

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

JUN 25 2012

Department of Water Resources
Eastern Region

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?
27-12094 OK	Yes ☐		Yes ☐		Yes ☐
27-12095 OK	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Torgesen Ranch, Inc.
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Bluebell Ranch, Inc.
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or
PO Box 844
Mailing address
Soda Springs ID 83276
City State ZIP
208 308-0723 IdahoKaren@gmail.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: Dec 30, 2011

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: Bluebell Ranch, Inc. President 6-22-2012
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 6/27/2012 Receipt No. E037742 Receipt Amt. \$150.-
Approved by JB Processed by JB Date 7/19/2012

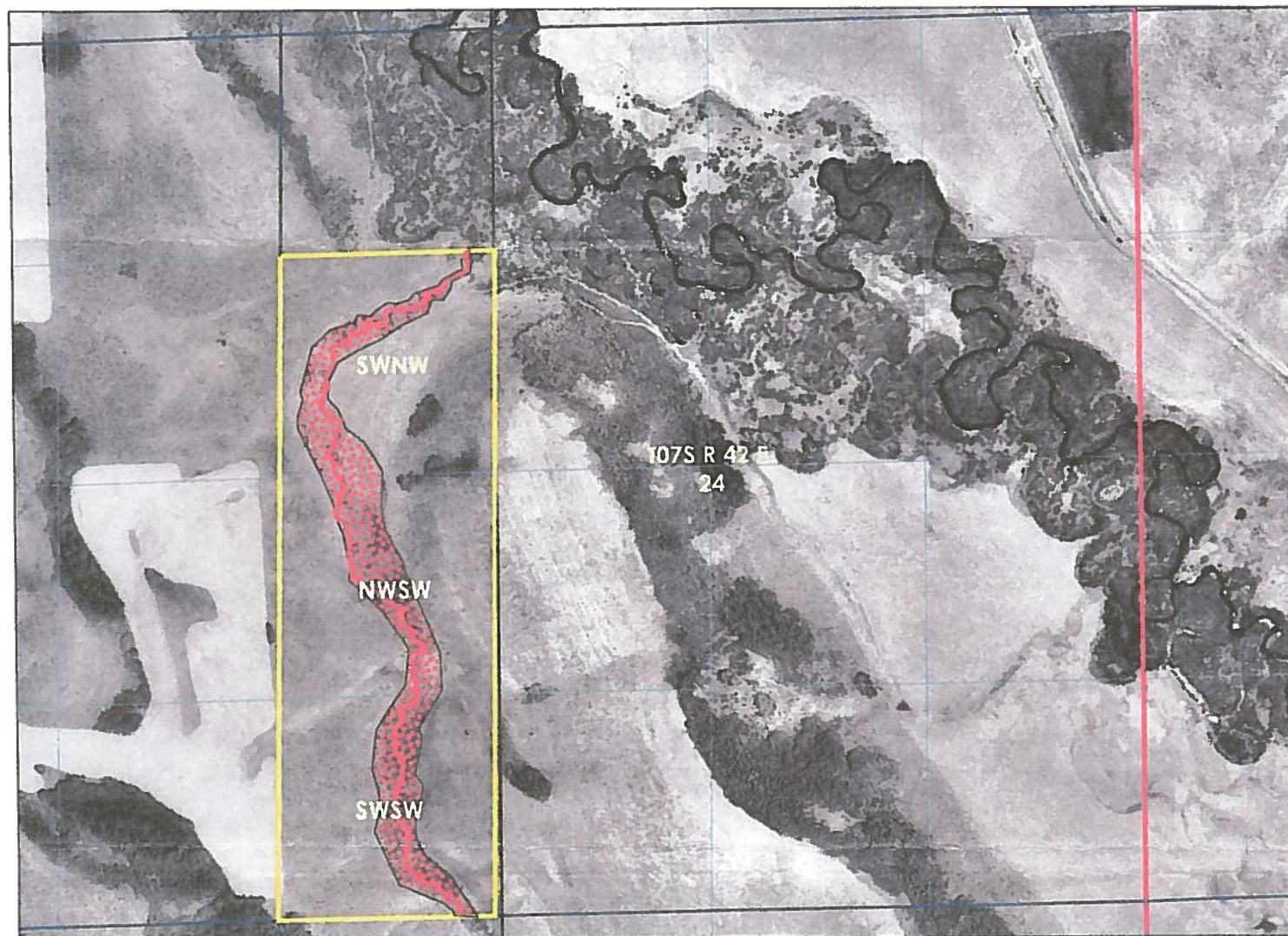
IN FILE # 27-12094

Department of Water Resources

Eastern Region

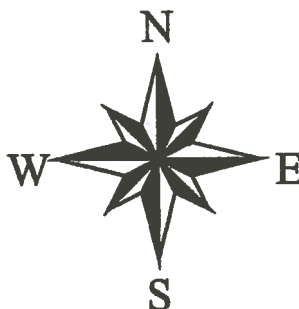


Claim No.: 27-12094



0 1320 2640 Feet

- Point of Diversion
- Place of Use
- QQ with POU
- Township/Range
- Sections
- QQ



GIS Place of Use Illustration
1992 Orthophoto
Prepared by: Kristin Moore
Date Prepared: August 2005

08/24/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 27-12094

NAME AND ADDRESS: TORGESEN RANCH INC
% KENT W. FOSTER, ATTORNEY
P.O. BOX 50130
IDAHO FALLS ID 83405

SOURCE: SPRINGS C

TRIBUTARY:

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 05/01/1946

POINT OF DIVERSION:

T07S R42E S24 SWNW End of Stream Flow Within CARIBOU County
T07S R42E S24 SWSW Begin of Stream Flow Within CARIBOU County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	04/01 11/01	0.020 CFS

PLACE OF USE: STOCKWATER Within CARIBOU County

T07S R42E S24	SWNW	T07S R42E S24	NWSW
T07S R42E S24	SWSW		

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

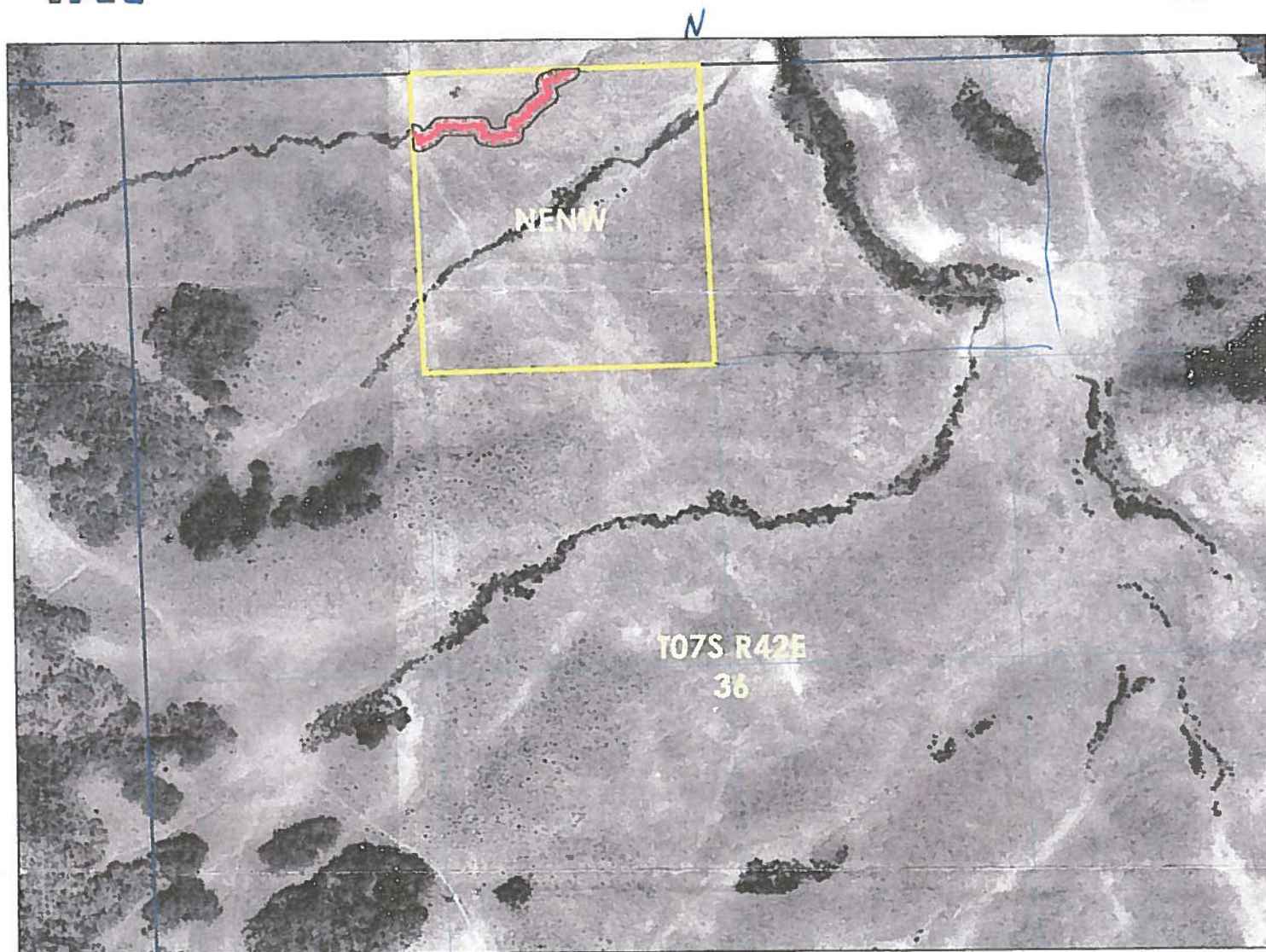
COPY

Department of Water Resources

Eastern Region

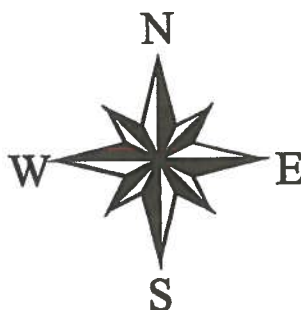


Claim No.: 27-12095



0 1320 2640 Feet

- Point of Diversion
- Place of Use
- QQ with POU
- Sections
- QQ



GIS Place of Use Illustration
1992 Orthophoto
Prepared by: Kristin Moore
Date Prepared: August 2005

08/24/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 27-12095

NAME AND ADDRESS: TORGESEN RANCH INC
% KENT W. FOSTER, ATTORNEY
P.O. BOX 50130
IDAHO FALLS ID 83405

SOURCE: SPRINGS

TRIBUTARY:

QUANTITY: 0.020 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 05/01/1946

POINT OF DIVERSION:
T07S R42E S36 NENW Within CARIBOU County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	04/01 11/01	0.020 CFS

PLACE OF USE: STOCKWATER Within CARIBOU County
T07S R42E S36 NENW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right is not a determination of historical beneficial use.

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

COPY

LINCOLN COUNTY
Recorded for:
CARIBOU LAND TITLE INC.
11:44:03 am 01-10-2012
0000-191313
No. Pages: 21 Fee: \$70.00
SUZANNE MCCONNELL
County Clerk
Deputy: CAROLE

Instrument # 188463
CARIBOU COUNTY
12-30-2011 04:33:49 No. of Pages: 21
Recorded for : CARIBOU TITLE
VEDA MASCARENAS Fee: 70.00
Ex-Officio Recorder Deputy *S. Roames*
Index to: CORP. WARRANTY DEED

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED, (including stock of grantee corporation, and for the ^{CS-19-12}
Who took title as Torgesen Ranches Inc.
purpose of funding grantee corporation with assets), Torgesen Ranch, Inc./ a corporation duly
organized and existing under the laws of the State of Idaho, Grantor, does hereby grant, bargain,
sell and convey unto Bluebell Ranch, Inc., a corporation duly organized and existing under the
laws of the State of Idaho, Grantee, whose current address is P. O. Box 844, Soda Springs, Idaho
83276, the real estate more particularly described in Exhibit "A," attached hereto and made a
part thereof.

Re-Record
LINCOLN COUNTY
Recorded for:
RIBOU LAND TITLE, INC.
05:16:14 am 05-29-2012
0000-191917
o. Pages: 16 Fee: \$70.00
SUZANNE MCCONNELL
County Clerk
Deputy: CAROLE

Subject to:

- (a) Rights reserved in Federal patents;
- (b) Building and use restrictions;
- (c) Building and zoning ordinances of any governmental unit; and
- (d) Easements, rights-of-way and other encumbrances of record as disclosed in Preliminary Title Commitment of Caribou Land Title, Inc., effective December 15th 2011, File Number 18302.

TO HAVE AND TO HOLD the said premises; with their appurtenances
(including water rights) unto the said Grantee, its successors and assigns forever. And the said
Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of
said premises; that they are free from all liens and encumbrances (save and except those
referenced above); and that Grantor will warrant and defend the same from all lawful claims
whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors, has caused its corporate name to be hereunto subscribed by its President and attested by its Secretary this 30 day of December, 2011.

TORGESSEN RANCH, INC.

By: Christopher A. Torgesen
Christopher A, Torgesen, President

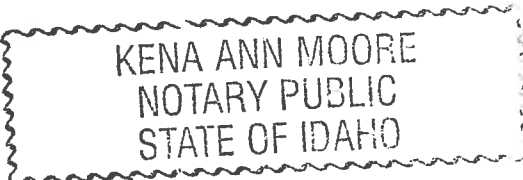
Attest:

Susan Torgesen Smith
Susan Torgesen Smith, Secretary

STATE OF IDAHO)
) ss.
County of Caribou)

On this 30th day of December, 2011, before me, the undersigned Notary Public in and for said State, personally appeared **CHRISTOPHER TORGESEN** and **SUSAN TORGESEN SMITH**, known or identified to me to be the President and Secretary, respectively, of **TORGESSEN RANCH, INC.**, the corporation that executed the instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

 Kena Ann Moore
NOTARY PUBLIC FOR IDAHO
Residing at 2004 S. 1st St.
My Commission Expires 8/12/12

Karen's

Caribou County, Idaho:

Parcel 1 (known as the Conlin/Woodall Property Parcel 6)

Caribou County, Idaho:

A parcel of land located in Sections 14, 23 and 24, Township 7 South, Range 42 East, Boise Meridian, Caribou County, Idaho and further described as follows:

Beginning at South Quarter corner of said Section 23 from which the Southeast corner of Section 23 bears North 89° 20' 39" East 2589.49 feet;
thence North 00° 40' 01" East 572.88 feet along the meridional centerline of said Section 23 to a found 5/8" rebar with cap labeled, A.A. Hudson;
thence North 26° 38' 04" West 886.20 feet to a found 5/8" rebar with cap labeled, A.A. Hudson;
thence North 17° 37' 49" West 899.39 feet to a found 5/8" rebar with cap labeled, A.A. Hudson;
thence North 18° 01' 55" West 428.68 feet to a found 5/8" rebar with cap labeled, A.A. Hudson;
thence North 05° 11' 43" West 231.24 feet to a found 5/8" rebar with cap labeled, A.A. Hudson;
thence West 348.95 feet along the North line of that parcel of land owned by P4 Production L.L.C. as recorded under Instrument Number 174446 in the official records of Caribou County to the beginning of a non tangent spiral curve to the left;
thence along said spiral curve a distance of 17.73 feet (chord = North 00° 51' 51" East 17.73 feet) to the beginning of a 726.55 foot radius curve concave to the Southwest;
thence Northwesterly along said curve through a central angle of 15° 28' 35" a distance of 196.25 feet (chord = North 07° 33' 36" West 195.66 feet) to the beginning of a spiral curve to the left;
thence along said spiral curve through a central angle of 07° 23' 19" a distance of 193.56 feet (chord = North 20° 16' 22" West 193.55 feet) along said right of way line to a 5/8" rebar with cap;
thence North 22° 41' 51" West 220.54 feet along said right of way line to a 5/8" rebar with cap;
thence South 67° 18' 09" West 25.00 feet along said right of way line to a 5/8" rebar with cap;
thence North 22° 41' 51" West 44.24 feet along said right of way line to the beginning of a spiral curve to the right;
thence along said spiral curve through a central angle of 08° 21' 38" a distance of 210.70 feet (chord = North 19° 50' 42" West 210.50 feet) along said right of way line to the beginning of 761.79 foot radius curve concave to the Northeast;
thence Northwesterly along said curve through a central angle of 14° 07' 51" a distance of 187.88 feet (chord = North 07° 17' 21" West 187.40 feet) to the beginning of a spiral curve to the right;
thence along said spiral curve a distance of 91.77 feet (chord = North 02° 47' 55" East 91.73 feet) along said right of way to a 5/8" rebar with cap;
thence North 04° 27' 14" West 100.93 feet along said right of way to a 5/8" rebar with cap;
thence North 08° 07' 09" East 271.27 feet along said right of way to the beginning of a spiral curve to the right;
thence along said spiral curve through a central angle of 04° 00' 03" a distance of 206.48 feet (chord = North 09° 28' 20" East 206.43 feet) to the beginning of a 1527.69 foot radius curve concave to the Southeast;
thence Northeasterly along said curve through a central angle of 08° 00' 37" a distance of 213.58 feet (chord = North 16° 07' 09" East 213.41 feet) to the beginning of a spiral curve to the right;
thence along said spiral curve a distance of 142.41 feet (chord = North 22° 13' 10" East 142.38 feet) along said right of way to a 5/8" rebar with cap;
thence North 35° 20' 40" East 101.95 feet along said right of way to a 5/8" rebar with cap;

thence North 24° 07' 09" East 882.00 feet along said right of way to a 5/8" rebar with cap;
thence South 65° 52' 51" East 25.00 feet along said right of way to a 5/8" rebar with cap;
thence North 24° 07' 09" East 14.37 feet to the beginning of a spiral curve to the right;
thence along said spiral curve through a central angle of 08° 00' 33" a distance of 206.84 feet
(chord = North 26° 49' 47" East 206.66 feet) to the beginning of a 766.78 foot radius curve
concave to the Southeast;
thence Northeasterly along said curve through a central angle of 22° 20' 14" a distance of 298.94
feet (chord = North 43° 17' 09" East 297.05 feet) to the beginning of a spiral curve to the
right;
thence along said spiral curve through a central angle of 08° 00' 33" a distance of 206.84 feet
(chord = North 59° 44' 31" East 206.65 feet) along said right of way to a 5/8" rebar with
cap;
thence North 62° 27' 09" East 1970.84 feet along said right of way to a 5/8" rebar with cap set
on the west line of the East half of the Southeast Quarter of said Section 14;
thence South 00° 13' 08" East 1957.66 feet along said west line to a found 5/8" rebar with cap
labeled, A.A Hudson set on the southwest corner of said east half of the Southeast quarter;
thence South 89° 55' 18" East 1321.00 feet to the Southeast corner of said Section 14;
thence South 01° 15' 09" West 1298.13 feet to a found 5/8" rebar with cap set on the southwest
corner of the Northwest quarter of the Northwest quarter of said Section 24;
thence South 89° 40' 13" East 1272.07 feet to a found 5/8" rebar with cap labeled, A.A. Hudson
set on the Southeast corner of said Northwest Quarter of the Northwest Quarter;
thence South 00° 55' 47" West 1306.82 feet to a found 5/8" rebar with cap labeled, A.A Hudson
set on the Southwest corner of the Southeast Quarter of the Northwest Quarter of said
Section 24;
thence South 89° 18' 08" East 1279.32 feet to a found 5/8" rebar with cap labeled, A.A. Hudson
set on the Center of Section 24;
thence South 00° 36' 41" West 1315.83 feet to a found 5/8" rebar with cap set on the Southwest
corner of the Northwest Quarter of the Southeast Quarter of said Section 24;
thence South 88° 54' 24" East 1286.51 feet to a found 5/8" rebar with cap labeled, A.A Hudson
set on the Southeast corner of said Northwest Quarter of the Southeast Quarter;
thence South 00° 17' 31" West 1324.18 feet to a found 5/8" rebar with cap labeled, A.A Hudson
set on the Southeast corner of the Southwest Quarter of the Southeast Quarter of said
Section 24;
thence North 88° 30' 58" West 1293.99 feet to a 5/8" rebar with cap set on the Southwest corner
of said Southwest Quarter of the Southeast Quarter;
thence North 88° 30' 58" West 2587.98 feet to the Southwest corner of said Section 24;
thence South 89° 20' 39" West 2589.49 feet along the South line of said Section 23,
to the True Point of Beginning.

Excluding any of the parcel of land described in Instrument number 54100 in the official records
of Caribou County inside the above described parcel.

Together with a perpetual, nonexclusive 30.00 foot wide easement for ingress and egress for
pedestrian and vehicular access and for agricultural equipment and purposes and the right of
Grantee to maintain the same in its present condition as a dirt road across Parcel 3, Parcel 4 and
Parcel 5, for the benefit of Parcel 6, as described in that Record of Survey prepared by A.A.
Hudson & Associates dated January 6, 2012, and recorded in the Office of the County Recorder
of Caribou County, Idaho, under Instrument No. 188861, and rerecorded April 20, 2012, under
Instrument No. 189431.

An access easement being 30.00 feet wide, 15.00 feet on each side of the following described centerline located in Sections 15, 22 and 23, Township 7 South, Range 42 East, Boise Meridian, Caribou County, Idaho and further described as follows:

Beginning at the Northwest corner of said Section 15, from which the West Quarter corner of Section 15 bears South 00° 49' 10" East 2648.01 feet; thence South 00° 49' 10" East 1801.66 feet along the West line of said Section 15; thence North 89° 10' 50" East 1319.76 feet to said centerline, the True Point of Beginning, said point being on a 200.00 foot radius non-tangent curve concave to the Northwest, whose center bears North 22° 12' 40" West; thence Northeasterly along said curve through a central angle of 22° 20' 54" a distance of 78.01 feet (chord = North 56° 36' 53" East 77.52 feet) to the point of reverse curvature of a 150.00 foot radius curve concave to the Southeast; thence Northeasterly along said curve through a central angle of 35° 01' 49" a distance of 91.71 feet (chord = North 62° 57' 21" East 90.29 feet); thence North 80° 28' 15" East 89.29 feet along said centerline to the beginning of a 75.00 foot radius curve concave to the Northwest; thence Northeasterly along said curve through a central angle of 25° 34' 00" a distance of 33.47 feet (chord = North 67° 41' 15" East 33.19 feet) to the point of reverse curvature of a 75.00 foot radius curve concave to the Southeast; thence Northeasterly along said curve through a central angle of 34° 48' 58" a distance of 45.57 feet (chord = North 72° 18' 45" East 44.88 feet); thence North 89° 43' 14" East 537.34 feet along said centerline to the beginning of a 75.00 foot radius curve concave to the Southwest; thence Southeasterly along said curve through a central angle of 39° 38' 57" a distance of 51.90 feet (chord = South 70° 27' 18" East 50.87 feet); thence South 50° 37' 49" East 149.29 feet along said centerline to the beginning of a 200.00 foot radius curve concave to the Southwest; thence Southeasterly along said curve through a central angle of 46° 21' 45" a distance of 161.84 feet (chord = South 27° 26' 57" East 157.46 feet); thence South 04° 16' 04" East 138.54 feet along said centerline to the beginning of a 2000.00 foot radius curve concave to the Northeast; thence Southeasterly along said curve through a central angle of 05° 42' 23" a distance of 199.19 feet (chord = South 07° 07' 16" East 199.11 feet); thence South 09° 58' 27" East 170.32 feet to the beginning of a 500.00 foot radius curve concave to the Southwest; thence Southeasterly along said curve through a central angle of 17° 27' 28" a distance of 152.35 feet (chord = South 01° 14' 43" East 151.76 feet); thence South 07° 29' 01" West 227.19 feet along said centerline to the beginning of a 3000.00 foot radius curve concave to the Southeast; thence Southwesterly along said curve through a central angle of 07° 16' 28" a distance of 380.89 feet (chord = South 03° 50' 47" West 380.64 feet); thence South 00° 12' 33" West 425.84 feet along said centerline to the beginning of a 300.00 foot radius curve concave to the northeast; thence Southeasterly along said curve through a central angle of 48° 15' 26" a distance of 252.67 feet (chord = South 23° 55' 10" East 245.27 feet); thence South 48° 02' 53" East 929.13 feet along said centerline to the beginning of a 150.00 foot radius curve concave to the Southwest; thence Southeasterly along said curve through a central angle of 17° 51' 49" a distance of 46.77 feet (chord = South 39° 06' 59" East 46.58 feet) to the point of reverse curvature of a 3000.00 foot radius curve concave to the Northeast; thence Southeasterly along said curve through a central angle of 03° 14' 14" a distance of 169.50 feet (chord = South 31° 48' 11" East 169.47 feet);

thence South 33° 25' 18" East 249.52 feet along said centerline to the beginning of a 90.00 foot radius curve concave to the Northeast;
 thence Southeasterly along said curve through a central angle of 07° 25' 30" a distance of 11.66 feet (chord = South 37° 08' 03" East 11.65 feet);
 thence South 40° 50' 48" East 477.97 feet to the beginning of a 200.00 foot radius curve concave to the Southwest;
 thence Southeasterly along said curve through a central angle of 01° 44' 19" a distance of 6.07 feet (chord = South 39° 58' 38" East 6.07 feet);
 thence South 39° 06' 29" East 442.90 feet along said centerline to the beginning of a 150.00 foot radius curve concave to the Northeast;
 thence Southeasterly along said curve through a central angle of 69° 39' 25" a distance of 182.36 feet (chord = South 73° 56' 11" East 171.34 feet);
 thence North 71° 14' 07" East 118.02 feet to the beginning of a 500.00 foot radius curve concave to the Southeast;
 thence Northeasterly along said curve through a central angle of 18° 08' 41" a distance of 158.34 feet (chord = North 80° 18' 27" East 157.68 feet);
 thence North 89° 22' 48" East 49.75 feet along said centerline to the beginning of a 44.00 foot radius curve concave to the Southwest;
 thence Southeasterly along said curve through a central angle of 156° 25' 41" a distance of 120.13 feet (chord = South 12° 24' 22" East 86.14 feet);
 thence South 65° 48' 29" West 452.35 feet along said centerline to the beginning of a 40.00 foot radius curve concave to the Southeast;
 thence Southwesterly along said curve through a central angle of 51° 19' 04" a distance of 35.83 feet (chord = South 40° 08' 57" West 34.64 feet) to a point on the north line of said Doull Park, said point being the point of compound curvature with a 40.00 foot radius curve concave to the Northeast;
 thence Southeasterly along said curve through a central angle of 105° 05' 35" a distance of 73.37 feet (chord = South 38° 03' 23" East 63.51 feet);
 thence North 89° 23' 50" East 48.42 feet along said centerline to the beginning of a 300.00 foot radius curve concave to the Southwest;
 thence Southeasterly along said curve through a central angle of 16° 08' 56" a distance of 84.56 feet (chord = South 82° 31' 42" East 84.28 feet);
 thence South 74° 27' 14" East 91.77 feet along said centerline to the beginning of a 200.00 foot radius curve concave to the Northeast;
 thence Southeasterly along said curve through a central angle of 17° 30' 55" a distance of 61.14 feet (chord = South 83° 12' 42" East 60.90 feet);
 thence North 88° 01' 51" East 76.94 feet along said centerline to the beginning of a 2000.00 foot radius curve concave to the Northwest;
 thence Northeasterly along said curve through a central angle of 08° 42' 32" a distance of 304.00 feet (chord = North 83° 40' 34" East 303.71 feet);
 thence North 79° 15' 09" East 297.59 feet along said centerline, to the east line of said Doull Park;
 thence North 72° 54' 01" East 98.10 feet along said centerline to the beginning of a 75.00 foot radius curve concave to the Southwest;
 thence Southeasterly along said curve through a central angle of 42° 54' 57" a distance of 56.18 feet (chord = South 85° 38' 31" East 54.87 feet);
 thence South 64° 11' 02" East 146.23 feet along said centerline to the beginning of a 200.00 foot radius curve concave to the Southwest;
 thence Southeasterly along said curve through a central angle of 08° 43' 04" a distance of 30.43 feet (chord = South 59° 49' 30" East 30.40 feet);
 thence South 55° 27' 58" East 123.21 feet along said centerline to the beginning of a 150.00 foot radius curve concave to the Northwest;

thence Southeasterly along said curve through a central angle of 73° 18' 35" a distance of 191.92 feet (chord = North 87° 52' 45" East 179.10 feet);
thence North 51° 13' 27" East 98.49 feet along said centerline to the beginning of a 100.00 foot radius curve concave to the Southeast;
thence Northeasterly along said curve through a central angle of 05° 53' 55" a distance of 10.30 feet (chord = North 54° 10' 25" East 10.29 feet);
thence North 57° 07' 22" East 404.82 feet along said centerline to the beginning of a 300.00 foot radius curve concave to the southeast;
thence Northeasterly along said curve through a central angle of 10° 56' 41" a distance of 57.31 feet (chord = North 62° 35' 43" East 57.22 feet);
thence North 68° 04' 03" East 88.55 feet along said centerline to the beginning of a 165.00 foot radius curve concave to the Southwest;
thence Southeasterly along said curve through a central angle of 93° 05' 19" a distance of 268.08 feet (chord = South 65° 23' 17" East 239.55 feet);
thence South 18° 50' 37" East 146.68 feet to a point on the West right of way line of Monsanto Haul Road.
thence South 41° 12' 53" East 43.06 feet;
thence South 76° 40' 11" East 161.77 feet, through an underpass, to the East right of way line of said Monsanto Haul Road.

Sidelines of the above described easement are to lengthen or shorten as required to begin on a line North 01° 17' 02" West and South 01° 17' 02" East from the centerline point of beginning and to end on the east right of way line of said Monsanto Haul Road.

By acceptance of this deed and the easement contained therein, and the recording thereof, Grantee, its heirs, successors and assigns, agrees as follows:

1. To indemnify, defend, and hold harmless any owner of the servient estates over which the easement runs from any loss, claim, or other liability of any nature (including reasonable attorney fees and costs) arising out the negligent act or omission of the Grantee, that may result directly or indirectly from any use of or improvement to the easement by the Grantee, its officers, agents, employees, guests, or invitees.

2. If requested by the owner of the servient estates, to purchase and maintain a policy of comprehensive general liability insurance in an amount of \$1,000,000.00 per occurrence of bodily injury and property damage combined insuring the Grantee and the owner of the servient estates as an additional insured, and insure against liability arising out of use, occupancy, and maintenance of the easement.

3. Agrees that the owner of the servient estates, its heirs, successors, assigns, may install gates across the easement to prevent unauthorized entry so long as each party has access through such gate or gates.

Subject to an easement for ingress and egress to maintain and repair a spring located in Section 23, Township 7 South, Range 42 East, Boise Meridian, Caribou County, Idaho, through Parcel 6 for the benefit of Parcel 5, as described in that Record of Survey prepared by A.A. Hudson & Associates dated January 6, 2012, and recorded in the Office of the County Recorder, of Caribou County, Idaho, under Instrument No.188861, and rerecorded April 20, 2012, under Instrument No. 189431.

Beginning at the North Quarter Corner of Section 23, from which the Northwest corner of Section 23 bears North 89° 55' 18" West 2642.00 feet; thence South 00° 40' 01" West 1373.61

feet along the meridional centerline of said Section 23; thence North 89° 19' 59" West 218.49 feet to the True Point of Beginning;
 thence South 87° 05' 06" West 76.39 feet to the beginning of a 115.61 foot radius curve concave to the Northeast;
 thence Northwesterly along said curve through a central angle of 89° 24' 13" a distance of 180.39 feet (chord = North 48° 12' 47" West 162.64 feet) to the point of reverse curvature with a 157.60 foot radius curve concave to the Southwest;
 thence Northwesterly along said curve through a central angle of 51° 57' 43" a distance of 142.93 feet (chord = North 29° 29' 32" West 138.08 feet);
 thence North 52° 49' 13" West 245.43 feet;
 thence North 57° 35' 12" West 317.13 feet;
 thence North 72° 46' 16" West 103.12 feet;
 thence North 60° 36' 47" West 235.44 feet;
 thence North 76° 40' 11" West 11.82 feet to Easterly right of way line of the Monsanto Haul Road;
 thence North 14° 25' 41" East 10.00 feet along said right of way line;
 thence South 76° 40' 11" East 13.04 feet;
 thence South 60° 36' 47" East 235.93 feet;
 thence South 72° 49' 20" East 103.02 feet;
 thence South 57° 35' 12" East 319.11 feet;
 thence South 52° 49' 13" East 245.61 feet to the beginning of a 167.60 foot radius curve concave to the Southwest;
 thence Southeasterly along said curve through a central angle of 51° 52' 54" a distance of 151.76 feet (chord = South 29° 27' 08" East 146.63 feet) to the point of reverse curvature with a 105.61 foot radius curve concave to the Northeast;
 thence Southeasterly along said curve through a central angle of 89° 24' 13" a distance of 164.78 feet (chord = South 48° 12' 47" East 148.57 feet);
 thence North 87° 05' 06" East 46.39 feet;
 thence North 02° 54' 54" West 68.73 feet;
 thence North 87° 05' 06" East 30.00 feet;
 thence South 02° 54' 54" East 78.73 feet,
 to the True Point of Beginning.

Subject to an easement 20.00 feet in width for ingress and egress to construct, repair, maintain, and replace a water pipeline from said spring, said pipeline easement to be located adjacent to an existing water pipeline through Parcel 6 for the benefit of Parcel 5 as described in that Record of Survey prepared by A.A. Hudson & Associates dated January 6, 2012, and recorded in the Office of the County Recorder, of Caribou County, Idaho, under Instrument No. 188861, and rerecorded April 20, 2012, under Instrument No. 189431.

TOGETHER WITH Water Right Claim No.: 27-12094.

TOGETHER WITH a 1/5th remaining water which was not previously retained by Wm. Bart Conlin, Inc., in the Gardner Spring located in Parcel 6 of the Conlin/Woodall survey as prepared by A.A. Hudson, Timothy Christensen, Surveyor.

Parcel 2

LEGAL DESCRIPTION
FOR
TORGESEN RANCH CHINA HAT BINS
PARCEL 2

A parcel of land located in the Northwest quarter of Section 16, Township 7 South, Range 42 East, Boise Meridian, Caribou County, Idaho and further described as follows:

Beginning at the Northwest corner of said Section 16, from which the West quarter corner of Section 16 bears South 00° 10' 29" East 2650.84 feet;
Thence South 00° 10' 29" East 539.16 feet along the west line of said Section 16;
Thence North 89° 49' 31" East 1290.07 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the south line of that parcel of land owned by Caribou County as recorded under instrument number 24162 in the official records of said Caribou County,
Thence South 41° 08' 14" West 59.30 feet to a 5/8" rebar with cap, the True Point of Beginning;
Thence South 52° 56' 40" East 247.60 feet to a 5/8" rebar with cap set on the westerly right of way line of Highway 34;
Thence South 37° 03' 20" West 38.89 feet along said right of way line to a 5/8" rebar with cap;
Thence North 52° 56' 40" West 250.37 feet to a 5/8" rebar with cap;
Thence North 41° 08' 14" East 38.99 feet to the True Point of Beginning.
Containing 0.22 acres of land.

Together with and subject to a perpetual, nonexclusive, easement, and the right to maintain the same in its present condition for ingress, egress and utilities for pedestrian and vehicular access to grain bins located on the described property necessary to load and unload grain trucks and for equipment used therefor, and to provide access for maintenance, repair, and replacement of grain bins and utility equipment and services located on said property located in the Northwest quarter of Section 16, Township 7 South, Range 42 East, Boise Meridian, Caribou County, Idaho and further described as follows:

Beginning at the Northwest corner of said Section 16, from which the West quarter corner of Section 16 bears South 00° 10' 29" East 2650.84 feet;
Thence South 00° 10' 29" East 539.16 feet along the west line of said Section 16;
Thence North 89° 49' 31" East 1596.25 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the westerly right of way line of Highway 34, the True Point of Beginning;
Thence South 37° 03' 20" West 682.28 feet along said right of way line;
Thence North 08° 35' 19" West 262.75 feet;
Thence North 39° 31' 40" East 141.58 feet;
Thence North 05° 28' 20" West 14.85 feet;
Thence North 39° 31' 40" East 7.81 feet;
Thence North 84° 31' 40" East 14.85 feet;
Thence North 39° 31' 40" East 197.23 feet to the south line of that parcel of land owned by Caribou County as recorded under instrument number 24162 in the official records of said Caribou County;
Thence North 89° 41' 55" East 216.40 feet along said south line to the True Point of Beginning.
Containing 2.18 acres of land.

Said easement affects and is for the benefit of Parcels 1-6 as described in that Record of Survey prepared by A.A. Hudson & Associates dated January 6, 2012, and recorded in the Office of the County Recorder of Caribou County, Idaho, under Instrument No. 188863.

By acceptance of this deed and the easement contained herein, and the recording thereof, Grantee, its heirs, successors and assigns, agrees as follows:

1. To indemnify, defend and hold harmless any owner of the servient estate over which the easement runs from any loss, claim, or other liability of any nature (including reasonable attorney fees and costs) arising out of the negligent act or omission of the Grantee, that may result directly or indirectly from any use of or improvement to the easement by the Grantee, its officers, agents, employees, guests or invitees.

2. If requested by the owner of the servient estates, to purchase and maintain a policy of comprehensive general liability insurance in an amount of \$1,000,000.00 per occurrence of bodily injury and property damage combined insuring the Grantee and the owner of the servient estates as an additional Insured, and insure against liability arising out of use, occupancy, and maintenance of the easement.

Parcel 3

LEGAL DESCRIPTION
FOR
TORGESEN RANCH CHINA HAT BINS
PARCEL 4

A parcel of land located in the Northwest quarter of Section 16, Township 7 South, Range 42 East, Boise Meridian, Caribou County, Idaho and further described as follows:

Beginning at the Northwest corner of said Section 16, from which the West quarter corner of Section 16 bears South 00° 10' 29" East 2650.84 feet;
Thence South 00° 10' 29" East 539.16 feet along the west line of said Section 16;
Thence North 89° 49' 31" East 1290.07 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the south line of that parcel of land owned by Caribou County as recorded under instrument number 24162 in the official records of said Caribou County,
Thence South 41° 08' 14" West 233.96 feet to a 5/8" rebar with cap, the True Point of Beginning;
Thence South 52° 56' 40" East 260.03 feet to a 5/8" rebar with cap set on the westerly right of way line of Highway 34;
Thence South 37° 03' 20" West 94.63 feet along said right of way line to a 5/8" rebar with cap;
Thence North 52° 56' 40" West 266.78 feet to a 5/8" rebar with cap;
Thence North 41° 08' 14" East 94.87 feet to the True Point of Beginning.
Containing 0.57 acres of land.

Together with and subject to a perpetual, nonexclusive, easement, and the right to maintain the same in its present condition, for ingress, egress and utilities for pedestrian and vehicular access to grain bins located on the described property necessary to load and unload grain trucks and for equipment used therefor, and to provide access for maintenance, repair, and replacement of grain bins and utility equipment and services located on said property located in the Northwest quarter of Section 16, Township 7 South, Range 42 East, Boise Meridian, Caribou County, Idaho and further described as follows:

Beginning at the Northwest corner of said Section 16, from which the West quarter corner of Section 16 bears South 00° 10' 29" East 2650.84 feet;
Thence South 00° 10' 29" East 539.16 feet along the west line of said Section 16;
Thence North 89° 49' 31" East 1596.25 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the westerly right of way line of Highway 34, the True Point of Beginning;
Thence South 37° 03' 20" West 682.28 feet along said right of way line;
Thence North 08° 35' 19" West 262.75 feet;
Thence North 39° 31' 40" East 141.58 feet;
Thence North 05° 28' 20" West 14.85 feet;
Thence North 39° 31' 40" East 7.81 feet;
Thence North 84° 31' 40" East 14.85 feet;
Thence North 39° 31' 40" East 197.23 feet to the south line of that parcel of land owned by Caribou County as recorded under instrument number 24162 in the official records of said Caribou County;
Thence North 89° 41' 55" East 216.40 feet along said south line to the True Point of Beginning.
Containing 2.18 acres of land.

Said easement affects and is for the benefit of Parcels 1-6 as described in that Record of Survey prepared by A.A. Hudson & Associates dated January 6, 2012, and recorded in the Office of the County Recorder of Caribou County, Idaho, under Instrument No. 188863.

By acceptance of this deed and the easement contained herein, and the recording thereof, Grantee, its heirs, successors and assigns, agrees as follows:

1. To indemnify, defend and hold harmless any owner of the servient estate over which the easement runs from any loss, claim, or other liability of any nature (including reasonable attorney fees and costs) arising out of the negligent act or omission of the Grantee, that may result directly or indirectly from any use of or improvement to the easement by the Grantee, its officers, agents, employees, guests or invitees.

2. If requested by the owner of the servient estates, to purchase and maintain a policy of comprehensive general liability insurance in an amount of \$1,000,000.00 per occurrence of bodily injury and property damage combined insuring the Grantee and the owner of the servient estates as an additional insured, and insure against liability arising out of use, occupancy, and maintenance of the easement.

Parcel 4

LEGAL DESCRIPTION
FOR
TORGESEN RANCH CHINA HAT BINS
PARCEL 7

A parcel of land located in the Northwest quarter of Section 16, Township 7 South, Range 42 East, Boise Meridian, Caribou County, Idaho and further described as follows:

Beginning at the Northwest corner of said Section 16, from which the West Quarter corner of Section 16 bears South 00° 10' 29" East 2650.84 feet; thence South 00° 10' 29" East 539.16 feet along the West line of said Section 16; thence North 89° 49' 31" East 1290.07 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the South line of that parcel of land owned by Caribou County as recorded under Instrument Number 24162 in the official records of said Caribou County; thence South 41° 08' 14" West 660.93 feet to a 5/8" rebar with cap, the True Point of Beginning;
thence South 52° 56' 40" East 290.42 feet to a 5/8" rebar with cap set on the Westerly right of way line of Highway 34;
thence South 37° 03' 20" West 177.92 feet along said right of way line to a 5/8" rebar with cap set at the beginning of a fence line;
thence South 89° 50' 54" West 402.38 feet along said fence line to a 5/8" rebar with cap;
thence North 41° 08' 14" East 422.31 feet,
to the True Point of Beginning.

Parcel 5

Township 7 South, Range 41 East of the Boise Meridian:

Section 14: $W\frac{1}{2}SW\frac{1}{4}$.

Section 15: $NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$.

Township 7 South, Range 42 East of the Boise Meridian:

Section 36: $NW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$.

Together with Water Right Claim No.: 27-12095

Township 8 South, Range 42 East of the Boise Meridian:

Section 17: $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$.

Lincoln County, Idaho:

Township 5 South, Range 18 East of the Boise Meridian:

Section 7: W $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 18: NE $\frac{1}{4}$ NW $\frac{1}{4}$.

EXCEPTING THEREFROM the following described parcel of land:

Commencing at the North quarter corner of Section 18, Township 5 South, Range 18, East Boise Meridian:

Thence along the center of said Section South 0°24'34" West for a distance of 691.11 feet and THE TRUE POINT OF BEGINNING;

Thence North 75°48'39" West 435.60 feet;

Thence south 0°24'34" West 200.00 feet;

Thence South 75°48'39" East 435.60 feet;

Thence North 0°24'34" East 200.00 feet,

The True Point of Beginning.

ALSO EXCEPTING THEREFROM, a parcel of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, Township 5 South, Range 18 East, Boise Meridian, Lincoln County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Section 18;

Thence South 88°49'04" East along the North boundary of the NW $\frac{1}{4}$ of Section 18 for a distance of the NW $\frac{1}{4}$ of 1404.93 feet to the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18;

Thence Southerly along the West boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18 for a distance of 289.62 feet, more or less, to a point on the centerline of the existing county road and being THE TRUE POINT OF BEGINNING;

Thence continuing Southerly along the West boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18 for a distance of 1036.78 feet, more or less, to the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18;

Thence Easterly along the South boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18 for a distance of 1357.03 feet, more or less, to the Southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18;

Thence North 00°24'34" East along the East boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18 for a distance of 428.89 feet to the Southeast corner of an existing 2 acre parcel;

Thence North 75°48'39" West along the Southerly boundary of the 2.0 acre parcel for a distance of 435.60 feet;

Thence North 00°24'34" East along the West boundary of the 2.0 acre parcel for a distance of 200.00 feet;

Thence South 75°48'39" East along the North boundary of the 2.0 acre parcel for a distance of 435.60 feet to a point on the East boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18;

Thence North $00^{\circ}24'34''$ East along the East boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18 for a distance of 13.96 feet to a point on the arc of the center line of the existing county road;

Thence Northwesterly along the centerline of the county road on the arc of the curve left for a distance of 17.03 feet to the point of tangent, said arc having a radius of 58.00 feet and a long chord bearing and distance of North $60^{\circ}08'33''$ West 16.97 feet;

Thence North $68^{\circ}33'22''$ West along the centerline of the county road for a distance of 79.85 feet to an angle point;

Thence North $75^{\circ}55'08''$ West along the centerline of the County Road for a distance of 213.02 feet to an angle point;

Thence North $76^{\circ}01'33''$ West along the centerline of the County Road for a distance of 329.67 feet to the point of curve of a curve right;

Thence Northwesterly along the centerline of the county road on the arc of the curve right for a distance of 182.40 feet to the point of tangent, said arc having a radius of 651.78 feet and a long chord bearing and distance of North $68^{\circ}00'31''$ West 181.81 feet;

Thence North $59^{\circ}59'29''$ West along the centerline of the county road for a distance of 56.69 feet to the point of curve of a curve left;

Thence Northwesterly along the centerline of the county road on the arc of the curve left for a distance of 191.45 feet to the point of tangent, said arc having a radius of 641.62 feet and a long chord bearing and distance of North $68^{\circ}32'22''$ West 190.74 feet;

Thence North $77^{\circ}05'15''$ West along the centerline of the county road for a distance of 359.84 feet, more or less, to a point on the West boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18 ,

The True Point of Beginning.

TOGETHER WITH 255.00 SHARES OF Big Wood Canal Company Water Stock.

RECEIVED

170350

JUL 13 2012

Department of Water Resources
Eastern Region

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED, Wm. Bart Conlin, Inc., an Idaho Corporation, does hereby grant, bargain, sell and convey unto Nu-West Industries, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and authorized to do business in Idaho, the real estate more particularly described in Exhibit "A", attached hereto and made a part thereof.

Subject to:

- a. Rights reserved in Federal patents;
- b. Building or use restrictions;
- c. Building and zoning ordinances of any governmental unit;
- d. Easements and rights-of-way of record as disclosed in Preliminary Title Commitment of Caribou Land Title, Inc., effective December 12, 2003, File Number 16597.
- e. Agreement Concerning the Sale and Purchase of Real Property by and between Wm. Bart Conlin, Inc. (as Seller) and Nu-West Industries, Inc. (as Buyer) dated February 3, 2004; and
- f. Comprehensive Easement Agreement by and between the parties referenced in Paragraph (e), above, dated February 3, 2004, and recorded in the real property records of Caribou County, Idaho, as Instrument No. 170349.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that they are free from all liens and encumbrances (save and except those referenced above); and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors, has caused its corporate name to be hereunto subscribed by its President and Secretary, this 3rd day of February, 2004.

Wm. Bart Conlin, Inc.

By: Wm. Bart Conlin

Wm. Bart Conlin, President

STATE OF IDAHO

COUNTY OF CARIBOU

DATE: Feb 4, 2004

TIME: 11:00 AM

OFFICIAL RECORDS

RECORDER: EDIE BUSH

DEPUTY: Jan F. Kiesel

FEE: \$ 27.00 CT

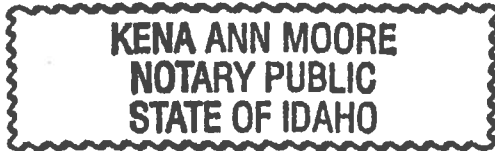
ATTEST: Ruby Conlin
Ruby Conlin, Secretary

170350

STATE OF IDAHO)
) ss.
County of Caribou)

On this 3rd day of February, 2004, before me, the undersigned Notary Public in and for said State, personally appeared WM. BART CONLIN and RUBY CONLIN, known or identified to me to be the President and Secretary, respectively, of WM. BART CONLIN, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Kena Ann Moore
NOTARY PUBLIC FOR IDAHO
Residing at Boise Springs
My Commission Expires 8/15/09

EXHIBIT "A"

Caribou County, Idaho:

Township 7 South, Range 42 East of the Boise Meridian:

Section 11: SE%SE%.

Section 12: SW%SW% and that part of the SE%SW% lying Westerly of an existing County Road.

ALSO, the NE%SE%SW% and W%SE%SW%, EXCEPT THEREFROM, any portion thereof lying Westerly of a County Road.

Section 13: NW%NW%, and that part of the SW%NW% lying Northerly of the Monsanto Haul Road.

ALSO, That part of the SW%NW% lying North of the Blackfoot River and North and West of the Monsanto Haul Road.

EXCEPT THEREFROM, A tract of land located in the S%N% of Section 13, Township 7 South, Range 42 East of the Boise Meridian, the same being all of that land lying and being North of the Southerly boundary line of the presently existing Monsanto Haul Road, and being more particularly described as follows:

Beginning at a point which is South 1350.00 feet and West 1555.95 feet from the Northeast corner of Section 13, aforesaid, and running
 thence West 2261.58 feet;
 thence South 24°15' East 140.76 feet;
 thence South 78°10' East 283.00 feet;
 thence South 85°26' East 503.30 feet;
 thence South 86°26' East 288.42 feet;
 thence North 81°06' East 499.45 feet;
 thence North 80°08' East 499.36 feet;
 thence North 62°02' East 170.47 feet,
 to the point of beginning.

ALSO, EXCEPT THEREFROM, A strip of land 50 feet wide and all the land between the strip of land and the existing county road and Monsanto Haul Road right of way, the centerline being more particularly described as follows:

Beginning at a point in the South line of said Section 13, which point bears West a distance of 795.33 feet from the Southeast corner of Section 13, aforesaid, and running
 thence North 22°05' West 2152.87 feet to the point of spiral
 of a spiral curve to the left;
 thence along the arc of the spiral curve to the left, whose total central angle is 13°21' and whose degree of curvature is 4°00' a distance of 483.75 feet to the point of tangency of the spiral curve;
 thence North 35°26' West 1228.42 feet, to the point of spiral of a spiral curve to the left;
 thence along the arc of the spiral curve to the left, whose total central angle is 67°32'30" and whose degree of curvature 8°00' a distance of 1174.27 feet to the point

PAGE 2

of tangency of the spiral curve;
 thence South $77^{\circ}01'30''$ West 542.14 feet, to a point at
 which the centerline of said strip of land becomes
 parallel to the South right of way line of the Monsanto
 Haul Road;
 thence South $77^{\circ}01'30''$ West 1007.25 feet to a point in the
 West line of said Section 13, which point bears South a
 distance of 2131.25 feet from the Northwest corner of
 said Section 13.

Section 14: N $\frac{1}{2}$ N $\frac{1}{2}$, and that part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying Northerly of the
 Monsanto Haul Road and North of the Blackfoot River, and
 that part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying North of the Blackfoot River.
 ALSO, the SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, and that part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying
 South of the Blackfoot River.

EXCEPT THEREFROM, Beginning at a point on a fence line
 which is South 1320 feet and East 1460 feet from the
 Northeast corner of Section 14, Township 7 South, Range 42
 East of the Boise Meridian;
 thence South $52^{\circ}4'$ West 121 feet to a point which is the PC
 of a curve;
 thence South 661.58 feet on a $3^{\circ}40'$ curve right to a point
 which is the PT of said curve;
 thence South $76^{\circ}21'$ West 182.93 feet to a point which is the
 PC of a curve;
 thence 800.52 feet on a $4^{\circ}47'$ curve left to a point which is
 the PT of said curve;
 thence South $38^{\circ}05'$ West 943.08 feet to a point which is the
 PC of a curve;
 thence 860 feet on a $3^{\circ}00'$ curve right to a point on a fence
 line which is South 780 feet and East 1320 feet from the
 Northwest corner of the SE $\frac{1}{4}$ of said Section 14.

The above and foregoing tract of land is 100 feet wide,
 being 50 feet on each side of the above described
 centerline: Beginning at a point on a fence line which is
 South 1320 feet and East 1460 feet from the Northeast corner
 of Section 14, Township 7 South, Range 42 East of the Boise
 Meridian, and running
 thence in a Southerly direction along said centerline for a
 distance of 1208.82 feet;
 thence continuing in a Southerly direction along said center
 line, said tract of land is 150 feet wide, being 75 feet
 on each side of the said centerline for a linear distance
 of 2361.18 feet to a point which is South 3420 feet and
 West 1320 feet from the Northeast corner of said Section
 14.

EXCEPT THEREFROM, A right of way for a parcel of land
 extending 50 feet on each side of the following described
 centerline for a linear distance of 4660.54 feet except that
 portion starting at a point on the centerline which is North

530 feet and East 1749 feet from the Southwest corner of Section 14, Township 7 South, Range 42 East of the Boise Meridian, and following the centerline a linear distance of 2500 feet to a point on the centerline which is South 1830 feet and East 1297 feet from the Southwest corner of Section 14, where the right of way is a parcel of land extending 75 feet on each side of the following described centerline, as follows:

Beginning at a point in a fence, which is North 1821 feet and East 3900 feet from the Southwest corner of Section 14, Township 7 South, Range 42 East of the Boise Meridian;
thence South $62^{\circ}38'$ West 1883.47 feet to the P.S. of a curve left;
thence 679.16 feet on an $8^{\circ}00'$ curve with 200 foot spirals on each end to the P.T. of the curve;
thence South $24^{\circ}18'$ West 932.30 feet to the P.S. of a curve left;
thence 600.00 feet on a $4^{\circ}00'$ curve with 200 foot spirals on each end to the P.T. of the curve;
thence South $8^{\circ}18'$ West 250.87 feet to the P.S. of a curve left;
thence 568.96 feet on a $8^{\circ}21'$ curve with 200 foot spirals on each end to the P.T. of the curve;
thence South $22^{\circ}31'$ East 264.79 feet to the P.S. of a curve right;
thence 610.05 feet on a $7^{\circ}23'$ curve with 200 foot spirals on each end to the P.T. of the curve;
thence South $7^{\circ}45'30''$ West 490.44 feet to the P.S. of a curve left;
thence South 880.50 feet on a $3^{\circ}00'$ curve with a 200 foot spiral on the Northerly end to a point, in a fence which is South 3960 feet and East 1369.4 feet from the Southwest corner of Section 14.

ALSO, EXCEPT THEREFROM, A parcel of land which embraces (as hereinafter more particularly set out) land on the Westerly side and land on the Easterly side of the following survey line:

Beginning at a point on the East line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 7 South, Range 42 East of the Boise Meridian, which point is North 1821 feet and East 3960 feet from the Southwest corner of said Section 14 (such point of commencement being referred to as Survey Station 1);
thence South $62^{\circ}38'$ West 1883.47 feet to the point of spiral of a curve left (such point being referred to as Survey Station 2);
thence 679.16 feet on a $8^{\circ}00'$ curve having a 200 foot spirals on each end to the point of tangency of said curve (such point being referred to as Survey Station 3);
thence South $24^{\circ}18'$ West 932.30 feet to the point of spirals of a curve left (said point being referred to as Survey

Station 4);
thence 600 feet on a 4°00' curve having 200 foot spirals at each end of the point of tangency of said curve (said point being referred to as Survey Station 5);
thence South 8°18' West 250.87 feet to the point of spirals of a curve left (said point being referred to as Survey Station 6);
thence 568.96 feet on a 8°21' curve having 200 foot spirals on each end to the point of tangency of said curve (said point being referred to as Survey Station 7);
thence South 22°31' East 264.79 feet to the point of spiral of a curve right (said point being referred to a Survey Station 8);
thence 610.05 feet on a 7°23' curve having a 200 foot spirals on each end to the point of tangency of the curve (said point being referred to as Survey Station 9);
thence South 7°45'30" West 490.44 feet to the point of spiral of a curve left (said point being referred to a Survey Station 10);
thence 880.50 feet on a 3°00' curve having a 200 foot spiral on the Northerly end to a point on the South line of the NE½SW¼ of Section 23, Township 7 South, Range 42 East of the Boise Meridian (which point is referred to as Survey Station 11), and which is 3960 feet South and 1369.4 feet East from the Southwest corner of Section 14 of said Township.

The linear distance of said survey line from point of commencement (Survey Station 1) to point of termination (Survey Station 11) is 7160.54 feet and the width of the hereby conveyed parcel and its position with respect to said survey line is as follows:

Between Survey Station 1 and a point on said survey line 224.53 feet Southerly from Survey Station 2, the hereby conveyed parcel is 120 feet in width, with 50 feet thereof on the Westerly side and 70 feet thereof on the Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 446.37 feet Southerly from Survey Station 3, the hereby conveyed parcel is 165 feet in width, with 75 feet thereof on the Westerly side and 90 feet thereof on the Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 14.37 feet Southerly from Survey Station 3, the hereby conveyed parcel is 140 feet in width, with 50 feet thereof on the Westerly side and 90 feet thereof on the Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 114.07 feet Southerly from Survey Station 4, the hereby conveyed parcel is 150 feet in width, with 75 feet thereof on the Westerly side and 75 feet thereof on the

Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 514.07 feet Southerly from Survey Station 4, the hereby conveyed parcel is 165 feet in width, with 75 feet thereof on the Westerly side and 90 feet thereof on the Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 44.24 feet Southerly from Survey Station 7, the hereby conveyed parcel is 150 feet in width, with 75 feet thereof on the Westerly side and 75 feet thereof on the Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 480.50 feet Southerly from Survey Station 10, the hereby conveyed parcel is 120 feet in width, with 50 feet thereof on the Westerly side and 70 feet thereof on the Easterly side of said survey line; and

Between said last mentioned point and a point Southerly along said survey line to Survey Station 11, the point of termination, the hereby conveyed parcel is 140 feet in width, with 50 feet thereof on the Westerly side and 90 feet thereof on the Easterly side of said survey line.

Section 15: N%NE%, SW%NE%, NW%SE%, E%W%.

Section 22: N%NE%, EXCEPT THEREFROM, a tract of land located in the NE%NE%, being known as The Doull Park, more particularly described as follows:

Commencing at the Southeast corner of Section 22, Township 7 South, Range 42 East of the Boise Meridian, said corner being marked by a 3" General Land Office Brass Cap Monument as witnessed by that corner perpetuation and filing recorded document recorded in the official records of Caribou County, Idaho, as instrument No. 136740, the same being South 89°56'26" East a distance of 5210.87 feet from the Southwest corner of said Section 22, basis of bearing: thence North 16°50'38" West for a distance of 4749.86 feet to a point on the Mean High Water line of the left bank of the Blackfoot River, the same being South 66°13'32" West a distance of 15.11 feet from a 5/8" rebar with 2" Aluminum cap tagged, "GVS, LS 9169" a witness monument to said mean high water line, the TRUE POINT OF BEGINNING;

thence through the lands of Bart Conlin as recorded in the official records of Caribou County as Warranty Deed Instrument No. 125832 the following two (2) courses;

- (1) Thence North 66°13'32" East for a distance of 765.96 feet;
- (2) Thence North 57°12'09" East for a distance of 350.88 feet to a point on the Mean Highway Water Line of the left bank of the Blackfoot River, the same being North 57°12'09" East a distance of 14.91 feet from a 5/8" rebar with 2" Aluminum cap tagged, "GVS, LS 9169" a witness monument to said mean high water line;

thence along said Mean High Water Line of the Blackfoot River for the following six (6) courses;

- (1) Thence South 30°54'27" East for a distance of 412.02 feet;
- (2) Thence South 22°58'55" East for a distance of 391.17 feet;
- (3) Thence South 19°56'10" West for a distance of 359.50 feet;
- (4) Thence North 81°51'17" West for a distance of 284.73 feet;
- (5) Thence North 63°35'29" West for a distance of 499.40 feet;
- (6) Thence North 60°16'55" West for a distance of 585.56 feet, to the True Point of Beginning.

Section 23: W½NE¼, NW¼, N½SW¼, SE¼. EXCEPT THEREFROM, Two parcels of land which embrace (as hereinafter more particularly set out) land adjoining Westerly the Westerly sideline of that particularly described parcel or tract of land conveyed by said grantors to said grantee on the third day of April, 1965, in a Warranty Deed identified as Microfilm No. 54100 in the Records of Caribou County, State of Idaho.
Parcel 1 (20 Foot Strip at Underpass)

A strip of land situated in the N½NW¼ of Section 23, Township 7 South, Range 42 East, Boise Meridian, adjoining Westerly the Westerly boundary line of a parcel or tract of land as conveyed by said Grantors to said Grantee by Warranty Deed on the third day of April, 1965, and identified as Microfilm No. 54100 in the Records of Caribou County, State of Idaho.

Said strip of land is described as being 1000.0 feet long and 20.0 feet wide, except for the 100.0 feet on each end that tapers from 0.0 feet wide on the terminal ends to 20.0 feet wide at a distance of 100.0 feet in from said terminal ends and is subtended by a certain (hereinafter to be described) portion of the survey line described in said Warranty Deed as being situated between a point 896.37 feet South 24°18' West from Survey Station 3 and a point 113.20 feet Southerly on the arc of a spiral from Survey Station 6 referred to in said Warranty Deed.

Said certain portion of said survey line is described as follows to-wit:

Beginning at a point North 1821 feet East 3960 feet (such point being referred to as Survey Station 1) South 62°38' West 1883.47 feet to a point of spiral of a curve left (such point being referred to as Survey Station 2), Southerly 679.16 feet on a 8°00' curve having 200 foot spirals on each end to the point of tangency of said curve (such point being referred to as Survey Station 3), and South 24°18' West 896.37 feet from the Southwest corner of Section 14, which is the Northwest corner of said Section

23;
thence South 24°18' West 35.93 feet to a point of spiral of
a curve left (said point being referred to as Survey
Station 4);
thence Southerly 600 feet on a 4°00' curve having 200 foot
spirals at each end to the point of tangency of said
curve (said point being referred to as Survey Station 5);
thence South 8°18' West 250.87 feet to the point of spiral of
a curve left (said point being referred to as Survey
Station 6);
thence Southerly 113.20 feet along the arc of said last
mention spiral.

Parcel 2 (Southern Corner Parcel)

A parcel of land situated in the NW¼SW¼ of Section 23,
Township 7 South, Range 42 East, Boise Meridian, adjoining
Westerly the Westerly sideline, which is 50.0 feet radially
distant Westerly from the survey line of a parcel or tract
of land more particularly described in a Warranty Deed
conveyed by said grantor to said grantee on the third day
of April, 1965, and is identified as Microfilm No. 54100 in
the Records of Caribou County, State of Idaho. Said parcel
of land is described as follows, to-wit:

Beginning at the intersection of said above mentioned
Westerly sideline and the Southerly boundary line of said
grantors land which point is South 3960 feet East 1369.4
feet (to a point referred to in said above mentioned
Warranty Deed as Survey Station 11), and West 51 feet, more
or less, from the Southwest corner of Section 14, which
is the Northwest corner of said Section 23;
thence West 56.0 feet along said South boundary line;
thence Northerly 390 feet, more or less, along a straight
line to the intersection of said Westerly sideline at a
point 390.0 feet Northerly from said point of beginning;
thence Southerly along said Westerly existing sideline 390.0
feet to the point of beginning.

170351

STATE OF IDAHO
COUNTY OF CARIBOU

DATE: Feb 4, 2004
TIME: 11:00 Am
OFFICIAL RECORDS
RECORDER: EDIE BUSH
DEPUTY: Jarry F. Reese
FEE: \$ 27.00 CT

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED (including exchange of property), Nu-West Industries, Inc., a corporation duly organized and existing under the laws of the State of Delaware and authorized to do business in Idaho, Grantor, does hereby grant, bargain, sell and convey unto Torgesen Ranch, Inc., an Idaho corporation, whose current address is P.O. Box 517, Soda Springs, Idaho 83276, the real estate more particularly described in Exhibit "A," attached hereto and made a part thereof.

Subject to:

- a. Rights reserved in Federal patents;
- b. Building or use restrictions;
- c. Building and zoning ordinances of any governmental unit;
- d. Easements and rights-of-way of record as disclosed in Preliminary Title Commitment of Caribou Land Title, Inc., effective December 12, 2003, File Number 16597.
- e. Agreement Concerning the Sale and Purchase of Real Property by and between Wm. Bart Conlin, Inc. (as Seller) and Nu-West Industries, Inc. (as Buyer), dated February 3, 2004; and
- f. Comprehensive Easement Agreement by and between the parties referenced in Paragraph (e), above, dated February 3, 2004, and recorded in the real property records of Caribou County, Idaho, as Instrument No. 170349.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that they are free from all liens and encumbrances (save and except those referenced above); and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors, has caused its corporate name to be hereunto subscribed by its Vice-President this 3rd day of February, 2004.

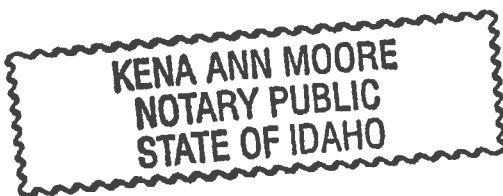
NU-WEST INDUSTRIES, INC.

By: Charles H. Ross
Charles H. Ross, Vice-President

STATE OF IDAHO)
) ss.
County of Caribou)

On this 3rd day of February, 2004, before me, the undersigned Notary Public in and for said State, personally appeared CHARLES H. ROSS, known or identified to me to be the Vice-President of NU-WEST INDUSTRIES, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Kena Ann Moore
NOTARY PUBLIC FOR IDAHO
Residing at Soda Springs, Idaho
My Commission Expires 8/15/09

EXHIBIT

Caribou County, Idaho:

Township 7 South, Range 42 East of the Boise Meridian:

Section 11: SE%SE%.

Section 12: SW%SW% and that part of the SE%SW% lying Westerly of an existing County Road.

ALSO, the NE%SE%SW% and W%SE%SW%, EXCEPT THEREFROM, any portion thereof lying Westerly of a County Road.

Section 13: NW%NW%, and that part of the SW%NW% lying Northerly of the Monsanto Haul Road.

ALSO, That part of the SW%NW% lying North of the Blackfoot River and North and West of the Monsanto Haul Road.

EXCEPT THEREFROM, A tract of land located in the S%N% of Section 13, Township 7 South, Range 42 East of the Boise Meridian, the same being all of that land lying and being North of the Southerly boundary line of the presently existing Monsanto Haul Road, and being more particularly described as follows:

Beginning at a point which is South 1350.00 feet and West 1555.95 feet from the Northeast corner of Section 13, aforesaid, and running
 thence West 2261.58 feet;
 thence South 24°15' East 140.76 feet;
 thence South 78°10' East 283.00 feet;
 thence South 85°26' East 503.30 feet;
 thence South 86°26' East 288.42 feet;
 thence North 81°06' East 499.45 feet;
 thence North 80°08' East 499.36 feet;
 thence North 62°02' East 170.47 feet,
 to the point of beginning.

ALSO, EXCEPT THEREFROM, A strip of land 50 feet wide and all the land between the strip of land and the existing county road and Monsanto Haul Road right of way, the centerline being more particularly described as follows:

Beginning at a point in the South line of said Section 13, which point bears West a distance of 795.33 feet from the Southeast corner of Section 13, aforesaid, and running
 thence North 22°05' West 2152.87 feet to the point of spiral
 of a spiral curve to the left;
 thence along the arc of the spiral curve to the left, whose total central angle is 13°21' and whose degree of curvature is 4°00' a distance of 483.75 feet to the point of tangency of the spiral curve;
 thence North 35°26' West 1228.42 feet, to the point of spiral of a spiral curve to the left;
 thence along the arc of the spiral curve to the left, whose total central angle is 67°32'30" and whose degree of curvature is 8°00' a distance of 1174.27 feet to the point

PAGE 2

of tangency of the spiral curve;
 thence South $77^{\circ}01'30''$ West 542.14 feet, to a point at
 which the centerline of said strip of land becomes
 parallel to the South right of way line of the Monsanto
 Haul Road;
 thence South $77^{\circ}01'30''$ West 1007.25 feet to a point in the
 West line of said Section 13, which point bears South a
 distance of 2131.25 feet from the Northwest corner of
 said Section 13.

Section 14: N $\frac{1}{2}$ N $\frac{1}{2}$, and that part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying Northerly of the
 Monsanto Haul Road and North of the Blackfoot River, and
 that part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying North of the Blackfoot River.
 ALSO, the SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, and that part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying
 South of the Blackfoot River.
 EXCEPT THEREFROM, Beginning at a point on a fence line
 which is South 1320 feet and East 1460 feet from the
 Northeast corner of Section 14, Township 7 South, Range 42
 East of the Boise Meridian;
 thence South $52^{\circ}4'$ West 121 feet to a point which is the PC
 of a curve;
 thence South 661.58 feet on a $3^{\circ}40'$ curve right to a point
 which is the PT of said curve;
 thence South $76^{\circ}21'$ West 182.93 feet to a point which is the
 PC of a curve;
 thence 800.52 feet on a $4^{\circ}47'$ curve left to a point which is
 the PT of said curve;
 thence South $38^{\circ}05'$ West 943.08 feet to a point which is the
 PC of a curve;
 thence 860 feet on a $3^{\circ}00'$ curve right to a point on a fence
 line which is South 780 feet and East 1320 feet from the
 Northwest corner of the SE $\frac{1}{4}$ of said Section 14.
 The above and foregoing tract of land is 100 feet wide,
 being 50 feet on each side of the above described
 centerline: Beginning at a point on a fence line which is
 South 1320 feet and East 1460 feet from the Northeast corner
 of Section 14, Township 7 South, Range 42 East of the Boise
 Meridian, and running
 thence in a Southerly direction along said centerline for a
 distance of 1208.82 feet;
 thence continuing in a Southerly direction along said center
 line, said tract of land is 150 feet wide, being 75 feet
 on each side of the said centerline for a linear distance
 of 2361.18 feet to a point which is South 3420 feet and
 West 1320 feet from the Northeast corner of said Section
 14.
 EXCEPT THEREFROM, A right of way for a parcel of land
 extending 50 feet on each side of the following described
 centerline for a linear distance of 4660.54 feet except that
 portion starting at a point on the centerline which is North

530 feet and East 1749 feet from the Southwest corner of Section 14, Township 7 South, Range 42 East of the Boise Meridian, and following the centerline a linear distance of 2500 feet to a point on the centerline which is South 1830 feet and East 1297 feet from the Southwest corner of Section 14, where the right of way is a parcel of land extending 75 feet on each side of the following described centerline, as follows:

Beginning at a point in a fence, which is North 1821 feet and East 3900 feet from the Southwest corner of Section 14, Township 7 South, Range 42 East of the Boise Meridian; thence South $62^{\circ}38'$ West 1883.47 feet to the P.S. of a curve left;
thence 679.16 feet on an $8^{\circ}00'$ curve with 200 foot spirals on each end to the P.T. of the curve;
thence South $24^{\circ}18'$ West 932.30 feet to the P.S. of a curve left;
thence 600.00 feet on a $4^{\circ}00'$ curve with 200 foot spirals on each end to the P.T. of the curve;
thence South $8^{\circ}18'$ West 250.87 feet to the P.S. of a curve left;
thence 568.96 feet on a $8^{\circ}21'$ curve with 200 foot spirals on each end to the P.T. of the curve;
thence South $22^{\circ}31'$ East 264.79 feet to the P.S. of a curve right;
thence 610.05 feet on a $7^{\circ}23'$ curve with 200 foot spirals on each end to the P.T. of the curve;
thence South $7^{\circ}45'30''$ West 490.44 feet to the P.S. of a curve left;
thence South 880.50 feet on a $3^{\circ}00'$ curve with a 200 foot spiral on the Northerly end to a point, in a fence which is South 3960 feet and East 1369.4 feet from the Southwest corner of Section 14.

ALSO, EXCEPT THEREFROM, A parcel of land which embraces (as hereinafter more particularly set out) land on the Westerly side and land on the Easterly side of the following survey line:

Beginning at a point on the East line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 7 South, Range 42 East of the Boise Meridian, which point is North 1821 feet and East 3960 feet from the Southwest corner of said Section 14 (such point of commencement being referred to as Survey Station 1);
thence South $62^{\circ}38'$ West 1883.47 feet to the point of spiral of a curve left (such point being referred to as Survey Station 2);
thence 679.16 feet on a $8^{\circ}00'$ curve having a 200 foot spirals on each end to the point of tangency of said curve (such point being referred to as Survey Station 3);
thence South $24^{\circ}18'$ West 932.30 feet to the point of spirals of a curve left (said point being referred to as Survey

Station 4);
 thence 600 feet on a 4°00' curve having 200 foot spirals at each end of the point of tangency of said curve (said point being referred to as Survey Station 5);
 thence South 8°18' West 250.87 feet to the point of spirals of a curve left (said point being referred to as Survey Station 6);
 thence 568.96 feet on a 8°21' curve having 200 foot spirals on each end to the point of tangency of said curve (said point being referred to as Survey Station 7);
 thence South 22°31' East 264.79 feet to the point of spiral of a curve right (said point being referred to a Survey Station 8);
 thence 610.05 feet on a 7°23' curve having a 200 foot spirals on each end to the point of tangency of the curve (said point being referred to as Survey Station 9);
 thence South 7°45'30" West 490.44 feet to the point of spiral of a curve left (said point being referred to a Survey Station 10);
 thence 880.50 feet on a 3°00' curve having a 200 foot spiral on the Northerly end to a point on the South line of the NE½SW¼ of Section 23, Township 7 South, Range 42 East of the Boise Meridian (which point is referred to as Survey Station 11), and which is 3960 feet South and 1369.4 feet East from the Southwest corner of Section 14 of said Township.

The linear distance of said survey line from point of commencement (Survey Station 1) to point of termination (Survey Station 11) is 7160.54 feet and the width of the hereby conveyed parcel and its position with respect to said survey line is as follows:

Between Survey Station 1 and a point on said survey line 224.53 feet Southerly from Survey Station 2, the hereby conveyed parcel is 120 feet in width, with 50 feet thereof on the Westerly side and 70 feet thereof on the Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 446.37 feet Southerly from Survey Station 3, the hereby conveyed parcel is 165 feet in width, with 75 feet thereof on the Westerly side and 90 feet thereof on the Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 14.37 feet Southerly from Survey Station 3, the hereby conveyed parcel is 140 feet in width, with 50 feet thereof on the Westerly side and 90 feet thereof on the Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 114.07 feet Southerly from Survey Station 4, the hereby conveyed parcel is 150 feet in width, with 75 feet thereof on the Westerly side and 75 feet thereof on the

PAGE 5

Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 514.07 feet Southerly from Survey Station 4, the hereby conveyed parcel is 165 feet in width, with 75 feet thereof on the Westerly side and 90 feet thereof on the Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 44.24 feet Southerly from Survey Station 7, the hereby conveyed parcel is 150 feet in width, with 75 feet thereof on the Westerly side and 75 feet thereof on the Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 480.50 feet Southerly from Survey Station 10, the hereby conveyed parcel is 120 feet in width, with 50 feet thereof on the Westerly side and 70 feet thereof on the Easterly side of said survey line; and

Between said last mentioned point and a point Southerly along said survey line to Survey Station 11, the point of termination, the hereby conveyed parcel is 140 feet in width, with 50 feet thereof on the Westerly side and 90 feet thereof on the Easterly side of said survey line.

Section 15: N½NE¼, SW¼NE¼, NW¼SE¼, E½W¼.

Section 22: N½NE¼, EXCEPT THEREFROM, a tract of land located in the NE¼NE¼, being known as The Doull Park, more particularly described as follows:

Commencing at the Southeast corner of Section 22, Township 7 South, Range 42 East of the Boise Meridian, said corner being marked by a 3" General Land Office Brass Cap Monument as witnessed by that corner perpetuation and filing recorded document recorded in the official records of Caribou County, Idaho, as instrument No. 136740, the same being South 89°56'26" East a distance of 5210.87 feet from the Southwest corner of said Section 22, basis of bearing: thence North 16°50'38" West for a distance of 4749.86 feet to a point on the Mean High Water line of the left bank of the Blackfoot River, the same being South 66°13'32" West a distance of 15.11 feet from a 5/8" rebar with 2" Aluminum cap tagged, "GVS, LS 9169" a witness monument to said mean high water line, the TRUE POINT OF BEGINNING;

thence through the lands of Bart Conlin as recorded in the official records of Caribou County as Warranty Deed Instrument No. 125832 the following two (2) courses;

- (1) Thence North 66°13'32" East for a distance of 765.96 feet;
- (2) Thence North 57°12'09" East for a distance of 350.88 feet to a point on the Mean Highway Water Line of the left bank of the Blackfoot River, the same being North 57°12'09" East a distance of 14.91 feet from a 5/8" rebar with 2" Aluminum cap tagged, "GVS, LS 9169" a witness monument to said mean high water line;

PAGE 6

thence along said Mean High Water Line of the Blackfoot River for the following six (6) courses;

- (1) Thence South 30°54'27" East for a distance of 412.02 feet;
- (2) Thence South 22°58'55" East for a distance of 391.17 feet;
- (3) Thence South 19°56'10" West for a distance of 359.50 feet;
- (4) Thence North 81°51'17" West for a distance of 284.73 feet;
- (5) Thence North 63°35'29" West for a distance of 499.40 feet;
- (6) Thence North 60°16'55" West for a distance of 585.56 feet, to the True Point of Beginning.

Section 23:

W½NE½, NW½, N½SW½, SE½. EXCEPT THEREFROM, Two parcels of land which embrace (as hereinafter more particularly set out) land adjoining Westerly the Westerly sideline of that particularly described parcel or tract of land conveyed by said grantors to said grantee on the third day of April, 1965, in a Warranty Deed identified as Microfilm No. 54100 in the Records of Caribou County, State of Idaho. Parcel 1 (20 Foot Strip at Underpass)

A strip of land situated in the N½NW½ of Section 23, Township 7 South, Range 42 East, Boise Meridian, adjoining Westerly the Westerly boundary line of a parcel or tract of land as conveyed by said Grantors to said Grantee by Warranty Deed on the third day of April, 1965, and identified as Microfilm No. 54100 in the Records of Caribou County, State of Idaho.

Said strip of land is described as being 1000.0 feet long and 20.0 feet wide, except for the 100.0 feet on each end that tapers from 0.0 feet wide on the terminal ends to 20.0 feet wide at a distance of 100.0 feet in from said terminal ends and is subtended by a certain (hereinafter to be described) portion of the survey line described in said Warranty Deed as being situated between a point 896.37 feet South 24°18' West from Survey Station 3 and a point 113.20 feet Southerly on the arc of a spiral from Survey Station 6 referred to in said Warranty Deed.

Said certain portion of said survey line is described as follows to-wit:

Beginning at a point North 1821 feet East 3960 feet (such point being referred to as Survey Station 1) South 62°38' West 1883.47 feet to a point of spiral of a curve left (such point being referred to as Survey Station 2), Southerly 679.16 feet on a 8°00' curve having 200 foot spirals on each end to the point of tangency of said curve (such point being referred to as Survey Station 3), and South 24°18' West 896.37 feet from the Southwest corner of Section 14, which is the Northwest corner of said Section

PAGE 7

23;
 thence South 24°18' West 35.93 feet to a point of spiral of
 a curve left (said point being referred to as Survey
 Station 4);
 thence Southerly 600 feet on a 4°00' curve having 200 foot
 spirals at each end to the point of tangency of said
 curve (said point being referred to as Survey Station 5);
 thence South 8°18' West 250.87 feet to the point of spiral of
 a curve left (said point being referred to as Survey
 Station 6);
 thence Southerly 113.20 feet along the arc of said last
 mention spiral.

Parcel 2 (Southern Corner Parcel)

A parcel of land situated in the NW¼SW¼ of Section 23,
 Township 7 South, Range 42 East, Boise Meridian, adjoining
 Westerly the Westerly sideline, which is 50.0 feet radially
 distant Westerly from the survey line of a parcel or tract
 of land more particularly described in a Warranty Deed
 conveyed by said grantor to said grantee on the third day
 of April, 1965, and is identified as Microfilm No. 54100 in
 the Records of Caribou County, State of Idaho. Said parcel
 of land is described as follows, to-wit:

Beginning at the intersection of said above mentioned
 Westerly sideline and the Southerly boundary line of said
 grantors land which point is South 3960 feet East 1369.4
 feet (to a point referred to in said above mentioned
 Warranty Deed as Survey Station 11), and West 51 feet, more
 or less, from the Southwest corner of Section 14, which
 is the Northwest corner of said Section 23;
 thence West 56.0 feet along said South boundary line;
 thence Northerly 390 feet, more or less, along a straight
 line to the intersection of said Westerly sideline at a
 point 390.0 feet Northerly from said point of beginning;
 thence Southerly along said Westerly existing sideline 390.0
 feet to the point of beginning.

170349

STATE OF IDAHO
COUNTY OF CARIBOU

DATE: Feb 4, 2004

TIME: 11:00 a.m.

OFFICIAL RECORDS

RECORDER: EDIE BUSH

DEPUTY: Denise Wisley

FEE: 51.00 CT

COMPREHENSIVE EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into on the 3rd day of February, 2004, by and between **WM. BART CONLIN, INC.**, an Idaho Corporation, of 250 East 3rd North,, Soda Springs, Idaho (hereinafter referred to as "Seller"), and **NU-WEST INDUSTRIES, INC.**, a Delaware Corporation, of 3010 Conda Road, Soda Springs, Idaho (hereinafter referred to as "Buyer").

WHEREAS, the parties have entered into an Agreement Concerning the Sale and Purchase of Real Property (including Schedule A which is attached thereto and incorporated therein), executed simultaneously herewith, and as part of that Agreement the parties have agreed to retain and grant certain easements and rights of way as contained herein.

WHEREAS, the parties desire to be bound according to the terms and conditions of the aforementioned Agreement Concerning the Sale and Purchase of Real Property (including Schedule A which is attached thereto and incorporated therein), together with the terms and conditions of this Comprehensive Easement Agreement (including Schedule A which is attached hereto and incorporated herein) and other documents executed simultaneously herewith.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and in consideration of the mutual covenants and promises made in the aforementioned Agreement Concerning the Sale and Purchase of Real Property (including Schedule A and which is attached thereto and incorporated therein), executed simultaneously herewith, sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. In addition to the real property retained by the Seller, as outlined in the aforementioned Agreement Concerning the Sale and Purchase of Real Property, the Seller also

retains and reserves water rights in a box spring located in the NW quarter of Section 23, known as Gardner Spring, which rights shall be shared with the Buyer. The Seller's reserved water rights shall be limited to one (1) cubic foot per second; with the balance of the water rights being conveyed to the Buyer. The Seller does also retain and reserve a now existing water pipeline which runs, from such spring across the conveyed property (the real property described in Schedule A hereto), to the 17-acre parcel which the Seller retains (exclusion from Schedule A legal description referenced as "Doull Park"), together with a permanent easement for the maintenance, use, repair and replacement of said water line, and the Seller does expressly reserve the right and easement at the present location of the water line in the N1/2 of the NW quarter of Section 23, including but not limited to the crossing over the now existing roadway, or any extension, renewal or reconstruction thereof, through the now existing underpass, or any extension, renewal or reconstruction thereof, and also the right to cross and recross the subject lands at the site of the now existing surface crossing or as said crossing may be extended, renewed or reconstructed, for said purposes; but limited to the existing location of the water line. The Seller does expressly retain the right of way and easement reserved in a prior agreement with a third party for said pipeline to run under or through said third party's haul road, and nothing in this agreement shall in any way diminish such right of way or easement. Furthermore, it is understood by the parties that the aforementioned pipeline runs near the surface of the ground, and it is agreed that the Buyer shall exercise due caution on, near, or around the pipeline so as to protect and preserve its integrity. The Buyer shall not damage said pipeline, and if the Buyer damages it then the Buyer shall repair such damages. Moreover, the parties agree to work together in the Fall of 2004, or at a different time which is mutually agreeable, to replace the

existing pipeline, where it crosses the Buyer's property, at a sufficient depth so as to minimize the risk for damage to the pipeline. Specifically, the Buyer shall trench the trench on Buyer's property, and the Seller shall purchase and install the new pipe. The parties shall exercise due caution in exercising their rights under this clause so as to protect and preserve the integrity of the other party's property. A party shall not allow the other party's property to be damaged, and if a party allows damage to the other party's property then the offending party shall repair such damages. Said reserved rights and obligations shall extend to and include the Seller, heirs, assigns, successors in interest, employees, and business and invited guests, and shall extend to and include crossing on foot, on animals or in vehicles, and the right to move equipment and machinery across the N1/2 of the NW quarter of Section 23 to the extent necessary for the maintenance, use, repair and replacement of the water line. The Buyer shall have no liability for any and all loss, injury, damage, suit, claim, cost or expense, which occurs to the Seller, heirs, assigns, employees, and business and invited guests in exercising such rights on said easement.

2. In addition to the real property retained by the Seller, as outlined in the aforementioned Agreement Concerning the Sale and Purchase of Real Property, the Seller retains and reserves the right of way and a permanent easement extending fifteen feet (15') from the centerline on both sides of the existing roadway across the conveyed property in Sections 15 and 22, in order to access the aforementioned 17-acre parcel which the Seller retains. Seller does expressly reserve the right and easement to cross and recross the conveyed property in Sections 15 and 22, including the now existing crossing or any extension, renewal or reconstruction thereof, for said purposes, so long as the Seller may reasonably and safely access the aforementioned 17-acre parcel retained by the Seller; but this provision is not to be construed to

permit more than one access route at any given time. The parties understand that the existing roadway may be tilled up, and in such event, it will need to be smoothed after each tilling. The Seller agrees not to improve the existing roadway without the Buyer's prior consent, but the Buyer will make reasonable efforts to make the roadway passable. The parties shall exercise due caution in exercising their rights under this clause so as to protect and preserve the integrity of the other party's property. A party shall not allow the other party's property to be damaged, and if a party causes damage to the other party's property then the offending party shall repair or pay for such damages. Said reserved rights shall extend to, include, but be limited to the Seller, heirs, assigns, successors in interest, employees, and business and invited guests. Said reserved rights shall extend to and include crossing on foot, on animals or in vehicles, and the right to move equipment and machinery across the above-described roadway easement. The Buyer shall have no liability for any and all loss, injury, damage, suit, claim, cost or expense, which occurs to the Seller, heirs, assigns, employees, and business and invited guests in exercising such rights on said easement.

3. In addition to the real property retained by the Seller, as outlined in the aforementioned Agreement Concerning the Sale and Purchase of Real Property, the Buyer agrees to make reasonable efforts to use and maintain the property conveyed in Sections 22 and 23, specifically the NE1/4NE1/4 of Section 22 and the NW1/4NW1/4 of Section 23, which property lies directly south and east of the Seller's retained 17-acre parcel, so as to not destroy existing beaver dams and ponds, or to clear cut existing trees, and shall not build multiple dwellings on said property for a period of ten (10) years from the date of this Agreement. Furthermore, the Seller reserves and retains the right to access, enter and use the aforementioned property in the

the centerline on both sides of the roadway in order for the Buyer to access the aforementioned conveyed parcel or tract, or for other purposes which the Seller may permit by prior consent. Buyer may cross and recross the 17-acre parcel on the now existing roadway or any extension, renewal or reconstruction thereof, for said purposes. The parties understand that the existing roadway may be tilled up, and in such event, it will need to be smoothed after each tilling. In such event, the Seller will make reasonable efforts to make the roadway passable for loaded grain trucks and farm machinery or for trailing livestock. The Seller does also grant the Buyer the right to obtain water from the water tap on said 17-acre parcel. Said right of way and easement shall extend to, include, but be limited to the Buyer, heirs, assigns, successors in interest, employees, and business and invited guests. The parties shall exercise due caution in exercising their rights under this clause so as to protect and preserve the integrity of the other party's property. A party shall not allow the other party's property to be damaged, and if a party causes damage to the other party's property then the offending party shall be liable to the offended party for such damages. Said granted rights shall extend to and include crossing on foot, on animals or in vehicles, and the right to move equipment and machinery across the 17-acre parcel reserved by Seller. Additionally, Seller grants to Buyer a permanent access right and easement across a triangular piece of land (owned by Seller and not included in the property conveyed to Buyer) on the west side of the 17-acre parcel which the Seller retains, which triangular piece of land affords access to the Blackfoot River at a place where the river may be crossed by vehicles, equipment and animals. The Seller shall have no liability for any and all loss, injury, damage, suit, claim, cost or expense, which occurs to the Buyer, heirs, assigns, employees, and business and invited guests on said easements.

5. The parties agree that above rights of way and easements shall be correctly reflected, as described above, in the Warranty Deed.

6. The parties agree that time is of the essence pertaining to all requirements of this Agreement and related documents.

7. The parties agree that this Agreement shall extend to and be binding upon and shall inure to the benefit of the respective parties hereto, their successors in interest, legal representatives and assigns. However, this Comprehensive Easement Agreement, executed together with an Agreement Concerning the Sale and Purchase of Real Property, is being executed by Seller and Buyer with the understanding that upon closing and conveyance of the Property to Buyer, the Buyer shall immediately convey and transfer the Property to a third party. Upon said transfer and conveyance to a third party, by Buyer, the Buyer is immediately released by Seller from any and all obligations, duties, responsibilities, benefits and liabilities imposed by this Comprehensive Easement Agreement or the Agreement Concerning the Sale and Purchase of Real Property referred to herein, and the Transferee shall assume all such obligations, duties, responsibilities, benefits and liabilities contained in this Comprehensive Easement Agreement and the Agreement Concerning the Sale and Purchase of Real Property.

8. The parties agree that this Agreement and all documents related thereto shall be governed by and construed in accordance with the laws of the State of Idaho.

9. The parties agree that in the event it becomes necessary for either party to this Agreement or related documents to employ an attorney for the purpose of enforcing the provisions of these documents, either with or without suit, that the defaulting party agrees to pay and discharge all costs and expenses thereof including a reasonable attorney's fee.

10. This document, together with those simultaneously executed, constitutes the entire agreement between the parties and there are no covenants or agreements, express or implied, between the parties not stated herein. This agreement may not be modified or amended except for further written agreement duly executed by the parties.

IN WITNESS WHEREOF, the parties execute their signatures on the date and year as shown above.

SELLER:
WM. BART CONLIN, INC.

BUYER:
NU-WEST INDUSTRIES, INC.

By: Wm. Bart Conlin
Wm. Bart Conlin, President

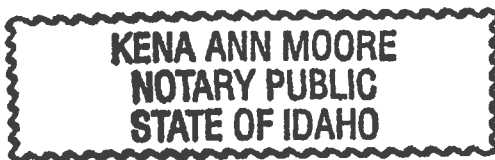
By: Charles H. Ross
Charles H. Ross, Authorized Officer

170349

THE STATE OF IDAHO)
 : ss
COUNTY OF CARIBOU)

On this 3rd day of Feb, in the year of 2004, before me the undersigned Notary Public, personally appeared Wm. Bart Conlin, personally known or identified to me to be the President of Wm. Bart Conlin, Inc., the corporation that executed the foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

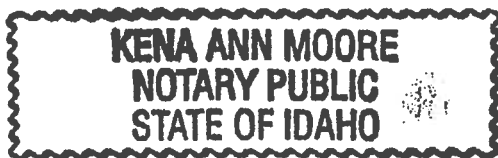


Kena Ann Moore
NOTARY PUBLIC FOR IDAHO
Residing at: Pike Springs
My Commission Expires: 8/15/09

THE STATE OF IDAHO)
 : ss
COUNTY OF CARIBOU)

On this 3rd day of Feb, in the year of 2004, before me the undersigned Notary Public, personally appeared Charles H. Ross, personally known or identified to me to be an authorized agent of the corporation that executed the foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Kena Ann Moore
NOTARY PUBLIC FOR IDAHO
Residing at: Pike Springs
My Commission Expires: 8/15/09

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SCHEDULE A

The following real property and appurtenances thereto located in Caribou County, State of Idaho:

Caribou County, Idaho:

Township 7 South, Range 42 East of the Boise Meridian:

Section 11: SE%SE%.

Section 12: SW%SW% and that part of the SE%SW% lying Westerly of an existing County Road.

ALSO, the NE%SE%SW% and W%SE%SW%, EXCEPT THEREFROM, any portion thereof lying Westerly of a County Road.

Section 13: NW%NW%, and that part of the SW%NW% lying Northerly of the Monsanto Haul Road.

ALSO, That part of the SW%NW% lying North of the Blackfoot River and North and West of the Monsanto Haul Road.

EXCEPT THEREFROM, A tract of land located in the SW%NW% of Section 13, Township 7 South, Range 42 East of the Boise Meridian, the same being all of that land lying and being North of the Southerly boundary line of the presently existing Monsanto Haul Road, and being more particularly described as follows:

Beginning at a point which is South 1350.00 feet and West 1555.95 feet from the Northeast corner of Section 13, aforesaid, and running
thence West 2261.58 feet;
thence South 24°15' East 140.76 feet;
thence South 78°10' East 283.00 feet;
thence South 85°26' East 503.30 feet;
thence South 86°26' East 288.42 feet;
thence North 81°06' East 499.45 feet;
thence North 80°08' East 499.36 feet
thence North 62°02' East 170.47 feet,
to the point of beginning.

ALSO, EXCEPT THEREFROM, A strip of land 50 feet wide and all the land between the strip of land and the existing county road and Monsanto Haul Road right of way, the centerline being more particularly described as follows:

Beginning at a point in the South line of said Section 13, which point bears West a distance of 795.33 feet from the Southeast corner of Section 13, aforesaid, and running
thence North 22°05' West 2152.87 feet to the point of spiral
of a spiral curve to the left;
thence along the arc of the spiral curve to the left, whose total central angle is 13°21' and whose degree of curvature is 4°00' a distance of 483.75 feet to the point of tangency of the spiral curve;
thence North 35°26' West 1228.42 feet, to the point of spiral of a spiral curve to the left;
thence along the arc of the spiral curve to the left, whose total central angle is 67°32'30" and whose degree of curvature 8°00' a distance of 1174.27 feet to the point

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of tangency of the spiral curve;
 thence South $77^{\circ}01'30''$ West 542.14 feet, to a point at
 which the centerline of said strip of land becomes
 parallel to the South right of way line of the Monsanto
 Haul Road;
 thence South $77^{\circ}01'30''$ West 1007.25 feet to a point in the
 West line of said Section 13, which point bears South a
 distance of 2131.25 feet from the Northwest corner of
 said Section 13.

Section 14: N%N%, and that part of the SE%NE% lying Northerly of the
 Monsanto Haul Road and North of the Blackfoot River, and
 that part of the SE%NW% lying North of the Blackfoot River.
 ALSO, the SW%, W%SE%, and that part of the SE%NW% lying
 South of the Blackfoot River.

EXCEPT THEREFROM, Beginning at a point on a fence line
 which is South 1320 feet and East 1460 feet from the
 Northeast corner of Section 14, Township 7 South, Range 42
 East of the Boise Meridian;
 thence South $52^{\circ}4'$ West 121 feet to a point which is the PC
 of a curve;
 thence South 661.58 feet on a $3^{\circ}40'$ curve right to a point
 which is the PT of said curve;
 thence South $76^{\circ}21'$ West 182.93 feet to a point which is the
 PC of a curve;
 thence 800.52 feet on a $4^{\circ}47'$ curve left to a point which is
 the PT of said curve;
 thence South $38^{\circ}05'$ West 943.08 feet to a point which is the
 PC of a curve;
 thence 860 feet on a $3^{\circ}00'$ curve right to a point on a fence
 line which is South 780 feet and East 1320 feet from the
 Northwest corner of the SE% of said Section 14.

The above and foregoing tract of land is 100 feet wide,
 being 50 feet on each side of the above described
 centerline: Beginning at a point on a fence line which is
 South 1320 feet and East 1460 feet from the Northeast corner
 of Section 14, Township 7 South, Range 42 East of the Boise
 Meridian, and running

thence in a Southerly direction along said centerline for a
 distance of 1208.82 feet;
 thence continuing in a Southerly direction along said center
 line, said tract of land is 150 feet wide, being 75 feet
 on each side of the said centerline for a linear distance
 of 2361.18 feet to a point which is South 3420 feet and
 West 1320 feet from the Northeast corner of said Section
 14.

EXCEPT THEREFROM, A right of way for a parcel of land
 extending 50 feet on each side of the following described
 centerline for a linear distance of 4660.54 feet except that
 portion starting at a point on the centerline which is North

530 feet and East 1749 feet from the Southwest corner of Section 14, Township 7 South, Range 42 East of the Boise Meridian, and following the centerline a linear distance of 2500 feet to a point on the centerline which is South 1830 feet and East 1297 feet from the Southwest corner of Section 14, where the right of way is a parcel of land extending 75 feet on each side of the following described centerline, as follows:

Beginning at a point in a fence, which is North 1821 feet and East 3900 feet from the Southwest corner of Section 14, Township 7 South, Range 42 East of the Boise Meridian; thence South $62^{\circ}38'$ West 1883.47 feet to the P.S. of a curve left; thence 679.16 feet on an $8^{\circ}00'$ curve with 200 foot spirals on each end to the P.T. of the curve; thence South $24^{\circ}18'$ West 932.30 feet to the P.S. of a curve left; thence 600.00 feet on a $4^{\circ}00'$ curve with 200 foot spirals on each end to the P.T. of the curve; thence South $8^{\circ}18'$ West 250.87 feet to the P.S. of a curve left; thence 568.96 feet on a $8^{\circ}21'$ curve with 200 foot spirals on each end to the P.T. of the curve; thence South $22^{\circ}31'$ East 264.79 feet to the P.S. of a curve right; thence 610.05 feet on a $7^{\circ}23'$ curve with 200 foot spirals on each end to the P.T. of the curve; thence South $7^{\circ}45'30''$ West 490.44 feet to the P.S. of a curve left; thence South 880.50 feet on a $3^{\circ}00'$ curve with a 200 foot spiral on the Northerly end to a point, in a fence which is South 3960 feet and East 1369.4 feet from the Southwest corner of Section 14.

ALSO, EXCEPT THEREFROM, A parcel of land which embraces (as hereinafter more particularly set out) land on the Westerly side and land on the Easterly side of the following survey line:

Beginning at a point on the East line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 7 South, Range 42 East of the Boise Meridian, which point is North 1821 feet and East 3960 feet from the Southwest corner of said Section 14 (such point of commencement being referred to as Survey Station 1); thence South $62^{\circ}38'$ West 1883.47 feet to the point of spiral of a curve left (such point being referred to as Survey Station 2); thence 679.16 feet on a $8^{\circ}00'$ curve having a 200 foot spirals on each end to the point of tangency of said curve (such point being referred to as Survey Station 3); thence South $24^{\circ}18'$ West 932.30 feet to the point of spirals of a curve left (said point being referred to as Survey

Station 4);
thence 600 feet on a 4°00' curve having 200 foot spirals at each end of the point of tangency of said curve (said point being referred to as Survey Station 5);
thence South 8°18' West 250.87 feet to the point of spirals of a curve left (said point being referred to as Survey Station 6);
thence 568.96 feet on a 8°21' curve having 200 foot spirals on each end to the point of tangency of said curve (said point being referred to as Survey Station 7);
thence South 22°31' East 264.79 feet to the point of spiral of a curve right (said point being referred to a Survey Station 8);
thence 610.05 feet on a 7°23' curve having a 200 foot spirals on each end to the point of tangency of the curve (said point being referred to as Survey Station 9);
thence South 7°45'30" West 490.44 feet to the point of spiral of a curve left (said point being referred to a Survey Station 10);
thence 880.50 feet on a 3°00' curve having a 200 foot spiral on the Northerly end to a point on the South line of the NE½SW¼ of Section 23, Township 7 South, Range 42 East of the Boise Meridian (which point is referred to as Survey Station 11), and which is 3960 feet South and 1369.4 feet East from the Southwest corner of Section 14 of said Township.

The linear distance of said survey line from point of commencement (Survey Station 1) to point of termination (Survey Station 11) is 7160.54 feet and the width of the hereby conveyed parcel and its position with respect to said survey line is as follows:

Between Survey Station 1 and a point on said survey line 224.53 feet Southerly from Survey Station 2, the hereby conveyed parcel is 120 feet in width, with 50 feet thereof on the Westerly side and 70 feet thereof on the Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 446.37 feet Southerly from Survey Station 3, the hereby conveyed parcel is 165 feet in width, with 75 feet thereof on the Westerly side and 90 feet thereof on the Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 14.37 feet Southerly from Survey Station 3, the hereby conveyed parcel is 140 feet in width, with 50 feet thereof on the Westerly side and 90 feet thereof on the Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 114.07 feet Southerly from Survey Station 4, the hereby conveyed parcel is 150 feet in width, with 75 feet thereof on the Westerly side and 75 feet thereof on the

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Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 514.07 feet Southerly from Survey Station 4, the hereby conveyed parcel is 165 feet in width, with 75 feet thereof on the Westerly side and 90 feet thereof on the Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 44.24 feet Southerly from Survey Station 7, the hereby conveyed parcel is 150 feet in width, with 75 feet thereof on the Westerly side and 75 feet thereof on the Easterly side of said survey line;

Between said last mentioned point and a point on said survey line 480.50 feet Southerly from Survey Station 10, the hereby conveyed parcel is 120 feet in width, with 50 feet thereof on the Westerly side and 70 feet thereof on the Easterly side of said survey line; and

Between said last mentioned point and a point Southerly along said survey line to Survey Station 11, the point of termination, the hereby conveyed parcel is 140 feet in width, with 50 feet thereof on the Westerly side and 90 feet thereof on the Easterly side of said survey line.

Section 15: N%NE%, SW%NE%, NW%SE%, E%W%.

Section 22: N%NE%, EXCEPT THEREFROM, a tract of land located in the NE%NE%, being known as The Doull Park, more particularly described as follows:

Commencing at the Southeast corner of Section 22, Township 7 South, Range 42 East of the Boise Meridian, said corner being marked by a 3" General Land Office Brass Cap Monument as witnessed by that corner perpetuation and filing recorded document recorded in the official records of Caribou County, Idaho, as instrument No. 136740, the same being South 89°56'26" East a distance of 5210.87 feet from the Southwest corner of said Section 22, basis of bearing: thence North 16°50'38" West for a distance of 4749.86 feet to a point on the Mean High Water line of the left bank of the Blackfoot River, the same being South 66°13'32" West a distance of 15.11 feet from a 5/8" rebar with 2" Aluminum cap tagged, "GVS, LS 9169" a witness monument to said mean high water line, the TRUE POINT OF BEGINNING;

thence through the lands of Bart Conlin as recorded in the official records of Caribou County as Warranty Deed Instrument No. 125832 the following two (2) courses;

- (1) Thence North 66°13'32" East for a distance of 765.96 feet;
- (2) Thence North 57°12'09" East for a distance of 350.88 feet to a point on the Mean Highway Water Line of the left bank of the Blackfoot River, the same being North 57°12'09" East a distance of 14.91 feet from a 5/8" rebar with 2" Aluminum cap tagged, "GVS, LS 9169" a witness monument to said mean high water line;

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thence along said Mean High Water Line of the Blackfoot River for the following six (6) courses;

- (1) Thence South 30°54'27" East for a distance of 412.02 feet;
- (2) Thence South 22°58'53" East for a distance of 391.17 feet;
- (3) Thence South 19°56'10" West for a distance of 359.50 feet;
- (4) Thence North 81°51'17" West for a distance of 284.73 feet;
- (5) Thence North 63°35'29" West for a distance of 499.40 feet;
- (6) Thence North 60°16'55" West for a distance of 585.56 feet, to the True Point of Beginning.

Section 23: W½NE¼, NW¼, N½SW¼, SE¼. EXCEPT THEREFROM, Two parcels of land which embrace (as hereinafter more particularly set out) land adjoining Westerly the Westerly sideline of that particularly described parcel or tract of land conveyed by said grantors to said grantee on the third day of April, 1965, in a Warranty Deed identified as Microfilm No. 54100 in the Records of Caribou County, State of Idaho. Parcel 1 (20 Foot Strip at Underpass)

A strip of land situated in the N½NW¼ of Section 23, Township 7 South, Range 42 East, Boise Meridian, adjoining Westerly the Westerly boundary line of a parcel or tract of land as conveyed by said Grantors to said Grantee by Warranty Deed on the third day of April, 1965, and identified as Microfilm No. 54100 in the Records of Caribou County, State of Idaho.

Said strip of land is described as being 1000.0 feet long and 20.0 feet wide, except for the 100.0 feet on each end that tapers from 0.0 feet wide on the terminal ends to 20.0 feet wide at a distance of 100.0 feet in from said terminal ends and is subtended by a certain (hereinafter to be described) portion of the survey line described in said Warranty Deed as being situated between a point 896.37 feet South 24°18' West from Survey Station 3 and a point 113.20 feet Southerly on the arc of a spiral from Survey Station 6 referred to in said Warranty Deed.

Said certain portion of said survey line is described as follows to-wit:

Beginning at a point North 1821 feet East 3960 feet (such point being referred to as Survey Station 1) South 62°38' West 1883.47 feet to a point of spiral of a curve left (such point being referred to as Survey Station 2), Southerly 679.16 feet on a 8°00' curve having 200 foot spirals on each end to the point of tangency of said curve (such point being referred to as Survey Station 3), and South 24°18' West 896.37 feet from the Southwest corner of Section 14, which is the Northwest corner of said Section

23;
thence South 24°18' West 35.93 feet to a point of spiral of
a curve left (said point being referred to as Survey
Station 4);
thence Southerly 600 feet on a 4°00' curve having 200 foot
spirals at each end to the point of tangency of said
curve (said point being referred to as Survey Station 5);
thence South 8°18' West 250.87 feet to the point of spiral of
a curve left (said point being referred to as Survey
Station 6);
thence Southerly 113.20 feet along the arc of said last
mention spiral.
Parcel 2 (Southern Corner Parcel)

A parcel of land situated in the NW¼SW¼ of Section 23,
Township 7 South, Range 42 East, Boise Meridian, adjoining
Westerly the Westerly sideline, which is 50.0 feet radially
distant Westerly from the survey line of a parcel or tract
of land more particularly described in a Warranty Deed
conveyed by said grantor to said grantee on the third day
of April, 1965, and is identified as Microfilm No. 54100 in
the Records of Caribou County, State of Idaho. Said parcel
of land is described as follows, to-wit:

Beginning at the intersection of said above mentioned
Westerly sideline and the Southerly boundary line of said
grantors land which point is South 3960 feet East 1369.4
feet (to a point referred to in said above mentioned
Warranty Deed as Survey Station 11), and West 51 feet, more
or less, from the Southwest corner of Section 14, which
is the Northwest corner of said Section 23;
thence West 56.0 feet along said South boundary line;
thence Northerly 390 feet, more or less, along a straight
line to the intersection of said Westerly sideline at a
point 390.0 feet Northerly from said point of beginning;
thence Southerly along said Westerly existing sideline 390.0
feet to the point of beginning.