

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is executed to be effective as of October 30, 2012, by and between WEBSTER FARM, L.L.C., an Idaho limited liability company, ("Seller"), and CONSOLIDATED IRRIGATION COMPANY, an Idaho corporation, ("Buyer").

RECITALS:

A. Seller is the owner of the Property (as defined below) located in Franklin County, Idaho.

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller, the Property, a parcel of property for the construction of a certain hydroelectric power facility, and easements associated with the power facility, upon the terms, conditions and provisions set forth in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties set forth in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as set forth below.

1. DEFINITIONS. The following terms have the following meanings when used in this Agreement:

"Agreement". This Purchase and Sale Agreement, including all exhibits attached to this Agreement.

"Business Day". A day other than a Saturday, Sunday or day on which banking institutions in the City of Preston, Idaho are authorized or required by law or executive order to be closed.

"Cash". United States currency represented by cash in hand, certified or cashier's check, wire transfer or other readily available funds.

"Closing". The consummation of the Transaction, as evidenced by the delivery of all required funds and documents to Escrow Agent and the disbursement or delivery of such funds and documents by Escrow Agent in accordance with this Agreement and any other consistent instructions.

"Closing Date". The date upon which Closing occurs, to be on or before October 30, 2012, or a later date as the parties may agree to in writing.

"Conditions Precedent." The occurrence of each and every one of the following events: (1) Buyer receipt of the necessary approvals from the Federal Energy Regulatory Commission ("FERC") to construct a hydropower powerhouse on the Property; (2) Approval from PacifiCorp for power interconnection between the powerhouse and the power grid; (3) An issued and approved water right permit for the proposed hydropower usage from the Idaho Department of Water Resources ("IDWR"); (4) An issued and approved exchange for use of Mink Creek and Cub River water for filling of Johnson Reservoir in exchange for the existing water right associated with filling of Johnson Reservoir out of Worm Creek, which Worm Creek water is delivered through the canal to be obliterated as contemplated in this Agreement; (5) Written authorization for obliteration of the canal contemplated in this Agreement from any other users of the canal (the holders of Water Right Nos. 13-7757, 13-7758, 13-7765, and 13-7766); and (6) Upon completion of the three preceding conditions, a determination by the Buyer, in Buyer's sole discretion, that the hydropower project remains financially feasible based on pipe and other equipment prices associated with the hydropower project.

"County". Franklin County, Idaho, in which the Property is located.

"Easements". The easements described in Exhibit A attached to this Agreement.

"Effective Date". The date of this Agreement.

"Escrow". The escrow to be created in accordance with this Agreement.

"Escrow Agent". Fuller & Fuller, PLLC, c/o Steven R. Fuller, PO Box 191 Preston, ID 83263.

"Property". The land described in Exhibit B attached to this Agreement, the improvements located on the land, and any easements, rights of way, or other appurtenances running with or pertaining to the land, except for any and all water rights, no matter how evidenced, running with or pertaining to the land.

"Purchase Price". The total purchase price to be paid by Buyer for the Property, as set forth in Section 3 of this Agreement.

"Termination Date." In the event the Conditions Precedent are not met, the date this Agreement shall terminate, which shall be December 31, 2014.

"Transaction". The purchase and sale of the Property contemplated by this Agreement.

2. DEFINITIVE AGREEMENT FOR PURCHASE AND SALE OF PROPERTY.

2.1 General Agreement. Upon full execution, this Agreement will be a binding agreement between Buyer and Seller, for the purchase and sale of the Property and Easements (both the irrigation pipeline easements and the electrical power line easement), for two (2) free connections (including the associated pressure reducers) provided to Seller to the Glendale hydroelectric pipe to be installed, and one of the following two items to be determined in Consolidated Irrigation Company's sole discretion:

- (1) In addition to delivery of water associated with Seller's stock in the Consolidated Irrigation Company, an agreement to transport Seller's privately decreed water on an exchange basis, where such exchange shall be obtained by Consolidated Irrigation Company from IDWR at Consolidated's sole cost and expense; or
- (2) An agreement to exchange Seller's privately owned water rights in Worm Creek for shares of stock in the Consolidated Irrigation Company in an amount agreed to by the parties hereto.

With regards to the two (2) free connections, Consolidated will pay for the installation of the connections and their associated pressure reducers. Consistent with Consolidated's bylaws, Seller shall pay for the measuring devices, which Consolidated shall install at Consolidated's sole cost and expense, and thereafter, as provided in Consolidated's bylaws, Consolidated shall pay for and be responsible for maintenance of the measuring devices.

This Transaction is based upon on the terms, conditions and provisions set forth in this Agreement, including the Conditions Precedent described herein, and in the event the Conditions Precedent are not satisfied by the Termination Date, this Agreement shall be null and void and of no further effect. This Agreement supersedes all other written or oral agreements between Buyer and Seller concerning the Transaction. If Buyer and Seller execute any separate escrow instructions with respect to the Transaction on Escrow Agent's form, as may be modified by Buyer and/or Seller in the sole discretion of each, and if there is any conflict or inconsistency between any provision of such escrow instructions and any provision of this Agreement, the provision of this Agreement will control.

2.2 Conditions Precedent.

2.2.1 Escrow Instructions. This Agreement is subject to the Conditions Precedent as defined above. Buyer and Seller shall execute the necessary documents and provide the following instructions to Escrow Agent, as well as the necessary funds to Escrow Agent who shall retain the executed but unrecorded deeds described herein, as well as the Purchase Price funds paid by Buyer, until the Conditions Precedent are met.

2.2.2 Satisfaction of Conditions Precedent. If the Conditions Precedent are met prior to the Termination Date, the executed deeds shall be provided to the County by Escrow Agent to be recorded in the records of Franklin County at Buyer's sole cost and expense, and the Purchase Price funds shall thereafter be distributed by Escrow Agent to Seller.

Thereafter, Seller shall use the Purchase Price funds to pay for obliteration of a portion of an existing canal owned by the Buyer which is depicted on Exhibit C. By executing this Agreement, and provided the Conditions Precedent are satisfied, both Buyer and Seller—who are users of the canal to be obliterated under Water Right Nos. 13-300 and 13-299 (Seller) and 13-2022, 13-2102, and 13-2287 (Buyer)—hereby consent to the obliteration of the canal as required by Chapter 12 of Title 42 of the Idaho Code. The obliterated canal is described as beginning at the heading of the canal on Worm Creek in the NW1/4SE1/4 of Township 15S, Range 40E, Section 10, and continuing downstream to the southeastern edge of the Property. In the event the canal obliteration costs are less than \$4,000.00, Buyer shall retain any remaining amount above and beyond said \$4,000.00 as consideration for this Agreement. In the event the canal obliteration costs are more than \$4,000.00, Buyer shall pay to Seller any such excess amounts up to \$5,000.00, but Seller shall be responsible for any obliteration costs above \$5,000.00.

The canal that continues further downstream from the end of the obliterated canal (on Grantor's property down to where Glendale Road intersects with the road to a certain Zeolite mine), may be obliterated in the future at Buyer's sole cost and expense if the canal is replaced by a pipeline. To the extent possible and practical, Consolidated may place their pipeline and the 10" Webster mainline discussed in Section 4 below in this portion of the canal when said canal is filled in.

2.2.3 Non-satisfaction of Conditions Precedent By Occurrence of Termination Date. If the Conditions Precedent are not satisfied by the Termination Date, Buyer shall provide written notice of such non-satisfaction to Seller and Escrow Agent. Escrow Agent shall thereafter return the Purchase Price funds to Buyer, and shall also destroy the executed but unrecorded deeds described herein. The canal contemplated for obliteration as described in Section 2.2.2 shall remain existing and operational, and this Agreement shall thereafter be null and void and of no further effect, and the rights of Buyer and Seller shall revert back to their respective statuses as though this Agreement did not occur.

2.3 Indemnity. Grantee shall and does hereby indemnify Grantor against, and agrees to hold Grantor harmless from, any claim, demand or suit with respect to Grantee's use of the Property and Easements, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Grantor on account of or arising from any such claim, demand or suit arising out of Grantee's installation, maintenance, repair, and/or use of the Easements conveyed herein.

2.4 Grantee Rights of Access Prior to Recordation of Deeds. Grantor hereby acknowledges and agrees that Grantee, its agents, or other parties associated with the hydropower project may need to access the Property and the land burdened by the Easements, even prior to the recording of the deeds contemplated herein, for purposes of inspection, surveying, etc. Grantor hereby agrees to allow such access, provided that such inspection, surveying, etc. is done in a manner and is coordinated in such a manner that does not materially interfere with the farming operations of Grantor.

3. PURCHASE PRICE AND METHOD OF PAYMENT. The Purchase Price shall be \$4,000.00. The Purchase Price shall be paid in Cash, to be deposited by Buyer with Escrow

Agent at or before Closing, and in the event the Conditions Precedent are met, such funds shall be used by Seller to obliterate a portion of an existing canal as described in Section 2.2.2 above.

4. GLENDALE HYDROPOWER PIPE CONNECTIONS. As part of the consideration contemplated in this Agreement, Buyer shall provide to Seller, at Buyer's sole cost and expense, two connections and their associated pressure reducers to the Glendale hydropower pipe to be installed in connection with the hydropower facility. The locations of the connections are known to Buyer and Seller, and are generally described as (1) a connection near Seller's house in the NE1/4SW1/4 of Township 15S, Range 40E, Section 10, on the western edge of Seller's yard near Glendale Road, with 6" pipe that shall connect to an existing mainline; and (2) a connection upgradient on the pipe within 25 feet of the Property with a 10" pipe which shall run and connect into existing mainlines owned and operated by Seller west of the connection at a location determined by Seller. For purposes of clarity, this second connection will "Y" and one branch of the Y will connect into an existing mainline a short distance away. In addition, the other branch of the "Y" will connect into and require installation of a new 10" mainline running northwest along Glendale Road to the intersection of Glendale Road and Zeolite mine road, where the mainline will then turn and run north along the Zeolite mine road to a point where it will tie into Seller's irrigation system.

The approximate locations of the two connections are depicted on the map attached as Exhibit C. Consolidated will pay for the installation of the connections, associated pressure reducers, and the mainline pipe described herein. Consistent with Consolidated's bylaws, Seller shall pay for the measuring device, which Consolidated shall install at Consolidated's sole cost and expense, and further, as provided in Consolidated's bylaws, Consolidated shall pay for and be responsible for maintenance of the measuring devices.

5. TITLE INSURANCE. Because time is of the essence in this Agreement, no title insurance shall be obtained by Buyer by the Closing Date, and Buyer agrees to take the Property subject to all existing real property taxes and assessments, all existing patent reservations, easements, rights of way, restrictive covenants and matters of record, all applicable zoning ordinances, building codes, laws and regulations, all rights of tenants and other parties in possession, all encroachments, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the property. Provided, nothing herein shall prevent Buyer, if it so chooses, to obtain a title policy after the Closing Date while the executed documents and Purchase Price funds remain in Escrow pending completion of the Conditions Precedent.

6. CLOSING.

6.1 Time and Place. Closing will take place in the offices of Escrow Agent on the Closing Date.

6.2 Seller's Closing Deliveries. At Closing, Seller shall deliver to Escrow Agent:

6.2.1 A Warranty Deed substantially in the form of Exhibit D attached to this Agreement, fully executed and properly acknowledged by Seller, conveying the Property to Buyer, which shall remain in Escrow until the Conditions Precedent are satisfied;

6.2.2 A deed substantially in the form of Exhibit E attached to this Agreement, fully executed and properly acknowledged by Seller, conveying the Easements to Buyer, which shall remain unrecorded in Escrow until the Conditions Precedent are satisfied;

6.2.3 Any other instruments or documents as may be reasonably requested by Buyer or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Seller's prior approval, which approval may not be unreasonably withheld, conditioned or delayed).

6.3 Buyer's Closing Deliveries. At Closing, Buyer shall deliver to Escrow Agent:

6.3.1 The funds required by Section 3 of this Agreement, which shall remain in escrow until the Conditions Precedent are satisfied;

6.3.2 Any other instruments or documents as may be reasonably requested by Seller or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Buyer's prior approval, which approval may not be unreasonably withheld, conditioned or delayed).

6.4 Closing Costs. Escrow fees and real property taxes and assessments will be paid by Buyer. Each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Transaction. All other costs associated with the Transaction must be borne by Buyer unless otherwise specified in this Agreement.

6.5 Possession. Buyer shall not be entitled to possession of the Property on the Closing Date, but only after the Conditions Precedent have been satisfied and the deeds described in Sections 6.2.1 and 6.2.2 have been recorded.

7. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer that:

7.1 Binding Agreement. Upon Seller's execution of this Agreement, this Agreement will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

7.2 Title. Seller has fee title to the Property and the land where the Easements are described, subject to the items described in Section 4.

7.3 No Violations. Seller has not received notice of any violation with regard to any applicable law, regulation, ordinance, requirement, covenant, condition or restriction relating to the present use, occupancy or condition of the Property from any person, authority or agency having jurisdiction over the Property.

The foregoing representations and warranties must be true, correct and complete on and as of the Effective Date and on and as of the Closing Date. All representations and warranties by Seller set forth in this Agreement will survive the consummation of this Agreement and the delivery and recordation of the deeds described in Sections 6.2.1 and 6.2.2.

8. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller that:

8.1 Authority. Buyer is a validly existing Idaho corporation and has full power and authority to enter into this Agreement and complete the Transaction.

8.2 Binding Agreement. Upon Buyer's execution of this Agreement, this Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.

8.3 Investigation of Property. Buyer has been or will be permitted access to the Property and will have actually inspected the Property prior to Closing. Buyer's consummation of the Transaction is based upon such inspection and not on any representations or warranties of Seller, except those expressly set forth in this Agreement. Buyer agrees to accept the Property in an "AS IS, WHERE IS" condition, subject only to the express warranties of Seller set forth in this Agreement.

8.4 No Oral Representations. Buyer hereby acknowledges that neither Seller nor any person acting on behalf of Seller has made any representation, warranty, guaranty or promise concerning the Property, whether oral or written, except as set forth in this Agreement.

The foregoing representations and warranties must be true, correct and complete on and as of the Effective Date and on and as of the Closing Date. All representations and warranties by Buyer set forth in this Agreement will survive the consummation of this Agreement and the delivery and recordation of the deeds described in Sections 6.2.1 and 6.2.2.

9. BROKER'S COMMISSION. Concerning any brokerage commission, Seller and Buyer agree as follows:

9.1 Seller and Buyer warrant, each to the other, that they have not dealt with any broker, realtor or finder in connection with the Transaction.

9.2 Seller shall and does hereby indemnify Buyer against, and agrees to hold Buyer harmless from, any claim, demand or suit for any brokerage commission, finder's fee or

similar charge with respect to the execution of this Agreement or the Transaction based on any act by or agreement or contract with Seller, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Buyer on account of or arising from any such claim, demand or suit.

9.3 Buyer shall and does hereby indemnify Seller against, and agrees to hold Seller harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or the Transaction based on any act by or agreement or contract with Buyer, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Seller on account of or arising from any such claim, demand or suit.

10. ATTORNEYS' FEES. If there is any litigation or other action taken by any party to enforce or interpret any provisions of or rights arising under this Agreement, the defaulting party shall pay to the other party all costs and expenses, including but not limited to reasonable attorney fees and costs, which the other party may incur in enforcing this Agreement or in pursuing any remedy allowed by law, whether such is incurred by the filing of suit or otherwise. As to preparation of this Agreement, Buyer has been represented by Robert L. Harris of Holden, Kidwell, Hahn, & Crapo, PLLC, and Seller has been represented by Steven R. Fuller of Fuller & Fuller PLLC. Both Buyer and Seller shall be responsible for payment to their respective attorneys for the preparation of this Agreement.

11. NOTICES. Any notice given in connection with the Transaction must be in writing and must be given by personal delivery, overnight delivery, confirmed facsimile or United States certified or registered mail with postage prepaid and return receipt requested, addressed to Seller or Buyer at the following addresses (or at another address as Seller or Buyer or the person receiving copies may designate in writing):

SELLER: Webster Farm, L.L.C.
c/o Dennis Webster, Managing Member
4323 E. Glendale Rd.
Preston, Idaho 83263

WITH A
COPY TO: Steven R. Fuller
Fuller & Fuller, PLLC
PO Box 191
Preston, ID 83263
Fax #: 208-852-2683

BUYER: Consolidated Irrigation Company
33 S. 1st E.
Preston, Idaho 83263
Fax #: 208 852 2865

WITH A

COPY TO: Robert L. Harris
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
1000 Riverwalk Drive, Suite 200
Idaho Falls, Idaho 83402
Post Office Box 50130
Idaho Falls, Idaho 83405
Fax #: 208-523-9518

ESCROW
AGENT:

Lewiston State Bank JWP.
~~Northern Title Company~~
~~96 S. State St.~~ *17 E. Center*
~~Preston, ID 83263~~ *Lewiston, UT 84820*
~~Fax #: 208-852-9300~~ *Tel. No. 435 258 2456*

Notice is deemed to have been given on the date the notice is delivered by personal delivery or by confirmed facsimile or on the date the notice is deposited with an overnight delivery service or in the United States mail. Notice is deemed to have been received on the date the notice is actually received or delivery is refused. Copies of all notices given to Seller or Buyer must be given to Escrow Agent.

12. ESCROW CHARGES. Buyer shall pay all escrow charges required of Escrow Agent. If the Escrow fails, for any reason, to perform herein other than Seller's default, Buyer will be liable for any escrow charges by Escrow Agent. If the Escrow fails, for any reason, to perform herein because of Seller's default, Seller will be liable for any such cancellation charges by Escrow Agent.

13. ADDITIONAL ACTS. The parties agree to execute promptly all other documents and perform all other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

14. BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

15. WAIVER. The waiver by any party to this Agreement of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

16. SURVIVAL. All of the covenants, agreements, representations and warranties set forth in this Agreement survive Closing and do not merge into any deed, assignment or other instrument executed or delivered under this Agreement.

17. COUNTERPARTS/FACSIMILE. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile (fax or email) which shall be effective as an original.
18. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and assigns. The foregoing notwithstanding, if Buyer assigns its rights under this Agreement, Buyer shall remain primarily liable for the performance of all Buyer's obligations under this Agreement.
19. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement as of the Effective Date; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Seller.
20. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement must be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of this Agreement.
21. HEADINGS. The headings in this Agreement are for reference only and do not limit or define the meaning of any provision of this Agreement.
22. NO THIRD PARTY BENEFICIARY. No term or provision of this Agreement or the exhibits to this Agreement is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party to this Agreement (including, without limitation, any broker), and no other person, firm, corporation or entity has any right or cause of action under this Agreement.
23. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.
24. TIME OF ESSENCE. Time is of the essence in the performance of this Agreement.

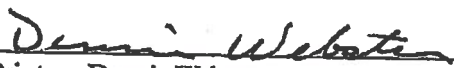
25. INCORPORATION BY REFERENCE. All exhibits to this Agreement are fully incorporated into this Agreement as though set forth in full.

26. GOVERNING LAW. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

SELLER:

Webster Farm, L.L.C.


Print: Dennis Webster
Its: Managing Member

BUYER:

Consolidated Irrigation Company


Print: Lyle Porter
Its: President

This Purchase and Sale Agreement is hereby acknowledged and accepted by Escrow Agent.

ESCROW AGENT:

By: _____
Its: _____

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EXHIBIT A

THE EASEMENTS

Worm Creek Return Pipe Easement

Location: For the location of a pipeline as depicted on Exhibit 1 attached hereto, and is described generally as running in a northeasterly direction from the edge a certain parcel of property (approximately one and three-tenths acres (1.3) in size described in Exhibit 2 hereinafter referred to as the "Powerhouse Parcel") purchased by Grantee from Grantor on the east side of Glendale Road, through the SW1/4NW1/4 of Township 15S, Range 40E, Section 10 and the SE1/4NW1/4 of the same township, range, and section, to its point of termination at the natural channel of Worm Creek. Either Grantor or Grantee may have the location of the easement surveyed and thereafter described with a metes and bounds legal description. Such survey will be performed at the requesting party's sole cost and expense. The metes and bounds legal description may thereafter be recorded as a correction deed to this easement, but it is understood and agreed by the parties that the substituted metes and bounds legal description shall have no effect on the validity of the easement.

Scope: The Worm Creek Return Pipe easement shall extend four (4) feet on either side of the centerline of the ditch or pipelines, for a total of eight (8) feet for placement of the ditch or pipelines, and shall also include an undefined, but reasonable and necessary, width outside of said eight-foot width for secondary rights of access for installation, repair, and maintenance of the pipeline as provided for under Idaho Code § 42-1102 and Idaho Code § 42-1204.

Benefitted Property: The easement and all rights and privileges incidental thereto are appurtenant to and non-severable from the Powerhouse Parcel described herein and shall run with the land.

Johnson-Lamont Fill Canal Easement

Location: For the location of a ditch or pipeline at the Johnson-Lamont Fill Canal's current location, and for the location of an electrical power line which is depicted on Exhibit 1 attached hereto, and is described generally as running in a northwesterly direction from the Powerhouse Parcel purchased by Grantee from Grantor on the east side of Glendale Road, through the SW1/4NW1/4 of Township 15S, Range 40E, Section 10, just north of Glendale Road, to its point of termination on Grantor's property at the intersection of Glendale Road and a certain road running to an existing Zeolite mine. The easement shall not extend north of Grantor's currently erected fence located on its property which parallels the canal. Either Grantor or Grantee may have the location of the easements surveyed and

thereafter described with a metes and bounds legal description. Such survey will be performed at the requesting party's sole cost and expense. The metes and bounds legal description may thereafter be recorded as a correction deed to these easements, but it is understood and agreed by the parties that the substituted metes and bounds legal description shall have no effect on the validity of the easements.

Scope: The Johnson-Lamont Fill Canal easement shall extend for twelve and one-half feet (12.5) on either side of the centerline of the ditch or pipelines, for a total of twenty-five (25) feet for placement of the ditch or pipelines and the electrical line, and shall also include an undefined, but reasonable and necessary, width outside of said eight-foot width for secondary rights of access for installation, repair, and maintenance of the pipeline as provided for under Idaho Code § 42-1102 and Idaho Code § 42-1204.

Benefitted Property: The easements and all rights and privileges incidental thereto are appurtenant to and non-severable from the Powerhouse Parcel described herein and shall run with the land.

**Exhibit 1 to Easement Description
(Map)**

Exhibit 2 to Easement Description
"POWERHOUSE PARCEL"

A parcel of land located in Section 10, Township 15 South, Range 40 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the West quarter corner of said Section 10, from which the Northwest corner of Section 10 bears North 01° 00' 30" West 2644.65 feet;
Thence South 89° 21' 08" East 794.74 feet to the centerline of East Glendale Road, the True Point of Beginning;
Thence North 36° 44' 59" East 30.00 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the northeasterly right of way line of said East Glendale Road;
Thence North 36° 44' 59" East 107.23 feet to a 5/8" rebar with cap;
Thence South 53° 15' 01" East 400.00 feet to a 5/8" rebar with cap;
Thence South 36° 44' 59" West 119.76 feet to a 5/8" rebar with cap set on said northeasterly right of way line;
Thence South 36° 44' 59" West 30.38 feet to said centerline of East Glendale Road, said point being on a 1000.00 foot radius non-tangent curve concave to the southwest whose center bears South 45° 57' 59" West;
Thence northwesterly along said curve through a central angle of 09° 13' 00" a distance of 160.86 feet (chord = North 48° 38' 31" West 160.69 feet);
Thence North 53° 15' 01" West 239.83 feet along said centerline to the True Point of Beginning.
Containing 1.3 acres of land.

Subject to a right of way for the public on East Glendale Road located in Section 10, Township 15 South, Range 40 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the West quarter corner of said Section 10, from which the Northwest corner of Section 10 bears North 01° 00' 30" West 2644.65 feet;
Thence South 89° 21' 08" East 794.74 feet to the centerline of East Glendale Road, the True Point of Beginning;
Thence North 36° 44' 59" East 30.00 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the northeasterly right of way line of said East Glendale Road;
Thence South 53° 15' 01" East 239.83 feet along said right of way line to the beginning of a 1030.00 foot radius curve concave to the southwest;
Thence southeasterly along said curve through a central angle of 08° 56' 46" a distance of 160.82 feet (chord = South 48° 46' 38" East 160.66 feet) to a 5/8" rebar with cap;
Thence South 36° 44' 59" West 30.38 feet to said centerline of East Glendale Road, said point being on a 1000.00 foot radius non-tangent curve concave to the southwest whose center bears South 45° 57' 59" West;
Thence northwesterly along said curve through a central angle of 09° 13' 00" a distance of 160.86 feet (chord = North 48° 38' 31" West 160.69 feet);
Thence North 53° 15' 01" West 239.83 feet along said centerline to the True Point of Beginning.
Containing 0.3 acres of land.

EXHIBIT B
THE PROPERTY

A parcel of land located in Section 10, Township 15 South, Range 40 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the West quarter corner of said Section 10, from which the Northwest corner of Section 10 bears North 01° 00' 30" West 2644.65 feet;
Thence South 89° 21' 08" East 794.74 feet to the centerline of East Glendale Road, the True Point of Beginning;
Thence North 36° 44' 59" East 30.00 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the northeasterly right of way line of said East Glendale Road;
Thence North 36° 44' 59" East 107.23 feet to a 5/8" rebar with cap;
Thence South 53° 15' 01" East 400.00 feet to a 5/8" rebar with cap;
Thence South 36° 44' 59" West 119.76 feet to a 5/8" rebar with cap set on said northeasterly right of way line;
Thence South 36° 44' 59" West 30.38 feet to said centerline of East Glendale Road, said point being on a 1000.00 foot radius non-tangent curve concave to the southwest whose center bears South 45° 57' 59" West;
Thence northwesterly along said curve through a central angle of 09° 13' 00" a distance of 160.86 feet (chord = North 48° 38' 31" West 160.69 feet);
Thence North 53° 15' 01" West 239.83 feet along said centerline to the True Point of Beginning.
Containing 1.3 acres of land.

Subject to a right of way for the public on East Glendale Road located in Section 10, Township 15 South, Range 40 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the West quarter corner of said Section 10, from which the Northwest corner of Section 10 bears North 01° 00' 30" West 2644.65 feet;
Thence South 89° 21' 08" East 794.74 feet to the centerline of East Glendale Road, the True Point of Beginning;
Thence North 36° 44' 59" East 30.00 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the northeasterly right of way line of said East Glendale Road;
Thence South 53° 15' 01" East 239.83 feet along said right of way line to the beginning of a 1030.00 foot radius curve concave to the southwest;
Thence southeasterly along said curve through a central angle of 08° 56' 46" a distance of 160.82 feet (chord = South 48° 46' 38" East 160.66 feet) to a 5/8" rebar with cap;
Thence South 36° 44' 59" West 30.38 feet to said centerline of East Glendale Road, said point being on a 1000.00 foot radius non-tangent curve concave to the southwest whose center bears South 45° 57' 59" West;
Thence northwesterly along said curve through a central angle of 09° 13' 00" a distance of 160.86 feet (chord = North 48° 38' 31" West 160.69 feet);
Thence North 53° 15' 01" West 239.83 feet along said centerline to the True Point of Beginning.
Containing 0.3 acres of land.

EXHIBIT C

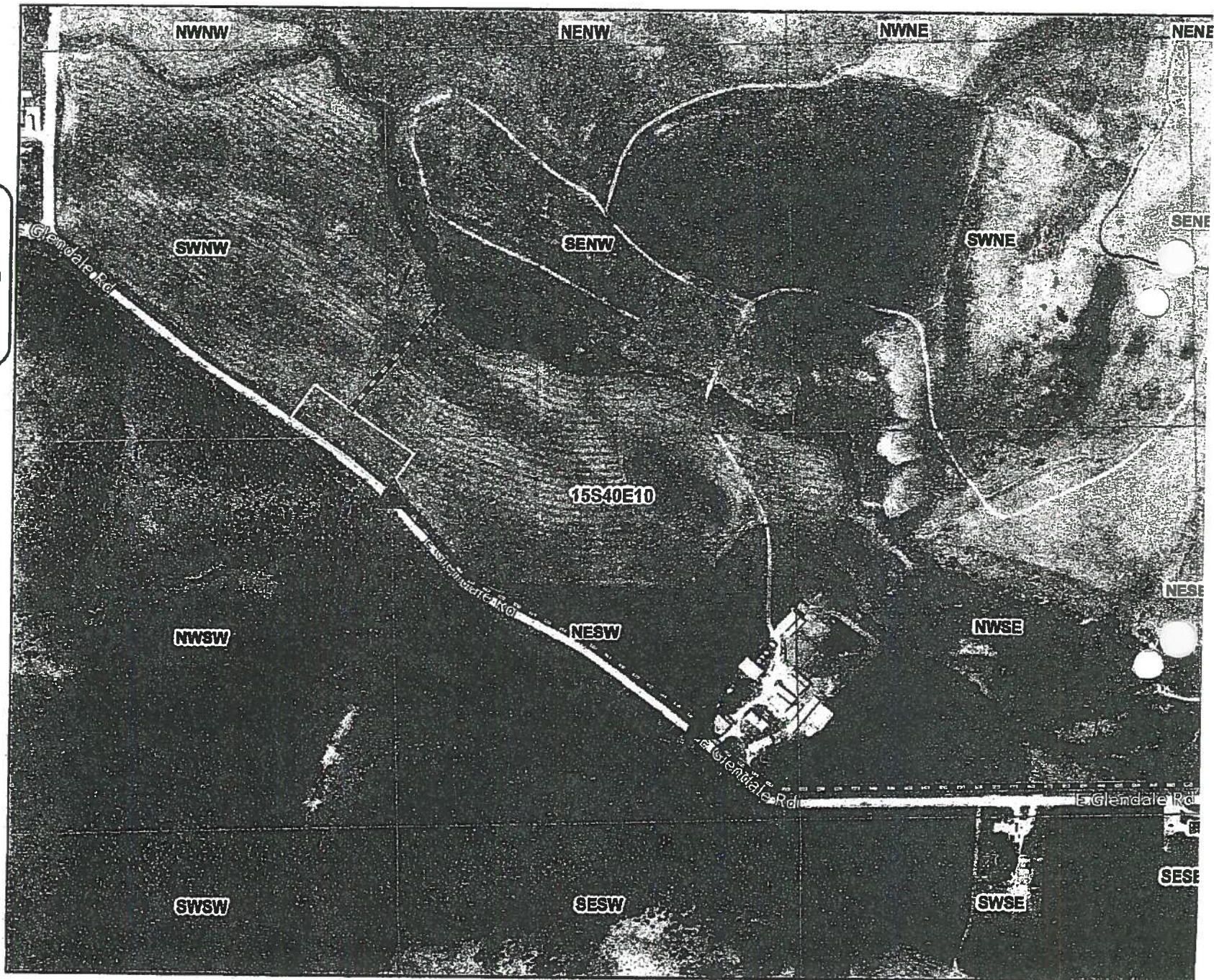
MAP OF OBLITERATED CANAL AND PIPELINE CONNECTIONS

EXHIBIT C



Legend

- Webster Connections
- Obliterated Canal (Webster)
- Pipeline
- Powerhouse Parcel



Bing Aerial Photo



Prepared by:
Luke H. Marchant
10/29/2012

**EXHIBIT D
WARRANTY DEED**

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Robert L. Harris, Esq.
Holden, Kidwell, Hahn & Crapo, PLLC
PO Box 50130
Idaho Falls, ID 83405-0130

(Space Above for Recorder's Use)

WARRANTY DEED

THIS INDENTURE, made this 2^d day of November, 2012, by and between WEBSTER FARM, L.L.C., an Idaho limited liability company, whose address is 4323 E. Glendale Rd., Preston, Idaho, 83263 ("Grantor"), and CONSOLIDATED IRRIGATION COMPANY, an Idaho Corporation, whose address is 33 S. 1st E., Preston, Idaho, 83263 ("Grantee").

WITNESSETH:

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

See property described in Exhibit 1 attached hereto

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

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, except for any and all water rights, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as

well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever, specifically excluding any water rights, no matter how evidenced, appurtenant to the Property. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

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

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

"GRANTOR"

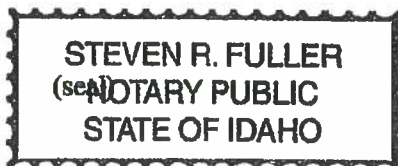
Webster Farm, L.L.C.

Dennis Webster
Print: Dennis Webster
Its: Managing Member

STATE OF IDAHO)
County of Franklin)ss.

On the 2^d day of November, 2012, before me, the undersigned, a notary public in and for said State, personally appeared Dennis Webster, known or identified to me to be the managing member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



Steven R. Fuller
Notary Public for Idaho
Residing at Pres^n, ID
My Commission Expires: 1-31-17

Exhibit 1 to Warranty Deed-The Property

A parcel of land located in Section 10, Township 15 South, Range 40 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the West quarter corner of said Section 10, from which the Northwest corner of Section 10 bears North 01° 00' 30" West 2644.65 feet;
Thence South 89° 21' 08" East 794.74 feet to the centerline of East Glendale Road, the True Point of Beginning;
Thence North 36° 44' 59" East 30.00 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the northeasterly right of way line of said East Glendale Road;
Thence North 36° 44' 59" East 107.23 feet to a 5/8" rebar with cap;
Thence South 53° 15' 01" East 400.00 feet to a 5/8" rebar with cap;
Thence South 36° 44' 59" West 119.76 feet to a 5/8" rebar with cap set on said northeasterly right of way line;
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Thence northwesterly along said curve through a central angle of 09° 13' 00" a distance of 160.86 feet (chord = North 48° 38' 31" West 160.69 feet);
Thence North 53° 15' 01" West 239.83 feet along said centerline to the True Point of Beginning.
Containing 1.3 acres of land.

Subject to a right of way for the public on East Glendale Road located in Section 10, Township 15 South, Range 40 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the West quarter corner of said Section 10, from which the Northwest corner of Section 10 bears North 01° 00' 30" West 2644.65 feet;
Thence South 89° 21' 08" East 794.74 feet to the centerline of East Glendale Road, the True Point of Beginning;
Thence North 36° 44' 59" East 30.00 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the northeasterly right of way line of said East Glendale Road;
Thence South 53° 15' 01" East 239.83 feet along said right of way line to the beginning of a 1030.00 foot radius curve concave to the southwest;
Thence southeasterly along said curve through a central angle of 08° 56' 46" a distance of 160.82 feet (chord = South 48° 46' 38" East 160.66 feet) to a 5/8" rebar with cap;
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Thence North 53° 15' 01" West 239.83 feet along said centerline to the True Point of Beginning.

Containing 0.3 acres of land.

**EXHIBIT E
EASEMENT DEED**

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Robert L. Harris, Esq.
Holden, Kidwell, Hahn & Crapo, PLLC
PO Box 50130
Idaho Falls, ID 83405-0130

(Space Above for Recorder's Use)

GRANT OF IRRIGATION EASEMENTS AND POWER LINE EASEMENT

THIS INDENTURE, made this 2^d day of November, 2012, by and between WEBSTER FARM, L.L.C., an Idaho limited liability company, whose address is 4323 E. Glendale Rd., Preston, Idaho, 83263 ("Grantor"), and CONSOLIDATED IRRIGATION COMPANY, an Idaho Corporation, whose address is 33 S. 1st E., Preston, Idaho, 83263 ("Grantee").

RECITALS:

1. Grantee intends to construct a hydroelectric facility on the Powerhouse Parcel (as defined and described below).
2. As part of the hydroelectric project, it will be necessary to have a return pipe to Worm Creek, and an associated easement for this pipeline.
3. In addition, a certain portion of a canal known as the "Johnson-Lamont Fill Canal" is located downstream from the Powerhouse Parcel, and it is unclear to what extent the Johnson-Lamont Fill Canal is located within the Franklin County right of way for Glendale Road, or is located on Grantor's property. The Johnson-Lamont Fill Canal has existed for many decades, and exists on Grantor's property by virtue of an unrecorded (to the best of the parties' knowledge) agreement dated October 12, 1948 providing for a right-of-way for this canal between S.J. Webster and Ada L. Webster and two pre-merger entities of Grantee (Preston-Whitney Irrigation Company and Preston Whitney Reservoir Company), attached hereto as Exhibit 3. Because the agreement is unrecorded, the parties hereto agree that the grant of right-of-way was not perfected, but to the extent said agreement is considered to be valid, this grant of easement shall be deemed to replace and supersede the right-of-way described in said agreement.

4. As part of the hydroelectric project, Consolidated may place a pipeline in the Johnson-Lamont Fill Canal, as well as a 3-phase buried electrical line within the historical bounds of the Johnson-Lamont Fill Canal, and then effectively obliterate this portion of the ditch by filling the canal to cover up the pipeline and electrical line.
5. Therefore, in addition to the new Worm Creek return pipe easement, Grantor intends to memorialize the existence of the Johnson-Lamont Fill Canal easement to allow for its continued use as a canal or a pipeline, as well as for placement of an electrical line.

AGREEMENTS:

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's successors and assigns forever, the following perpetual easements for irrigation purposes, subject to an existing Franklin County right-of-way, in the County of Franklin, State of Idaho, to-wit:

Worm Creek Return Pipe Easement

Location: For the location of a pipeline as depicted on Exhibit 1 attached hereto, and is described generally as running in a northeasterly direction from the edge a certain parcel of property (approximately one and three-tenths acres (1.3) in size described in Exhibit 2 hereinafter referred to as the "Powerhouse Parcel") purchased by Grantee from Grantor on the east side of Glendale Road, through the SW1/4NW1/4 of Township 15S, Range 40E, Section 10 and the SE1/4NW1/4 of the same township, range, and section, to its point of termination at the natural channel of Worm Creek. Either Grantor or Grantee may have the location of the easement surveyed and thereafter described with a metes and bounds legal description. Such survey will be performed at the requesting party's sole cost and expense. The metes and bounds legal description may thereafter be recorded as a correction deed to this easement, but it is understood and agreed by the parties that the substituted metes and bounds legal description shall have no effect on the validity of the easement.

Scope: The Worm Creek Return Pipe easement shall extend four (4) feet on either side of the centerline of the ditch or pipelines, for a total of eight (8) feet for placement of the ditch or pipelines, and shall also include an undefined, but reasonable and necessary, width outside of said eight-foot width for secondary rights of access for installation, repair, and maintenance of the pipeline as provided for under Idaho Code § 42-1102 and Idaho Code § 42-1204.

Benefitted Property: The easement and all rights and privileges incidental thereto are appurtenant to and non-severable from the Powerhouse Parcel described herein and shall run with the land.

Johnson-Lamont Fill Canal Easement

Location: For the location of a ditch or pipeline at the Johnson-Lamont Fill Canal's current location, and for the location of an electrical power line which is depicted on Exhibit 1 attached hereto, and is described generally as running in a northwesterly direction from the Powerhouse Parcel purchased by Grantee from Grantor on the east side of Glendale Road, through the SW1/4NW1/4 of Township 15S, Range 40E, Section 10, just north of Glendale Road, to its point of termination on Grantor's property at the intersection of Glendale Road and a certain road running to an existing Zeolite mine. The easement shall not extend north of Grantor's currently erected fence located on its property which parallels the canal. Either Grantor or Grantee may have the location of the easements surveyed and thereafter described with a metes and bounds legal description. Such survey will be performed at the requesting party's sole cost and expense. The metes and bounds legal description may thereafter be recorded as a correction deed to these easements, but it is understood and agreed by the parties that the substituted metes and bounds legal description shall have no effect on the validity of the easements.

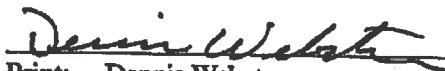
Scope: The Johnson-Lamont Fill Canal easement shall extend for twelve and one-half feet (12.5) on either side of the centerline of the ditch or pipelines, for a total of twenty-five (25) feet for placement of the ditch or pipelines and the electrical line, and shall also include an undefined, but reasonable and necessary, width outside of said eight-foot width for secondary rights of access for installation, repair, and maintenance of the pipeline as provided for under Idaho Code § 42-1102 and Idaho Code § 42-1204.

Benefitted Property: The easements and all rights and privileges incidental thereto are appurtenant to and non-severable from the Powerhouse Parcel described herein and shall run with the land.

IN WITNESS WHEREOF, the Grantors have hereunto subscribed their names.

"GRANTOR"

Webster Farm, L.L.C.



Print: Dennis Webster
Its: Managing Member

STATE OF IDAHO)

County of Franklin)ss.

On the 2^d day of November, 2012, before me, the undersigned, a notary public in and for said State, personally appeared Dennis Webster, known or identified to me to be the managing member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

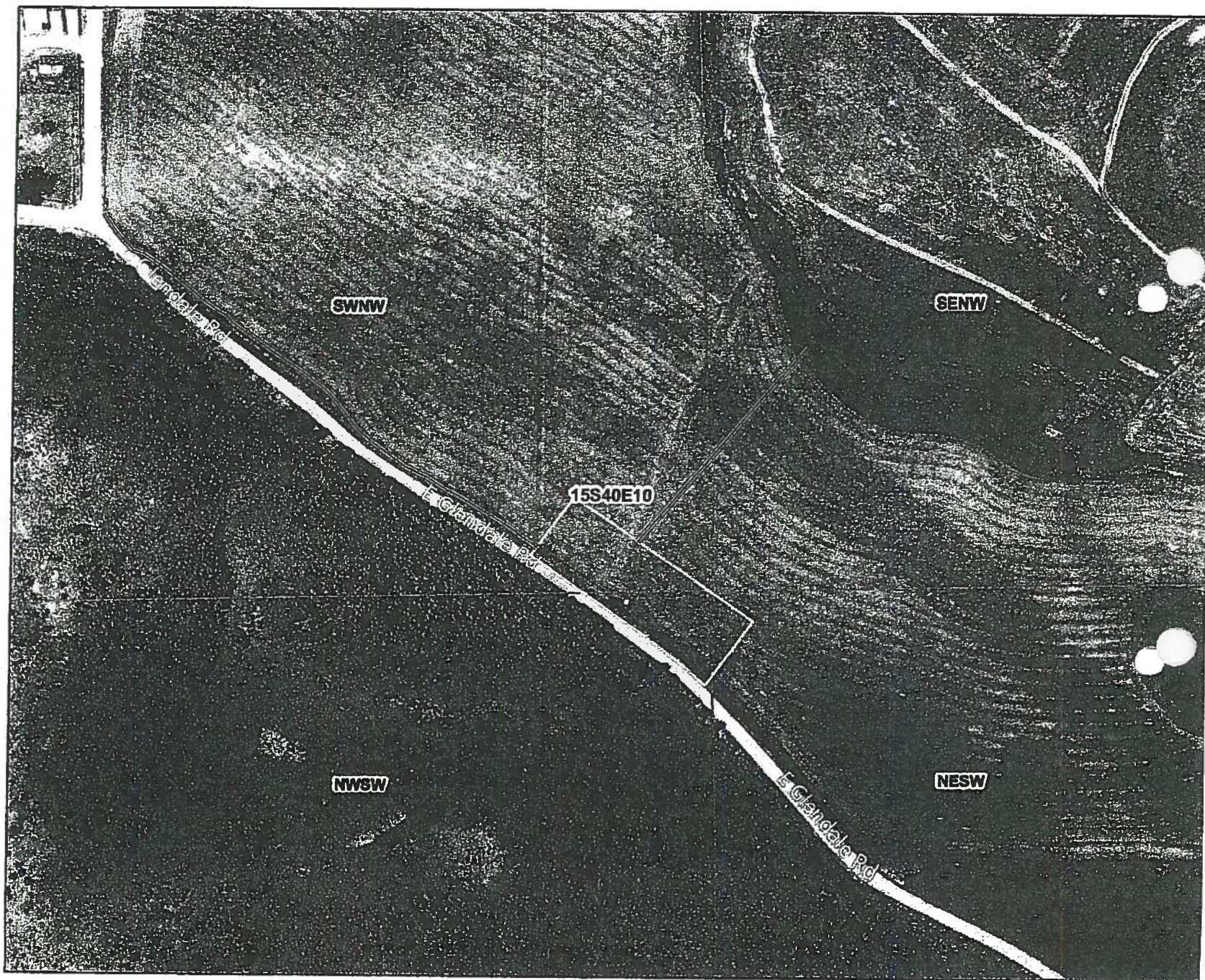
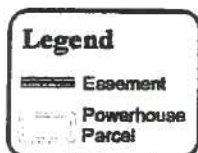
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Steven P. Fuller
Notary Public for Idaho
Residing at Princeton, ID
My Commission Expires: 1-31-17

Exhibit 1 to Easement Deed

EXHIBIT 1



Bing Aerial Photo



Prepared by:
Luke H. Marchant
10/29/2012

Exhibit 2 to Easement Deed
"Powerhouse Parcel"

A parcel of land located in Section 10, Township 15 South, Range 40 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the West quarter corner of said Section 10, from which the Northwest corner of Section 10 bears North 01° 00' 30" West 2644.65 feet;
Thence South 89° 21' 08" East 794.74 feet to the centerline of East Glendale Road, the True Point of Beginning;
Thence North 36° 44' 59" East 30.00 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the northeasterly right of way line of said East Glendale Road;
Thence North 36° 44' 59" East 107.23 feet to a 5/8" rebar with cap;
Thence South 53° 15' 01" East 400.00 feet to a 5/8" rebar with cap;
Thence South 36° 44' 59" West 119.76 feet to a 5/8" rebar with cap set on said northeasterly right of way line;
Thence South 36° 44' 59" West 30.38 feet to said centerline of East Glendale Road, said point being on a 1000.00 foot radius non-tangent curve concave to the southwest whose center bears South 45° 57' 59" West;
Thence northwesterly along said curve through a central angle of 09° 13' 00" a distance of 160.86 feet (chord = North 48° 38' 31" West 160.69 feet);
Thence North 53° 15' 01" West 239.83 feet along said centerline to the True Point of Beginning.
Containing 1.3 acres of land.

Subject to a right of way for the public on East Glendale Road located in Section 10, Township 15 South, Range 40 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the West quarter corner of said Section 10, from which the Northwest corner of Section 10 bears North 01° 00' 30" West 2644.65 feet;
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Thence northwesterly along said curve through a central angle of 09° 13' 00" a distance of 160.86 feet (chord = North 48° 38' 31" West 160.69 feet);
Thence North 53° 15' 01" West 239.83 feet along said centerline to the True Point of Beginning.

Containing 0.3 acres of land.

**Exhibit 3 to Easement Deed
1948 Agreement**

A G R E E M E N T

THIS AGREEMENT, made and entered into this 12th day of October, 1948, by and between S.J. WEBSTER and ADA L. WEBSTER, parties of the first part and PRESTON WHITNEY IRRIGATION COMPANY and PRESTON WHITNEY RESERVOIR COMPANY, both Idaho corporations, parties of the second part;

WITNESSETH:

That WHEREAS, the parties of the first part are the owners of certain land in Section Ten (10) Township Fifteen (15) South Range 40, E.S.M., in Franklin County, Idaho, and

WHEREAS, there is appurtenant to said lands certain water, water and ditch rights owned by the parties of the first part and appurtenant to said land, and

WHEREAS, the parties of the second part have heretofore constructed an irrigation ditch or canal across the premises owned by the parties of the first part and have conveyed water across said premises for irrigation purposes and have carried the water of the parties of the first part in said ditch or canal, and

WHEREAS, the parties of the second part have determined that it is more convenient and desirable for their purposes to change the location of the present ditch or canal heretofore referred to and to enlarge the same and it being agreeable to the parties of the first part that the location of the canal or ditch be changed and that the same be enlarged subject to the terms of this agreement;

NOW, THEREFORE, IT IS AGREED between the parties hereto, that for and in consideration of the sum of \$200.00 cash in hand paid to the parties of the first part, the receipt of which is hereby acknowledged, and in consideration of the other covenants and agreements hereinafter contained and to be performed by the parties of the second part, that

The parties of the first part hereby give, grant and convey to the parties of the second part, a perpetual right-of-way across the premises of the parties of the first part, their heirs,

successors and assigns, for the purpose of maintaining and operating a canal or irrigation ditch with the right to construct, maintain and operate the same for the sole purpose of carrying and conveying the irrigation water controlled by the parties of the second part.

Said right of way shall be one and one-half rods or 24½ feet in width and shall follow the course as shown upon that certain map, tracing or blue print, attached hereto and marked Exhibit A, and by this reference made a part of this agreement.

Said canal or ditch to be constructed, shall be constructed generally of earth or earth and rock or such other materials as may be found necessary to properly maintain the same. The said canal shall not at any time exceed a width of eight feet in the bottom thereof and shall be constructed generally as shown by "typical cross section of canal" as shown on Exhibit A. The parties of the second part, shall, at their expense, maintain all of the checks and outlets as shown on Exhibit A and at the points or stations shown on said Exhibit. Said checks and outlets, which are to be used by the parties of the first part for taking their water from said canal for irrigation and domestic purposes, shall be installed and maintained by the parties of the second part at their expense, in a good and workmanlike manner and in accordance with the ordinary custom used in such matters in the State of Idaho and said checks and outlets shall be so maintained that the parties of the first part, their heirs, executors or assigns can conveniently and readily secure their water from said canal. Said checks and outlets, when first installed, may be either of plank or cement. Provided, if the same are not satisfactory or cause washing, proper head gates shall be installed if found necessary for the convenient irrigation of the premises of the parties of the first part and shall be installed and maintained at the sole expense of the parties of the second part.

The parties of the second part shall install a pipe culvert or bridge at Station 11 / 72 as shown on Exhibit A, the same to

be at least twelve feet (12') in width and shall install and maintain a pipe culvert at Station 16 / 72, of a width of at least eighteen feet. The stations referred to are shown on Exhibit A attached hereto and the work and all expense, including the cost of the bridges or culverts and the maintenance of the same, shall be borne exclusively by the parties of the second part.

The canal from the point of diversion on Worm Creek as shown on Exhibit A, shall be so constructed from said diversion point to "Sta. 33 / 72 drop", that there shall not be a fall or grade of more than five feet to the mile.

At the drops shown on Exhibit A, being Stations 33 / 72 and 34 / 33, shall be constructed of cement or rocks and shall be so constructed as to prevent washing at all times. In the event of washing or failure of the construction to hold or prevent washing, the same shall be repaired immediately by the parties of the second part and such precautionary measures as are necessary to prevent washing or the flooding of the premises of the parties of the first part shall be taken by the parties of the second part in doing any repair or construction work on said drops.

The parties of the second part agree to be and shall be liable for any damage caused to the parties of the first part, their heirs, executors, administrators or assigns by reason of the installation and maintenance of said canals, provided, that the parties of the second part shall not be liable for wilful or wanton acts of third parties or negligence of third parties. But, if any damage be caused by wilfulness or negligence on the part of third parties, the parties of the second part, immediately upon being notified thereof, shall immediately correct the same, if it has resulted in damage to the canal or any of the stations as indicated thereon on Exhibit A.

Upon construction of the canal herein referred to, the parties of the second part shall clean the present ditch or canal and burn all brush growing thereof and shall properly fill and level the same.

The parties of the second part shall at all times have the right of ingress and egress and the right to travel to, from and across the premises of the parties of the first part for the purpose of maintaining said canal and for the full, complete and convenient use of the full right-of-way herein described. Provided, however, that the said right-of-way and canal shall not be fenced within the premises of the parties of the first part and if it is necessary for the convenient use and maintenance of said canal that gates be erected or maintained for the purpose of going to and from said canal or for the purpose or use of any ditch rider, that said gates may be constructed at the expense of the parties of the second part, but at all times shall be properly maintained by them and shall be kept closed.

Parties of the second part agree to repair and re-build all fences injured and destroyed by reason of the construction of said canal and to place the same in good and first class condition at their expense.

It is agreed between the parties hereto, that the parties of the first part now have and for many years have had a right to divert water upon their premises and that their waters have heretofore and will in the future, be carried in the canal of the parties of the second part, but that this agreement shall in no way affect the rights of the parties of the first part in and to any water for irrigation or domestic purposes now or heretofore exercised by said parties of the first part and all of their rights with respect to any water appurtenant to their premises shall be and remain the same as they have heretofore been and that the parties of the first part shall have the right to take water from the canal herein referred to and designated on Exhibit A as they have previously had to take water from the ditch or canal heretofore used and presently constructed upon the premises of the parties of the first part, and the parties of the first part shall have the same right to the same flow of water in the

canal, to be constructed, as they have heretofore had to the right of a flow of water, either in the canal or ditch presently upon their premises or in the waters of Worm Creek.

If the parties of the first part shall be compelled to employ counsel at any time by reason of any suit brought in any civil court by the parties of the second part or any suit brought by the parties of the first part to enforce the terms of this agreement, the parties of the first part shall, if successful, and if found to be justified, either in any defense or action prosecuted by them, to have fixed and allowed by the court, a reasonable attorneys fee to be charged to and paid by the parties of the second part.

It is agreed between the parties that if from time to time the canal herein referred to, shall be abandoned or no longer used by the parties of the second part as a canal and for the purpose as herein referred to, that the same shall revert to the parties of the first part.

It is specifically understood and agreed that all of the terms and conditions hereof may be enforced by and for the benefit of ^{also} and shall be binding upon the parties hereto, and the heirs, executors, administrators and assigns of the parties of the first part and the successors or assigns of the parties of the second part.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands the day and date first above written and the parties of the second part have caused this agreement to be executed by virtue of a resolution of their Boards of Directors authorizing its corporate officers to execute the same.

L. H. Webster
Ada B. Webster

PRESTON WHITNEY RESERVOIR COMPANY
a corporation

By *Henry A. Macklin*
President

ATTEST

Harold Oliver
Secretary
(Corporate Seal)

PRESTON WHITNEY IRRIGATION COMPANY,
a corporation

by *H. C. Nelson*
President

ATTEST:

Angus Condie
Secretary

(Corporate Seal)

STATE OF IDAHO)
County of Franklin) ss.

On this 19th day of October, 1948, before me *J. M. Condie*

_____, a Notary Public in and for said County and State, personally appeared S.J. Webster and Ada L. Webster, 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 at Preston, Franklin County, Idaho, the day and year in this certificate first above written.

J. M. Condie
Notary Public
Residing at Preston, Idaho.

STATE OF IDAHO)
County of Franklin) ss.

On this 19th day of October, 1948, before me

J. M. Condie Notary Public in and for said County and

State personally appeared H.C. Nelson and

Angus Condie, known to me to be the President and Secretary of the Preston Whitney Irrigation Company of the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

J. M. Condie
Notary Public
Residing at:

Preston, Idaho

STATE OF ILLINOIS)
County of Franklin) ss.

On this 19th day of October, 1948, before me, J. M. Condie, a Notary Public in and for said County and State, personally appeared Henry Meekel and Harold Oliverason, known to me to be the President and Secretary of Preston Whitney Reservoir Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

(Seal)

J. M. Condie
Notary Public
Residing at:

Preston, Idaho

(Executed in triplicate)

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 9th day of September, 2013, by and between the **City of Preston, Idaho**, an Idaho Municipal Corporation, (herein referred to as "**Grantor**"), and **Consolidated Irrigation Company**, an Idaho Corporation, (herein referred to as "**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Franklin County, Idaho, and

WHEREAS, the Grantee desires to locate a portion of its irrigation pipeline in, upon, under, along, and across the property owned by Grantor;

NOW, THEREFORE, in consideration of the foregoing, and for the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by the Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. Grantor hereby grants, conveys, and transfers, to the Grantee, its successors and assigns, a nonexclusive easement and right-of-way to construct, reconstruct, use, operate, maintain, test, inspect, repair, and replace (said activities herein collectively referred to as "installation") an irrigation pipeline, subject to the terms and conditions hereinafter set forth, in, upon, under, along and across the property owned by Grantor.

2. Said easement referred to in Paragraph 1, together with a temporary construction easement for the initial construction of said pipeline, is more fully described in Exhibit "A" attached hereto and made a part of this Agreement. The legal description described in Exhibit "A" has been provided by the Grantee which assumes full responsibility for the pipeline being located within the described easement area. The Grantor assumes no responsibility for an inaccurate legal description.

The location of the easement across the property owned by the Grantor is illustrated on the aerial plat map attached hereto as Exhibit "B", wherein the property owned by Grantor is shown thereon. The easement center line is shown in black and is designated by the letters "IRR". The Grantor makes no representations or warranties that it is the owner of the property over which the easement will run and be located.

3. The Grantee agrees that installation of the pipeline shall be done and completed in a good and workmanlike manner, all at the sole expense of the Grantee.

4. Upon completion of any installation, the Grantee agrees that all fences, roads, landscaping and improvements of the Grantor will be restored to their former condition by the Grantee if disturbed or altered in any manner by installation of the pipeline, including but not limited to, the replacement of top soil and planting of native grass to any disturbed area. .

5. The Grantee agrees that it will indemnify and hold harmless the Grantor and its representatives against and from any and all demands, claims, liabilities or causes of action of every nature whatsoever, including, but not limited to, attorney fees and costs, arising directly or indirectly from or in any way connected with the use authorized under this easement. In the event that it is necessary for either party to resort to legal action to enforce the terms of this agreement, the prevailing party shall recover reasonable attorney fees and costs, from the other party.

6. This easement does not give the Grantee authority to permit third party use of the easement area for any purpose. Only the Grantor may authorize third party use. The Grantor may permit third party use only on the condition that said use shall not interfere with the Grantee's rights as hereby authorized. Third party use is defined herein as use of the easement area by someone other than the Grantee. The Grantor reserves the right to grant additional easements over, under, or along this easement area. Any additional easements shall not unduly interfere with the rights and privileges given to Grantee under this Agreement.

7. This easement, or any segment or portion thereof, not used for five (5) consecutive years for the purpose for which it was granted, or if construction is not completed within five (5) years from the date of this Agreement for the purpose for which it was granted, is presumed abandoned. The Grantor shall notify the Grantee in writing if the easement, or any segment or portion thereof, is considered abandoned, and will terminate this agreement if notification of use is not received from Grantee within thirty (30) days from the date of notification. The Grantor may, at its option, terminate this Easement Agreement for breach of any of the terms of this Agreement unless the breach is corrected by Grantee within thirty (30) days after notification of Grantee by Grantor of said breach.

8. The Grantee shall comply with all applicable federal, state, and local laws and rules regulating the installation of the pipeline. The Grantee shall also take measures to control noxious weeds within the boundary of the easement in accordance with Title 22, Chapter 24, Idaho Code. Failure to comply is justification for the Grantor to terminate the easement.

9. Grantor reserves the right to use the Easement Premises and its adjacent property in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, that Grantor shall not in any manner disturb, damage, destroy, injure, or obstruct, the pipeline or use thereof by Grantee.

10. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, grantees, successors, assigns and legal representatives.

11. All representations and warranties contained herein shall survive the execution of this Easement Agreement and the recordation thereof.

Recorded at the request of
City of Preston
 Time 4:25 Amount \$25.00

SEP 11 2013

SHAUNA T. GEDDES, RECORDER
 By A. G. G. G. Deputy
 Franklin County, Idaho

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first herein written and by the proper officers duly authorized to execute the same.

GRANTOR

CITY OF PRESTON, IDAHO

BY: F. Lee Hendrickson
F. LEE HENDRICKSON, MAYOR

GRANTEE

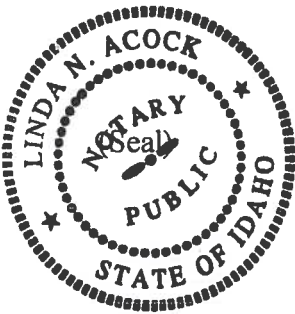
CONSOLIDATED IRRIGATION COMPANY

BY: Lyle Porter
LYLE PORTER, PRESIDENT

STATE OF IDAHO)
 : ss
 County of Franklin)

On this 11th day of September, 2013, before me, the undersigned Notary Public, personally appeared F. Lee Hendrickson, known to me to be the Mayor of the City of Preston, Idaho, and acknowledged to me that he executed the same on behalf of said City.

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

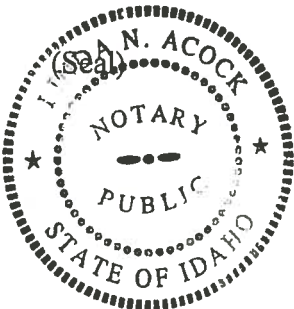


Linda Acock
 NOTARY PUBLIC FOR IDAHO
 Residing at Preston Idaho
 Comm. Expires: 7-15-2016

STATE OF IDAHO)
 : ss
 County of Franklin)

On this 10th day of September, 2013, before me personally appeared Lyle Porter, known or identified to me to be the President, or vice-president, or secretary of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged that said corporation executed the same.

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



Linda Acock
 NOTARY PUBLIC FOR IDAHO
 Residing in Preston Idaho
 Comm. Expires 7-15-2016



2594775-6

43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

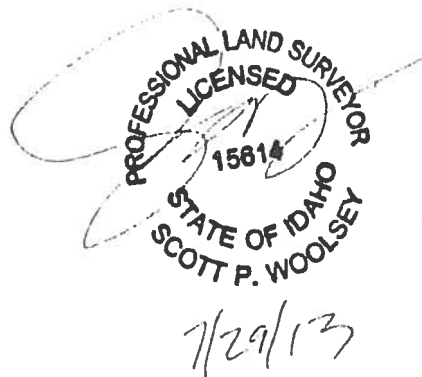
EXHIBIT "A"

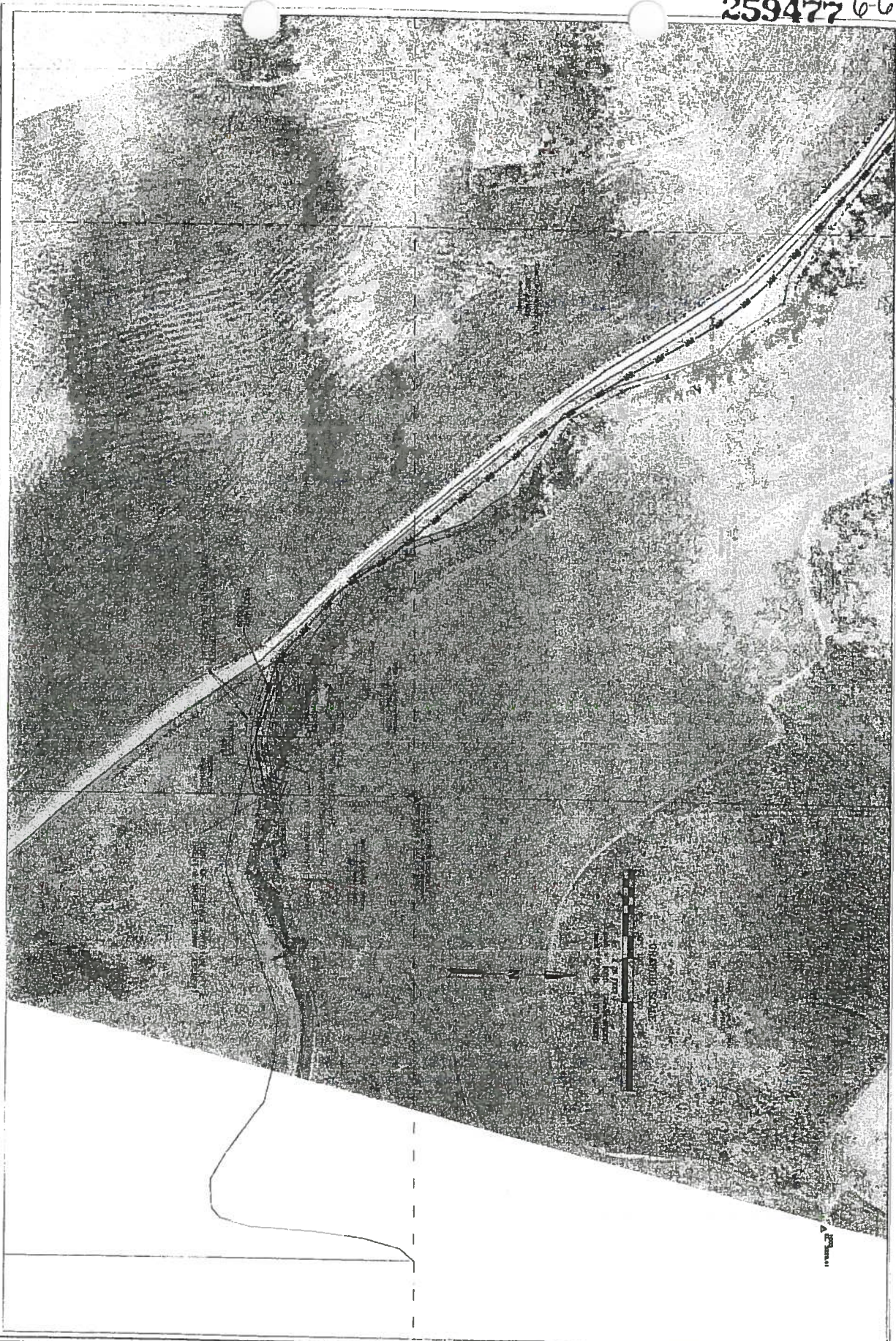
PRESTON CITY; NEIL & IVA OWEN; GERALD & KATHLEEN COLE EASEMENT (July 29, 2013)

A 25.00 foot wide permanent irrigation easement, 10.00 feet westerly, and 15.00 feet easterly, together with a 50.00 foot wide temporary construction easement 10.00 feet westerly and 40.00 feet easterly of the following described centerline:

Commencing at the South $\frac{1}{4}$ Corner of Section 11, Township 15 South, Range 40 East, Boise Meridian; Thence South $00^{\circ}07'10''$ East along the Center Section line, a distance of 325.77 feet; thence North $90^{\circ}00'00''$ West, a distance of 304.74 feet to the Point of Beginning; Thence North $47^{\circ}02'20''$ West, a distance of 221.00 feet; Thence North $35^{\circ}54'43''$ West, a distance of 78.91 feet; Thence North $32^{\circ}33'17''$ West, a distance of 48.93 feet; Thence North $38^{\circ}51'17''$ West, a distance of 437.02 feet; Thence North $37^{\circ}11'46''$ West, a distance of 139.51 feet; Thence North $30^{\circ}55'09''$ West, a distance of 303.46 feet to the beginning of a non tangent curve to the left, of which the radius point lies South $61^{\circ}05'02''$ West, a radial distance of 794.37 feet, thence northwesterly along the arc of said curve, through a central angle of $20^{\circ}23'23''$, a distance of 282.69 feet; Thence North $49^{\circ}18'03''$ West, a distance of 332.24 feet; Thence North $54^{\circ}27'15''$ West, a distance of 200.32 feet; Thence North $60^{\circ}43'42''$ West, a distance of 166.80 feet; Thence North $68^{\circ}58'51''$ West, a distance of 57.41 feet; Thence North $78^{\circ}22'06''$ West, a distance of 46.90 feet to the Point of Terminus.

Permanent Easement Contains = 2,315.18 lineal feet and 57,879 S.F. or 1.33 Acres.





CONSOLIDATED IRRIGATION COMPANY
FRANKLIN COUNTY IDAHO



43 36419 (U) EAL, Safe 188 - St George, L227047/2
T 435 442 (AEC) - F 435 628 (SES) - aphaa.rp@nsw.gov.au

REVISIONS	DATE	BY	DESCRIPTION
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6	10/1/81	WJ	Revised design
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