

RECEIVED

JAN 23 2012

DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
See Attached List	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: The Wynn Dewsnup Family Revocable Trust
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Pinnacle Great Plains Operating Company, LLC
Name of each new owner as listed on the conveyance document
- New owner continued Name connector ☐ and ☐ or ☐ and/or
- 111 Congressional Blvd. Suite 115
- Mailing address
- Carmel IN 46032
- City State ZIP
- 317-708-8981 adamg@halderman.com
- Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: January 9th, 2012
6. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per undivided water right.
 - \$100 per split water right.
 - No fee is required for pending adjudication claims.

7. Signature: [Signature] President January 10th, 2011
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DB Date 1-23-2012 Receipt No. 5032318 Receipt Amt. \$1,575-

Approved by _____ Processed by _____ Date _____

Form 42-248/42-1409(6) Rev. 07/10

SUPPORT DATA

IN FILE # 43-46

**Bridge Farm
Groundwater Rights**

Water Right Number:

1. 43-04065
2. 43-10132
3. 43-2278
4. 43-10240
5. 43-4095
6. 43-2327
7. 43-2461
8. 43-2509B
9. 43-2299B
10. 43-2276
11. 43-4035
12. 43-2521
13. 43-2534A
14. 43-2381A
15. 43-10535
16. 43-2341
17. 43-2513
18. 43-10526
19. 43-2285B
20. 43-2554B
21. 43-10517
22. 43-13102
23. 43-13103
24. 43-2363
25. 43-2400
26. 43-2554A
27. 43-4003B
28. 434130A
29. 43-4131
30. 43-10651
31. 43-13077

Water Right Number:

32. 43-2386B
33. 43-13657
34. 43-13658
35. 43-13660

**Bridge Farm
Surface Water Rights**

Water Right Number:

1. 43-174
2. 43-178A
3. 43-46
4. 43-128A
5. 43-129
6. 43-130
7. 43-131
8. 43-2167A
9. 43-222A
10. 43-222B
11. 43-315
12. 43-10649
13. 43-10650
14. 43-89
15. 43-90
16. 43-201
17. 43-202
18. 43-203
19. 43-204
20. 43-2358
21. 43-13076
22. 43-206
23. 43-13119
24. 43-116
25. 43-117
26. 43-118
27. 43-119
28. 43-82A

WARRANTY DEED

THIS INDENTURE, made this 6th day of January, 2012,

between WYNN R. DEWSNUP and JEANNINE DEWSNUP, Trustees of THE WYNN DEWSNUP FAMILY REVOCABLE TRUST dated September 2, 1999 aka WYNN DEWSNUP FAMILY REVOCABLE TRUST dated September 2, 1999 ("GRANTOR"), and PINNACLE GREAT PLAINS OPERATING COMPANY, LLC, whose address is c/o Halderman Farm Management Service, Inc., 111 Congressional Blvd., Suite 115, Carmel, Indiana 46032 ("GRANTEE").

WITNESSETH:

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, and sold and by these presents does grant, bargain and sell, convey and confirm unto the Grantee, and to its successors and assigns of Grantee forever, all of the following described real estate situated in the County of Cassia, State of Idaho, described on Schedule A attached hereto and incorporated herein by reference, consisting of Parcel Nos. 1 through 32.

SUBJECT TO: The Exceptions described on Schedule B attached hereto and incorporated herein by reference.

TOGETHER with all and singular the tenements, hereditaments and appurtenances and water rights thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said property as well in law as in equity of the Grantor.

WARRANTY DEED - 1

CASSIA COUNTY
 Recorded for:
LAND TITLE AND ESCROW
 2:02:44 pm 01-09-2012
2012-000098
 No. Pages: 28 Fee: \$91.00
JOSEPH W. LARSEN
 County Clerk
 Deputy: VIKI

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, together with appurtenances unto the Grantee and to its successors and assigns of Grantee forever.

The Grantor shall and will warrant and by these presents will forever defend the said premises in the quiet and peaceable possession of the Grantee, and to the successors and assigns of Grantee against all and every person and persons whomsoever lawfully claiming the same, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has executed this Deed the day and year first above written.

GRANTOR

**THE WYNN DEWSNUP FAMILY
REVOCABLE TRUST** dated September 2,
1999

Wynn R. Dewsnap
WYNN R. DEWSNUP, Trustee

Jeannine Dewsnup
JEANNINE DEWSNUP, Trustee

STATE OF IDAHO)
) ss
County of Cassia)

On this 6th day of January, in the year 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared **WYNN R. DEWSNUP** and **JEANNINE DEWSNUP**, known or identified to me to be the Trustees of **THE WYNN DEWSNUP FAMILY REVOCABLE TRUST** dated September 2, 1999, and executed the instrument on behalf of said Trust, and acknowledged to me that such executed the same.

Larry Roberts
Notary Public
State of Idaho

Notary Public for Idaho
Residing at: Bulley, ID
Comm. Exp.: 6-30-15

EXHIBIT "A"

PARCEL NO. 1:

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 17: SE¼

Section 20: NE¼

PARCEL NO. 2:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 7: SE¼SE¼, **EXCEPT** the following described tracts:

Tract No. 1:

Beginning at the Northeast corner of the SE¼SE¼ of said Section 7;
Thence running West 17.89 rods;
Thence South 17.89 rods;
Thence East 17.89 rods;
Thence North 17.89 rods to the Point of Beginning.

Tract No. 2:

Beginning at the Northeast corner of the SE¼SE¼ of said Section 7, said corner marked by a 5/8 inch rebar; Thence South 00°17'16" East (South, rec.) along the east line for a distance of 295.26 feet (17.89 rods, rec.) to the Point of Beginning;
Thence South 00°17'16" East along the east line of said Section 7 for a distance of 22.03 feet;
Thence North 89°53'59" West for a distance of 40.32 feet to a ½ inch rebar;
Thence North 89°53'59" West for a distance of 274.28 feet to a ½ inch rebar;
Thence North 00°19'55" West for a distance of 253.00 feet to a ½ inch rebar;
Thence North 00°19'55" West for a distance of 61.37 feet to the north line of the SE¼SE¼;
Thence North 89°34'03" East (East, rec.) for a distance of 19.59 feet;
Thence South 00°17'15" East (South, rec.) for a distance of 59.87 feet to a ½ inch rebar;
Thence South 00°17'15" East (South, rec.) for a distance of 235.38 feet to a ½ inch rebar;
Thence North 89°34'04" East (East, rec.) for a distance of 256.04 feet to a ½ inch rebar;
Thence North 89°34'04" East (East, rec.) for a distance of 39.22 feet to the Point of Beginning.

PARCEL NO. 3:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: NE¼, **EXCEPTING THEREFROM** the following described tract:

Beginning at the Southwest corner of the NE¼NE¼ of said Section 18, which point shall be known as the True Point of Beginning;
Thence East along the South boundary line of said NE¼NE¼ for 400 feet;
Thence South 330 feet;
Thence West 730 feet;
Thence North 330 feet;
Thence West 330 feet;
Thence North 330 feet;
Thence East 660 feet to a Point on the West boundary line of said NE¼NE¼;
Thence South along the West boundary line of said NE¼NE¼ 330 feet to the True Point of Beginning.

PARCEL NO. 4

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: A portion of the NE¼ more particularly described as follows:

Beginning at the Southwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18, which point shall be known as the True Point of Beginning.
Thence East along the South boundary line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, 400 feet;
Thence South 330 feet;
Thence West 730 feet;
Thence North 330 feet;
Thence West 330 feet;
Thence North 330 feet;
Thence East 660 feet to a point on the West boundary line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South along the West boundary line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ 330 feet to the True Point of Beginning.

PARCEL NO. 5:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: N $\frac{1}{2}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL NO. 6:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: SE $\frac{1}{4}$ SW $\frac{1}{4}$ AND the following described parcel:

Commencing at the Northwest corner of Lot 4 of said Section 18;
Thence running South along the Township and Section line 2 rods;
Thence East on line parallel with the North boundary line of said Lot 4 a distance of 98.58 rods to the East boundary line of said Lot 4;
Thence North along the East boundary line of said Lot 4 a distance of 2 rods to the North boundary line of said Lot 4;
Thence West along the North boundary line of said Lot 4 a distance of 98.58 rods, to the Point of Beginning.

Section 19: NE $\frac{1}{4}$ NW $\frac{1}{4}$

PARCEL NO. 7:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 19: NW $\frac{1}{4}$ NE $\frac{1}{4}$

PARCEL NO. 8:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 19: The South 440 feet of the SE $\frac{1}{4}$ NE $\frac{1}{4}$; the N $\frac{1}{2}$ SE $\frac{1}{4}$, **SAVE AND EXCEPT** the West 440 feet and **ALSO SAVE AND EXCEPT** the South 528.06 feet.

PARCEL NO. 9:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 19: Part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19, more particularly described as follows:

Beginning at the Southwest corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$; Thence East 440 feet along the South boundary line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the True Point of Beginning;
Thence continuing East 880 feet to the Southeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence North 1320 feet along East boundary line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the Northeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence West along the North boundary line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ for 880 feet to a point;
Thence South 1320 feet to the True Point of Beginning.

PARCEL NO. 10:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 19: E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ and Lot 4, **EXCEPTING THEREFROM** the following described tract:

Beginning at the Southwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$; Thence East 440 feet along the South boundary line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the True Point of Beginning;
Thence continuing East 880 feet to the Southeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence North 1320 feet along the East boundary line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the Northeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence West along the North boundary line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ 880 feet to a point;
Thence South 1320 feet to the True Point of Beginning.

PARCEL NO. 11:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 19: Part of the W $\frac{1}{2}$ SE $\frac{1}{4}$ described as follows:

Beginning at the Southwest corner of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 19;
Thence East 440 feet along the South line of said W $\frac{1}{2}$ SE $\frac{1}{4}$ to a point;
Thence North 2640 feet to the North line of said W $\frac{1}{2}$ SE $\frac{1}{4}$;
Thence West 440 feet along the North line of said W $\frac{1}{2}$ SE $\frac{1}{4}$ to the Northwest corner of said W $\frac{1}{2}$ SE $\frac{1}{4}$;
Thence South 2640 feet along the West boundary line of said W $\frac{1}{2}$ SE $\frac{1}{4}$ to the Point of Beginning.

PARCEL NO. 12:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 20: Beginning at the Northwest corner of said Section 20; Thence South 3474 feet more or less to The True Point of Beginning.
Thence East 100 feet;
Thence South 60 feet;
Thence West 100 feet;
Thence North 60 feet to the True Point of Beginning.

PARCEL NO. 13:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 19: SE $\frac{1}{4}$ NE $\frac{1}{4}$, **SAVE AND EXCEPT** the South 440 feet

Section 19: S $\frac{1}{2}$ SE $\frac{1}{4}$ and the South 528.06 feet of the N $\frac{1}{2}$ SE $\frac{1}{4}$

SAVE AND EXCEPT the following described tract:

Beginning at the Southwest corner of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 19;
Thence East 440 feet along the South line of said W $\frac{1}{2}$ SE $\frac{1}{4}$ to a point;
Thence North 2640 feet to the North line of said W $\frac{1}{2}$ SE $\frac{1}{4}$;
Thence West 440 feet along the North line of said W $\frac{1}{2}$ SE $\frac{1}{4}$ to the Northwest corner of said W $\frac{1}{2}$ SE $\frac{1}{4}$;
Thence South 2640 feet along the West boundary line of said W $\frac{1}{2}$ SE $\frac{1}{4}$ to the Point of Beginning.

PARCEL NO. 14:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 7: SE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$

PARCEL NO. 15:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: E $\frac{1}{2}$ NW $\frac{1}{4}$

PARCEL NO. 16:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 30: NE $\frac{1}{4}$ NE $\frac{1}{4}$

PARCEL NO. 17:

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 32: SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SW $\frac{1}{4}$, **EXCEPTING THEREFROM** the following described tracts:

Tract No. 1:

Beginning at the Southwest Corner of Section 32, said corner marked by an iron pipe which shall be the Point of Beginning;

Thence North 00°16'04" East (North, rec.) for a distance of 1317.66 feet (1320 feet, rec.) to the Northwest Corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence North 89°56'16" East (East, rec.) for a distance of 713.00 feet;

Thence South 06°41'17" West (S 06°20' W, rec.) for a distance of 156.01 feet to a $\frac{1}{2}$ inch rebar;

Thence South 06°41'17" West (S 06°20' W, rec.) for a distance of 343.86 feet to a $\frac{1}{2}$ inch rebar;

Thence North 85°40'38" West (West, rec.) for a distance of 278.06 feet (283 feet, rec.) to a $\frac{1}{2}$ inch rebar;

Thence South 26°49'15" West (S 26°50' W, rec.) for a distance of 221.68 feet (226 feet, rec.) to a $\frac{1}{2}$ inch rebar;

Thence South 07°18'40" East (S 6°52' E, rec.) for a distance of 359.35 feet (383 feet, rec.) to a $\frac{5}{8}$ inch rebar;

Thence South 19°32'45" West (S 17°35' W, rec.) for a distance of 305.59 feet (254 feet, rec.) to a $\frac{1}{2}$ inch rebar on the south line of Section 32;

Thence South 89°50'04" West (West, rec.) along said line for a distance of 227.15 feet (240 feet, rec.) to the Point of Beginning.

Tract No. 2:

Part of the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 32, more particularly described as follows:

Beginning at the E $\frac{1}{4}$ section corner of Section 32, said corner marked by a $\frac{5}{8}$ inch rebar with a 3 inch aluminum cap on top which shall be the Point of Beginning;

Thence South 00°32'22" West continued for a distance of 55.21 feet;

Thence North 89°30'01" West for a distance of 553.36 feet to a $\frac{1}{2}$ inch rebar;

Thence North 89°38'34" West for a distance of 1152.10 feet to a $\frac{1}{2}$ inch rebar;

Thence North 89°56'14" West for a distance of 526.45 feet to a $\frac{1}{2}$ inch rebar;

Thence North 89°40'37" West for a distance of 300.00 feet to a $\frac{1}{2}$ inch rebar;

Thence North 89°40'37" West for a distance of 24.36 feet to the centerline of a county road;

Thence North 00°00'39" East along said centerline for a distance of 42.42 feet to the North line of the N $\frac{1}{2}$ SE $\frac{1}{4}$;

Thence South 89°57'49" East along said line for a distance of 2556.73 feet to the Point of Beginning.

Tract No. 3:

Part of the N $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 32, more particularly described as follows:

Beginning at the Center $\frac{1}{4}$ Section corner of said Section 32; Thence South $89^{\circ}57'49''$ East along the North line of the $SE\frac{1}{4}$ for a distance of 87.41 feet to the center of a county road (2400 East Road); Thence South $00^{\circ}00'39''$ West along the center of said county road for a distance of 42.42 feet to the Point of Beginning;

Thence South $89^{\circ}40'37''$ East for a distance of 24.36 feet to a $\frac{1}{2}$ inch rebar;

Thence South $89^{\circ}40'37''$ East for a distance of 300.00 feet to a $\frac{1}{2}$ inch rebar;

Thence South $00^{\circ}06'15''$ East for a distance of 225.00 feet to a $\frac{1}{2}$ inch rebar;

Thence North $89^{\circ}40'37''$ West for a distance of 300.00 feet to a $\frac{1}{2}$ inch rebar;

Thence North $89^{\circ}40'37''$ West for a distance of 24.81 feet to the center of a county road (2400 East Road);

Thence North $00^{\circ}00'39''$ East along the center of said county road for a distance of 225.00 feet to the Point of Beginning.

Tract No. 4:

Part of the $SE\frac{1}{4}$ and part of the $SE\frac{1}{4}SW\frac{1}{4}$ of said Section 32, more particularly described as follows:

Beginning at the Center $\frac{1}{4}$ Section corner of said Section 32, which shall be the Point of Beginning;

Thence South $89^{\circ}57'49''$ East along the North line of the $SE\frac{1}{4}$ for a distance of 87.41 feet to the center of a county road (2400 East Road);

Thence South $00^{\circ}00'39''$ West along the center of said county road for a distance of 1312.93 feet to a $\frac{1}{2}$ inch rebar on the South line of the $N\frac{1}{2}SE\frac{1}{4}$;

Thence South $00^{\circ}00'39''$ West along the center of said county road (2400 East Road) for a distance of 53.06 feet to the center of the 2575 South Road;

Thence South $89^{\circ}39'54''$ West along the center of said county road for a distance of 1416.77 feet to the West line of the $SE\frac{1}{4}SW\frac{1}{4}$;

Thence North $00^{\circ}20'09''$ East along the West line of the $SE\frac{1}{4}SW\frac{1}{4}$ for a distance of 59.80 feet to the Northwest corner of the $SE\frac{1}{4}SW\frac{1}{4}$;

Thence North $89^{\circ}56'16''$ East along the North line of the $SE\frac{1}{4}SW\frac{1}{4}$ for a distance of 1319.99 feet to the Northeast corner of the $SE\frac{1}{4}SW\frac{1}{4}$;

Thence North $00^{\circ}24'15''$ East along the West line of the $NW\frac{1}{4}SE\frac{1}{4}$ for a distance of 1313.12 feet to the Point of Beginning.

Tract No. 5:

Part of the $SW\frac{1}{4}SW\frac{1}{4}$ of said Section 32, more particularly described as follows:

Beginning at the Northeast corner of the $SW\frac{1}{4}SW\frac{1}{4}$ of said Section 32 which shall be the Point of Beginning;

Thence South $00^{\circ}20'09''$ West along the East line of the $SW\frac{1}{4}SW\frac{1}{4}$ for a distance of 59.80 feet to the center of a county road (2575 South Road);

Thence South $89^{\circ}39'54''$ West along the center of said road for a distance of 118.40 feet;

Thence South $82^{\circ}31'23''$ West along the center of said road for a distance of 134.98 feet;

Thence South $70^{\circ}14'39''$ West along the center of said road for a distance of 240.42 feet;

Thence South $88^{\circ}11'57''$ West along the center of said road for a distance of 102.72 feet;

Thence North $80^{\circ}56'41''$ West along the center of said road for a distance of 43.05 feet;

Thence North $06^{\circ}16'16''$ East (North $06^{\circ}20'$ East, rec.) for a distance of 156.05 feet to the North line of the $SW\frac{1}{4}SW\frac{1}{4}$;

Thence North $89^{\circ}56'16''$ East along the North line of the $SW\frac{1}{4}SW\frac{1}{4}$ for a distance of 606.99 feet to the Point of Beginning.

Tract No. 6:

Beginning at the $E\frac{1}{4}$ Section corner of said Section 32, said corner marked by a $\frac{5}{8}$ inch rebar with

a 3 inch aluminum cap on top; Thence North $89^{\circ}57'49''$ West along the North line of the

$N\frac{1}{2}SE\frac{1}{4}$ for a distance of 2556.73 feet to the centerline of a county road; Thence South

$00^{\circ}00'39''$ West along said centerline for a distance of 42.42 feet; Thence South $89^{\circ}40'37''$ East for a distance of 324.36 feet to a $\frac{1}{2}$ inch rebar which shall be the Point of Beginning;

Thence South $89^{\circ}56'14''$ East for a distance of 526.45 feet to a $\frac{1}{2}$ inch rebar;

Thence South $55^{\circ}20'57''$ West for a distance of 488.47 feet to a $\frac{1}{2}$ inch rebar;

Thence South $49^{\circ}26'54''$ West for a distance of 295.40 feet to a $\frac{1}{2}$ inch rebar;

Thence South $33^{\circ}41'56''$ West for a distance of 360.67 feet to a $\frac{1}{2}$ inch rebar;

Thence North 89°59'21" West for a distance of 24.56 feet to the centerline of a county road;
Thence North 00°00'39" East along said centerline for a distance of 547.25 feet;
Thence South 89°40'37" East for a distance of 24.81 feet to a ½ inch rebar;
Thence South 89°40'37" East for a distance of 300.00 feet to a ½ inch rebar;
Thence North 00°06'15" West for a distance of 225.00 feet to the Point of Beginning.

Tract No. 7:

Beginning at the E¼ Section corner of said Section 32, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence South 00°32'22" West along the East section line for a distance of 55.21 feet to a point which shall be the Point of Beginning;
Thence South 00°32'22" West continuing along said line for a distance of 861.80 feet;
Thence North 22°29'20" West for a distance of 455.78 feet to a ½ inch rebar;
Thence North 47°45'24" West for a distance of 499.95 feet to a ½ inch rebar;
Thence North 00°24'20" West for a distance of 109.37 feet to a ½ inch rebar;
Thence South 89°30'01" East for a distance of 553.36 feet to the Point of Beginning.

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 33: Part of the NW¼SW¼, more particularly described as follows:

Beginning at the W¼ Section corner of said Section 33, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence South 00°32'22" West along the West section line for a distance of 917.01 feet to a point which shall be the Point of Beginning;
Thence South 22°29'20" East for a distance of 40.07 feet to a ½ inch rebar;
Thence South 01°05'41" West for a distance of 354.55 feet to a ½ inch rebar to the South line of the NW¼SW¼;
Thence South 89°44'10" West for a distance of 12.24 feet to the Southwest corner of the NW¼SW¼ marked by a 5/8 inch rebar;
Thence North 00°32'22" East along the West section line for a distance of 391.58 feet to the Point of Beginning.

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 4: Part of the W½, more particularly described as follows:

Beginning at the Northwest section corner of said Section 4 said corner marked by an U.S. General Land Office iron pipe with brass cap on top which shall be the Point of Beginning;
Thence North 89°49'38" East along the North section line for a distance of 259.00 feet to a ½ inch rebar;
Thence South 00°07'09" West for a distance of 463.93 feet to a ½ inch rebar;
Thence South 25°14'38" East for a distance of 799.27 feet to a ½ inch rebar;
Thence South 00°45'14" West for a distance of 786.45 feet to a ½ inch rebar;
Thence South 24°39'54" West for a distance of 873.79 feet to a ½ inch rebar;
Thence South 00°32'26" West for a distance of 1194.64 feet to a ½ inch rebar;
Thence South 04°06'36" West for a distance of 1163.69 feet to a ½ inch rebar;
Thence South 34°59'32" West for a distance of 174.45 feet to the Southwest section corner marked by a U.S. General Land Office iron pipe with brass cap on top;
Thence North 00°19'04" West along the West section line for a distance of 5264.81 feet to the Point of Beginning.

SAVE AND EXCEPT, the following described tract:

Beginning at the Southwest Corner of Section 4, said corner marked by a brass cap; Thence North 00°19'05" West along the west line of Section 4 for a distance of 1383.09 feet to the Point of Beginning;
Thence North 00°19'05" West along the west line of Section 4 for a distance of 648.89 feet;
Thence South 88°24'43" East for a distance of 201.56 feet to a ½ inch rebar;

Thence South 00°32'26" West for a distance of 642.88 feet to a ½ inch rebar;
Thence South 89°52'11" West for a distance of 191.82 feet to the Point of Beginning.

Section 5: **ALL, EXCEPTING THEREFROM** the following described tracts:

Tract No. 1:

Beginning at the Northwest Corner of Section 5, said corner marked by an iron pipe which shall be the Point of Beginning;
Thence North 89°50'04" East (East, rec.) along the north line of Section 5 for a distance of 227.15 feet (240 feet, rec.);
Thence South 25°24'59" West (S 25°48' W, rec.) for a distance of 259.68 feet (338 feet, rec.) to a 5/8 inch rebar;
Thence South 03°13'42" East (S 2°57' E, rec.) for a distance of 369.89 feet (385 feet, rec.) to a 5/8 inch rebar;
Thence South 17°54'07" East (S 17°45' E, rec.) for a distance of 308.51 feet (310 feet, rec.) to a ½ inch rebar;
Thence South 11°48'19" West (S 12°08' W, rec.) for a distance of 431.97 feet (360 feet, rec.) to the south line of the NW¼NW¼;
Thence South 89°45'19" West (West, rec.) for a distance of 138.96 feet (139 feet, rec.) to the Southwest Corner of the NW¼NW¼;
Thence North 00°10'30" West (North, rec.) along the west line of Section 5 for a distance of 1320.19 feet (1320 feet, rec.) to the Point of Beginning.

Tract No. 2:

Beginning at the Northwest Corner of the SW¼NW¼ of Section 5, said corner marked by an iron pipe which shall be the Point of Beginning;
Thence North 89°45'19" East (East, rec.) along the north line of the SW¼NW¼ for a distance of 138.96 feet (139 feet, rec.);
Thence South 11°48'19" West (S 12°08' W, rec.) for a distance of 3.13 feet to a 5/8 inch rebar;
Thence South 02°21'05" West (S 2°33' W, rec.) for a distance of 262.95 feet (263 feet, rec.) to a 5/8 inch rebar;
Thence South 88°31'36" East (S 88°20' E, rec.) for a distance of 284.00 feet (285 feet, rec.) to a ½ inch rebar;
Thence South 10°00'56" East (S 9°48' E, rec.) for a distance of 129.56 feet (130 feet, rec.) to a ½ inch rebar;
Thence South 42°49'32" West (S 43°22' W, rec.) for a distance of 133.92 feet (134 feet, rec.) to a 5/8 inch rebar;
Thence South 33°36'40" West (S 33°53' W, rec.) for a distance of 308.21 feet (307 feet, rec.) to a ½ inch rebar;
Thence South 65°29'59" West (S 65°37' W, rec.) for a distance of 186.58 feet (180 feet, rec.) to a ½ inch rebar on the west line of Section 5;
Thence North 00°10'30" West (North, rec.) along said line for a distance of 832.36 feet (815 feet, rec.) to the Point of Beginning.

Tract No. 3:

Beginning at the South ¼ Corner of Section 5, said corner marked by a 5/8 inch rebar; Thence North 00°15'08" West along the east line of the SW¼ for a distance of 1296.05 feet to the Point of Beginning;
Thence North 89°23'48" West for a distance of 39.80 feet to a ½ inch rebar;
Thence North 89°23'48" West for a distance of 1712.98 feet to a ½ inch rebar;
Thence South 55°43'09" West for a distance of 164.72 feet to a ½ inch rebar;
Thence North 89°16'27" West for a distance of 48.55 feet to a ½ inch rebar;
Thence North 61°07'30" West for a distance of 162.18 feet to a ½ inch rebar;
Thence North 89°24'40" West for a distance of 562.97 feet to the west line of Section 5;
Thence North 00°10'33" West along the west line of Section 5 for a distance of 1209.18 feet to a ½ inch rebar;
Thence North 59°47'22" East for a distance of 293.62 feet to a ½ inch rebar;
Thence South 09°01'49" East for a distance of 577.38 feet to a 5/8 inch rebar;
Thence South 28°43'28" East for a distance of 380.69 feet to a 5/8 inch rebar;
Thence along a non-tangent curve to the left for a distance of 690.30 feet to a 5/8 inch rebar, said

curve having a radius of 1185.41 feet, a delta angle of 33°21'55", and a long chord bearing of South 52°20'13" East for a distance of 680.59 feet;
 Thence South 89°31'57" East for a distance of 736.75 feet to a ½ inch rebar;
 Thence along a non-tangent curve to the left for a distance of 559.81 feet to a ½ inch rebar, said curve having a radius of 1155.83 feet, a delta angle of 27°45'01", and a long chord bearing of North 60°26'57" East for a distance of 554.35 feet;
 Thence North 38°05'46" East for a distance of 411.83 feet to a ½ inch rebar;
 Thence North 68°16'25" East for a distance of 73.82 feet to a ½ inch rebar;
 Thence North 68°16'25" East for a distance of 37.98 feet to the east line of the SW¼ of Section 5;
 Thence South 00°15'08" East along said line for a distance of 658.88 feet to the Southeast Corner of the NE¼SW¼;
 Thence South 00°15'08" East along the east line of the SW¼ of Section 5 for a distance of 21.41 feet to the Point of Beginning.

Tract No. 4:

Beginning at the South ¼ Corner of Section 5, said corner marked by a 5/8 inch rebar; Thence North 00°15'08" West along the east line of the SW¼ for a distance of 1382.67 feet to the Point of Beginning;
 Thence North 00°15'08" West along the west line of the SE¼ of Section 5 for a distance of 1651.55 feet;
 Thence North 90°00'00" East for a distance of 15.41 feet to a ½ inch rebar;
 Thence along a non-tangent curve to the left for a distance of 1355.58 feet to a ½ inch rebar, said curve having a radius of 1732.23 feet, a delta angle of 44°50'16", and a long chord bearing of South 45°49'19" East for a distance of 1321.26 feet;
 Thence South 88°08'49" East for a distance of 1073.75 feet to a ½ inch rebar;
 Thence South 01°43'09" East for a distance of 18.37 feet to a ½ inch rebar;
 Thence South 88°24'43" East for a distance of 609.64 feet to the east line of Section 5;
 Thence South 00°19'05" East along said line for a distance of 648.89 feet;
 Thence South 89°52'11" West for a distance of 2062.54 feet to a ½ inch rebar;
 Thence South 89°17'12" West for a distance of 539.69 feet to a ½ inch rebar;
 Thence South 89°17'12" West for a distance of 40.28 feet to the Point of Beginning.

Section 8: NE¼, N½SE¼ and N½NW¼

Section 17: NE¼SW¼

PARCEL NO. 18:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
 CASSIA COUNTY, IDAHO

Section 6: Beginning at the Southeast corner of the SE¼ of said Section 6;
 Running thence West 266 feet to the center line of U.S. Highway No. 30 South;
 Thence running North 13°47' West 405 feet along the center line of U.S. Highway No. 30 South;
 Running thence North 12°3' West 1642 feet;
 Running thence North 61°32' East 270 feet;
 Running thence North 9°53' West 518 feet to the North boundary line of the SE¼ of said Section 6;
 Thence running East 151 feet along said North boundary line of the said SE¼ of said Section 6;
 Thence running in the SE¼NE¼ of said Section 6, North 28°59' East 125 feet;
 Thence South 67°14' East 175 feet;
 Thence South 13°54' East 31 feet to the North boundary line of the SE¼ of said Section 6;
 Thence running South 13°54' East 111.5 feet;
 Thence running East 150 feet to the East boundary line of the said SE¼ of said Section 6;
 Thence South 2530 feet along the said East boundary line of the said SE¼ of said Section 6 to the Point of Beginning.

EXCEPTING THEREFROM, the following described tracts:

Tract No. 1:

That portion conveyed for road purposes.

Tract No. 2:

Beginning at the Southeast Corner of Section 6, said corner marked by a 5/8 inch rebar; Thence North 00°10'30" West along the east line of Section 6 for a distance of 1317.87 feet to the Point of Beginning;
Thence North 89°24'40" West for a distance of 511.14 feet to a 1/2 inch rebar on the easterly right of way of State Highway 81;
Thence North 12°16'51" West along said right of way for a distance of 706.79 feet to a 1/2 inch rebar;
Thence North 59°26'51" East (N 61°32' E, rec.) for a distance of 219.23 feet to a 1/2 inch rebar;
Thence North 09°57'09" West (N 9°53' W, rec.) for a distance of 515.80 feet (518 feet, rec.) to the north line of the SE 1/4 of Section 6;
Thence North 89°48'39" East (East, rec.) along said line for a distance of 151.00 feet to a 1/2 inch rebar;
Thence North 35°22'16" East (N 28°59' E, rec.) for a distance of 124.36 feet (125 feet, rec.) to a 1 1/2 inch iron pipe;
Thence South 66°56'05" East (S 67°14' E, rec.) for a distance of 175.23 feet (175 feet, rec.) to a 1/2 inch rebar;
Thence South 13°36'00" East (S 13°54' E, rec.) for a distance of 32.88 feet (31 feet, rec.) to the south line of the NE 1/4 of Section 6;
Thence South 13°36'00" East (S 13°54' E, rec.) for a distance of 109.81 feet (111.5 feet, rec.) to a 1/2 inch rebar;
Thence South 89°41'56" East (East, rec.) for a distance of 140.34 feet (150 feet, rec.) to a 1/2 inch rebar on the east line of Section 6;
Thence South 00°10'30" East along the east line of Section 6 for a distance of 1209.18 feet to the Point of Beginning.

PARCEL NO. 19:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 8: S 1/2 SW 1/4

Section 17: NW 1/4

PARCEL NO. 20:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 6: S 1/2 NE 1/4, SE 1/4 SW 1/4, W 1/2 SE 1/4, E 1/2 SE 1/4, **EXCEPTING THEREFROM** all that portion lying East of U.S. Highway No. 30 South, and **EXCEPT** Highway Right-of-Way.

Section 7: E 1/2 NW 1/4, NE 1/4, NE 1/4 SW 1/4, N 1/2 SE 1/4, **EXCEPT** that portion of said NE 1/4 lying East of U.S. Highway No. 30 South, and **EXCEPT** Highway Right-of-way.

PARCEL NO. 21:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 17: NW 1/4 SW 1/4

PARCEL NO. 22:

TOWNSHIP 15 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 24: NE 1/4 NE 1/4, S 1/2 N 1/2, NE 1/4 SW 1/4, SE 1/4, **LESS** that portion deeded to Raft River Highway District for highway purposes.

Section 25: N 1/2 NE 1/4, N 1/2 NW 1/4

Section 26: NE 1/4

PARCEL NO. 23:

TOWNSHIP 15 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 23: N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 24: W $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL NO. 24:

TOWNSHIP 15 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 23: SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$

PARCEL NO. 25:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: All of Lot 4 **EXCEPT** the North two rods thereof.

Section 19: Lots 1, 2 and 3, **LESS** a three rod right-of-way along the East side of Lots 2 and 3. **ALSO LESS** that portion deeded to Raft River Highway District for highway purposes.

PARCEL NO. 26:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 17: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 18: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 19: NE $\frac{1}{4}$ NE $\frac{1}{4}$

PARCEL NO. 27:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 20: Beginning at a point 1200 feet West of the Southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 20;
Thence West 1440 feet;
Thence South 2220 feet;
Thence East 440 feet to the West boundary line of Clear Creek;
Thence in a Northeasterly direction along the West boundary line of Clear Creek, approximately 2409 feet to the Point of Beginning.

EXCEPTING the following described tract:

Beginning at the Northwest corner of said Section 20;
Thence South 3474 feet more or less to the True Point of Beginning;
Thence East 100 feet;
Thence South 60 feet;
Thence West 100 feet;
Thence North 60 feet to the True Point of Beginning.

PARCEL NO. 28:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 29: W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$

Section 20: S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, **EXCEPTING THEREFROM** the following described tract:

Beginning at a point 1,200 feet West of the Southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said
Section 20;
Thence West 1440 feet;
Thence South 2220 feet;
Thence East 440 feet to the West boundary of Clear Creek;
Thence Northeasterly along the West boundary line of Clear Creek approximately 2409 feet to the
Point of Beginning.

PARCEL NO. 29:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 20: NW $\frac{1}{4}$ NW $\frac{1}{4}$

PARCEL NO. 30:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 29: W $\frac{1}{2}$ NW $\frac{1}{4}$

PARCEL NO. 31:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 7: Lot 4 LESS the following described tract:

Beginning at the Northwest corner of said Lot 4;
Thence East along the North boundary line of said Lot, 100 feet;
Thence South parallel with the West boundary line of said Lot, 100 feet;
Thence West parallel with North boundary line of said Lot, 100 feet;
Thence North along the West boundary line of said Lot, 100 feet to the Point of Beginning.

Section 18: Lot 1 and Lot 2

PARCEL NO. 32:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 17: SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 20: NE $\frac{1}{4}$ NW $\frac{1}{4}$

Special Exceptions: Order Number: 48801 - Parcel No's 1-16

9. Taxes for 2012 and subsequent years, a lien, but not yet due or payable.
10. Assessments levied, or to be levied, by Raft River Ground Water District.
11. Reservation in Deed from Utah Idaho Development Company, a corporation, to Farrell T. Norman, recorded November 15, 1947, as Instrument No. 160832 in Book 51 of Deeds, Page 215, records of Cassia County, Idaho, which reads as follows: "Reserving to the Grantor, its successors, and assigns, all the oil, gas and minerals in, on or under the surface of said lands and all the rights of ownership therein, and reserving the right and license of exploring, mining developing or operating for any or all of said products upon said lands and erecting thereon all necessary buildings, pipelines, machinery and equipment necessary in and about the business of mining, developing or operating for any of said products, upon condition, however, that the party of the First Part shall reimburse the Party of the Second Part, his heirs, executors, administrators, or assigns for all damage done to growing crops upon said premises; and will like-wise reimburse the then owners of said land for loss of the use of any portion thus withdrawn from agricultural purposes; such damages to be measured and paid from year to year based upon the loss from the first crop so destroyed; or its probable value if destroyed before harvesting the same. (Parcel No.2)
12. Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., the Seller, and Oscar Edlund, as Consumer, dated April 26, 1957 and recorded September 12, 1958 as Instrument No. 198527 in Book 10 of Bills of Sales and Agreements, records of Cassia County, Idaho, covering the SWNE of Section 19, Township 15 South, Range 27 East of the Boise Meridian. Assumption of Agreement for Electric Service Consumer's Interest, Wynn R. Dewsnap and Jeannine Dewsnap, Assuming Consumer, dated April 10, 2006 and recorded April 17, 2006 as Instrument No.307999, records of Cassia County, Idaho.
13. Right of Way Deed from Oscar Edlund and Luella C. Edlund, his wife, to Raft River Highway District, a quasi municipal corporation, dated August 6, 1947 and recorded June 19, 1964 as Instrument No. 19182 on Film No. 28, records of Cassia County, Idaho, granting the North 25 feet of the SWNE of Section 19, Township 15 South, Range 27 East of the Boise Meridian. (Parcel Nos. 7, 8 and 10) and over and across the North 25 feet of the SENW and the North 25 feet of the SWNE of Section 19, Township 15 South, Range 27 East of the Boise Meridian. (Parcel Nos. 11 and 12)
14. Intentionally deleted
15. Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Bell, Bingham and Associates, Inc., as Consumer, dated April 3, 1969 and recorded June 11, 1969 as Instrument No. 46660 on Film No. 61, records of Cassia County, Idaho, covering the NE of Section 20, Township 14 South, Range 27 East of the Boise Meridian.
16. Right of Herman E. Bedke and Ruby C. Bedke, husband and wife, to pipe culinary water from the well now situated on said property, said right given in Warranty Deed recorded May 19, 1974 as Instrument No. 62811 on Film No. 76, records of Cassia County, Idaho. (Parcel No.2)
17. Intentionally Deleted.

SCHEDULE B

to Warranty Deed – Dewsnap - Pinnacle

18. Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Boyd R. Booth, as Consumer, dated May 4, 1977 and recorded May 10, 1977 as Instrument No. 98410 on Film No. 108, records of Cassia County, Idaho, covering the NESW of Section 18, Township 15 South, Range 27 East of the Boise Meridian. (Parcel No. 5)
Assumption of Agreement for Electric Service Consumer's Interest, Assuming Consumer, Wynn R. Dewsnap/Jeannine Dewsnap - Family Revocable Trust, dated April 10, 2006 and recorded April 17, 2006 as Instrument No. 307997, records of Cassia County, Idaho.
19. Exception and Reservation contained in Corporate Warranty Deed from J. E. Tracy, Inc., an Idaho Corporation, as Grantor, and Harlan B. Jensen and Bette J. Jensen, husband and wife, as Grantees, dated December 21, 1977 and recorded December 30, 1977 as Instrument No. 103899 on Film No. 114, records of Cassia County, Idaho, which reads as follows: "Excepting and reserving unto Grantor any and all rights and benefits arising from or growing out of the Geothermal Lease and Agreement executed by it and Raft River Rural Electric Cooperative Inc." (Parcel No.9)
20. Exception and Reservation contained in Warranty Deed from Harlan B. Jensen and Bette J. Jensen, husband and wife, as Grantors, to Reid S. Stewart and Ruth O. Stewart, husband and wife, as Grantees, dated December 29, 1977 and recorded January 9, 1978 as Instrument No. 104032 on Film No. 114, records of Cassia County, Idaho, which reads as follows: "Excepting and reserving unto Grantors and specifically retaining in Grantors any and all mineral, oil, gas, geothermal steam and all other under the surface rights in and to said premises, together with any and all rights and benefits, including, but not limited to, rental payments arising from or growing out of any existing leases, with options to renew, in which said Grantors have any interest." (Parcels No. 3, 4, 9, 10, 12 and 13)
21. Assignment between Reid G. Stewart and Heidi F. Stewart, husband and wife, as Assignor, and Melbourne B. Grow and Nadine B. Grow, husband and wife, as Assignee, dated August 7, 1978 and recorded August 8, 1978 as Instrument No. 110000 on Film No. 119, records of Cassia County, Idaho, pertaining to Compensation for surface rights damage resulting from removal of Under-the-Service mineral rights. (Parcel No. 12)
22. Reservation contained in Warranty Deed from Reid G. Stewart and Heidi F. Stewart, husband and wife, to Melbourne B. Grow and Nadine B. Grow, husband and wife, dated May 6, 1976 and recorded August 9, 1978 as Instrument No. 110045 on Film No. 119, records of Cassia County, Idaho, which reads as follows: "There is hereby excepted from this deed all mineral, oil, gas, geothermal, steam and other sub-surface rights to the above described property." (Parcel No. 12)
23. Agreement For Purchase Of Power between Raft River Rural Electric Cooperative, Inc., Seller and Boyd Booth, Consumer, dated February 22, 1978 and recorded March 21, 1979 as Instrument No. 115132 on Film No. 124, records of Cassia County, Idaho, covering the Northeast Corner of the SESW of Section 7, Township 15 South, Range 27 East of the Boise Meridian.
Assumption of Agreement for Electric Service consumer's Interest, Assuming Consumer, Wynn R. Dewsnap/Jeannine Dewsnap - Family Revocable Trust, dated April 10, 2006 and recorded April 17, 2006 as Instrument No. 307994, records of Cassia County, Idaho.
24. Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and J.E. Tracy Corp., as Consumer, dated April 1, 1969, and recorded November 4, 1979, as Instrument No. 116530 on Film No. 125, records of Cassia County, Idaho, covering the SWSW (Lot 4) of Section 19, Township 15 South, Range 27 East of the Boise Meridian.
25. Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Irene Udy and Lance Udy, Consumers, dated April 1, 1968 and recorded October 17, 1979 as

Instrument No. 120739 on Film No. 129, records of Cassia County, Idaho, covering NNW and NWNE of Section 24, Township 15 South, Range 26 East of the Boise Meridian.

26. Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Scott F. Carter and Lou Jean Carter, as Consumer, dated March 14, 1980 and recorded June 2, 1980 as Instrument No. 126430 on Film No. 134, records of Cassia County, Idaho, covering the NESW of Section 18, Township 15 South, Range 27 East of the Boise Meridian. (Parcel No. 2)
27. Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Scott F. Carter and Lou Jean Carter, as Consumer, dated March 14, 1980 and recorded June 2, 1980 as Instrument No. 126431 on Film No. 134, records of Cassia County, Idaho, covering tile SE of Section 19, Township 15 South, Range 27 East of the Boise Meridian. (Parcel No. 2)
28. Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, as Seller, and Wayne R. Rich, as Consumer, dated May 14, 1986 and recorded June 13, 1986 as Instrument No. 179084 on Film No. 181, records of Cassia County, Idaho, covering the NSE of Section 18, Township 15 South, Range 27 East of the Boise Meridian, well located on the SWSE of Section 18.
Assumption of Agreement for Electric Service consumer's Interest, Assuming Consumer, Wynn R. Dewsnup/Jeannine Dewsnup - Family Revocable Trust, dated April 10, 2006 and recorded April 17, 2006 as Instrument No. 308003, records of Cassia County, Idaho.
29. Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., the Seller, and Wayne R. Rich, as Consumer, dated May 14, 1986 and recorded June 13, 1986 as Instrument No. 179085 on Film No. 181, records of Cassia County, Idaho, covering the NE of Section 18, Township 15 South Range 27 East of the Boise Meridian. Assumption of Agreement for Electric Service Consumer's Interest, Assuming Consumer, Wynn R. Dewsnup/Jeannine Dewsnup - Family Revocable Trust, recorded April 17, 2006 as Instrument No. 307998) records of Cassia County, Idaho.
30. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, as seller, and Wayne R. Rich, as Consumer, dated May 14, 1986 and recorded June 13, 1986 as Instrument No. 179086 on Film No. 181, records of Cassia County, Idaho, covering the WSESE of Section 7, Township 15 South, Range 27 East of the Boise Meridian, well located on the SESE of Section 7. Assumption of Agreement for Electric Service Consumer's Interest, Assuming Consumer, Wynn R. Dewsnup/Jeannine Dewsnup - Family Revocable Trust, recorded April 17, 2006 as Instrument No. 307991, records of Cassia County, Idaho.
31. Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., the Seller, and Wayne R. Rich, as Consumer, dated May 14, 1986 and recorded June 13, 1986 as Instrument No. 179088 on Film No. 181, records of Cassia County, Idaho, covering the SE of Section 19, Township 15 South Range 27 East of the Boise Meridian.
Assumption of Agreement for Electric Service Consumer's Interest, Assuming Consumer, Wynn R. Dewsnup/Jeannine Dewsnup - Family Revocable Trust, dated April 10, 2006 and recorded April 17, 2006 as Instrument No. 308000, records of Cassia County, Idaho.
32. Agreement for Electric Service (Irrigation) between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Brian Hansen, Consumer, dated October 8, 1986 and recorded May 22, 1987 as Instrument No. 188495 on Film No. 190, records of Cassia County, Idaho, covering the SWSW of Section 19, Township 15 South, Range 27 East, Boise Meridian. Assumption of Agreement for Electric Service consumer's Interest, Wynn R. Dewsnup and Jeannine Dewsnup, Assuming

Consumer, dated April 10, 2006 and recorded April 17, 2006 as Instrument No. 307995, records of Cassia County, Idaho.

33. Effect of Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, and Colin Bowcut, dated June 15, 1992 and recorded April 21, 1993 as Instrument No. 224175 on Film No. 243, record, of Cassia County, Idaho. (Covering the NE of Section 20, Township 14 South, Range 27 East of the Boise Meridian)
34. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Brian Hansen/Darla Hansen, Consumer, dated May 3, 1994 and recorded May 19, 1994 as Instrument No. 230943 on Film No. 256, records of Cassia County, Idaho, covering the SE of Section 19, Township 15 South, Range 27 East of the Boise Meridian. Assumption of Agreement for Electric Service Consumer's Interest, Assuming Consumer, Wynn R. Dewsnup/Jeannine Dewsnup - Family Revocable Trust, dated April 10, 2006 and recorded April 17, 2006 as Instrument No. 308000, records of Cassia County, Idaho.
35. Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc. an Idaho rural electric Cooperative of Malta, Seller and Brian Hansen, Consumer, dated June 24, 1996 and recorded July 3, 1996 as Instrument No. 243728 on Film No. 278, records of Cassia County, Idaho, covering the NSE of Section 18, Township 15 South, Range 27 East of the Boise Meridian. Assumption of Agreement for Electric Service Consumer's Interest, Assuming Consumer, Wynn R. Dewsnup/Jeannine Dewsnup - Family Revocable Trust, dated April 10, 2006 and recorded April 17, 2006 as Instrument No. 308003, records of Cassia County, Idaho.
36. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc. an Idaho rural electric Cooperative of Malta, Seller and Brian Hansen, Consumer, dated June 24, 1996 and recorded July 3, 1996 as Instrument No. 243729 on Film No. 278, records of Cassia County, Idaho, covering the NE of Section 18, Township 15 South, Range 27 East of the Boise Meridian.
37. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Walkhill Ranch, Danny Hill and Don Walker, Consumer, dated May 13, 1997 and recorded June 16, 1997 as Instrument No. 249568 on Film No. 288, records of Cassia County, Idaho, covering the SESE of Section 13, Township 15 South, Range 26 East of the Boise Meridian) Assumption of Agreement for Electric Service Consumer's Interest, Wynn R. Dewsnup and Jeannine Dewsnup, Assuming Consumer, dated August 30, 2002 and recorded October 2, 2002 as Instrument No. 284147, records of Cassia County, Idaho. Assumption of Agreement for Electric Service Consumer's Interest, Agua Caliente LLC, a Colorado limited liability company, Assuming Consumer, dated February 26, 2008 and recorded February 28, 2008 as Instrument No. 2008-001354, records of Cassia County, Idaho.
38. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Brian Hansen, Consumer, dated December 31, 1997 and recorded January 20, 1998 as Instrument No. 253238 on Film No. 295, records of Cassia County, Idaho, covering the SENW and the SWNE of Section 19, Township 15 South, Range 27 East of the Boise Meridian. Assumption of Agreement for Electric Service Consumer's Interest, Assuming Consumer, Wynn R. Dewsnup/Jeannine Dewsnup - Family Revocable Trust, dated April 10, 2006 and recorded April 17, 2006 as Instrument No. 307999, records of Cassia County, Idaho.
39. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Brian Hansen, Consumer, dated April 30, 1998 and recorded September 15, 1998 as Instrument No. 257863 on Film No. 303, records of Cassia County, Idaho, covering the NENE

of Section 19, Township 15 South, Range 27 East of the Boise Meridian.

Assumption of Agreement for Electric Service consumer's Interest, Assuming Consumer, Wynn R. Dewsnap/Jeannine Dewsnap - Family Revocable Trust, dated April 10, 2006 and recorded April 17, 2006 as Instrument No. 307993, records of Cassia County, Idaho.

40. Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc. an Idaho rural electric Cooperative of Malta, Seller and Brian Hansen, Consumer, dated April 30, 1998 and recorded September 15, 1998 as Instrument No. 257864 on Film No. 303, records of Cassia County, Idaho, covering the NE of Section 18, Township 15 South, Range 27 East of the Boise Meridian. Assumption of Agreement for Electric Service Consumer's Interest, Assuming Consumer, Wynn R. Dewsnap/Jeannine Dewsnap - Family Revocable Trust, recorded April 17, 2006 as Instrument No. 307998, records of Cassia County, Idaho.
41. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Brian Hansen, Consumer, dated April 30, 1998 and recorded September 15, 1998 as Instrument No. 257865 on Film No. 303, records of Cassia County, Idaho, covering the NWNE of Section 19, Township 15 South, Range 27 East of the Boise Meridian. Assumption of Agreement for Electric Service Consumer's Interest, Assuming Consumer, Wynn R. Dewsnap/Jeannine Dewsnap - Family Revocable Trust, dated April 10, 2006 and recorded April 17, 2006 as Instrument No. 307992, records of Cassia County, Idaho.
42. Effect of Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc. an Idaho rural electric Cooperative of Malta, Seller and Royce Booth, Consumer, dated September 8, 1999 and recorded September 22, 1999 as Instrument No. 265119, records of Cassia County, Idaho, covering the NENE of Section 18, Township 15 South, Range 27 East of the Boise Meridian.
43. Cassia County Ordinance No. 99-10-2, recorded October 27, 1999 as Instrument No. 265642, records of Cassia County, Idaho.
44. Effect of Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc. an Idaho rural electric Cooperative of Malta, Seller and Reid S. Stewart, Consumer, dated March 1, 2001 and recorded March 19, 2001 as Instrument No. 273995, records of Cassia County, Idaho, covering the SE of Section 20, Township 15 South, Range 27 East of the Boise Meridian.
Assumption of Agreement for Electric Service consumer's Interest Wynn Dewsnap Family Trust dba Bridge Farms, Assuming Consumer, dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001957, records of Cassia County, Idaho.
45. Effect of Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Reid Stewart, Consumer, dated March 13, 2001 and recorded April 2, 2001 as Instrument No. 274215, records of Cassia County, Idaho, covering the NE of Section 26, Township 15 South, Range 26 East of the Boise Meridian; NNW and NNE of Section 25, Township 15 South, Range 26 East of the Boise Meridian; SSW and the E of Section 24, Township 15 South, Range 26 East of the Boise Meridian.
Assumption of Agreement for Electric Service Consumer's Interest Wynn Dewsnap Family Trust dba Bridge Farms, Assuming Consumer, dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001953, records of Cassia County, Idaho.
46. Effect of Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc. an Idaho rural electric Cooperative of Malta, Seller and Reid Stewart, Consumer, dated May 2, 2003 and recorded April 11, 2003 as Instrument No. 287959, records of Cassia County, Idaho, covering the NW of Section 20, Township 15 South, Range 27 East of the Boise Meridian.
Assumption of Agreement for Electric Service Consumer's Interest Wynn Dewsnap Family Trust dba

Bridge Farms, Assuming Consumer, dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001961, records of Cassia County, Idaho.

47. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Wynn Dewsnap, Consumer, dated March 10, 2006 and recorded April 3, 2006 as Instrument No. 307675, records of Cassia County, Idaho. (Covering the NE of Section 20 Township 14 South Range 27 East of the Boise Meridian).
48. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Wynn Dewsnap and Jeannine Dewsnap Family Revocable Trust, Consumer, dated March 21, 2006 and recorded April 19, 2006 as Instrument No. 308057, records of Cassia County, Idaho. (Covering the SWSE of Section 18 Township 15 South Range 27 East of the Boise Meridian).
49. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Wynn Dewsnap and Jeannine Dewsnap Family Revocable Trust, Consumer, dated March 21, 2006 and recorded April 19, 2006 as Instrument No. 308058, records of Cassia County, Idaho. (Covering the NNSE of Section 18 Township 15 South Range 27 East of the Boise Meridian).
50. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Wynn Dewsnap and Jeannine Dewsnap Family Revocable Trust, Consumer, dated March 21, 2006 and recorded April 19, 2006 as Instrument No. 308059, records of Cassia County, Idaho. (Covering the ENW of Section 18 Township 15 South Range 27 East of the Boise Meridian).
51. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Wynn R. Dewsnap/Jeannine Dewsnap, Consumer, dated October 11, 2006 and recorded October 24, 2006 as Instrument No. 311691, records of Cassia County, Idaho. (Covering the SWNWSE of Section 17 Township 14 South Range 27 East of the Boise Meridian).
52. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Wynn R./Jeannine Dewsnap, Consumer, dated October 11, 2006 and recorded October 24, 2006 as Instrument No. 311692, records of Cassia County, Idaho. (Covering the SWSESE of Section 7 Township 15 South Range 27 East of the Boise Meridian).
53. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Wynn Dewsnap, Jeannine Dewsnap, Consumer, dated January 11, 2007 and recorded March 14, 2007 as Instrument No. 314430, records of Cassia County, Idaho. (Covering the NE of Section 18 Township 15 South Range 27 East of the Boise Meridian).
54. Memorandum of Geothermal Lease and Agreement by and between Agua Caliente LLC, Lessee, and The Wynn Family Revocable Trust, under trust instrument dated September 2, 1999, Wynn Dewsnap and Jeannine Dewsnap, Co-Trustees, Lessor, dated December 21, 2007 and recorded January 11, 2008 as Instrument No. 2008-000442, records of Cassia County, Idaho.
55. Memorandum of Geothermal Lease and Agreement by and between Agua Caliente LLC, Lessee, and Mark E. Mellor and Jodi C. Mellor, husband and wife, Lessor, dated January 24, 2008 and recorded October 7, 2008 as Instrument No. 2008-005616, records of Cassia County, Idaho.

56. Agreement for Electrical Service and Easement by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, Seller and Bridge Farms, Landowner, dated June 4, 2008 and recorded June 23, 2008 as Instrument No. 2008-003726, records of Cassia County, Idaho. (Covers the SWNE of Section 20 Township 14 South Range 27 East of the Boise Meridian).

Special Exceptions: Order Number: 48801 - Parcel No's 17 - 21

57. Taxes for 2012 and subsequent years, a lien, but not yet due or payable.
58. Assessments levied, or to be levied, by Raft River Ground Water District.
59. Excepting all oil, gas and minerals rights as reserved in Deed from Utah Idaho Development Company, a corporation, to Farrel T. Norman, dated June 17, 1946 and recorded November 15, 1947 as Instrument No. 160832 in Book. 51 of Deeds on page 215, records of Cassia County, Idaho. (Affects Parcel Nos. 19 and 20 and covers additional property not included herein.)
60. Agreement for Purchase of Power by and between the Raft River Rural Electric Cooperative, Inc., Seller and Vincent B. Tobin and Wife Norma Tobin, Consumer dated January 15, 1957 and recorded September 12, 1958 as Instrument No. 198548 in Book 10 of Bills of Sale on Pages 101 and 102, records of Cassia County, Idaho. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta and Arimo Corporation, Christopher F. Robinson, President, Victoria A. Robinson, Secretary, dated April 1, 1990 and recorded May 14, 1990 as Instrument No. 207554 on Film No. 216, records of Cassia County, Idaho. Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnup Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an Idaho electric corporation, dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001968, records of Cassia County, Idaho. (Covers SW of Section 5, Township 15 South, Range 27 East of the Boise Meridian Location of Well: SESE of Section 6 Township 15 South Range 27 East of the Boise Meridian).
61. Agreement for Purchase of Power by and between the Raft River Rural Electric Cooperative, Inc., Seller and M V Ranches, Consumer dated April 28, 1972 and recorded September 1, 1972 as Instrument No. 64979 on Film No. 78, records of Cassia County, Idaho. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Arimo Corporation, Christopher F. Robinson, President and Victoria A. Robinson, Secretary, dated April 1, 1990 and recorded May 14, 1990 as Instrument No. 207559 on Film No. 216, records of Cassia County, Idaho, Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnup Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an Idaho electric corporation dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001964, records of Cassia County, Idaho. (Covers WNW Section 17 Township 15 South Range 27 East of the Boise Meridian)
62. Agreement for Purchase of Power by and between Raft Rural Electric Cooperative, Inc., Seller and L & G Cattle Company, Richard Goldstein / John Becker, Consumer dated January 23, 1979 and recorded February 20, 1979 as Instrument No. 114430 on Film No. 123, records of Cassia County, Idaho. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Arimo Corporation, Christopher F. Robinson, President and Victoria A. Robinson, Secretary, dated April 1, 1990 and recorded May 14, 1990 as Instrument No. 207558 on Film No. 216, records of Cassia County, Idaho. Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnup Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an

Idaho electric corporation, Seller dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001965, records of Cassia County, Idaho. (Covers SE of Section 5 Township 15 South Range 27 East of the Boise Meridian)

63. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Arimo Corporation, Christopher F. Robinson, President and Victoria A. Robinson, Secretary, dated April 1, 1990 and recorded May 14, 1990 as Instrument No. 207557 on Film No. 216, records of Cassia County, Idaho. (Covers NNW of Section 8, Township 15 South, Range 27 East of the Boise Meridian)
64. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Arimo Corporation, dated May 24, 1991 and recorded June 17, 1991 as Instrument No. 213911 on Film No. 226, records of Cassia County, Idaho.
Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnup Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an Idaho electric corporation, dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001959, records of Cassia County, Idaho. (Covers NE of Section 7 Township 15 South Range 27 East of the Boise Meridian. Well Description: NWSE of Section 7 Township 15 South Range 27 East of the Boise Meridian).
65. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Arimo Corporation, dated May 24, 1991 and recorded June 17, 1991 as Instrument No. 213912 on Film No. 226, records of Cassia County, Idaho. (Covers NSW Section 7 Township 15 South Range 27 East of the Boise Meridian)
66. Agreement For Electric Service between Raft River Rural Electric Cooperative. In., an Idaho rural electric Cooperative of Malta, and Arimo Corporation, dated June 28, 1991 and recorded July 17, 1991 as Instrument No. 214350 on Film No. 227, records of Cassia County, Idaho.
Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnup Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an Idaho electric corporation, Seller, dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001967, records of Cassia County, Idaho. (Covers SE of Section 5 Township 15 South Range 27 East of the Boise Meridian)
67. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Arimo Corporation, dated March 15, 1994 and recorded May 19, 1994 as Instrument No. 230944 on Film No. 256, records of Cassia County, Idaho. (Covers SWNE of Section 7 Township 15 South Range 27 East of the Boise Meridian)
68. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Arimo Corporation, Inc., dated April 4, 1995 and recorded April 18, 1995 as Instrument No. 236165 on Film No. 265, records of Cassia County, Idaho. (Covers SE of Section 5 Township 15 South Range 27 East of the Boise Meridian)
69. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Arimo Corporation, dated April 4, 1995 and recorded April 18, 1995 as Instrument No. 236166 on Film No. 265, records of Cassia County, Idaho.
Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnup Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an Idaho electric corporation, dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-

001970, records of Cassia County, Idaho. (Covers NNW of Section 7 Township 15 South Range 27 East of the Boise Meridian. Weil NESW of Section 7 Township 15 South Range 27 East of the Boise Meridian)

70. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Arimo Corporation, Consumer, dated January 29, 1999 and recorded February 22, 1999 as Instrument No. 261004, records of Cassia County, Idaho.
Assumption of Agreement for Electric Service Consumers Interest by and between Wynn Dewsnap Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an Idaho electric corporation dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001966, records of Cassia County, Idaho. (Covers NWSW, Section 5, Township 15 South, Range 27 East Boise Meridian)
71. Agreement for Electric Service by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, Seller and Reid Stewart, Consumer dated April 9, 1999 and recorded April 26, 1999 as Instrument No. 262363, records of Cassia County, Idaho.
Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnap Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative. Inc., an Idaho electric corporation dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001958, records of Cassia County, Idaho. (Covers SWSW of Section 24 Township 15 South Range 26 East of the Boise Meridian)
72. Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Arimo Corporation, Consumer, dated February 7, 2000 and recorded February 14, 2000 as Instrument No. 267374, records of Cassia County, Idaho, covering the SE1/4NE1/4 of Section 7, Township 15 South, Range 27 East of the Boise Meridian.
73. Reservation of easements and mineral rights contained in Special Warranty Deed from Arimo Corporation, an Idaho corporation, Grantor to Wynn R. Dewsnap and Jeannine Dewsnap. Trustees of the Wynn Dewsnap Revocable Family Trust, dated September 2, 1999, dated November 26, 2007 and recorded December 12, 2007 as Instrument No. 2007-319858, records of Cassia County, Idaho.
74. Memorandum of Geothermal Lease and Agreement by and between Agua Caliente LLC, Lessee, and The Wynn Family Revocable Trust, under trust instrument dated September 2, 1999, Wynn Dewsnap and Jeannine Dewsnap, Co-Trustees, Lessor, dated December 21, 2007 and recorded January 11, 2008 as Instrument No. 2008-000442, records of Cassia County, Idaho.
75. Agreement for Electrical Service and Easement by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, Seller and Wynn Dewsnap Family Trust dba Bridge Farms, Landowner dated March 18, 2008 and recorded March 31, 2008 as Instrument No. 2008-001926, records of Cassia County, Idaho.
(Covers NESW Section 5 Township 15 South Range 27 East of the Boise Meridian)
76. Agreement for Electrical Service and Easement by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, Seller and Wynn Dewsnap Family Trust dba Bridge Farms, dated March 18, 2008 and recorded March 31, 2008 as Instrument No. 2008-001927, records of Cassia County, Idaho. (Covers NWSE Section 7 Township 15 South Range 27 East of the Boise Meridian).
77. Agreement for Electrical Service and Easement by and between Raft River Rural Electric Cooperative, Inc.) an Idaho rural electric Cooperative, Seller and Wynn Dewsnap Family Trust dba Bridge Farms, Landowner, dated March 18, 2008 and recorded March 31, 2008 as Instrument No. 2008-001932,

records of Cassia County, Idaho.

(Covers NESE Section 6 Township 15 South Range 27 East of the Boise Meridian).

78. Agreement for Electrical Service and Easement by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, Seller and Wynn Dewsnap Family Trust dba Bridge Farms, Landowner, dated March 18, 2008 and recorded March 31, 2008 as Instrument No. 2008-001935, records of Cassia County, Idaho.
(Covers NENE Section 24 Township 15 South Range 26 East of the Boise Meridian).
79. Agreement for Electrical Service and Easement by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, Seller and Wynn Dewsnap Family Trust dba Bridge Farms, Landowner, dated March 18, 2008 and recorded March 31, 2008 as Instrument No. 2008-001937, records of Cassia County, Idaho.
(Covers NWSW Section 5 Township 15 South Range 27 East of the Boise Meridian).
80. Agreement for Electrical Service and Easement by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, Seller and Wynn Dewsnap Family Trust dba Bridge Farms, Landowner, dated March 18, 2008 and recorded March 31, 2008 as Instrument No. 2008-001938, records of Cassia County, Idaho.
(Covers NWSE Section 5 Township 15 South Range 27 East of the Boise Meridian).
81. Lease Agreement as disclosed by Memorandum Of Lease Agreement, by and between Agua Caliente LLC, Lessee, and The Winn Family Revocable Trust, under trust instrument dated September 2, 1999, Wynn Dewsnap and Jeannine Dewsnap, Co-Trustees, dated September 2, 1999, recorded January 22, 2010 as Instrument No. 2010-000343, records of Cassia County, Idaho.

Special Exceptions: Order Number: 48801 - Parcel No's 22 - 30

82. Taxes for 2012 and subsequent years, a lien, but not yet due or payable.
83. Assessments levied, or to be levied, by Raft River Ground Water District.
84. Reservations contained in Warranty Deed from Ervin T. Hawkins and his wife, Brenda S. Hawkins, to Richard H. Smith, dated January 26, 1948 and recorded September 24, 1948 as Instrument No. 163702 in Book 53 of Deeds on Page 599, records of Cassia County, Idaho, which reads as follows: "The parties of the first part except and reserve unto themselves, their successors, or assigns, forever, an undivided one fourth interest in and to all oil, gas, petroleum, naphtha, or other hydrocarbon substances and minerals of whatsoever nature, in, upon or beneath the property herein above described, including right of entry and all other rights which may be necessary for the development, production and removal of such products." (Parcel No. 22 and additional property not included herein).
85. Reservations contained in Quitclaim Deed between Ervin T. Hawkins and his wife, Brenda S. Hawkins, parties of the first part, and Richard H. Smith, party of the second part, dated January 26, 1948 and recorded September 24, 1948 as Instrument No. 163703 in Book 51 of Deeds on Page 399, records of Cassia County, Idaho, which reads as follows: "Excepting and reserving unto themselves, their successors, or assigns, forever, an undivided one fourth interest in and to all oil, gas, petroleum, naphtha, or other hydrocarbon substances and minerals of whatsoever nature, in, upon or beneath the property herein above described including right of entry and all other rights which may be necessary for the development, production and removal of such products." (Parcel No. 22 and additional property not included herein).

86. Reservations contained in Warranty Deed between Heleman Stewart and his wife, Sybil S. Stewart, and T. Lynn Stewart, a single man, parties of the first part, and Richard H. Smith, party of the second part, dated October 12, 1951 and recorded November 14, 1951 as Instrument No. 173927 in Book 56 of Deeds on Page 314, records of Cassia County, Idaho, which reads as follows: "The parties of the first part except and reserve unto themselves, their successors or assigns forever, an undivided one fourth interest in and to all oil, gas, petroleum, naphtha, or other hydrocarbon substances and minerals of whatsoever nature, in, upon or beneath the property above described, including the right of entry to develop and remove such products." (Parcel No. 22 and additional property not included herein).
87. Reservations contained in Warranty Deed between M. R. Stewart, party of the first part, and Richard H. Smith, party of the second part, dated October 12, 1951 and recorded November 14, 1951 as Instrument No. 173928 in Book 56 of Deeds on Page 315, records of Cassia County, Idaho, which reads as follows: "The Party of the part excepts and reserves unto herself, her successors, or assigns forever, an undivided one fourth () interest in and to all oil, gas, petroleum, naphtha, or other hydrocarbon substances and mineral of whatsoever nature, in, upon, or beneath the property herein above described, including right of entry to develop and remove such products." (Parcel No. 22 and additional property not included herein).
88. Reservations contained in Quitclaim Deed between Ervin T. Hawkins and Brenda S. Hawkins, his wife, parties of the first part, and Richard H. Smith, party of the second party, dated September 30, 1954 and recorded October 5, 1954 as Instrument No. 183827, in Book 57 of Deeds, page 545, records of Cassia County, Idaho, which reads as follows: "A right of way for ingress and egress from a point approximately 30 rods South of the Northeast corner of the NWNE of Section 26, Township 15 South, Range 26 East of the Boise Meridian, to the present roadway intersecting the North line of said quarter approximately 6 rods West of the Northeast corner of said quarter, for the use and benefit of the premises immediately adjoining on the East of said quarter. Also, excepting and reserving unto the parties of the first part, their successors and assigns, an undivided one fourth interest in and to all oil, gas, petroleum, naphtha, or other hydrocarbon substances and minerals of whatsoever nature, in, upon or beneath the property herein above described. (Parcel No. 22 and additional property not included herein).
89. Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Louis J. Gunnell, as Consumer, dated March 15, 1955 and recorded August 5, 1955 as Instrument No. 187046 in Book No. 9 of Bills of Sale and Agreements, Page 36, records of Cassia County, Idaho, agreement to purchase electrical energy for a well located on the NW of Section 29, Township 15 South, Range 27 East of the Boise Meridian.
90. Right of Way Deed from L.J. Gunnell, Jr. and Edra Gunnell, husband and wife, to the Raft River Highway District, a quasi municipal corporation, dated August 23, 1927 and recorded June 19, 1964 as Instrument No. 19183 on Film No. 28, records of Cassia County, Idaho, granting said District a right of way over and across a portion of the NENE of Section 19, Township 15 South, Range 27 East of the Boise Meridian.
91. Reservations contained in Warranty Deed from Harlan B. Jensen and Bette J. Jensen, husband and wife, to Reid S. Stewart and Ruth O. Stewart, husband and wife, dated December 29, 1977 and recorded January 9, 1978 as Instrument No. 104032 on Film No. 114, records of Cassia County, Idaho, which reads as follows:
"Excepting and reserving unto Grantors and specifically retaining in Grantors any and all mineral, oil, gas, geothermal steam and all other under the surface rights in and to said premises, together with any and all rights and benefits, including, but not limited to, rental payments arising from or growing out of any existing leases, with options to renew, in which said Grantors have any interest.
Deed of Distribution by personal representative executed by Sergene Jensen, Personal Representative of the Estate of Harlan B. Jensen, deceased, Grantor, to Helen A. Knapton, Grantee dated September 22,

2005 and recorded October 17, 2005 as Instrument No. 304638, records of Cassia County, Idaho. Quitclaim Deed executed by Helen A. Knapton, Grantor to Jensen Investments, Inc., an Idaho Corporation, Grantee, dated September 29, 2005 and recorded November 22, 2005 as Instrument No. 305329, records of Cassia County, Idaho. (Portion of Parcels 22, 25, 26, 27 and 28, and additional property not included herein).

92. Reservation contained in Warranty Deed from Reid G. Stewart and Heidi F. Stewart, husband and wife, to Melbourne B. Grow and Nadine B. Grow, husband and wife, dated May 6, 1976 and recorded August 9, 1978 as Instrument No. 110045 on Film No. 119, records of Cassia County, Idaho, which reads as follows: "There is hereby excepted from this deed all mineral, oil, gas, geothermal, steam and other sub-surface rights to the above described property," (Parcels 26, 27, 28, 29 and 30)
93. Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., the Seller, and Melbourne Grow and Nadine B. Grow, as Consumer, dated July 13, 1976 and recorded May 4, 1979 as Instrument No. 116527 on Film No. 125, records of Cassia County, Idaho, covering the SWSW of Section 17, Township 15 South, Range 27 East of the Boise Meridian.
94. Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Reid S. Stewart. as Consumer, dated April 1, 1976 and recorded June 25, 1979 as Instrument No. 117973 on Film No. 127, records of Cassia County, Idaho.
Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnap Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an Idaho electric corporation dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001939, records of Cassia County, Idaho.
95. Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller and Reid S. Stewart, as consumer, dated April 1, 1976 and recorded June 25, 1979 as Instrument No. 117974 on Film No. 127, records of Cassia County, Idaho.
Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnap Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an Idaho electric corporation dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001941 records of Cassia County, Idaho.
(Parcel No. 22)
96. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Reid Stewart, Consumer, dated April 3, 1992 and recorded April 8, 1992 as Instrument No. 218449 on Film No. 233, records of Cassia County, Idaho, covering SWSW of NE of Section 29 Township 15 South Range 27 East of the Boise Meridian.
Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnap Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an Idaho electric corporation dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001955 records of Cassia County, Idaho.
97. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Reid Stewart, Consumer, dated March 27, 1995 and recorded March 30, 1995 as Instrument No. 235891 on Film No. 264, records of Cassia County, Idaho, covering SWSWNW of Section 29 Township 15 South Range 27 East of the Boise Meridian.
Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnap family Trust dba Bridge farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an Idaho electric corporation dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-01956 records of Cassia County, Idaho.

98. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Reid Stewart, dated April 2, 1996 and recorded April 10, 1996 as Instrument No. 242109 on Film No. 275, records of Cassia County, Idaho, covering the SE of Section 23, Township 15 Range 26 East of the Boise Meridian. Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnap Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an Idaho electric corporation dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001960 records of Cassia County, Idaho.
99. Effects of Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Brian Hansen, dated April 30, 1998 and recorded September 15, 1998 as Instrument No. 257863 on Film No. 303, records of Cassia County, Idaho, covering the NENE of Section 19, Township 15 Range 27, East of the Boise Meridian. Assumption of Agreement for Electric Service Consumer's Interest, dated April 10, 2006 and recorded April 17, 2006 as Instrument No. 307993, records of Cassia County, Idaho.
100. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Reid Stewart, dated April 9, 1999 and recorded April 26, 1999 as Instrument No. 262362, records of Cassia County, Idaho, covering the SE of Section 23, Township 15 Range 26 East of the Boise Meridian.
101. Agreement for Electric Service by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, Seller and Reid Stewart, Consumer dated April 9, 1999 and recorded April 26, 1999 as Instrument No. 262363, records of Cassia County, Idaho. Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnap Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an Idaho electric corporation dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001958, records of Cassia County, Idaho. (Covers SWSW of Section 24 Township 15 South Range 26 East of the Boise Meridian).
102. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Reid Stewart, dated March 5, 2001 and recorded March 19, 2001 as Instrument No. 273993, records of Cassia County, Idaho, covering the NE of Section 26 Township 15 South Range 26 East of the Boise Meridian. Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnap Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an Idaho electric corporation dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001954 records of Cassia County, Idaho.
103. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Reid S. Stewart, dated March 1, 2001 and recorded March 19, 2001 as Instrument No. 273995, records of Cassia County, Idaho, covering the SW of Section 20 Township 15 South Range 27 East of the Boise Meridian. Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnap Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an Idaho electric corporation dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001957 records of Cassia County, Idaho.
104. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Reid Stewart, dated March 13, 2001 and recorded April 2, 2001 as Instrument No. 274215, records of Cassia County, Idaho. (Covers additional property not included herein) Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnap Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an

Idaho electric corporation dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001953 records of Cassia County, Idaho.

105. Easement and Right-of-Way executed by Reid Stewart and Ruth Stewart, husband and wife, to Raft River Highway District, at Malta, Idaho, a Political Subdivision of the State of Idaho, its successors and assigns, dated May 25, 2001 and recorded June 5, 2001 as Instrument No. 275366, records of Cassia County, Idaho. (Covers the East 25 feet of the EN of Section 26 and the West 25 feet of the NWNW of Section 25 all in Township 15 South Range 26 East of the Boise Meridian).
106. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Reid Stewart, dated May 2, 2003 and recorded April 11, 2003 as Instrument No. 287959, records of Cassia County, Idaho, covering NW of Section 20 Township 15 South Range 27 East of the Boise Meridian.
Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnap Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an Idaho electric corporation dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001961 records of Cassia County, Idaho.
107. Geothermal Lease Agreement as disclosed by Memorandum of Geothermal Lease executed by Reid S. Stewart and Ruth O. Stewart, Lessors and U.S. Geothermal Inc., an Idaho Corporation, dated July 28, 2005 and recorded August 19, 2005 as Instrument No. 303644, records of Cassia County, Idaho. (Part of Parcel No. 22, all of Parcel Nos. 23 and 24 and additional property not included herein
Assigned to Raft River Energy I LLC, a Delaware limited liability company, by Instrument recorded September 12, 2006 as Instrument No. 310818, records of Cassia County, Idaho.
108. Geothermal Lease and Agreement as disclosed by Memorandum of Geothermal Lease and Agreement, between Jensen Investments Inc. and Raft River Energy I LLC, an Idaho limited liability company, dated January 30, 2006, recorded March 13, 2006 as Instrument No. 307174, records of Cassia County, Idaho. (Part of Parcel No. 22 and covers additional property not included herein.)
109. Amended and Restated Geothermal Lease and Agreement as disclosed by Memorandum of Amended and Restated Geothermal Lease and Agreement, by and between Jensen Investments, Inc., as lessor, and U.S. Geothermal Inc., as lessee, dated January 30, 2006, and recorded March 13, 2006 as Instrument No. 307176, records of Cassia County, Idaho. (Part of Parcel Nos. 22 and 26 and all of Parcel Nos. 25, 28, 29 and 30 and covers additional property not included herein.)
110. Effect of County Quitclaim Deed between Cassia County, a political subdivision of the State of Idaho, by and through the Board of Cassia County Commissioners, Grantor, to U.S. Geothermal, Inc., Grantee, dated November 27, 2006 and recorded December 6, 2006 as Instrument No. 312474, records of Cassia County, Idaho. (Affects a portion of Parcel No. 22 and additional property not included herein)
111. Agreement for Electric Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, as Seller, and Wynn Dewsnap, as Consumer, dated March 23, 2007, and recorded March 27, 2007 as Instrument No. 314711, records of Cassia County, Idaho. (Affects NENE Section 19, Township South, Range 27 East of the Boise Meridian)
112. Agreement for Electric Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, as seller, and Mountain Valley Potatoes, as Consumer, dated May 2, 2007, and recorded May 15, 2007 as Instrument No. 315880, records of Cassia County, Idaho. (Affects NWNW Section 19, Township 15 South, Range 27 East of the Boise Meridian)
Assumption of Agreement for Electric Service Consumer's Interest by and between Wynn Dewsnap

Family Trust dba Bridge Farms, Assuming Consumer and Raft River Rural Electric Cooperative, Inc., an Idaho electric corporation dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001962 records of Cassia County, Idaho.

113. Reservations contain in Warranty Deed from Reid S. Stewart and Ruth O. Stewart, husband and wife, to Cranney Farms, a general partnership, dated August 27, 2007 and recorded February 28, 2008 as Instrument No. 2008-001347, records of Cassia County, which reads as follows: "Grantor specifically reserves and retains any and all mineral, oil, gas, geothermal, steam, and all other under the surface rights in and to said premises together with any and all rights and benefits including but not limited to any payments arising from or growing out of any existing or future leases with options to renew in which seller has or obtains any interest including but not limited to a Geothermal Lease Agreement (the "Lease") between Reid S. Stewart and Ruth O. Stewart ("Lessor") and U.S. Geothermal Inc. ("Lessee")." (Affects Parcels 22 through 30)
114. Agreement for Electrical Service and Easement by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, Seller and Wynn Dewsnap Family Trust dba Bridge Farms, Landowner, dated March 18, 2008 and recorded March 31, 2008 as Instrument No. 2008-001935, records of Cassia County, Idaho. (Covers NENE Section 24 Township 15 South Range 26 East of the Boise Meridian)
115. Intentionally deted
116. Intentionally deted
117. Agreement For Purchase Of Power between Raft River Rural Electric Cooperative, Inc., Seller and Collin Booth, Consumer, dated February 19, 1976 and recorded January 24, 1978 as Instrument No. 104427 on Film No. 114, records of Cassia County, Idaho. (Covering Lots 1 & 2 of Section 18 Township 15 South Range 27 East of the Boise Meridian) Assumption of Agreement for Electric Service Consumer's Interest, executed by Coralee Kempton dated September 25, 2006, and recorded September 29, 2006 as Instrument No. 311152, records of Cassia County, Idaho.
118. Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc. an Idaho rural electric Cooperative of Malta, Seller and Reid Stewart, Consumer, dated May 2, 2003 and recorded April 11, 2003 as Instrument No. 287959, records of Cassia County, Idaho, covering the NW of Section 20, Township 15 South, Range 27 East of the Boise Meridian.
Assumption of Agreement for Electric Service Consumer's Interest, between Wynn Dewsnap Family Trust dba Bridge Farms, its successors, assigns and heirs, Assuming Consumer, and Raft Rural Electric Cooperative, Inc. an Idaho electric corporation of Malta, as Seller, dated March 19, 2008 and recorded March 31, 2008 as Instrument No. 2008-001961, records of Cassia County, Idaho.