest corner of the said Section Eight, hence East 100 feet, hence North 900 feet, hence East 453.13 feet, hence North 1,340 feet, hence West 453.13 feet, hence North 400 feet, hence West 100 feet to the point of beginning; said area consisting of approximately 20 acres, reserving in Lone Pine Equipment Co., Inc. any right-of-ways necessary to lay pipe and carry water so long as the right-of-ways do not interfere with the farming operations.

Together with a 620 miner inch capacity in all rights-of-ways owned by Lone Pine Equipment Co.,

2-72420

Inc., as of January 1, 1976, which run from C.J. Strike Reservoir and are located in Section Six, Township Six South, Range Four East, Boise Meridian, and together with a 620 miner inch capacity in U.S. Government Right-of-Way 1-6445, dated March 5, 1973, and recorded March 27, 1974, as instrument No. 139557, records of Owyhee County, Idaho, subject to all terms and conditions of said government grant, said right-of-way being located from the hereinafter mentioned 200 hp pump located in Section Eight Township Six South, Range Four East, Boise Meridian, and running to and including the Aslett Pond located in Section Eight, Township Six South, Range Four East, Boise Meridian, by way of existing canal; and together with a 380 miner inch right-of-way in the existing pipeline from the aforesaid Aslett Pond, going in an Easterly direction, said right-of-way being for the purpose of irrigating 380 acres in Sections Eight, Nine and Seventeen in Township Six South, Range Four East, Boise Meridian, as above described.

And subject to existing easements of records, visible easements, patent restrictions and any and all other restrictions of record, and together with the appurtenances and hereditaments thereunto belonging or in anyway appurtenant not heretofore excluded.

PERSONAL PROPERTY:

82% of the pump and motor described as a 125 hp General Electric motor, serial number LHJ1108121 and one Layne and Bowler pump, serial number 00203.

One 200 hp G.E. motor, serial number HHJ802112 and one Layne and Bowler pump, serial number 00205.

One 100 hp G.E. motor, serial number EHJ510128 and one Layne and Bowler pump, serial number N00204.

One 250 hp G.E. motor, serial number AAJ117110 and one Layne and Bowler pump, serial number 00206.

34 one-quarter mile 3-inch hand lines complete with risers, valve openers, sprinkler heads and end plugs, in good working condition.

COVENANTS AND AGREEMENTS

The Lessor hereby covenants and agrees to give Lessee immediate possession of the above described premises.

The Lessee hereby covenants and agrees to pay the sum of \$40.00 per acre as the lease-rental rate on 600 acres. The Lessee will manage and operate the said premises and property in a good and husband-like manner and in keeping with the usual and approved agricultural practices of the community. The Lessee will be responsible for and pay for all expenses incurred in the operation and farming of the above described premises and shall furnish all equipment needed for the operation in farming said land, including the payments of the amounts due for the irrigation of the premises for the term of this Lease which is from January 1, 1988 to December 1, 1988. Lease payment of \$24,000.00 is due in full on or before November 15, 1988.

It is understood and agreed that the parties intend by this document to create a landlord in tenant relationship and in no way a partnership and the Lessee, during the term of this Lease, shall have full management and control of the premises.

The Lessor shall have the right to enter upon and farm the premises at the expense of the Lessee should the Lessee fail to farm the land hereby leased in accordance with this Lease, and the Lessor shall have a line upon the Lessee's share of the crop for said charges.

The Lessee shall not assign this Lease nor sublet this premises, nor any part thereof, without the express written consent of the Lessor.

The Lessee shall be responsible for all maintenance and repairs.

The Lessee shall permit no waste to be committed by others and agrees to keep said property free and clear of all liens and encumbrances of everykind or nature whatsoever, and shall maintain the premises in as good condition as the same now are, reasonable wear and tear excepted.

Lessee shall be responsible for all electrical power costs, canal upkeep costs, property taxes, labor to farm property and all other farming expenses not specifically mentioned in this agreement.

The Lessee agrees to keep up and maintain the irrigation system and other improvements on said real estate throughout the term of this lease in as good condition as they are now, reasonable wear and tear excepted.

At the end of the Lease period, the Lessee shall have the option to purchase the real property including all irrigation equipment, for the sum of \$400 per acre if terms can be agreed upon. Lessor/Owner is to be notified within a reasonable time of Lessee/Purchaser's desire to purchase property.

If the option to purchase is not exercised, then the Lessee shall do all necessary application work required to put the property in the government set aside Conservation Reserve Program for the Lessor.

Both parties agree that the other party shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by the other party.

Willful neglect, failure, or refusal by either Lessor or Lessee to carry out any substantial provision of this Lease shall give the other party the benefits of any proceedings provided by law.

Any differences between the parties as to their several rights and obligations under this lease that are not settled by mutual agreement after thorough discussion, shall be submitted for arbitration to a committee of three disinterested parties, one selected by each party hereto and the third by the two thus selected; and the committee's decision shall be accepted by both parties.

This agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

In the event it becomes necessary for either of

the parties to place his agreement in the hands of an attorney for enforcement of their rights hereunder after default of the other party, or to institute suit for enforcement of their rights hereunder, then the defaulting party agrees in such case to pay a reasonable attorney's fee incurred by the other party, in addition to the other damages allowed by law.

IN WITNESS WHEREOF, the parties have hereunto set their hand the day and year in this agreement first above written.

LONE PINE EQUIPMENT CO., INC.

By Artell Allett
Lessor

Lawrence Kiemer
Lessee

STATE OF IDAHO)
)ss
County of Owyhee)

On this 4 day of January, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Lawrence Kiemer known to me to be the persons named above, acknowledged to me that they executed the within and foregoing instrument.

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

Linda R. Smith
Notary Public for Idaho
residing at Int. Home, 2d

My commission expires 4-18-88

STATE OF IDAHO)
) ss
County of Owyhee)

On this 5th day of January, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared ARTELL ASLETT, AS PRESIDENT OF LONE PINE EQUIPMENT CO., INC., known to me to be the person named above, acknowledged to me that he executed the within and foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Glenn P. Johnson
Notary Public for Idaho
residing at Twin Falls, Idaho

My commission expires 1/27/93

194234

FILED-RECORDED

FEB 3 11 57 AM '88

OFFICE OF THE
CLERK OF THE
COUNTY OF
OWYHEE
BY *William J. [illegible]*

Arnell Aslett
FEB 18 1988

2688

CORPORATION WARRANTY DEED

THIS INDENTURE, made as of the 15th day of October, 1997, between Snake River Construction, Inc., formerly known as Lone Pine Equipment Company, Inc., a corporation duly organized and existing under the laws of the State of Idaho, with an address of P.O. Box 383, Twin Falls, Idaho 83303-0383, in the County of Twin Falls, Grantor, and THE J.R. SIMPLOT SELF DECLARATION OF REVOCABLE TRUST, ESTABLISHED BY WRITTEN INSTRUMENT DATED DECEMBER 21, 1989, AND REGISTERED IN THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, ADA COUNTY, AS NO. 3T-788 whose address is P.O. Box 27, Boise, Idaho, 83707, Grantee.

WITNESSETH:

That Grantor, having been hereunto duly authorized by resolution of its Board of Directors, 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 it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, and to its successors and assigns forever, all the following described real estate situated in Owyhee County, State of Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with the structures, buildings, easements improvements, all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including but not limited to all water rights, ditch rights and related rights, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of Grantor.

To have and to hold, all and singular, the above mentioned and described premises, together with the appurtenances, unto Grantee, and to its successors and assigns forever, and the Grantor, and its successors, shall and will warrant and by these presents forever defend the said premises in the quiet and

peaceable possession of Grantee, its successors and assigns, against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend, subject to such covenants, encumbrances, restrictions and zoning regulations as appear in the records of Owyhee County, Idaho, easements in view and of record, and subject to the lien for current general property taxes.

IN WITNESS WHEREOF, Grantor has caused its corporate name to be hereunto subscribed and its corporation seal to be affixed by its Secretary in pursuant to said resolution the day and year first above written.



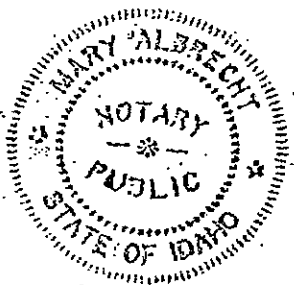
Snake River Construction, Inc.

By Gloria C. Johnson
Gloria C. Johnson,
Corporate Secretary

STATE OF IDAHO)
) ss.
County of Twin Falls)

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

On this 15th day of October, 1997, before me, a Notary Public in and for said State, personally appeared Gloria C. Johnson, the Secretary of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.



Mary Albrecht
Notary Public for Idaho
Residing at: Twin Falls ID
My Commission Expires: 3/23/03

RECORDED
PER [Signature]
OCT 17 1997

97 OCT 17 PM 3 46
JIM HUNTLEY JR.
OWYHEE COUNTY RECORDER
BY [Signature]
DEPUTY

FILED-RECORDED

228117

Order No. 2688

Exhibit "A" Land Description:

IN TOWNSHIP 6 SOUTH, RANGE 4 EAST, B.M., OWYHEE COUNTY,
IDAHO

Section 7: E½SE¼, SW½SE¼

Section 8: SE½SW¼, W½SW¼

Section 9: S½S¼

Section 17: W½NE¼, SE½NE¼, NE½NW¼

Section 18: N½NE¼

SAVE AND EXCEPT THE FOLLOWING PARCEL:

Beginning at the Southwest corner of the
NW¼ of Sec. 8, T6S, R4E, B. M.; thence South 2,640 feet to
the Southwest corner of said Sec. 8; thence East 100 feet;
thence North 900 feet; thence East 453.13 feet; thence North
1,340 feet; thence West 453.13 feet; thence North 400 feet;
thence West 100 feet to the Point of Beginning.

Deposition Exhibit No. 3Deposition Of LEE
4/70/87

CONSENT TO ASSIGNMENT

BANANA BELT FARMS, a Utah Limited Partnership, Landlord under that certain Lease with Option to Purchase Agreement dated February, 1978, between BANANA BELT FARMS and ROBERT W. OLSSON, which lease is hereinafter referred to as the Lease Agreement and by reference made a part hereof, hereby consents to the Assignment of the Lease Agreement to MAURICE D. LEE and SONYA E. LEE, hereinafter referred to as "Assignees"; provided, however, that all covenants and provisions of the Lease Agreement shall be likewise binding upon Assignees and Assignees hereby agree to be bound to Banana Belt Farms under the terms and conditions of the Lease Agreement. Assignees further agree that they will duly keep, observe and perform all of the terms, conditions and provisions of the aforesaid Lease Agreement to purchase including, without limitation, the maintenance and repair of all machinery, pumps and equipment set forth in Exhibit "B" to the Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 16 day of March, 1979.

BANANA BELT FARMS

Maurice D. Lee
MAURICE D. LEE

Sonya E. Lee
SONYA E. LEE

By Barlow Briggs

Barlow Briggs, General Partner

In consideration of the undersigned broker using his best efforts to procure an acceptance of this offer, this offer is irrevocably binding on OFFEROR until February 12, 1979, 19 .

Each party shall execute and deliver, within Ten (10) days after the date this offer is accepted, all instruments in writing necessary to transfer titles to said properties and to complete and consummate this exchange. The titles to the properties must be marketable and proved by the customary method of proving marketable title in the county or parish where the properties are situated, said titles to be not only marketable but free of all liens and encumbrances except such liens and encumbrances as may be set forth herein.

Should one or more defects appear in the title to any of such properties sufficient to render such title unmarketable, such defects shall be corrected within 90 days after the acceptance of this offer. In the event any such defects cannot be corrected within such time so as to render such title marketable, then this agreement shall terminate unless the time for correcting any such defects be extended by the parties hereto, or unless the title to the affected property be accepted subject thereto.

RVA SERVICE CORP.

is hereby authorized to act as broker for all parties hereto and may accept commission therefrom. Should OFFEREE accept this offer, OFFEROR agrees to pay said broker a fee for services rendered in accordance with an agreement dated February 9, 1979, between OFFEROR and broker. Should a defect in the title of OFFEREE appear and as a result thereof this agreement terminate, OFFEROR shall not be liable for the payment of commission as hereinabove set forth. Otherwise, OFFEROR shall be liable for the payment thereof. In the event said broker should cooperate with another broker or other brokers in this exchange, OFFEROR agrees that said commission may be divided by said brokers in any manner satisfactory to them. Said broker may, without notice, extend the time for an additional period of one month should said broker deem the extension advisable, except the time for the acceptance hereof by OFFEREE.

Time is declared to be of the essence of this agreement.

All words used herein in the singular number shall include the plural, and the present tense shall include the future, and the masculine gender shall include the feminine and neuter.

Manning D. Rice Donna E. Lee
(Offeror) (Address)

Broker: RVA SERVICE CORP. Dated: February 9, 1979, 19

Acceptance is subject to closing of an exchange agreement between Robert W. Adams and Sarah and Philip Adams dated 2-9-79
ACCEPTANCE
OFFEREE hereby accepts the foregoing offer upon the terms and conditions therein stated and agrees to pay
R. P. R. Leathers Nashua, broker, a fee in accordance with an agreement dated 2-10-79, between OFFEREE and broker. OFFEREE agrees that said broker may act as a broker for all parties hereto and may accept commission therefrom, and further agrees that should said broker cooperate with another broker or brokers in this exchange, that said commission may be divided by the brokers in any manner satisfactory to them.

Robert W. Adams Philip Adams
(Offeree) (Address)

Broker: R. P. R. Leathers Dated: 2-10-, 1979
Laurel Anderson

THIS AGREEMENT, made in the City of Logan, State of Utah on the 17 day of March, 1979, by and between ROBERT W. OLSSON, and GWENYTH M. OLSSON, husband and wife, hereinafter referred to as the Assignors, and MAURICE D. LEE and SONYA E. LEE, husband and wife, hereinafter referred to as the Assignees,

WITNESSETH:

WHEREAS, under date of February 17, 1978, ROBERT W. OLSSON, as Tenant, entered into a Lease with Option to Purchase with BANANA BELT FARMS, a limited partnership, BARLOW BRIGGS, general partner, as Landlord, of 377 North Main, Layton, Utah 84041, which Lease with Option to Purchase is delivered herewith, wherein and whereby the said Landlord agreed to let and the said Tenant agreed to Lease, upon the terms, conditions, and provisions therein set forth, all that certain land and Personal Property thereon, erected, situate, lying and being in the County of Owyhee, State of Idaho, and more particularly described on Exhibit "A", attached hereto, to which agreement in writing, reference is hereby made for all of the terms, conditions and provisions thereof, and

WHEREAS, the Assignees desire to acquire from the Assignors all of the right, title and interest of the Assignors in said property described in Exhibit "A", attached hereto, as evidenced by said written agreement.

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. That the assignors in consideration of the Payment of Ten and no/10 Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, assign to the assignees, all their right, title and interest in and to said above described property as evidenced by the aforesaid Lease with Option to Purchase of February 17, 1978, concerning the above described property.
2. That to induce the assignees to pay the said sum of money and to accept the said Lease with Option to Purchase, and the rights obligation pursuant thereto the assignors hereby represent to the assignees as follows:
 - a. That the Assignors have duly performed all the condition of the said Lease with Option to Purchase.
 - b. That the said Lease with Option to Purchase is now in full force and effect and that the payment of rent for the said Lease with Option to Purchase has been paid for the

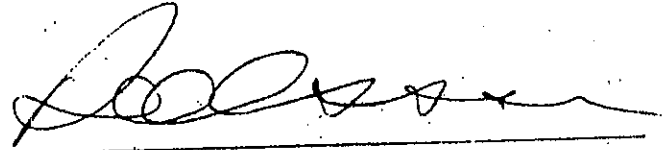
period ending December 8, 1978, as per Paragraph 2 of the said Lease with Option to Purchase, EXCEPTING THEREFROM the monies due on or before October 1, 1979 as shown on the attached addendum.

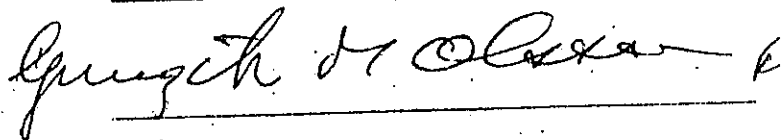
- c. That the said Lease with Option to Purchase is assignable, as indicated in the attached letter of written consent from Barlow Briggs, general partner of Banana Belt Farms, a Limited Partnership, with full release of responsibility to tenant, excepting the above referred to monies due on or before October 1, 1979.

3. That in consideration of the Assignors executing and delivering this Agreement, the Assignees covenant with the Assignors as follows:

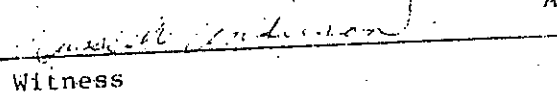
- a. That the assignees will duly keep, observe and perform all of the terms, conditions and provisions of the said Lease with Option to Purchase that are to be kept, observed and performed by the Assignors.
- b. That the assignees will save and hold harmless the assignors of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of an act or omission of the assignees.

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

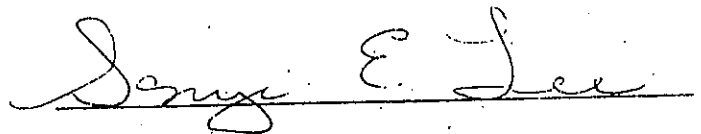




Assignors


Witness





Assignees

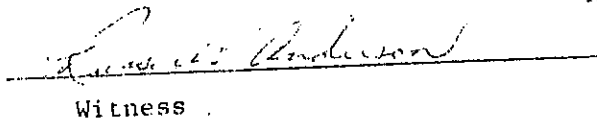

Witness

EXHIBIT "A"

The East one-half of the Southeast one-quarter and the Southwest one-quarter of the Southeast one-quarter of Section Seven and the Southeast one-quarter of the Southwest one-quarter and the West one-half of Southwest one-quarter of Section Eight, and the South one-half of the South one-half of Section Nine, and the West one-half of the Northeast one-quarter and the Southeast quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 17 and the North one-half of the Northeast one-quarter of Section 18, all of which is located in Township Six South, Range Four East, Boise Meridian, SAVE AND EXCEPT the following parcel:

Beginning at the Southwest corner of the Northwest Quarter of Section Eight, Township Six South, Range Four East, Boise Meridian, hence South 2,640 feet to the Southwest corner of the said Section Eight, hence East 100 feet, hence North 900 feet, hence East 453.13 feet, hence North 1,340 feet, hence West 453.13 feet, hence North 400 feet, hence West 100 feet to the point of beginning, said area consisting of approximately 20 acres;

Reserving in Silver Sage Ranch, Inc., any right-of-ways necessary to lay underground main lines through the aforesaid property onto adjacent grounds so long as said right-of-ways do not interfere with the farming operations and so long as grantor pays all damages associated with the construction of said pipelines;

Together with a 620 miner inch capacity in all right-of-ways owned by Silver Sage Ranch, Inc., as of January 1, 1976, which run from C. J. Strike Reservoir and are located in Section Six, Township Six South, Range Four East, Boise Meridian; and together with a 620 miner inch capacity in U.S. Government Right-of-Way I-6445, dated March 5, 1973, and recorded March 27, 1974, as instrument No. 139557, records of Owyhee County, Idaho, subject to all terms and conditions of said government grant, said right-of-way being located from the hereinafter mentioned 200 hp pump located in Section Eight, Township Six South, Range Four East, Boise Meridian, and running to and including the Aslett Pond located in Section Eight, Township Six South, Range Four East, Boise Meridian, by way of existing canal; and together with a 380 miner inch right-of-way in the existing pipeline from the aforesaid Aslett

BD
KS

Plaintiff
Defendant

Exhibit No 1

BIF

1/21/82

Deponent: William M. Murphy

Andrew M. Harrington
ANDERSON, KAUFMAN, RINGERT & CLARK
P.O. Box 2773, 599 West Bannock
Boise, Idaho 83701-2773
Telephone: (208) 342-4591
Attorneys for Defendant Etchegaray

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE

*
*
*

WILLIAM M. MURPHY and	)	Case No. 4224
RICHARD D. ECHEVARRIA,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	NOTICE OF TAKING DEPOSITIONS
	)	
SAM ETCHEGARAY, DOE ONE, DOE TWO,	)	
DOE THREE and DOE FOUR,	)	
	)	
Defendants.	)	

*
*
*

TO: WILLIAM M. MURPHY and RICHARD D. ECHEVARRIA, PLAINTIFFS, and
RODERICK B. WOOD, their attorney of record:

PLEASE TAKE NOTICE that pursuant to Idaho Rules of Civil
Procedure defendant will take the deposition of William M. Murphy
before some notary public and official court reporter on Tuesday,
January 26, 1982 at the hour of 10:00 a.m. at the offices of Anderson,
Kaufman, Ringert & Clark, 599 West Bannock Street, Boise, Idaho and
will take the deposition of Richard D. Echevarria immediately upon
completion of said deposition of William M. Murphy on the same day
and at the same place, at which times and place you are notified to
appear and take such part in the examination as you shall see fit.
Examination will continue from day to day until completed.

DATED This 31st day of December, 1981.

ANDERSON, KAUFMAN, RINGERT & CLARK

By Andrew M. Harrington
Andrew M. Harrington
Attorneys for Defendant