

RECEIVED

JUN 16 2016

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 80997**MINIMUM REQUIREMENTS CHECKLIST**
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at www.idwr.idaho.gov.

Name of Applicant(s) Unit 1 LLC, Unit 8 Farms LLC, Fromover 9 LLC, and RGC Farms LLC

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a [Part 2A](#) report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer [Part 2B](#) for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. ([Fee schedule](#) is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☐ ☒ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).**
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☒ ☐ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System ([GIS](#)) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see [fee schedule](#).
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. ([Attachment WSB](#))
- ☐ ☒ #10 Other. Please describe: _____

AMENDEDSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 28 2016

Department of Water Resources
Eastern Region**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**Name of Applicant(s) Unit 1 LLC, Unit 8 Farms LLC, Fromover 9 LLC, RGC Farms LLC Phone 208-523-0620Mailing address 1908 E. 500. N., St. Anthony, ID 83445 Email rharris@holdenlegal.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it Attachment #1.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it Attachment #2a.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it Attachment #2b.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it Attachment #3.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No RepresentativeName of Representative Robert L. Harris, Holden, Kidwell, Hahn & Crapo, P.L.L.C. Phone 208-523-0620Mailing address PO Box 50130, Idaho Falls, ID 83405 Email rharris@holdenlegal.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☒ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it Attachment #4.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Robert L. Harris
Signature of Applicant or Authorized Representative

Robert L. Harris, Attorney for Applicants
Print Name and Title if applicable

June 16, 2016
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use

☐ Change nature of use ☐ Change period of use ☐ Other _____
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it Part 1A.2.
This transfer proposes to rearrange the place of use of Water Right No. 22-2269 to make it consistent with the acres actually irrigated on the property, particularly acres now covered by center pivots. Once the transfer is approved, the water right will then be split according to property ownership amongst the four applicants.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

SUPERCEDED

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

RECEIVED
JUN 16 2016
Department of Water Resources
Eastern Region

Name of Applicant(s) Unit 1 LLC, Unit 8 Farms LLC, Fromover 9 LLC, RGC Farms LLC Phone 208-523-0620

Mailing address c/o Robert L. Harris, HKHC, PO Box 50130, Idaho Falls, ID 83405 Email rharris@holdenlegal.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Robert L. Harris, Holden, Kidwell, Hahn & Crapo, P.L.L.C. Phone 208-523-0620

Mailing address PO Box 50130, Idaho Falls, ID 83405 Email rharris@holdenlegal.com

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OR
- ☒ Send original correspondence to the applicant and copies to the representative.
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OR
- ☒ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Robert L. Harris
Signature of Applicant or Authorized Representative

Robert L. Harris, Attorney for Applicants
Print Name and Title if applicable

June 16, 2016
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use

☐ Change nature of use ☐ Change period of use ☐ Other _____
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**.

This transfer proposes to rearrange the place of use of Water Right No. 22-2269 to make it consistent with the acres actually irrigated on the property, particularly acres now covered by center pivots. Once the transfer is approved, the water right will then be split according to property ownership amongst the four applicants.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	22-2269	6.99/2964	Irrigation	4/1 to 11/1	Ground water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 6.99 cfs and/or 2964 acre-feet.

2. Total amount of water proposed to be transferred or changed 6.99 cubic feet per second and/or 2964 acre-feet per year.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it Attachment #5.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
					SEE	ATT	ACH	ED		SPR	EAD	SHE	ET						
Total Acres (for irrigation use)																			857

22-2269 TRANSFER

PLACE OF USE DESCRIPTION AFTER PROPOSED CHANGES

TWP	RGE	SEC	NE 1/4			NW 1/4			SW 1/4			SE 1/4			TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	41E	20												18	18
		21												58	58
		27												6	6
		28												346	346
		29	11			10						8	38	14	67
		32	25			17								42	42
		33	39	39	34	38	38	40	38	32				298	298
		34					14	8						22	22
														TOTAL	857

PLACE OF USE DESCRIPTION BEFORE PROPOSED CHANGES

TWP	RGE	SEC	NE 1/4			NW 1/4			SW 1/4			SE 1/4			TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	41E	20												10	10
		21												58	58
		27												5	5
		28												331	331
		29	4			12						8	35	15	47
		32	28			32								60	60
		33	40	39	38	39	39	38	38					310	310
		34					14	22						36	36
														TOTAL	857

CHANGE IN ACRES

TWP	RGE	SEC	NE 1/4			NW 1/4			SW 1/4			SE 1/4			TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	41E	20												8	8
		21												1	1
		27												15	15
		28												20	20
		29	7			-2	1	2	1	-1		3	-1	-18	-18
		32	-3			-15								-12	-12
		33	-1		-4	-1	-1	1		-6				-14	-14
		34												0	0
														TOTAL	51
														Positive Shift in Acres	-51
														Negative Shift in Acres	

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Well into mainlines for center pivots and hand lines. System has or will accommodate measuring devices.

- b. Who owns the property at the point(s) of diversion? Unit 8 Farms LLC (one of the applicants).

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Each of the applicants is associated with Crapo Farms, which has recently divided farms among the individual members and executed the necessary agreements to share the well and water delivery system.

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete [Attachment WSB](#).

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

Rearrangement of the place of use shapefile is all that will change.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

Another water right not subject to this transfer, but used on a portion of the farm, is Water Right No. 22-7521A (15 acres). The place of use for this water right will remain the same.

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

Attachment No. 2a
Water Right Ownership
Documentation

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

6/15/2016

WATER RIGHT NO. 22-2269

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	PARKINSON FARMS INC
Current Owner	HAZEL P CUMMINGS
Current Owner	DON T PARKINSON
Current Owner	ROSS T PARKINSON
	132 WEBSTER AVE
	REXBURG, ID 83440
	(208)356-3746

Priority Date: 04/28/1966

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	6.99 CFS	2964 AFA
Total Diversion			6.99 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NENW|Sec. 33|Township 06N|Range 41E|MADISON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION MADISON County

[illegible]

21	SW	N	37	SESW	21				
27	SWSW		5						
28	NENW		29	NWNW	38	SWNW	31	SENE	30
	NESW		29	NWSW	39	SWSW	40	SESW	37
	NWSE		8	SWSE	35	SESE	15		
29	NENE		4						
	NESE		12	SESE	31				
32	NENE		28	SENE	32				
33	NENE		40	NWNE	39	SWNE	38	SENE	39
	NENW		39	NWNW	39	SWNW	38	SENE	38
34	NWNW		14	SWNW	22				

Total Acres: 857

Conditions of Approval:

1. C18 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.
2. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

Dates:

Licensed Date:

Decreed Date: 11/24/2008

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 872

Combined Volume Limit: 3016.5

Combined Rate Limit: 7.29

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

Close

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (**GIS**) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☐ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

[illegible]

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by LT Date 6/16/16 Preliminary check by _____ Date _____

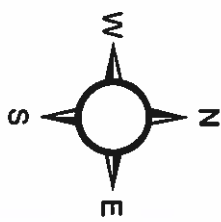
Fee paid 580- Date 6/16/16 Received by sr Receipt # E042182

Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

Attachment No. 7a
Map

UNIT 1 LLC ET AL. TRANSFER



Legend

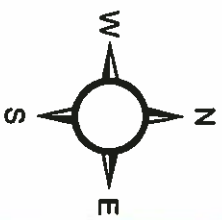
- Well Location
- New 22-2269POU
- Old 22-2269POU
- 22-7521A
- TR Lines, 2014
- Section Lines, 2014
- Quarter Quarters, 2014

857 TOTAL
IRRIGATED ACRES
UNDER 22-2269

Prepared by
Robert L. Harris
ESRI Basemap



UNIT 1 LLC ET AL. TRANSFER



Legend

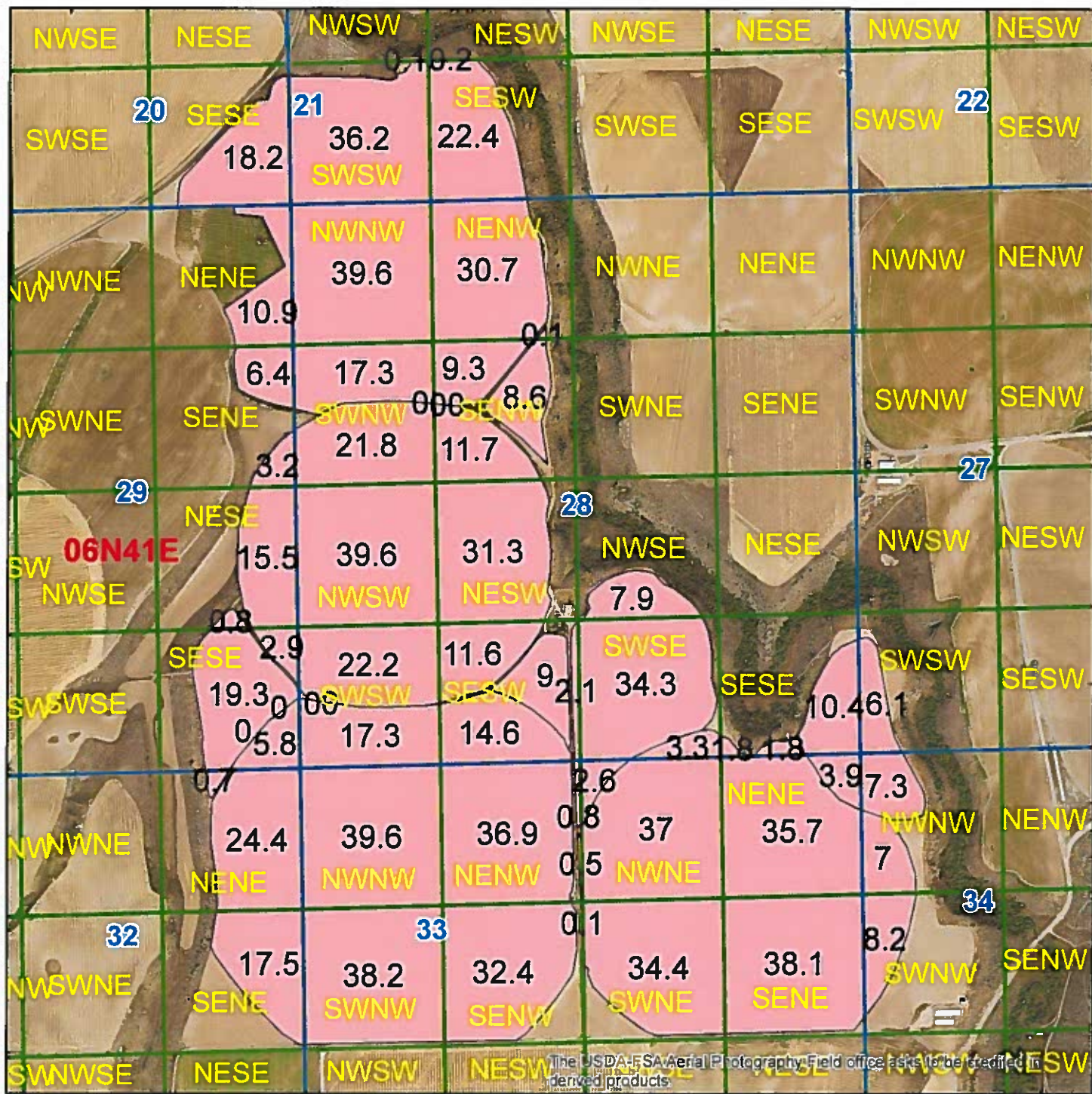
- Well Location
- New 22-2269POU
- Old 22-2269POU
- 22-7521A
- Parcels
- TR Lines, 2014
- Section Lines, 2014
- Quarter Quarters, 2014

857 TOTAL
IRRIGATED ACRES
UNDER 22-2269

Prepared by
Robert L. Harris
ESRI Basemap



Attachment No. 7b
Map (GIS shapefile)



The USDA-FSA Aerial Photography Field office asks to be credited in derived products

AMERITITLE

5001053

*VESTING
(Madison Properties)*

Microfile No. 354381
2 DAY JUN 2009
At 04 O'Clock 16 M
MARILYN RASMUSSEN
MADISON CO RECORDER
Fee \$12.00
NChandler Deputy
Recorded at Request of
AMERITITLE - REXBURG OFFI

WARRANTY DEED

THIS INDENTURE, Made this 2nd day of June, 2009, between Parkinson Farms, Inc., an Idaho corporation of 124 East 2nd North, Rexburg, Idaho 83440, Ross T. Parkinson Jr., a/k/a Ross Tout Parkinson, a/k/a Ross Parkinson, Jr. and Ruby Parkinson, a/k/a Ruby Irene Parkinson, husband and wife, of 124 East 2nd North, Rexburg, Idaho 83440, the Grantors, and Riverside Farms, an Idaho general partnership, of 1908 East 500 North, St. Anthony, Idaho 83445, the Grantee,

WITNESSETH, That the Grantors, do hereby grant, bargain, sell, convey and confirm unto the Grantee, with the rents, and profits thereof and its assigns forever, all of its right, title and interest in and to the following described real estate, situated in the County of Madison, State of Idaho, to-wit:

Township 6 North, Range 41 East of the Boise Meridian, Madison County, Idaho.

Tract 1:

Section 20: Commencing at the SE corner of the SE1/4 and running thence North 1449.9 feet to the Union Pacific Railroad right-of-way; thence in a Southwesterly direction along the East boundary line of said Railroad right-of-way to a point 115 feet North of the SW corner of the SE1/4SE1/4 of said Section 20; thence South 115 feet; thence East 80 rods to the point of beginning.

Tract 2:

Section 21: S1/2SW1/4

Tract 3:

Section 28: NW1/4; SW1/4, all that portion of the SE1/4 lying South of the Centerline of Moody Creek.

Tract 3A:

Section 28: Commencing at a point 360 feet South of the Northeast Corner of the SE1/4NE1/4 of said Section 28, and running thence West 120 feet; thence South 1020 feet; thence East 120 feet; thence North 1020 feet to the point of beginning.

Tract 4:

Section 27: Commencing at the SW corner of the NW1/4 and running thence North 500 feet; thence East 250 feet; thence South 500 feet; thence West 250 feet to the point of beginning.

WARRANTY DEED - Page 1

P:\MFG\BECRA\01.WD

*in
BLJ Farms
per (#36772)
11/11
BRIJ Farms
per (#36772)*

354381

Tract 4A:

Section 27; all that portion of the W1/2SW1/4 lying South and West of the centerline of Moody Creek.

Tract 5:

Section 29: E1/2NE1/4; SW1/4NE1/4; E1/2SW1/4; SE1/4

ALSO: Commencing at the SW corner of the SE1/4NW1/4 and running thence North 1109.5 feet to the East line of the Union Pacific Railroad right-of-way; thence Northeasterly along the East line of said Railroad right-of-way to its point of intersection with the North and South half section line; thence South 2041.3 feet to the SE Corner of the NW1/4 of said Section 29, thence West 80 rods to the point of beginning.

ALSO: All that part of the NW1/4NE1/4 lying South and East of the Union Pacific Railroad.

LESS THE FOLLOWING: Beginning at a point 1315.00 feet East of the Southwest corner of Section 29, and running thence North 0°18'27" West 3665.38 feet to the railroad right-of-way; thence North 39°07'00" East 235.90 feet along said right-of-way to a curve to the right with a central angle of 22°10' and a length of 638.72 feet, thence around said curve 638.72 feet; thence South 28°43'00" East 25.00 feet; thence North 61°17'00" East 771.23 feet; thence North 0°22'00" West 28.41 feet; thence North 61°17'00" east 657.97 feet to a curve to the right with a central angle of 88°10'39" and a length of 1972.98 feet; thence around said curve to the right 1972.98 feet; thence South 21°16'22" West 188.47 feet; thence South 1°25'54" West 1103.19 feet; thence South 38°55'43" West 2091.75 feet; thence South 63°04'43" West 200.37 feet; thence South 41°10'53" West 1156.40 feet; thence West 1002.35 feet to the point of beginning.

Tract 6:

Section 32: E1/2NE1/4

Tract 7:

Section 33: N1/2

Tract 8:

Section 34: All that portion of the W1/2NW1/4, lying West of the Centerline of the Moody Creek.

These premises are subject to all easements, roadways and rights-of-way of record. They are also subject to patent reservation, easements and rights-of-way for highways, roads, ditches, canals, pole, power and transmission lines as they exist; and to all existing zoning ordinances and applicable building codes, laws and regulation.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto

WARRANTY DEED - Page 2

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354381

belonging or in any wise appertaining, with any and all water and water rights appurtenant to the premises. Also together with any and all mineral rights.

And the Grantor, and its assigns, hereby warrant and agree to forever defend the Grantee, its assigns, in the quiet and peaceable possession of said premises against all and every person lawfully claiming an interest therein.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand the day and year first above written.

Ross Parkinson Jr. Ross T. Parkinson
Ross T. Parkinson
Ross T. Parkinson a/k/a Ross Tout
Parkinson a/k/a Ross Parkinson, Jr.

Ruby Parkinson
Ruby Parkinson a/k/a Ruby Irene
Parkinson Ruby Irene Parkinson
Ross T. Parkinson President
Parkinson Farms, Inc.
By: Ross T. Parkinson, President.

Ruby Parkinson
Parkinson Farms, Inc.
By: Ruby Parkinson, Secretary

Acknowledgment

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

On this 2nd day of June, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Ross T. Parkinson and Ruby Parkinson, known to me to be the President and Secretary of Parkinson Farms, Inc., an Idaho Corporation, the corporation that executed the foregoing document, and acknowledged to me that such corporation executed the same.

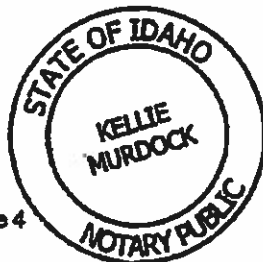


Kellie Murdock
Notary Public for Idaho
Residing at: Residing in Jefferson County
My Commission expires: My Commission Expires: 07-17-09

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

On this 2nd day of June, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Ross T. Parkinson a/k/a Ross Teut Parkinson a/k/a Ross Parkinson, Jr. and Ruby Parkinson a/k/a Ruby Irene Parkinson, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.



Kellie Murdock
Notary Public for Idaho
Residing at: Residing in Jefferson County
My Commission Expires: My Commission Expires: 07-17-09

WARRANTY DEED - Page 4
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354381

WHEN RECORDED RETURN TO:
DuPree Stewart Taylor & Morris
P.O. Box 723
Rexburg, Idaho 83440

Instrument # 397788
REXBURG, MADISON, IDAHO
9-17-2015 02:23:33 PM No. of Pages: 6
Recorded for : LANCE CRAPO
KIM H. MUIR Fee: 25.00
Ex-Officio Recorder Deputy 

QUITCLAIM DEED

GRANTORS, Riverside Farms, an Idaho general partnership, (aka A Riverside Farms and Riverside Farms Partnership) and George M. Crapo for a good and valuable consideration the receipt whereof is hereby acknowledged, do REMISE, RELEASE, and forever QUITCLAIM, unto Unit 1 LLC, an Idaho limited liability company, whose mailing address is 726 North 2100 East, St. Anthony, Idaho 83445, as GRANTEE, and to GRANTEE'S heirs, successors and assigns, forever, all the real property situated in Madison County, Idaho described on the attached Exhibit A.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging to or in any manner appertaining thereto, including without limitation any and all water claims, water rights, ditch and ditch rights, canal and canal rights, water permits, water licenses, water storage rights, and water shares and stock in any applicable canal company or similar entity appertaining to all or any part of such property, the reversion and reversions, remainder and remainders, rents, issues, and profits of such property.

SUBJECT to all existing patent reservations, easements, rights of way, protective and restrictive covenants; all existing geothermal leases; and all zoning ordinances and applicable building codes, laws and regulations apparent or of record.

To have and to hold all and singular the premises, together with the appurtenances, to GRANTEE and to GRANTEE'S heirs, successors and assigns forever.

IN WITNESS WHEREOF, the said GRANTORS have executed this instrument this 5 day of Sept, 2015.

[Signatures and Acknowledgments on following pages]

GRANTORS

Riverside Farms, an Idaho general Partnership (aka A Riverside Farms and Riverside Farms Partnership)

By: Unit 2 LLC, an Idaho limited liability company and General Partner

By: *Richard L. Crapo*
Richard L. Crapo, Manager

George M. Crapo
George M. Crapo

STATE OF IDAHO)
County of *Fremont*) ss

On this *8* day of *September*, in the year 2015, before me, *Sandy Edwards*, a Notary Public in and for said State, personally appeared Richard L. Crapo, known or identified to me (or proved to me on the oath of _____), to be the Manager of Unit 2 LLC, a General Partner of Riverside Farms (aka A Riverside Farms and Riverside Farms Partnership) the partnership that executed the instrument or the person who executed the instrument on behalf of said partnership, and acknowledged to me that such partnership executed the same.

Sandy Edwards
Notary Public for Idaho
Residing at: *Nauvoo*
My Commission Expires: *1-29-2016*

STATE OF IDAHO)

County of Fremont) :SS

On this 8 day of September, in the year 2015, before me, Sandy Edwards, a Notary Public in and for said State, personally appeared George M. Crapo, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Sandy Edwards
 Notary Public for Idaho
 Residing at: *Nendale*
 My Commission Expires: *1-29-2016*

EXHIBIT A

Real Property Description

Parcel 1 - Parkinson #2 North, #3

Part of Sections 20, 21, 28 and 29, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Commencing at the North 1/4 corner of said Section 28, and running thence S00°01'36"E 2935.39 feet along the North-South Centerline of said Section 28 to the centerline of Moody Creek, said centerline location determined by ground survey together with a Record of Survey recorded as Instrument Number 331830; thence along said centerline the following three (3) courses; (1) S65°00'28"E 6.59 feet; (2) S72°14'19"E 370.43 feet; (3) S49°50'58"E 351.68 feet; thence N89°49'23"W 4439.55 feet to the Easterly boundary of property described as Tract 5 in a Warranty Deed recorded as Instrument Number 354381; thence along said Easterly boundary the following four (4) courses; (1) N38°51'22"E 835.80 feet; (2) N01°21'33"E 1103.19 feet; (3) N10°08'29"E 205.05 feet to a point on a curve; (4) thence along said curve to the left 1972.98 feet; (Curve Data: Delta = 88°10'39", R = 1282.00 feet) chord bears N53°49'17"W 1783.96 feet to the Easterly Right-of-Way of the Union Pacific Railroad; thence along said Right-of-Way the following four (4) courses; (1) N61°11'14"E 404.41 feet to a point of curve; (2) thence along said curve to the left 909.43 feet; (Curve Data: Delta = 15°09'45", R = 3436.58 feet) chord bears N54°05'30"E 906.78 feet; (3) N45°31'21"E 969.50 feet to a point of curve; (4) thence along said curve to the left 407.62 feet; (Curve Data: Delta = 21°26'16", R = 1089.43 feet) chord bears N37°08'11"E 405.25 feet to the West line of said Section 21; thence S00°00'43"E 127.68 feet along said Section line to the North line of the South 1/2 of the SW 1/4 of said Section 21; thence S89°18'57"E 2638.82 feet along said North line to the East line of the SW 1/4 of said Section 21; thence S00°00'12"E 1314.30 feet along said East line to the Point of Beginning.

Parcel contains 369.50 acres and is subject to Rights-of-Way and Easements of record.

Together with a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Sections 28 and 33, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°34'53"E 2459.28 feet along the East-West Centerline of said Section 33, from the West 1/4 corner of said Section 33, said point being coincident with the intersection of County Road E 2000 S, and an existing Farm Road, said point also being the beginning of said Easement centerline; thence along said Farm Road and Easement centerline the following eleven (11) courses; (1) N00°15'17"W 1558.87 feet; (2) N01°01'51"W 1067.22 feet; (3) N00°05'53"E 1189.51 feet; (4) N02°49'48"E 41.94 feet; (5) N05°03'19"W 47.88 feet; (6)

N37°32'31"W 123.56 feet; (7) N28°35'04"W 97.88 feet; (8) N20°33'32"W 67.35 feet; (9) N19°16'03"W 82.33 feet; (10) N11°08'01"W 55.00 feet; (11) N00°36'19"W 351.41 feet to the end of said easement Centerline.

Provided, however, that the owner of the property described as Parcel 1 above shall not use the easement granted herein in any manner as to damage the property subject to the easement described above or crops growing or stored thereon or to unreasonably interfere with the use and enjoyment of the property subject to the easement described above by its owner. If the owner of the property described as Parcel 1 above, or its successor in interest, intentionally or negligently causes damage to the property subject to the easement described above or crops growing or stored thereon in using the easement granted herein, such owner, or its successor in interest, shall repair the damage at the expense of such owner, or its successor in interest. The easement granted herein shall run with the land and be a burden upon the property described in the easement above for the benefit of the Parcel 1 described above.

Parcel 2 - Parkinson #6 North

Part of Sections 27 and 28, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Commencing at the Southeast Corner of said Section 28, and running thence N89°17'56"W 1109.33 feet; thence N00°14'10"E 592.31 feet to the Centerline of Moody Creek; thence along said Centerline the following twenty (20) courses; (1) N73°44'44"E 121.22 feet; (2) N41°18'57"E 176.88 feet; (3) N21°06'26"E 289.99 feet; (4) N31°13'19"E 175.59 feet; (5) N41°08'00"E 295.88 feet; (6) N50°54'32"E 278.25 feet; (7) N72°43'30"E 171.53 feet; (8) N86°25'31"E 64.72 feet; (9) S61°48'19"E 155.96 feet; (10) S24°13'36"E 103.96 feet; (11) S07°32'09"E 286.50 feet; (12) S30°44'59"E 200.68 feet; (13) S53°41'22"E 255.65 feet; (14) S39°11'21"E 155.90 feet; (15) S02°56'47"E 155.08 feet; (16) S11°07'51"W 113.88 feet; (17) S19°25'50"W 104.75 feet; (18) S11°50'18"W 171.24 feet; (19) S09°14'04"E 78.49 feet; (20) S30°35'15"E 161.29 feet to the South line of said Section 27; thence S89°59'19"W 596.27 feet along said Section line to the point of beginning.

Parcel contains 45.80 acres, and is subject to Rights-of-Way and Easements of record.

Together with a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

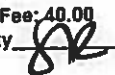
Part of Section 34, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°56'20"E 240.02 feet along the Section line, from the West 1/4 corner of said Section 34, said point being coincident with the center of County Road E 1500 S, and beginning of said Easement centerline; thence along said Easement centerline the following twelve (12) courses; (1) N00°03'40"E 426.87 feet; (2) S89°56'20"E 537.21 feet; (3) N18°31'40"E

236.45 feet; (4) N01°44'15"E 165.19 feet; (5) N12°04'10"W 152.81 feet; (6) N55°57'01"W 258.50 feet; (7) N37°41'19"W 308.06 feet; (8) N09°31'31"W 194.95 feet; (9) N00°38'27"E 253.96 feet; (10) N10°23'58"E 267.81 feet; (11) N03°26'21"W 141.12 feet; (12) N29°03'03"W 523.01 feet to the end of said easement centerline.

Provided, however, that the owner of the property described as Parcel 2 above shall not use the easement granted herein in any manner as to damage the property subject to the easement described above or crops growing or stored thereon or to unreasonably interfere with the use and enjoyment of the property subject to the easement described above by its owner. If the owner of the property described as Parcel 2 above, or its successor in interest, intentionally or negligently causes damage to the property subject to the easement described above or crops growing or stored thereon in using the easement granted herein, such owner, or its successor in interest, shall repair the damage at the expense of such owner, or its successor in interest. The easement granted herein shall run with the land and be a burden upon the property described in the easement above for the benefit of the Parcel 2 described above.

WHEN RECORDED RETURN TO:
DuPree Stewart Taylor & Morris
P.O. Box 723
Rexburg, Idaho 83440

Instrument # 397789
REXBURG, MADISON, IDAHO
9-17-2015 02:26:31 PM No. of Pages: 11
Recorded for : LANCE CRAPO
KIM H. MUIR Fee: 40.00
Ex-Officio Recorder Deputy 

QUITCLAIM DEED

GRANTORS, Riverside Farms, an Idaho general partnership, (aka A Riverside Farms and Riverside Farms Partnership) and George M. Crapo for a good and valuable consideration the receipt whereof is hereby acknowledged, do REMISE, RELEASE, and forever QUITCLAIM, unto Unit 8 Farms LLC, an Idaho limited liability company, whose mailing address is 1918 East 500 North, St. Anthony, Idaho 83445, as GRANTEE, and to GRANTEE'S heirs, successors and assigns, forever, all the real property situated in Madison County, Idaho described on the attached Exhibit A.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging to or in any manner appertaining thereto, including without limitation any and all water claims, water rights, ditch and ditch rights, canal and canal rights, water permits, water licenses, water storage rights, and water shares and stock in any applicable canal company or similar entity appertaining to all or any part of such property, the reversion and reversions, remainder and remainders, rents, issues, and profits of such property.

SUBJECT to all existing patent reservations, easements, rights of way, protective and restrictive covenants; all existing geothermal leases; and all zoning ordinances and applicable building codes, laws and regulations apparent or of record.

To have and to hold all and singular the premises, together with the appurtenances, to GRANTEE and to GRANTEE'S heirs, successors and assigns forever.

IN WITNESS WHEREOF, the said GRANTORS have executed this instrument this 5 day of Sept, 2015.

[Signatures and Acknowledgments on following pages]

GRANTORS

Riverside Farms, an Idaho general Partnership (aka A Riverside Farms and Riverside Farms Partnership)

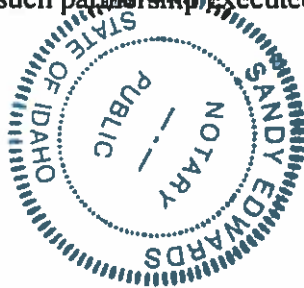
By: Unit 2 LLC, an Idaho limited liability company and General Partner

By: *Richard L. Crapo*
Richard L. Crapo, Manager

George M. Crapo
George M. Crapo

STATE OF IDAHO)
County of *Idaho*) ss

On this *9* day of *September*, in the year 2015, before me, *Sandy Edwards*, a Notary Public in and for said State, personally appeared Richard L. Crapo, known or identified to me (or proved to me on the oath of _____), to be the Manager of Unit 2 LLC, a General Partner of Riverside Farms (aka A Riverside Farms and Riverside Farms Partnership) the partnership that executed the instrument or the person who executed the instrument on behalf of said partnership, and acknowledged to me that such partnership executed the same.



Sandy Edwards
Notary Public for Idaho
Residing at: *Meridian*
My Commission Expires: *1-29-2016*

STATE OF IDAHO)
County of Fremont):SS
)

On this 8 day of September, in the year 2015, before me,
Sandy Edwards, a Notary Public in and for said State, personally appeared
George M Crapo, known or identified to me (or proved to me on the oath of
_____), to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.



Sandy Edwards
Notary Public for Idaho
Residing at: Newdale
My Commission Expires: 1-29-2016

EXHIBIT A

Real Property Description

Parcel 1 - Parkinson #5 North

Part of Section 28, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N00°01'36"W 1182.13 feet along the West line of the SW 1/4 of the SE 1/4 of said Section 28, from the South 1/4 corner of said Section 28 and running thence N89°14'59"W 119.39 feet; thence N00°15'38"W 777.27 feet; thence S89°49'23"E 749.96 feet to the Centerline of Moody Creek; thence along said Centerline the following five (5) courses; (1) S49°50'58"E 75.72 feet; (2) S50°34'53"E 422.08 feet; (3) S48°05'57"E 400.24 feet; (4) S32°20'12"E 239.88 feet; (5) S16°10'01"E 8.90 feet; thence N89°14'59"W 1559.18 feet to the Point of Beginning.

Parcel contains 21.61 acres, and is subject to Rights-of-Way and Easements of record.

Together with a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Sections 28 and 33, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°34'53"E 2459.28 feet along the East-West Centerline of said Section 33, from the West 1/4 corner of said Section 33, said point being coincident with the intersection of County Road E 2000 S, and an existing Farm Road, said point also being the beginning of said Easement centerline; thence along said Farm Road and Easement centerline the following six (6) courses; (1) N00°15'17"W 1558.87 feet; (2) N01°01'51"W 1067.22 feet; (3) N01°01'46"E 1200.97 feet; (4) N11°08'23"E 72.22 feet; (5) N29°30'05"E 56.96 feet; (6) N68°13'08"E 54.93 feet to the end of said easement Centerline.

Provided, however, that the owner of the property described as Parcel 1 above shall not use the easement granted herein in any manner as to damage the property subject to the easement described above or crops growing or stored thereon or to unreasonably interfere with the use and enjoyment of the property subject to the easement described above by its owner. If the owner of the property described as Parcel 1 above, or its successor in interest, intentionally or negligently causes damage to the property subject to the easement described above or crops growing or stored thereon in using the easement granted herein, such owner, or its successor in interest, shall repair the damage at the expense of such owner, or its successor in interest. The easement granted herein shall run with the land and be a burden upon the property described in the easement above for the benefit of the Parcel 1 described above.

Parcel 2 - Parkinson #1 and #2 South

Part of Sections 28, 29, 32 and 33, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Commencing at the East 1/4 corner of said Section 32, and running thence N89°54'25"W 1311.06 feet along the South line of the Northeast 1/4 of said Section 32 to the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 32; thence N00°19'27"W 2635.13 feet along the West line of said East 1/2 to the North line of said Section 32; thence S89°59'21"W 1595.55 feet along the North line of said Section 32 to the Easterly boundary of property described as Tract 5 in a Warranty Deed recorded as Instrument Number 354381; thence along said Easterly boundary the following three (3) courses; (1) N41°06'32"E 1156.40 feet; (2) N63°00'22"E 200.37 feet; (3) N38°51'22"E 1255.95 feet; thence S89°49'23"E 3433.67 feet; thence S00°39'49"E 774.83 feet; thence S89°14'59"E 178.49 feet to the centerline of an existing farm road; thence S00°39'49"E 3807.78 feet along said centerline to the South line of the NW 1/4 of said Section 33; thence N89°34'53"W 2470.55 feet along said South line to the Point of Beginning.

Parcel contains 424.26 acres, and is subject to Rights-of-Way and Easements of record.

Subject to a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Sections 28 and 33, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°34'53"E 2459.28 feet along the East-West Centerline of said Section 33, from the West 1/4 corner of said Section 33, said point being coincident with the intersection of County Road E 2000 S, and an existing Farm Road, said point also being the beginning of said Easement centerline; thence along said Farm Road and Easement centerline the following eleven (11) courses; (1) N00°15'17"W 1558.87 feet; (2) N01°01'51"W 1067.22 feet; (3) N00°05'53"E 1189.51 feet; (4) N02°49'48"E 41.94 feet; (5) N05°03'19"W 47.88 feet; (6) N37°32'31"W 123.56 feet; (7) N28°35'04"W 97.88 feet; (8) N20°33'32"W 67.35 feet; (9) N19°16'03"W 82.33 feet; (10) N11°08'01"W 55.00 feet; (11) N00°36'19"W 351.41 feet to the end of said easement Centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit B. The owner of the property described on Exhibit B shall not use the easement granted herein in any manner as to damage the property described above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property described above by its owner. If the owner of the property described on Exhibit B intentionally or negligently causes damage to the property described above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit B shall repair the damage at said owner's expense.

The easement described herein shall run with the land and be a burden upon the property described above for the benefit of the property described on Exhibit B.

Subject to a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Sections 28 and 33, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°34'53"E 2459.28 feet along the East-West Centerline of said Section 33, from the West 1/4 corner of said Section 33, said point being coincident with the intersection of County Road E 2000 S, and an existing Farm Road, said point also being the beginning of said Easement centerline; thence along said Farm Road and Easement centerline the following six (6) courses; (1) N00°15'17"W 1558.87 feet; (2) N01°01'51"W 1067.22 feet; (3) N01°01'46"E 1200.97 feet; (4) N11°08'23"E 72.22 feet; (5) N29°30'05"E 56.96 feet; (6) N68°13'08"E 54.93 feet to the end of said easement Centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit C. The owner of the property described on Exhibit C shall not use the easement granted herein in any manner as to damage the property described above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property described above by its owner. If the owner of the property described on Exhibit C intentionally or negligently causes damage to the property described above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit C shall repair the damage at said owner's expense. The easement described herein shall run with the land and be a burden upon the property described above for the benefit of the property described on Exhibit C.

Subject to a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Sections 28 and 33, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°34'53"E 2459.28 feet along the East-West Centerline of said Section 33, from the West 1/4 corner of said Section 33, said point being coincident with the intersection of County Road E 2000 S, and an existing Farm Road, said point also being the beginning of said Easement centerline; thence along said Farm Road and Easement centerline the following three (3) courses; (1) N00°15'17"W 1558.87 feet; (2) N01°01'51"W 1067.22 feet; (3) N00°05'53"E 1189.51 feet to the end of said easement Centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit D. The owner of the property described on Exhibit D shall not use the easement granted herein in any manner as to damage the property described above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property described above by its owner.

If the owner of the property described on Exhibit D intentionally or negligently causes damage to the property described above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit D shall repair the damage at said owner's expense. The easement described herein shall run with the land and be a burden upon the property described above for the benefit of the property described on Exhibit D.

Parcel 3 - RIV35 Cellar and Lot

Part of the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°56'20"E 423.46 feet along the South line of the Northwest 1/4 of said Section 34, from the West 1/4 corner of said Section 34, and running thence N00°03'40"E 132.76 feet; thence S89°56'20"E 335.92 feet; thence S00°03'40"W 132.76 feet to the South line of the Northwest 1/4 of said Section 34; thence N89°56'20"W 335.92 feet along said South line to the point of beginning.

Parcel contains 1.02 acres, and is subject to Rights-of-Way and Easements of record.

Together with a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Section 34, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°56'20"E 230.02 feet along the Section line, and N00°03'40"E 20.00 feet from the West 1/4 corner of said Section 34, said point being coincident with County Road E 1500 S, and beginning of said Easement centerline, and running thence S89°56'20"E 579.35 feet along said Easement centerline to the end of said easement centerline.

Provided, however, that the owner of the property described as Parcel 3 above shall not use the easement granted herein in any manner as to damage the property subject to the easement described above or crops growing or stored thereon or to unreasonably interfere with the use and enjoyment of the property subject to the easement described above by its owner. If the owner of the property described as Parcel 3 above, or its successor in interest, intentionally or negligently causes damage to the property subject to the easement described above or crops growing or stored thereon in using the easement granted herein, such owner, or its successor in interest, shall repair the damage at the expense of such owner, or its successor in interest. The easement granted herein shall run with the land and be a burden upon the property described in the easement above for the benefit of the Parcel 3 described above.

Parcel 4 - RIV38 Granary and Lot

Part of the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°56'20"E 759.38 feet along the South line of the Northwest 1/4 of said Section 34, from the West ¼ corner of said Section 34, and running thence N00°03'40"E 232.36 feet; thence N89°56'20"W 44.13 feet; thence N00°03'40"E 174.51 feet; thence S89°56'20"E 249.26 feet; thence S00°03'40"W 406.87 feet to the South line of the Northwest 1/4 of said Section 34; thence N89°56'20"W 205.14 feet along said South line to the point of beginning.

Parcel contains 2.09 acres, and is subject to Rights-of-Way and Easements of record.

Together with a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Section 34, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°56'20"E 230.02 feet along the Section line, and N00°03'40"E 20.00 feet from the West 1/4 corner of said Section 34, said point being coincident with County Road E 1500 S, and beginning of said Easement centerline, and running thence S89°56'20"E 579.35 feet along said Easement centerline to the end of said easement centerline.

Provided, however, that the owner of the property described as Parcel 4 above shall not use the easement granted herein in any manner as to damage the property subject to the easement described above or crops growing or stored thereon or to unreasonably interfere with the use and enjoyment of the property subject to the easement described above by its owner. If the owner of the property described as Parcel 4 above, or its successor in interest, intentionally or negligently causes damage to the property subject to the easement described above or crops growing or stored thereon in using the easement granted herein, such owner, or its successor in interest, shall repair the damage at the expense of such owner, or its successor in interest. The easement granted herein shall run with the land and be a burden upon the property described in the easement above for the benefit of the Parcel 4 described above.

EXHIBIT B

Parkinson #2 North, #3

Part of Sections 20, 21, 28 and 29, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Commencing at the North 1/4 corner of said Section 28, and running thence S00°01'36"E 2935.39 feet along the North-South Centerline of said Section 28 to the centerline of Moody Creek, said centerline location determined by ground survey together with a Record of Survey recorded as Instrument Number 331830; thence along said centerline the following three (3) courses; (1) S65°00'28"E 6.59 feet; (2) S72°14'19"E 370.43 feet; (3) S49°50'58"E 351.68 feet; thence N89°49'23"W 4439.55 feet to the Easterly boundary of property described as Tract 5 in a Warranty Deed recorded as Instrument Number 354381; thence along said Easterly boundary the following four (4) courses; (1) N38°51'22"E 835.80 feet; (2) N01°21'33"E 1103.19 feet; (3) N10°08'29"E 205.05 feet to a point on a curve; (4) thence along said curve to the left 1972.98 feet; (Curve Data: Delta = 88°10'39", R = 1282.00 feet) chord bears N53°49'17"W 1783.96 feet to the Easterly Right-of-Way of the Union Pacific Railroad; thence along said Right-of-Way the following four (4) courses; (1) N61°11'14"E 404.41 feet to a point of curve; (2) thence along said curve to the left 909.43 feet; (Curve Data: Delta = 15°09'45", R = 3436.58 feet) chord bears N54°05'30"E 906.78 feet; (3) N45°31'21"E 969.50 feet to a point of curve; (4) thence along said curve to the left 407.62 feet; (Curve Data: Delta = 21°26'16", R = 1089.43 feet) chord bears N37°08'11"E 405.25 feet to the West line of said Section 21; thence S00°00'43"E 127.68 feet along said Section line to the North line of the South 1/2 of the SW 1/4 of said Section 21; thence S89°18'57"E 2638.82 feet along said North line to the East line of the SW 1/4 of said Section 21; thence S00°00'12"E 1314.30 feet along said East line to the Point of Beginning.

Parcel contains 369.50 acres and is subject to Rights-of-Way and Easements of record.

EXHIBIT C

Parkinson #5 North

Part of Section 28, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N00°01'36"W 1182.13 feet along the West line of the SW 1/4 of the SE 1/4 of said Section 28, from the South 1/4 corner of said Section 28 and running thence N89°14'59"W 119.39 feet; thence N00°15'38"W 777.27 feet; thence S89°49'23"E 749.96 feet to the Centerline of Moody Creek; thence along said Centerline the following five (5) courses; (1) S49°50'58"E 75.72 feet; (2) S50°34'53"E 422.08 feet; (3) S48°05'57"E 400.24 feet; (4) S32°20'12"E 239.88 feet; (5) S16°10'01"E 8.90 feet; thence N89°14'59"W 1559.18 feet to the Point of Beginning.

Parcel contains 21.61 acres, and is subject to Rights-of-Way and Easements of record.

EXHIBIT D

Parkinson Shop and House

Part of the Southwest 1/4 of Section 28, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N00°01'36"W 1183.75 feet along the East line of the Southwest 1/4 of said Section 28, and S89°58'24"W 119.38 feet from the South 1/4 corner of said Section 28, and running thence N89°14'59"W 250.51 feet; thence N00°39'49"W 774.83 feet; thence S89°49'23"E 255.92 feet; thence S00°15'38"E 777.27 feet to the point of beginning.

Parcel contains 4.51 acres, and is subject to Rights-of-Way and Easements of record.

WHEN RECORDED RETURN TO:
DuPree Stewart Taylor & Morris
P.O. Box 723
Rexburg, Idaho 83440

Instrument # 397784
REXBURG, MADISON, IDAHO
9-17-2015 02:03:18 PM No. of Pages: 9
Recorded for : LANCE CRAPO
KIM H. MUIR Fee: 34.00
Ex-Officio Recorder Deputy 

QUITCLAIM DEED

GRANTORS, Riverside Farms, an Idaho general partnership, (aka A Riverside Farms and Riverside Farms Partnership) and George M. Crapo for a good and valuable consideration the receipt whereof is hereby acknowledged, do REMISE, RELEASE, and forever QUITCLAIM, unto Fromover 9 LLC, an Idaho limited liability company, whose mailing address is 1926 East 700 North, St. Anthony, Idaho 83445, as GRANTEE, and to GRANTEE'S heirs, successors and assigns, forever, all the real property situated in Madison County, Idaho described on the attached Exhibit A.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging to or in any manner appertaining thereto, including without limitation any and all water claims, water rights, ditch and ditch rights, canal and canal rights, water permits, water licenses, water storage rights, and water shares and stock in any applicable canal company or similar entity appertaining to all or any part of such property, the reversion and reversions, remainder and remainders, rents, issues, and profits of such property.

SUBJECT to all existing patent reservations, easements, rights of way, protective and restrictive covenants; all existing geothermal leases; and all zoning ordinances and applicable building codes, laws and regulations apparent or of record.

To have and to hold all and singular the premises, together with the appurtenances, to GRANTEE and to GRANTEE'S heirs, successors and assigns forever.

 IN WITNESS WHEREOF, the said GRANTORS have executed this instrument this 5 day of Sept, 2015.

[Signatures and Acknowledgments on following pages]

GRANTORS

Riverside Farms, an Idaho general Partnership (aka A Riverside Farms and Riverside Farms Partnership)

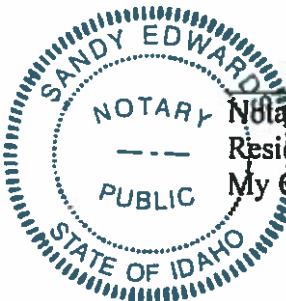
By: Unit 2 LLC, an Idaho limited liability company and General Partner

By: *Richard L. Crapo*
Richard L. Crapo, Manager

George M. Crapo
George M. Crapo

STATE OF IDAHO)
County of *Fremont*):ss
)

On this *8* day of *September*, in the year 2015, before me, *Sandy Edwards*, a Notary Public in and for said State, personally appeared Richard L. Crapo, known or identified to me (or proved to me on the oath of _____), to be the Manager of Unit 2 LLC, a General Partner of Riverside Farms (aka A Riverside Farms and Riverside Farms Partnership) the partnership that executed the instrument or the person who executed the instrument on behalf of said partnership, and acknowledged to me that such partnership executed the same.

 *Sandy Edwards*
Notary Public for Idaho
Residing at: *Newdale*
My Commission Expires: *1-29-2016*

STATE OF IDAHO)
County of Fremont) :ss

On this 8 day of September, in the year 2015, before me, Sandy Edwards, a Notary Public in and for said State, personally appeared George M. Crapo, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Sandy Edwards
Notary Public for Idaho
Residing at: Harbale
My Commission Expires: 1-29-2016

EXHIBIT A

Real Property Description

Parkinson #5

Part of Section 28, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Commencing at the South 1/4 corner of said Section 28, and running thence N89°17'56"W 178.26 feet to the center of an existing farm road; thence N00°39'49"W along said centerline 1182.54 feet; thence S89°14'59"E 1631.20 feet to the centerline of Moody Creek; thence along said centerline the following four (4) courses; (1) S16°10'01"E 67.32 feet; (2) S09°03'51"W 252.45 feet; (3) S11°35'44"E 188.96 feet; (4) S40°23'24"E 119.01 feet; thence S00°14'10"W 592.31 feet to the South line of said Section 28; thence N89°17'56"W 1530.86 feet along said Section line to the Point of Beginning.

Parcel contains 45.43 acres, and is subject to Rights-of-Way and Easements of Record.

Together with a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Sections 28 and 33, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°34'53"E 2459.28 feet along the East-West Centerline of said Section 33, from the West 1/4 corner of said Section 33, said point being coincident with the intersection of County Road E 2000 S, and an existing Farm Road, said point also being the beginning of said Easement centerline; thence along said Farm Road and Easement centerline the following three (3) courses; (1) N00°15'17"W 1558.87 feet; (2) N01°01'51"W 1067.22 feet; (3) N00°05'53"E 1189.51 feet to the end of said easement Centerline.

Provided, however, that the owner of the property described above shall not use the easement granted herein in any manner as to damage the property subject to the easement described above or crops growing or stored thereon or to unreasonably interfere with the use and enjoyment of the property subject to the easement described above by its owner. If the owner of the property described above, or its successor in interest, intentionally or negligently causes damage to the property subject to the easement described above or crops growing or stored thereon in using the easement granted herein, such owner, or its successor in interest, shall repair the damage at the expense of such owner, or its successor in interest. The easement granted herein shall run with the land and be a burden upon the property described in the easement above for the benefit of the property described above.

Subject to a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet

on both sides of the following described centerline:

Part of Sections 28 and 33, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°34'53"E 2459.28 feet along the East-West Centerline of said Section 33, from the West 1/4 corner of said Section 33, said point being coincident with the intersection of County Road E 2000 S, and an existing Farm Road, said point also being the beginning of said Easement centerline; thence along said Farm Road and Easement centerline the following eleven (11) courses; (1) N00°15'17"W 1558.87 feet; (2) N01°01'51"W 1067.22 feet; (3) N00°05'53"E 1189.51 feet; (4) N02°49'48"E 41.94 feet; (5) N05°03'19"W 47.88 feet; (6) N37°32'31"W 123.56 feet; (7) N28°35'04"W 97.88 feet; (8) N20°33'32"W 67.35 feet; (9) N19°16'03"W 82.33 feet; (10) N11°08'01"W 55.00 feet; (11) N00°36'19"W 351.41 feet to the end of said easement Centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit B. The owner of the property described on Exhibit B shall not use the easement granted herein in any manner as to damage the property described above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property described above by its owner. If the owner of the property described on Exhibit B intentionally or negligently causes damage to the property described above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit B shall repair the damage at said owner's expense. The easement described herein shall run with the land and be a burden upon the property described above for the benefit of the property described on Exhibit B.

Subject to a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Sections 28 and 33, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°34'53"E 2459.28 feet along the East-West Centerline of said Section 33, from the West 1/4 corner of said Section 33, said point being coincident with the intersection of County Road E 2000 S, and an existing Farm Road, said point also being the beginning of said Easement centerline; thence along said Farm Road and Easement centerline the following six (6) courses; (1) N00°15'17"W 1558.87 feet; (2) N01°01'51"W 1067.22 feet; (3) N01°01'46"E 1200.97 feet; (4) N11°08'23"E 72.22 feet; (5) N29°30'05"E 56.96 feet; (6) N68°13'08"E 54.93 feet to the end of said easement Centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit C. The owner of the property described on Exhibit C shall not use the easement granted herein in any manner as to damage the property described above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property described above by its owner. If the owner of the property described on Exhibit C intentionally or negligently causes damage to

the property described above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit C shall repair the damage at said owner's expense. The easement described herein shall run with the land and be a burden upon the property described above for the benefit of the property described on Exhibit C.

Subject to a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Sections 28 and 33, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°34'53"E 2459.28 feet along the East-West Centerline of said Section 33, from the West 1/4 corner of said Section 33, said point being coincident with the intersection of County Road E 2000 S, and an existing Farm Road, said point also being the beginning of said Easement centerline; thence along said Farm Road and Easement centerline the following three (3) courses; (1) N00°15'17"W 1558.87 feet; (2) N01°01'51"W 1067.22 feet; (3) N00°05'53"E 1189.51 feet to the end of said easement Centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit D. The owner of the property described on Exhibit D shall not use the easement granted herein in any manner as to damage the property described above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property described above by its owner. If the owner of the property described on Exhibit D intentionally or negligently causes damage to the property described above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit D shall repair the damage at said owner's expense. The easement described herein shall run with the land and be a burden upon the property described above for the benefit of the property described on Exhibit D.

EXHIBIT B

Parkinson #2 North, #3

Part of Sections 20, 21, 28 and 29, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Commencing at the North 1/4 corner of said Section 28, and running thence S00°01'36"E 2935.39 feet along the North-South Centerline of said Section 28 to the centerline of Moody Creek, said centerline location determined by ground survey together with a Record of Survey recorded as Instrument Number 331830; thence along said centerline the following three (3) courses; (1) S65°00'28"E 6.59 feet; (2) S72°14'19"E 370.43 feet; (3) S49°50'58"E 351.68 feet; thence N89°49'23"W 4439.55 feet to the Easterly boundary of property described as Tract 5 in a Warranty Deed recorded as Instrument Number 354381; thence along said Easterly boundary the following four (4) courses; (1) N38°51'22"E 835.80 feet; (2) N01°21'33"E 1103.19 feet; (3) N10°08'29"E 205.05 feet to a point on a curve; (4) thence along said curve to the left 1972.98 feet; (Curve Data: Delta = 88°10'39", R = 1282.00 feet) chord bears N53°49'17"W 1783.96 feet to the Easterly Right-of-Way of the Union Pacific Railroad; thence along said Right-of-Way the following four (4) courses; (1) N61°11'14"E 404.41 feet to a point of curve; (2) thence along said curve to the left 909.43 feet; (Curve Data: Delta = 15°09'45", R = 3436.58 feet) chord bears N54°05'30"E 906.78 feet; (3) N45°31'21"E 969.50 feet to a point of curve; (4) thence along said curve to the left 407.62 feet; (Curve Data: Delta = 21°26'16", R = 1089.43 feet) chord bears N37°08'11"E 405.25 feet to the West line of said Section 21; thence S00°00'43"E 127.68 feet along said Section line to the North line of the South 1/2 of the SW 1/4 of said Section 21; thence S89°18'57"E 2638.82 feet along said North line to the East line of the SW 1/4 of said Section 21; thence S00°00'12"E 1314.30 feet along said East line to the Point of Beginning.

Parcel contains 369.50 acres and is subject to Rights-of-Way and Easements of record.

EXHIBIT C

Parkinson #5 North

Part of Section 28, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N00°01'36"W 1182.13 feet along the West line of the SW 1/4 of the SE 1/4 of said Section 28, from the South 1/4 corner of said Section 28 and running thence N89°14'59"W 119.39 feet; thence N00°15'38"W 777.27 feet; thence S89°49'23"E 749.96 feet to the Centerline of Moody Creek; thence along said Centerline the following five (5) courses; (1) S49°50'58"E 75.72 feet; (2) S50°34'53"E 422.08 feet; (3) S48°05'57"E 400.24 feet; (4) S32°20'12"E 239.88 feet; (5) S16°10'01"E 8.90 feet; thence N89°14'59"W 1559.18 feet to the Point of Beginning.

Parcel contains 21.61 acres, and is subject to Rights-of-Way and Easements of record.

EXHIBIT D

Parkinson Shop and House

Part of the Southwest 1/4 of Section 28, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N00°01'36"W 1183.75 feet along the East line of the Southwest 1/4 of said Section 28, and S89°58'24"W 119.38 feet from the South 1/4 corner of said Section 28, and running thence N89°14'59"W 250.51 feet; thence N00°39'49"W 774.83 feet; thence S89°49'23"E 255.92 feet; thence S00°15'38"E 777.27 feet to the point of beginning.

Parcel contains 4.51 acres, and is subject to Rights-of-Way and Easements of record.

WHEN RECORDED RETURN TO:
DuPree Stewart Taylor & Morris
P.O. Box 723
Rexburg, Idaho 83440

Instrument # 397786
REXBURG, MADISON, IDAHO
9-17-2015 02:09:54 PM No. of Pages: 12
Recorded for : LANCE CRAPO
KIM H. MUIR Fee: 43.00
Ex-Officio Recorder Deputy 812

QUITCLAIM DEED

GRANTORS, Riverside Farms, an Idaho general partnership, (aka A Riverside Farms and Riverside Farms Partnership) and George M. Crapo for a good and valuable consideration the receipt whereof is hereby acknowledged, do REMISE, RELEASE, and forever QUITCLAIM, unto RGC Farms LLC, an Idaho limited liability company, whose mailing address is P.O. Box 182, Parker, Idaho 83438, as GRANTEE, and to GRANTEE'S heirs, successors and assigns, forever, all the real property situated in Madison County, Idaho described on the attached Exhibit A.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging to or in any manner appertaining thereto, including without limitation any and all water claims, water rights, ditch and ditch rights, canal and canal rights, water permits, water licenses, water storage rights, and water shares and stock in any applicable canal company or similar entity appertaining to all or any part of such property, the reversion and reversions, remainder and remainders, rents, issues, and profits of such property.

SUBJECT to all existing patent reservations, easements, rights of way, protective and restrictive covenants; all existing geothermal leases; and all zoning ordinances and applicable building codes, laws and regulations apparent or of record.

To have and to hold all and singular the premises, together with the appurtenances, to GRANTEE and to GRANTEE'S heirs, successors and assigns forever.

IN WITNESS WHEREOF, the said GRANTORS have executed this instrument this 5 day of Sept, 2015.

[Signatures and Acknowledgments on following pages]

GRANTORS

Riverside Farms, an Idaho general Partnership (aka A Riverside Farms and Riverside Farms Partnership)

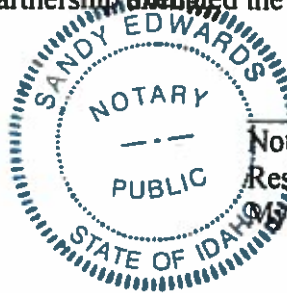
By: Unit 2 LLC, an Idaho limited liability company and General Partner

By: *Richard L. Crapo*
Richard L. Crapo, Manager

George M. Crapo
George M. Crapo

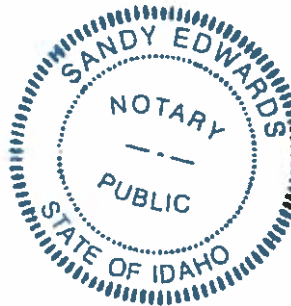
STATE OF IDAHO)
County of *Fremont*) ss

On this *9* day of *September* in the year 2015, before me, *Sandy Edwards*, a Notary Public in and for said State, personally appeared Richard L. Crapo, known or identified to me (or proved to me on the oath of *Sandy Edwards*), to be the Manager of Unit 2 LLC, a General Partner of Riverside Farms (aka A Riverside Farms and Riverside Farms Partnership) the partnership that executed the instrument or the person who executed the instrument on behalf of said partnership, and acknowledged to me that such partnership executed the same.



Sandy Edwards
Notary Public for Idaho
Residing at: *Newdale*
Commission Expires: *1-29-2016*

On this 8 day of September, in the year 2015, before me,
Sandy Schwab, a Notary Public in and for said State, personally appeared
George M. Crapo, known or identified to me (or proved to me on the oath of
), to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.



Sandy Edwards
Notary Public for Idaho
Residing at: *Naudale*
My Commission Expires: *1-29-2016*

EXHIBIT A

Real Property Description

Parkinson #4 and #6 South

Part of Sections 33 and 34, Township 6 North, Range 41 East, B.M., Madison County Idaho, described as:

Commencing at the Northwest corner of said Section 34, and running thence N89°59'19"E 596.27 feet along the North line of said Section 34 to the Centerline of Moody Creek; thence along said Centerline the following nine (9) courses; (1) S30°35'15"E 99.15 feet; (2) S21°59'06"E 227.66 feet; (3) S16°25'38"E 232.73 feet; (4) S04°42'26"W 276.11 feet; (5) S06°45'42"W 303.04 feet; (6) S34°33'55"E 188.57 feet; (7) S57°52'42"E 268.70 feet; (8) S44°01'05"E 249.04 feet; (9) S75°30'49"E 69.98 feet to the East line of the SW 1/4 of the NW 1/4 of said Section 34; thence S00°00'05"W 1021.93 feet along said East line to the South line of the NW 1/4 of said Section 34; thence N89°56'20"W along said South line, 348.03 feet; thence N00°03'40"E 406.87 feet; thence N89°56'20"W 704.49 feet; thence S00°03'40"W 406.87 feet to the South line of said NW 1/4; thence N89°56'20"W 260.02 feet along said South line to the East 1/4 corner of said Section 33; thence N89°34'53"W 2790.13 feet along the East-West Centerline of said Section 33 to the Centerline of an existing farm road; thence N00°39'49"W 2625.24 feet along said Centerline to the North line of the NW 1/4 of said Section 33; thence S89°17'56"E 178.26 feet along said North line to the North 1/4 corner of said Section 33; thence S89°17'56"E 2640.19 feet along the North line of the NE 1/4 of said Section 33 to the Point of Beginning.

Parcel contains 222.64 acres, and is subject to Rights-of-Way and Easements of record.

Subject to a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Sections 28 and 33, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°34'53"E 2459.28 feet along the East-West Centerline of said Section 33, from the West 1/4 corner of said Section 33, said point being coincident with the intersection of County Road E 2000 S, and an existing Farm Road, said point also being the beginning of said Easement centerline; thence along said Farm Road and Easement centerline the following eleven (11) courses; (1) N00°15'17"W 1558.87 feet; (2) N01°01'51"W 1067.22 feet; (3) N00°05'53"E 1189.51 feet; (4) N02°49'48"E 41.94 feet; (5) N05°03'19"W 47.88 feet; (6) N37°32'31"W 123.56 feet; (7) N28°35'04"W 97.88 feet; (8) N20°33'32"W 67.35 feet; (9) N19°16'03"W 82.33 feet; (10) N11°08'01"W 55.00 feet; (11) N00°36'19"W 351.41 feet to the end of said easement Centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit B.

The owner of the property described on Exhibit B shall not use the easement granted herein in any manner as to damage the property described above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property described above by its owner. If the owner of the property described on Exhibit B intentionally or negligently causes damage to the property described above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit B shall repair the damage at said owner's expense. The easement described herein shall run with the land and be a burden upon the property described above for the benefit of the property described on Exhibit B.

Subject to a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Sections 28 and 33, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°34'53"E 2459.28 feet along the East-West Centerline of said Section 33, from the West 1/4 corner of said Section 33, said point being coincident with the intersection of County Road E 2000 S, and an existing Farm Road, said point also being the beginning of said Easement centerline; thence along said Farm Road and Easement centerline the following six (6) courses; (1) N00°15'17"W 1558.87 feet; (2) N01°01'51"W 1067.22 feet; (3) N01°01'46"E 1200.97 feet; (4) N11°08'23"E 72.22 feet; (5) N29°30'05"E 56.96 feet; (6) N68°13'08"E 54.93 feet to the end of said easement Centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit C. The owner of the property described on Exhibit C shall not use the easement granted herein in any manner as to damage the property described above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property described above by its owner. If the owner of the property described on Exhibit C intentionally or negligently causes damage to the property described above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit C shall repair the damage at said owner's expense. The easement described herein shall run with the land and be a burden upon the property described above for the benefit of the property described on Exhibit C.

Subject to a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Section 34, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°56'20"E 240.02 feet along the Section line, from the West 1/4 corner of said Section 34, said point being coincident with the center of County Road E 1500 S, and beginning of said Easement centerline; thence along said Easement centerline the following twelve (12) courses; (1) N00°03'40"E 426.87 feet; (2) S89°56'20"E 537.21 feet; (3) N18°31'40"E 236.45 feet; (4) N01°44'15"E 165.19 feet; (5) N12°04'10"W 152.81 feet; (6) N55°57'01"W

258.50 feet; (7) N37°41'19"W 308.06 feet; (8) N09°31'31"W 194.95 feet; (9) N00°38'27"E 253.96 feet; (10) N10°23'58"E 267.81 feet; (11) N03°26'21"W 141.12 feet; (12) N29°03'03"W 523.01 feet to the end of said easement centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit D. The owner of the property described on Exhibit D shall not use the easement granted herein in any manner as to damage the property described above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property described above by its owner. If the owner of the property described on Exhibit D intentionally or negligently causes damage to the property described above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit D shall repair the damage at said owner's expense. The easement described herein shall run with the land and be a burden upon the property described above for the benefit of the property described on Exhibit D.

Subject to a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Sections 28 and 33, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°34'53"E 2459.28 feet along the East-West Centerline of said Section 33, from the West 1/4 corner of said Section 33, said point being coincident with the intersection of County Road E 2000 S, and an existing Farm Road, said point also being the beginning of said Easement centerline; thence along said Farm Road and Easement centerline the following three (3) courses; (1) N00°15'17"W 1558.87 feet; (2) N01°01'51"W 1067.22 feet; (3) N00°05'53"E 1189.51 feet to the end of said easement Centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit E. The owner of the property described on Exhibit E shall not use the easement granted herein in any manner as to damage the property described above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property described above by its owner. If the owner of the property described on Exhibit E intentionally or negligently causes damage to the property described above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit E shall repair the damage at said owner's expense. The easement described herein shall run with the land and be a burden upon the property described above for the benefit of the property described on Exhibit E.

Subject to a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Section 34, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°56'20"E 230.02 feet along the Section line, and N00°03'40"E

20.00 feet from the West 1/4 corner of said Section 34, said point being coincident with County Road E 1500 S, and beginning of said Easement centerline, and running thence S89°56'20"E 579.35 feet along said Easement centerline to the end of said easement centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit F. The owner of the property described on Exhibit F shall not use the easement granted herein in any manner as to damage the property described above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property described above by its owner. If the owner of the property described on Exhibit F intentionally or negligently causes damage to the property described above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit F shall repair the damage at said owner's expense. The easement described herein shall run with the land and be a burden upon the property described above for the benefit of the property described on Exhibit F.

EXHIBIT B

Parkinson #2 North, #3

Part of Sections 20, 21, 28 and 29, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Commencing at the North 1/4 corner of said Section 28, and running thence S00°01'36"E 2935.39 feet along the North-South Centerline of said Section 28 to the centerline of Moody Creek, said centerline location determined by ground survey together with a Record of Survey recorded as Instrument Number 331830; thence along said centerline the following three (3) courses; (1) S65°00'28"E 6.59 feet; (2) S72°14'19"E 370.43 feet; (3) S49°50'58"E 351.68 feet; thence N89°49'23"W 4439.55 feet to the Easterly boundary of property described as Tract 5 in a Warranty Deed recorded as Instrument Number 354381; thence along said Easterly boundary the following four (4) courses; (1) N38°51'22"E 835.80 feet; (2) N01°21'33"E 1103.19 feet; (3) N10°08'29"E 205.05 feet to a point on a curve; (4) thence along said curve to the left 1972.98 feet; (Curve Data: Delta = 88°10'39", R = 1282.00 feet) chord bears N53°49'17"W 1783.96 feet to the Easterly Right-of-Way of the Union Pacific Railroad; thence along said Right-of-Way the following four (4) courses; (1) N61°11'14"E 404.41 feet to a point of curve; (2) thence along said curve to the left 909.43 feet; (Curve Data: Delta = 15°09'45", R = 3436.58 feet) chord bears N54°05'30"E 906.78 feet; (3) N45°31'21"E 969.50 feet to a point of curve; (4) thence along said curve to the left 407.62 feet; (Curve Data: Delta = 21°26'16", R = 1089.43 feet) chord bears N37°08'11"E 405.25 feet to the West line of said Section 21; thence S00°00'43"E 127.68 feet along said Section line to the North line of the South 1/2 of the SW 1/4 of said Section 21; thence S89°18'57"E 2638.82 feet along said North line to the East line of the SW 1/4 of said Section 21; thence S00°00'12"E 1314.30 feet along said East line to the Point of Beginning.

Parcel contains 369.50 acres and is subject to Rights-of-Way and Easements of record.

EXHIBIT C

Parkinson #5 North

Part of Section 28, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N00°01'36"W 1182.13 feet along the West line of the SW 1/4 of the SE 1/4 of said Section 28, from the South 1/4 corner of said Section 28 and running thence N89°14'59"W 119.39 feet; thence N00°15'38"W 777.27 feet; thence S89°49'23"E 749.96 feet to the Centerline of Moody Creek; thence along said Centerline the following five (5) courses; (1) S49°50'58"E 75.72 feet; (2) S50°34'53"E 422.08 feet; (3) S48°05'57"E 400.24 feet; (4) S32°20'12"E 239.88 feet; (5) S16°10'01"E 8.90 feet; thence N89°14'59"W 1559.18 feet to the Point of Beginning.

Parcel contains 21.61 acres, and is subject to Rights-of-Way and Easements of record.

EXHIBIT D

Parkinson #6 North

Part of Sections 27 and 28, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Commencing at the Southeast Corner of said Section 28, and running thence N89°17'56"W 1109.33 feet; thence N00°14'10"E 592.31 feet to the Centerline of Moody Creek; thence along said Centerline the following twenty (20) courses; (1) N73°44'44"E 121.22 feet; (2) N41°18'57"E 176.88 feet; (3) N21°06'26"E 289.99 feet; (4) N31°13'19"E 175.59 feet; (5) N41°08'00"E 295.88 feet; (6) N50°54'32"E 278.25 feet; (7) N72°43'30"E 171.53 feet; (8) N86°25'31"E 64.72 feet; (9) S61°48'19"E 155.96 feet; (10) S24°13'36"E 103.96 feet; (11) S07°32'09"E 286.50 feet; (12) S30°44'59"E 200.68 feet; (13) S53°41'22"E 255.65 feet; (14) S39°11'21"E 155.90 feet; (15) S02°56'47"E 155.08 feet; (16) S11°07'51"W 113.88 feet; (17) S19°25'50"W 104.75 feet; (18) S11°50'18"W 171.24 feet; (19) S09°14'04"E 78.49 feet; (20) S30°35'15"E 161.29 feet to the South line of said Section 27; thence S89°59'19"W 596.27 feet along said Section line to the point of beginning.

Parcel contains 45.80 acres, and is subject to Rights-of-Way and Easements of record.

EXHIBIT E

Parkinson Shop and House

Part of the Southwest 1/4 of Section 28, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N00°01'36"W 1183.75 feet along the East line of the Southwest 1/4 of said Section 28, and S89°58'24"W 119.38 feet from the South 1/4 corner of said Section 28, and running thence N89°14'59"W 250.51 feet; thence N00°39'49"W 774.83 feet; thence S89°49'23"E 255.92 feet; thence S00°15'38"E 777.27 feet to the point of beginning.

Parcel contains 4.51 acres, and is subject to Rights-of-Way and Easements of record.

EXHIBIT F

RIV36 Cellar and Lot

Part of the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°56'20"E 260.02 feet along the South line of the Northwest 1/4 of said Section 34, from the West 1/4 corner of said Section 34, and running thence N00°03'40"E 406.87 feet; thence S89°56'20"E 455.22 feet; thence S00°03'40"W 174.51 feet; thence S89°56'20"E 44.13 feet; thence S00°03'40"W 99.60 feet; thence N89°56'20"W 335.92 feet; thence S00°03'40"W 132.76 feet to the South line of the Northwest 1/4 of said Section 34; thence N89°56'20"W 163.44 feet along said South line to the point of beginning.

Parcel contains 3.46 acres, and is subject to Rights-of-Way and Easements of record.

Attachment No. 4
Power of Attorney



**Holden Kidwell
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