

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
MAY 11 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.

RECEIVED
MAY 18 2012
Department of Water Resources
Eastern Region

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
13-4203	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Lois and Evan M Kackley
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Sagebrush Steppe Regional Land Trust, Inc.
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or
PO Box 1404
Mailing address
Pocatello ID 83204
City State ZIP
208-844-0806 sally@sagebrushlandtrust.org
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: _____

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - ☒ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.

7. Signature: [Signature] President May 04, 2012
Signature of new owner/claimant Title, if applicable Date

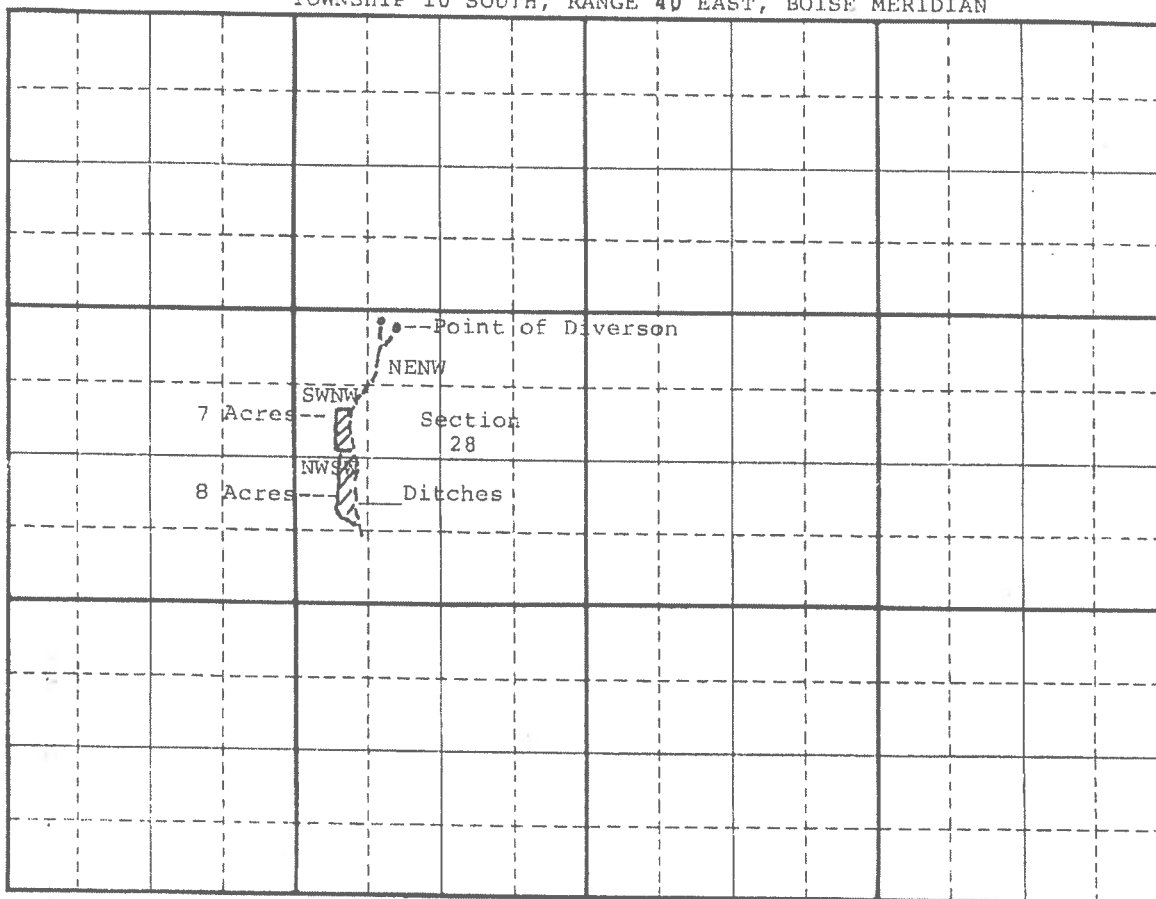
Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 5/18/2012 Receipt No. E0376919 Receipt Amt. \$25.00
Approved by [Signature] Processed by [Signature] Date 5/24/2012

18) Remarks Certificate No. 273 (Patent) issued to Edward J. Turner of Oneida County, Idaho Territory April 10, 1884, for properties involved attached.

TOWNSHIP 10 SOUTH, RANGE 40 EAST, BOISE MERIDIAN



Scale: 2 inches equal 1 mile.

• = Point of diversion

--- = Ditches

▨ = Place of Use

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho

County of Minidoka

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Edward J. Turner
(Claimant)

Leila Kackley
(Claimant)

Sworn to before me this 15th day of April, 1982.

Notary Public

Residing at

Payson, Idaho

My commission expires

life

FOR DEPARTMENT USE ONLY
Received by EW Date 6-22-82
Prelim. check by HWT Date 7-15-82
\$20.00 fee received by EW Date 7-15-82
Published in Caribou County Sun
Dates 7-29-82 to 8-5-82

Exception filed by:

Forwarded to
claimant by:

Date

WARRANTY DEED

For Value Received

Gilbert Farms LLC., the grantor of Grace, Idaho, does hereby grant, bargain, sell and convey unto

Sagebrush Steepe Regional Land Trust, Inc., of P.O. Box 1404, Pocatello, Idaho 83204,

the grantee, the following described premises, to-wit:

Caribou County, Idaho:

Township 10 South, Range 40 East of the Boise Meridian:

Section 28: A tract of land situate in the E~~X~~NW~~1~~/~~4~~, SW~~1~~NW~~1~~/~~4~~,
and 33: E~~X~~SW~~1~~/~~4~~ and the NW~~1~~SW~~1~~/~~4~~ of said Section 28, and in the
E~~X~~NW~~1~~/~~4~~ and SW~~1~~NE~~1~~/~~4~~ of said Section 33, more particularly described as follows:

Beginning on the North line of Section 28, Township 10 South, Range 40 East of the Boise Meridian, at a point South 87°53' East 497.6 feet from the Northwest corner of the NE~~X~~NW~~1~~/~~4~~ of said Section 28, and running thence South 87°53' East 283.64 feet to the intersection with an existing fence line;

thence following and running Southerly along said fence line the following thirteen (13) courses:

1. South 33°28'58" West 137.7 feet;
2. thence South 24°13'33" West 277.9 feet;
3. thence South 19°43'38" West 308.3 feet;
4. thence South 35°07'10" West 333.4 feet;
5. thence South 07°10'03" East 695.1 feet;
6. thence South 07°44'05" East 292.7 feet;
7. thence South 16°03'23" East 706.5 feet;
8. thence South 15°50'13" East 300.4 feet;
9. thence South 03°51'31" East 553.7 feet;
10. thence South 02°01'17" East 439.0 feet;
11. thence South 02°08'40" East 241.9 feet;
12. thence South 01°59'40" East 330.3 feet;
13. thence South 03°18'05" East 174.8 feet;

thence leaving said fence to accommodate for the wheel line of an agricultural watering system, the following three (3) courses:

1. South 87°49'19" West 61.0 feet;
2. thence South 02°10'41" East 844.7 feet; and

3. thence North 87°49'19" East 61.0 feet to the intersection with said fence line;
thence continuing to follow and running Southerly along said fence line the following four (4) courses:
1. South 02°19'29" East 496.5 feet;
2. thence South 02°08'03" East 115.8 feet;
3. thence South 28°22'07" East 656.0 feet;
4. thence South 10°28'47" East 350.6 feet;
to a large fence post;
thence North 89°10'05" West 687.0 feet to the Westerly boundary line of the Grantor's land;
thence along said Westerly boundary line North 01°13' East 993.0 feet;
thence North 89°00' West 222.7 feet (233.5 feet by deed);
thence North 24°58' West 275.1 feet;
thence North 14°06' East 528.2 feet;
thence North 75°54' West 209.0 feet;
thence North 13°55' East 398.3 feet;
thence North 11°07' West 836.1 feet;
thence North 16°45' West 751.9 feet;
thence North 05°51' East 778.5 feet;
thence North 10°38' West 1207.3 feet;
thence South 89°53' East 257.1 feet;
thence North 01°39' East 580.1 feet;
thence North 43°58' East 680.5 feet;
thence North 10°18' East 232.0 feet,
to the Point of Beginning.

ALSO, Those portions of the ~~SW~~~~NW~~ and the ~~NW~~~~SW~~ of Section 28, Township 10 South, Range 40 East of the Boise Meridian, lying Westerly of the following described property:

A strip of land 200 feet wide, being 100 feet on each side of a center line described as follows:

Beginning at a point on the Southern boundary line of said Section 28, said point being North 89°0' West 3836.6 feet from the Southeast corner of said Section 28, and running
thence North 13°55' East 543 feet;
thence North 11°07' West 809 feet;
thence North 16°45' West 767 feet;
thence North 5°51' East 784 feet;
thence North 10°38' West 1206 feet, to the South line of the ~~N~~~~NW~~ of said Section 28, which is the Point of Ending.

TOGETHER WITH all water rights, specifically including, but not limited to Water Right No. 13-4203 for 0.3 cfs.

TOGETHER WITH an access easement to the east portion of the property from an existing road for the purposes of routine stewardship of the property.

it's successors and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever.

GILBERT FARMS, L.L.C.

By: Richard W. Gilbert
RICHARD W. GILBERT, Manager

STATE OF IDAHO)
 : ss.
County of Caribou)

On this 1st day of November, 2006, before me the undersigned, a notary public in and for said County and State, personally appeared Richard W. Gilbert, known or identified to me to be the manager of Gilbert Farms, L.L.C., and the manager who subscribed said limited liability name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

KENA ANN MOORE
NOTARY PUBLIC
STATE OF IDAHO

Kena Ann Moore
NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: Soda Springs, Idaho
My commission expires: 7/18/09

This Deed is being re-recorded to correct an error in the legal description of Tract C set forth in Instrument Nos. 141524 and 143254.

CORRECTED
WARRANTY DEED

For Value Received Evan M. Kackley and Lois Kackley, husband and wife, hereinafter referred to as "Grantor", whether one or more, does hereby grant, bargain, sell and convey unto Evan Kackley and Lois Kackley, Co-Trustees of the Evan and Lois Kackley Trust, u/i/d June 13, 1991, hereinafter referred to as Grantee, whether one or more, whose current address is 2323 Ellis Avenue, Boise, Idaho 83701, the following described premises, in Caribou County, Idaho, to wit:

Tract A (Wood-Vias Ranch):

All of Section 31, Township Five (5) South, Range 44 E.B.M. Lot Four (4) (SW $\frac{1}{4}$ SW $\frac{1}{4}$), Section 32, Township Five (5) South Range 44 E.B.M.

Tract B (Hansen Ranch):

SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ Section Nineteen (19); E $\frac{1}{2}$ NW $\frac{1}{4}$ Section 30, Township Five (5) South, Range 44 E.B.M.

Tract C (Huff-Gravel Creek):

Section 35, Township Five (5) South, Range 43 E.B.M.

S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$
SE $\frac{1}{4}$ NW $\frac{1}{4}$
NE $\frac{1}{4}$ SW $\frac{1}{4}$
W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$
W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$

160118 STATE OF IDAHO

County of Caribou
Date: October 18, 1999
Time: 10:15 A.M.
Official Records
Recorder: Edie Izatt
Deputy: Mary Avery
Fee: 12.00

WARRANTY DEED - Page 1
dsc kackly03.012

STATE OF IDAHO } ss
County of Caribou

141524

I hereby certify that this instrument was filed at the request of Thomas J. Holmes
at 9:00 o'clock AM on this 18 day of June, 1999 in my office and duly
recorded in Microfilm Records
Rebecca A. Jenkins

Ex-Officio Recorder

Deputy
Ruth Avery

Tract D (Grace Ranch):

Township Ten (10) South, Range 40 E.B.M.:

Section 21: Beginning at a point 2336 feet South 87°53' East from the Southwest corner of said Section 21, which point is on the Eastern boundary of Utah Power & Light Company right of way; and running thence North 535 feet; thence North 12°48' West 800 feet; thence North 10°12' West 568.3 feet; thence North 46°55' East 1202.6 feet to a point South 89°03' East 1268.7 feet from the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence South 89°03' East 981.3 feet, more or less, to the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$; thence South 0°51'43" East 2739.9 feet, more or less, to the Southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence North 87°53' West 1624 feet along the South line of Section 21, to the point of beginning.

The above description is further described as all that portion of the E $\frac{1}{4}$ SW $\frac{1}{4}$ and the W $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 21 lying Easterly of the Easterly boundary line of the Utah Power & Light Company right of way line as presently located.

Section 28: W $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

Section 33: NE $\frac{1}{4}$, E $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT THEREFROM, the following tracts of land from said Sections 28 and 33:

1. A strip of land 200 feet wide being 100 feet on each side of a center line described as follows,

Beginning at a point on the Southern boundary line of said Section 28, said point being North 89°0' West 3836.6 feet from the Southeast corner of said Section 28, and running thence North 13°55' East 543 feet; thence North 11°07' West 809 feet; thence North 16°45' West 767 feet; thence North 5°51' East 784 feet; thence North 10°38' West 1206 feet, to the South line of the N $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 28, which is the point of ending.

2. Beginning at a point 90.8 feet North and 3932 feet West from the Southeast corner of said Section 28, said point being on the West line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, and running thence North 13°55' East 520.8 feet; thence North 11°07' West 557.8 feet to the West line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$; thence South 1°03' West along the West line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ 1060 feet, to the point of beginning.

3. Beginning at a point which is South 89°00' East 1311.0 feet and South 52°54' East 209.33 feet from the Northwest corner of said Section 33 and running thence South 24°47' East 332.94 feet; thence North 14°06' East 528.20 feet; thence North 75°54' West 209.0 feet; thence South 14°06' West 270.0 feet, to the point of beginning.

4. Beginning at a point North 89°0' West 3933 feet from the Northeast corner of said Section 33, and running thence South 1°13' West 2010 feet along the West boundary of the E $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 33; thence South 89°0' East 670 feet; thence North 1°13' East 1340 feet; thence North 89°0' West 233.5 feet; thence North 24°58' West 614 feet; thence North 13°55' East 121 feet; thence North 89°0' West 192.2 feet, to the point of beginning.

5. Beginning at the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 28, which corner is marked "C-2", and running thence South 87°53' East 497.6 feet; thence South 10°18' West 232.0 feet; thence South 43°58' West 680.5 feet; thence North 1°39' East 738.2 feet, to the point of beginning.

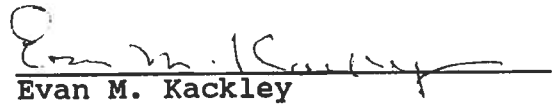
6. Except therefrom any portion thereof lying within the right of way of county roads as presently located.

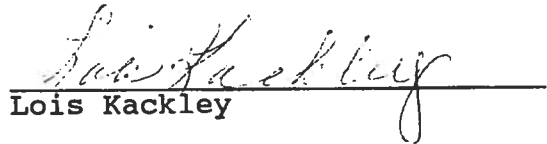
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's heirs and

160118 141524

assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all incumbrances and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 13th day of June, 1991.

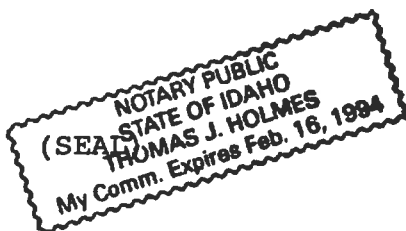

Evan M. Kackley


Lois Kackley

STATE OF IDAHO)
 :SS
County of Bannock)

On this 13th day of June, 1991, before me, the undersigned Notary Public, in and for said State, personally appeared Evan M. Kackley and Lois Kackley, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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




NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: _____

Thomas J. Holmes
JONES, CHARTERED
Attorneys at Law
P. O. Box 967
415 S. Arthur
Pocatello, Idaho 83204
(208) 232-5911
ISB#2449

STATE OF IDAHO } ss 160636
County of Caribou }

I hereby certify that this instrument was filed at the request
of Thomas J. Holmes
at 10:05 o'clock A m this 11 day of
January, 2000 in my office and duly
recorded official Records

Recorder Edie Izatt

Denise Ramsey
Signature

Deputy 1800

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CARIBOU

In the Matter of the Estate of

Evan M Kackley,

Deceased.

In the Matter of the Evan and Lois Kackley
Revocable Trust
under instrument dated June 13, 1991

) Case No.

) IRREVOCABLE
) RENUNCIATION OF INTEREST
) (I.C. 15-2-801)

The undersigned ("Disclaiming Party") Lois Kackley, individually and as Trustee of Trust
A under the Evan and Lois Kackley Revocable Trust u/i/d June 13, 1991, states and represents:

1. Disclaiming Party, as surviving spouse of decedent, makes this renunciation.
2. The Evan and Lois Kackley Revocable Trust proposes to put \$650,000 of value of the
real estate described on Exhibit "A" into Trust B of the Evan and Lois Kackley Revocable Trust
and the balance of all other assets including the balance of the real estate described on Exhibit "A"

in to Trust A of the Evan and Lois Kackley Revocable Trust.

3. Disclaiming Party does hereby irrevocably and without limitation renounce any right Disclaiming Party has to that portion of the real estate described on Exhibit A that would pass to Trust A of the Evan and Lois Kackley Revocable Trust.

4. Disclaiming Party further renounces the right to serve as Trustee of Trust B of the Evan and Lois Kackley Revocable Trust. Pursuant to Article 5.1 of the Evan and Lois Kackley Revocable Trust, Alvin Kackley shall serve as successor Trustee.

5. Disclaiming party further disclaims the right to receive any income or principal distributions from Trust B of the Evan and Lois Kackley Revocable Trust.

6. With respect to the property or interest in property being renounced by this document:

A. No assignment, conveyance, encumbrance, pledge or transfer of the property or interest in the property has previously been made by the undersigned;

B. No written waiver of the right to renounce has been given by the undersigned previously;

C. The undersigned has not accepted the property or any interest in the property or benefit thereunder; and,

D. No sale of the property or interest in the property under judicial sale has been made.

7. The undersigned does release and discharge the personal representative of decedent's estate, if one should be appointed, as well as the estate, the Evan and Lois Kackley Revocable Trust, and any successor Trustee of said trust from any and all claim and liability in connection

with the property or interest in the property being renounced hereunder.

8. The undersigned is under no duress or undue influence to execute this renunciation and is freely giving this renunciation out of the undersigned's own desire.

9. The Evan and Lois Kackley Revocable Trust under instrument dated June 13, 1991 is the same Trust referred to as the Evan and Lois Kackley Trust in that certain warranty deed recorded as instrument number 141524 and rerecorded as instrument number 160118 in the records of Caribou County, Idaho

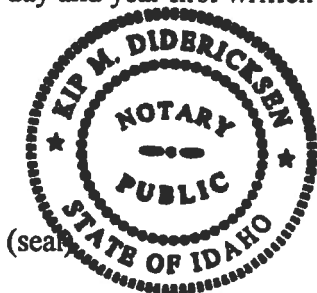
DATED this 10 day of December, 1999.

Lois Kackley
Lois Kackley, individually and as Trustee
Of Trust A of the Evan and Lois Kackley
Revocable Trust u/i/d June 13, 1991

STATE OF IDAHO)
)SS
County of Ada)

On this 10th day of December, 1999, before me, the undersigned Notary Public, in and for said State, personally appeared Lois Kackley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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



Kip M. Didericksen
NOTARY PUBLIC-STATE OF IDAHO
Commission Expires: 3-27-2004

Caribou County, Idaho, to wit:

Tract A (Wood-Vias Ranch):

All of Section 31, Township Five (5) South, Range 44 E.B.M.
Lot Four (4) (SW $\frac{1}{4}$ SW $\frac{1}{4}$), Section 32, Township Five (5) South
Range 44 E.B.M.

Tract B (Hansen Ranch):

SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ Section Nineteen (19); E $\frac{1}{2}$ NW $\frac{1}{4}$
Section 30, Township Five (5) South, Range 44 E.B.M.

Tract C (Huff-Gravel Creek):

Section 35, Township Five (5) South, Range 43 E.B.M.

S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$
SE $\frac{1}{4}$ NW $\frac{1}{4}$
NE $\frac{1}{4}$ SW $\frac{1}{4}$
W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$
W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$

Tract D (Grace Ranch):

Township Ten (10) South, Range 40 E.B.M.:

Section 21: Beginning at a point 2336 feet South 87°53'
East from the Southwest corner of said
Section 21, which point is on the Eastern
boundary of Utah Power & Light Company right
of way; and running
thence North 535 feet;
thence North 12°48' West 800 feet;
thence North 10°12' West 568.3 feet;
thence North 46°55' East 1202.6 feet to a
point South 89°03' East 1268.7 feet from
the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$;
thence South 89°03' East 981.3 feet, more or
less, to the Northeast corner of the
NW $\frac{1}{4}$ SE $\frac{1}{4}$;
thence South 0°51'43" East 2739.9 feet, more
or less, to the Southeast corner of the
SW $\frac{1}{4}$ SE $\frac{1}{4}$;
thence North 87°53' West 1624 feet along the
South line of Section 21, to the point
of beginning.

The above description is further described as
all that portion of the E $\frac{1}{2}$ SW $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$
of said Section 21 lying Easterly of the
Easterly boundary line of the Utah Power &
Light Company right of way line as presently
located.

Section 28: $W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$.

Section 33: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, EXCEPT THEREFROM, the following tracts of land from said Sections 28 and 33:

1. A strip of land 200 feet wide being 100 feet on each side of a center line described as follows,

Beginning at a point on the Southern boundary line of said Section 28, said point being North $89^{\circ}0'$ West 3836.6 feet from the Southeast corner of said Section 28, and running

thence North $13^{\circ}55'$ East 543 feet;
thence North $11^{\circ}07'$ West 809 feet;
thence North $16^{\circ}45'$ West 767 feet;
thence North $5^{\circ}51'$ East 784 feet;
thence North $10^{\circ}38'$ West 1206 feet, to the South line of the $N\frac{1}{2}NW\frac{1}{4}$ of said Section 28, which is the point of ending.

2. Beginning at a point 90.8 feet North and 3932 feet West from the Southeast corner of said Section 28, said point being on the West line of said $SE\frac{1}{4}SW\frac{1}{4}$, and running

thence North $13^{\circ}55'$ East 520.8 feet;
thence North $11^{\circ}07'$ West 557.8 feet to the West line of said $SE\frac{1}{4}SW\frac{1}{4}$;
thence South $1^{\circ}03'$ West along the West line of said $SE\frac{1}{4}SW\frac{1}{4}$ 1060 feet, to the point of beginning.

3. Beginning at a point which is South $89^{\circ}00'$ East 1311.0 feet and South $52^{\circ}54'$ East 209.33 feet from the Northwest corner of said Section 33 and running

thence South $24^{\circ}47'$ East 332.94 feet;
thence North $14^{\circ}06'$ East 528.20 feet;
thence North $75^{\circ}54'$ West 209.0 feet;
thence South $14^{\circ}06'$ West 270.0 feet, to the point of beginning.

4. Beginning at a point North $89^{\circ}0'$ West 3933 feet from the Northeast corner of said Section 33, and running

thence South $1^{\circ}13'$ West 2010 feet along the West boundary of the $E\frac{1}{2}NW\frac{1}{4}$ of said Section 33;

thence South $89^{\circ}0'$ East 670 feet;
thence North $1^{\circ}13'$ East 1340 feet;
thence North $89^{\circ}0'$ West 233.5 feet;
thence North $24^{\circ}58'$ West 614 feet;

160636

thence North 13°55' East 121 feet;
thence North 89°0' West 192.2 feet, to the
point of beginning.

5. Beginning at the Northwest corner of the
NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 28, which corner is
marked "C-2", and running
thence South 87°53' East 497.6 feet;
thence South 10°18' West 232.0 feet;
thence South 43°58' West 680.5 feet;
thence North 1°39' East 738.2 feet, to the
point of beginning.

6. Except therefrom any portion thereof
lying within the right of way of county roads
as presently located.

160888

STATE OF IDAHO

County of Caribou

Date: Feb 16, 2000

Time: 11:30 AM

Official Records

Recorder: Edie Izatt

Deputy: Denise Hershey

Fee: 12.00

WARRANTY DEED

FOR VALUE RECEIVED Lois L. Kackley, a single woman, hereinafter referred to as "Grantor", whether one or more, does hereby grant, bargain, sell and convey unto Alvin Kackley and Ellis N. Kackley, as tenants in common and not as joint tenants, hereinafter referred to as Grantee, whether one or more, whose current address is P.O. Box 12461, Tucson, Arizona 85732, the following described premises, in Caribou County, Idaho, to wit:

See Exhibit "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all incumbrances and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 9th day of February, 2000.

Lois L. Kackley
Lois L. Kackley

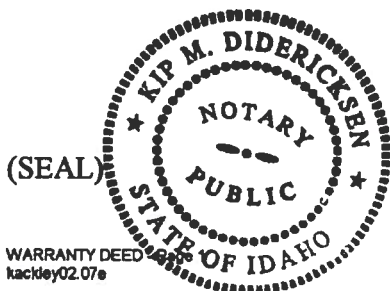
STATE OF IDAHO)

:SS

County of Ada)

On this 9 day of February, 2000 before me, the undersigned Notary Public, in and for said State, personally appeared Lois L. Kackley, a single woman, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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



Kip M. Didericksen
NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: 3-27-2004

160888

~~160636~~

Caribou County, Idaho, to wit:

Tract A (Wood-Vias Ranch):

All of Section 31, Township Five (5) South, Range 44 E.B.M.
Lot Four (4) (SW $\frac{1}{4}$ SW $\frac{1}{4}$), Section 32, Township Five (5) South
Range 44 E.B.M.

Tract B (Hansen Ranch):

SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ Section Nineteen (19); E $\frac{1}{2}$ NW $\frac{1}{4}$
Section 30, Township Five (5) South, Range 44 E.B.M.

Tract C (Huff-Gravel Creek):

Section 35, Township Five (5) South, Range 43 E.B.M.

S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$
SE $\frac{1}{4}$ NW $\frac{1}{4}$
NE $\frac{1}{4}$ SW $\frac{1}{4}$
W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$
W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$

Tract D (Grace Ranch):

Township Ten (10) South, Range 40 E.B.M.:

Section 21: Beginning at a point 2336 feet South 87°53'
East from the Southwest corner of said
Section 21, which point is on the Eastern
boundary of Utah Power & Light Company right
of way; and running
thence North 535 feet;
thence North 12°48' West 800 feet;
thence North 10°12' West 568.3 feet;
thence North 46°55' East 1202.6 feet to a
point South 89°03' East 1268.7 feet from
the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$;
thence South 89°03' East 981.3 feet, more or
less, to the Northeast corner of the
NW $\frac{1}{4}$ SE $\frac{1}{4}$;
thence South 0°51'43" East 2739.9 feet, more
or less, to the Southeast corner of the
SW $\frac{1}{4}$ SE $\frac{1}{4}$;
thence North 87°53' West 1624 feet along the
South line of Section 21, to the point
of beginning.

The above description is further described as
all that portion of the E $\frac{1}{2}$ SW $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$
of said Section 21 lying Easterly of the
Easterly boundary line of the Utah Power &
Light Company right of way line as presently
located.

160888

~~160636~~

Section 28: $W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$.

Section 33: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, EXCEPT THEREFROM, the following tracts of land from said Sections 28 and 33:

1. A strip of land 200 feet wide being 100 feet on each side of a center line described as follows,

Beginning at a point on the Southern boundary line of said Section 28, said point being North $89^{\circ}0'$ West 3836.6 feet from the Southeast corner of said Section 28, and running

thence North $13^{\circ}55'$ East 543 feet;

thence North $11^{\circ}07'$ West 809 feet;

thence North $16^{\circ}45'$ West 767 feet;

thence North $5^{\circ}51'$ East 784 feet;

thence North $10^{\circ}38'$ West 1206 feet, to the

South line of the $N\frac{1}{2}NW\frac{1}{4}$ of said Section 28, which is the point of ending.

2. Beginning at a point 90.8 feet North and 3932 feet West from the Southeast corner of said Section 28, said point being on the West line of said $SE\frac{1}{4}SW\frac{1}{4}$, and running

thence North $13^{\circ}55'$ East 520.8 feet;

thence North $11^{\circ}07'$ West 557.8 feet to the

West line of said $SE\frac{1}{4}SW\frac{1}{4}$;

thence South $1^{\circ}03'$ West along the West line of said $SE\frac{1}{4}SW\frac{1}{4}$ 1060 feet, to the point of beginning.

3. Beginning at a point which is South $89^{\circ}00'$ East 1311.0 feet and South $52^{\circ}54'$ East 209.33 feet from the Northwest corner of said Section 33 and running

thence South $24^{\circ}47'$ East 332.94 feet;

thence North $14^{\circ}06'$ East 528.20 feet;

thence North $75^{\circ}54'$ West 209.0 feet;

thence South $14^{\circ}06'$ West 270.0 feet, to the point of beginning.

4. Beginning at a point North $89^{\circ}0'$ West 3933 feet from the Northeast corner of said Section 33, and running

thence South $1^{\circ}13'$ West 2010 feet along the West boundary of the $E\frac{1}{2}NW\frac{1}{4}$ of said Section 33;

thence South $89^{\circ}0'$ East 670 feet;

thence North $1^{\circ}13'$ East 1340 feet;

thence North $89^{\circ}0'$ West 233.5 feet;

thence North $24^{\circ}58'$ West 614 feet;

160888

~~160636~~

thence North $13^{\circ}55'$ East 121 feet;
thence North $89^{\circ}0'$ West 192.2 feet, to the
point of beginning.

5. Beginning at the Northwest corner of the
 $NE\frac{1}{4}NW\frac{1}{4}$ of said Section 28, which corner is
marked "C-2", and running
thence South $87^{\circ}53'$ East 497.6 feet;
thence South $10^{\circ}18'$ West 232.0 feet;
thence South $43^{\circ}58'$ West 680.5 feet;
thence North $1^{\circ}39'$ East 738.2 feet, to the
point of beginning.

6. Except therefrom any portion thereof
lying within the right of way of county roads
as presently located.

161838

WARRANTY DEED

FOR VALUE RECEIVED and pursuant to the Irrevocable Renunciation of Interest recorded as instrument number 160636 in the records of Caribou County, Idaho, LOIS L. KACKLEY, successor Trustee of the Evan and Lois Kackley Revocable Trust u/i/d June 13, 1991, and ALVIN KACKLEY, Trustee of Trust B of the Evan and Lois Kackley Revocable Trust u/i/d June 13, 1991, hereinafter referred to as "Grantor", whether one or more, does hereby grant, bargain, sell and convey unto Alvin Kackley and Ellis N. Kackley, as tenants in common and not as joint tenants, hereinafter referred to as Grantee, whether one or more, whose current address is P.O. Box 12461, Tucson, Arizona 85732, the following described premises, in Caribou County, Idaho, to wit:

See Exhibit "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all incumbrances and that Grantor will warrant and defend the same from all lawful claims whatsoever.

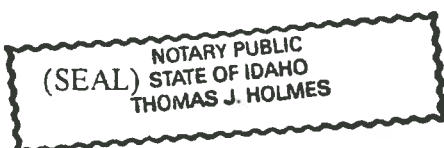
DATED this 26 day of ^{July}~~February~~, 2000.

Lois Kackley
Lois L. Kackley, Trustee of the Evan and
Lois Kackley Revocable Trust u/i/d June 13, 1991

STATE OF IDAHO)
Bonneville :SS
County of Ada)

On this 26 day of February, 2000 before me, the undersigned Notary Public, in and for said State, personally appeared Lois L. Kackley, Trustee of the Evan and Lois Kackley Revocable Trust u/i/d June 13, 1991, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Trustee.

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



[Signature]
NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: 2-16-2006

161838

Dated: 7/22/00, 2000.

Alvin Kackley
Alvin Kackley, Trustee of Trust B of the Evan and
Lois Kackley Revocable Trust u/i/d June 13, 1991

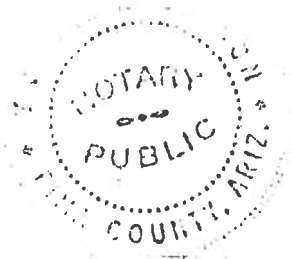
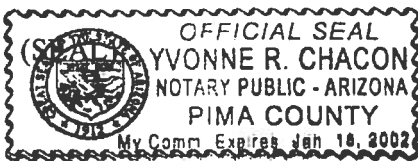
STATE OF ARIZONA)

County of Pima :SS

On this 22nd day of July, 2000 before me, the undersigned Notary Public, in and for
said State, personally appeared Alvin Kackley, Trustee of Trust B of the Evan and Lois Kackley
Revocable Trust u/i/d June 13, 1991, known to me to be the person whose name is subscribed to
the within instrument and acknowledged to me that he executed the same in his capacity as
Trustee.

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

Yvonne R. Chacon
NOTARY PUBLIC - STATE OF ARIZONA
My Commission expires: 1/15/02



STATE OF IDAHO }
County of Carbon } ss

I hereby certify that this instrument was filed at the request
of Carbon Title

at 11:10 o'clock A m this 28 day of
July, 2000 in my office and duly
recorded Official Records

Recorder Edie Pratt

Edie Pratt
Signature

15⁰⁰
Deputy Pa

161838

EXHIBIT A

~~160888~~

~~160636~~

Caribou County, Idaho, to wit:

Tract A (Wood-Vias Ranch):

All of Section 31, Township Five (5) South, Range 44 E.B.M.
Lot Four (4) (SW $\frac{1}{4}$ SW $\frac{1}{4}$), Section 32, Township Five (5) South
Range 44 E.B.M.

Tract B (Hansen Ranch):

SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ Section Nineteen (19); E $\frac{1}{2}$ NW $\frac{1}{4}$
Section 30, Township Five (5) South, Range 44 E.B.M.

Tract C (Huff-Gravel Creek):

Section 35, Township Five (5) South, Range 43 E.B.M.

S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$
SE $\frac{1}{4}$ NW $\frac{1}{4}$
NE $\frac{1}{4}$ SW $\frac{1}{4}$
W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$
W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$

Tract D (Grace Ranch):

Township Ten (10) South, Range 40 E.B.M.:

Section 21: Beginning at a point 2336 feet South 87°53'
East from the Southwest corner of said
Section 21, which point is on the Eastern
boundary of Utah Power & Light Company right
of way; and running
thence North 535 feet;
thence North 12°48' West 800 feet;
thence North 10°12' West 568.3 feet;
thence North 46°55' East 1202.6 feet to a
point South 89°03' East 1268.7 feet from
the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$;
thence South 89°03' East 981.3 feet, more or
less, to the Northeast corner of the
NW $\frac{1}{4}$ SE $\frac{1}{4}$;
thence South 0°51'43" East 2739.9 feet, more
or less, to the Southeast corner of the
SW $\frac{1}{4}$ SE $\frac{1}{4}$;
thence North 87°53' West 1624 feet along the
South line of Section 21, to the point
of beginning.

The above description is further described as
all that portion of the E $\frac{1}{2}$ SW $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$
of said Section 21 lying Easterly of the
Easterly boundary line of the Utah Power &
Light Company right of way line as presently
located.

161838

EXHIBIT A

~~160888~~

~~160636~~

Section 28:

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

Section 33:

$NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, EXCEPT THEREFROM, the following tracts of land from said Sections 28 and 33:

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thence North $11^{\circ}07'$ West 809 feet;

thence North $16^{\circ}45'$ West 767 feet;

thence North $5^{\circ}51'$ East 784 feet;

thence North $10^{\circ}38'$ West 1206 feet, to the

South line of the $N\frac{1}{2}NW\frac{1}{4}$ of said Section 28, which is the point of ending.

2. Beginning at a point 90.8 feet North and 3932 feet West from the Southeast corner of said Section 28, said point being on the West line of said $SE\frac{1}{4}SW\frac{1}{4}$, and running

thence North $13^{\circ}55'$ East 520.8 feet;

thence North $11^{\circ}07'$ West 557.8 feet to the

West line of said $SE\frac{1}{4}SW\frac{1}{4}$;

thence South $1^{\circ}03'$ West along the West line of said $SE\frac{1}{4}SW\frac{1}{4}$ 1060 feet, to the point of beginning.

3. Beginning at a point which is South $89^{\circ}00'$ East 1311.0 feet and South $52^{\circ}54'$ East 209.33 feet from the Northwest corner of said Section 33 and running

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thence North $14^{\circ}06'$ East 528.20 feet;

thence North $75^{\circ}54'$ West 209.0 feet;

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4. Beginning at a point North $89^{\circ}0'$ West 3933 feet from the Northeast corner of said Section 33, and running

thence South $1^{\circ}13'$ West 2010 feet along the

West boundary of the $E\frac{1}{2}NW\frac{1}{4}$ of said Section 33;

thence South $89^{\circ}0'$ East 670 feet;

thence North $1^{\circ}13'$ East 1340 feet;

thence North $89^{\circ}0'$ West 233.5 feet;

thence North $24^{\circ}58'$ West 614 feet;

161838

EXHIBIT A ~~160888~~

~~160636~~

thence North 13°55' East 121 feet;
thence North 89°0' West 192.2 feet, to the
point of beginning.

5. Beginning at the Northwest corner of the
NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 28, which corner is
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thence South 10°18' West 232.0 feet;
thence South 43°58' West 680.5 feet;
thence North 1°39' East 738.2 feet, to the
point of beginning.

6. Except therefrom any portion thereof
lying within the right of way of county roads
as presently located.

EXHIBIT A

161838

161852

WARRANTY DEED

FOR VALUE RECEIVED and pursuant to the Irrevocable Renunciation of Interest recorded as instrument number 160636 in the records of Caribou County, Idaho, LOIS L. KACKLEY, successor Trustee of the Evan and Lois Kackley Revocable Trust u/i/d June 13, 1991, and ALVIN KACKLEY, Trustee of Trust B of the Evan and Lois Kackley Revocable Trust u/i/d June 13, 1991, hereinafter referred to as "Grantor", whether one or more, does hereby grant, bargain, sell and convey unto Alvin Kackley and Ellis N. Kackley, as tenants in common and not as joint tenants, hereinafter referred to as Grantee, whether one or more, whose current address is P.O. Box 12461, Tucson, Arizona 85732, the following described premises, in Caribou County, Idaho, to wit:

See Exhibit "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all incumbrances and that Grantor will warrant and defend the same from all lawful claims whatsoever.

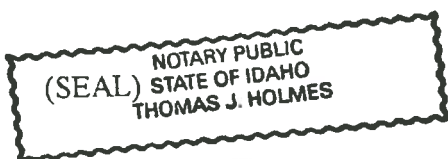
DATED this 26 day of ^{July}~~February~~, 2000.

Lois Kackley
Lois L. Kackley, Trustee of the Evan and
Lois Kackley Revocable Trust u/i/d June 13, 1991

STATE OF IDAHO)
Bannock SS
County of Ada)

On this 26 day of ^{July}~~February~~, 2000 before me, the undersigned Notary Public, in and for said State, personally appeared Lois L. Kackley, Trustee of the Evan and Lois Kackley Revocable Trust u/i/d June 13, 1991, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Trustee.

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



NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: 2-16-2006

161838

Dated: 7/22/00, 2000.

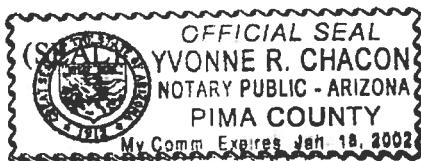
Alvin Kackley
Alvin Kackley, Trustee of Trust B of the Evan and
Lois Kackley Revocable Trust u/i/d June 13, 1991

STATE OF ARIZONA)

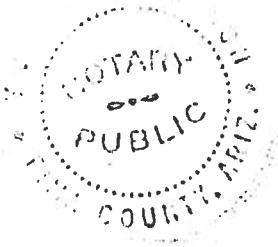
County of Pima :SS

On this 22nd day of July, 2000 before me, the undersigned Notary Public, in and for
said State, personally appeared Alvin Kackley, Trustee of Trust B of the Evan and Lois Kackley
Revocable Trust u/i/d June 13, 1991, known to me to be the person whose name is subscribed to
the within instrument and acknowledged to me that he executed the same in his capacity as
Trustee.

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



Yvonne R. Chacon
NOTARY PUBLIC - STATE OF ARIZONA
My Commission expires: 1/15/02



STATE OF IDAHO } ss 161852
County of Caribou

I hereby certify that this instrument was filed at the request
of Caribou Title
at 3:50 o'clock P m this 31 day of
July, 2000 in my office and duly
recorded official Records
Recorder Edie Izatt
Denise Husley
Signature Deputy 15⁰⁰

STATE OF IDAHO } ss
County of Caribou

I hereby certify that this instrument was filed at the request
of Caribou Title
at 11:10 o'clock A m this 28 day of
July, 2000 in my office and duly
recorded official Records
Recorder Edie Izatt
Edie Izatt
Signature Deputy 15⁰⁰

161838

EXHIBIT A

~~160888~~

~~160636~~

161852

Caribou County, Idaho, to wit:

Tract A (Wood-Vias Ranch):

All of Section 31, Township Five (5) South, Range 44 E.B.M.
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SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ Section Nineteen (19); E $\frac{1}{2}$ NW $\frac{1}{4}$
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SE $\frac{1}{4}$ NW $\frac{1}{4}$
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East from the Southwest corner of said
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thence South 89°03' East 981.3 feet, more or
less, to the Northeast corner of the
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of said Section 21 lying Easterly of the
Easterly boundary line of the Utah Power &
Light Company right of way line as presently
located.

161838

161852

EXHIBIT A

~~160888~~

~~160636~~

Section 28: $W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$.

Section 33: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, EXCEPT THEREFROM, the following tracts of land from said Sections 28 and 33:

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thence North $11^{\circ}07'$ West 809 feet;

thence North $16^{\circ}45'$ West 767 feet;

thence North $5^{\circ}51'$ East 784 feet;

thence North $10^{\circ}38'$ West 1206 feet, to the South line of the $N\frac{1}{2}NW\frac{1}{4}$ of said Section 28, which is the point of ending.

2. Beginning at a point 90.8 feet North and 3932 feet West from the Southeast corner of said Section 28, said point being on the West line of said $SE\frac{1}{4}SW\frac{1}{4}$, and running

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thence North $11^{\circ}07'$ West 557.8 feet to the West line of said $SE\frac{1}{4}SW\frac{1}{4}$;

thence South $1^{\circ}03'$ West along the West line of said $SE\frac{1}{4}SW\frac{1}{4}$ 1060 feet, to the point of beginning.

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thence North $14^{\circ}06'$ East 528.20 feet;

thence North $75^{\circ}54'$ West 209.0 feet;

thence South $14^{\circ}06'$ West 270.0 feet, to the point of beginning.

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thence South $1^{\circ}13'$ West 2010 feet along the West boundary of the $E\frac{1}{2}NW\frac{1}{4}$ of said Section 33;

thence South $89^{\circ}0'$ East 670 feet;

thence North $1^{\circ}13'$ East 1340 feet;

thence North $89^{\circ}0'$ West 233.5 feet;

thence North $24^{\circ}58'$ West 614 feet;

161838

161852

EXHIBIT A ~~160888~~

~~160836~~

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thence South 10°18' West 232.0 feet;
thence South 43°58' West 680.5 feet;
thence North 1°39' East 738.2 feet, to the
point of beginning.

6. Except therefrom any portion thereof
lying within the right of way of county roads
as presently located.

EXHIBIT A

Mail Tax Notices to:
Gilbert Farms, LLC
1805 Powerplant Road
Grace, ID 83241

STATE OF IDAHO } ss 165260
County of Caribou }
I hereby certify that this instrument was filed at the request
of Caribou Title
at 2:40 o'clock P m this 4 day of
February, 2002 in my office and duly
recorded official Records
Recorder Edie Izatt
Denise Hersley Deputy 1500
Signature

WARRANTY DEED

For Value Received **ALVIN E. KACKLEY AND ELLIS N. KACKLEY,**
both single persons, the grantors of Tucson, Arizona, do hereby
grant, bargain, sell and convey unto **GILBERT FARMS, LLC,** of Grace,
Caribou County, Idaho, the grantee, the following described
premises located in Caribou County, Idaho, to-wit:

Township 10 South, Range 40 East of the Boise Meridian:

Section 21: E½SW¼, W½SE¼, EXCEPT THEREFROM, Beginning at a point
on the North boundary line of the SW¼ of said Section
21, Township and Range aforesaid, said point being
marked by concrete block 8 inches square on top, 26
inches long bearing lead plug on which is stamped No.
"3" whence Northwest corner of the NE½SW¼ of said
Section 21 bearings North 89°03' West on said Section
line 77.2 feet;
thence South 89°03' East on said Section line
1581.5 feet to a point;
thence South 46°55' West 1202.6 feet to a point;
thence South 10°12' East 568.3 feet to a point;
thence South 73°42' West 175 feet to a point marked by
a concrete monument similar to one described above
and stamped No. "4";
thence North 23°25' West 1588.8 feet;
to the point of beginning.
ALSO, EXCEPT THEREFROM, Beginning at the center of
the SW¼ of Section 21, Township and Range aforesaid,
thence North 1349 feet, more or less, to the
Northwest corner of the NE½SW¼ of Section 21;
thence East 77.4 feet;
thence South 24°18' East 1588.8 feet;
thence South 72°59' West 868.3 feet, more or less,
to the Bear River;
thence Northerly along bank of said River
approximately 350 feet to the Northerly boundary
line of the SW¼SW¼ of said Section 21;
thence East 98 feet, more or less,
to the point of beginning.
ALSO, EXCEPT THEREFROM, Beginning at a point in the
South boundary of the right of way purchased by The
Telluride Power Co., said point bearing South 73°42'
West 475 feet from monument No. 4;
thence South 01°25' West 463.1 feet to said point;
thence North 89°17' West 372.2 feet to a point on
the river bank;

thence North 01°01' East 348 feet along the East bank
 Bear River to the Southwest corner of the above
 mentioned Telluride Power Company's right of way;
 thence North 73°42' East 393.248 feet, more or less,
 along said right of way;
 to the point of beginning.

ALSO, EXCEPT THEREFROM, Beginning at channel and
 center of the bed of Bear River where same is
 intersected by Northerly boundary line of Section 28,
 Township and Range, aforesaid;

thence South 87°53' East 513 feet;

thence North 628 feet, more or less, to concrete
 property monument marked "201" which monument is
 set on Southerly boundary of tract of land now
 owned by Utah Power & Light Company;

thence North 89°17' West 438 feet, more or less, to
 channel and center of bed of the Bear River;

thence Southwesterly along the channel and center of
 bed of the Bear River 625 feet, more or less,
 to the point of beginning.

ALSO, EXCEPT THEREFROM, Beginning on the South
 boundary of Section 21, Township and Range aforesaid,
 at a point 1452.0 feet South 87°53' East from the
 Southwest corner of said Section 21, which point is on
 the Eastern boundary of property owned by Utah Power
 & Light Company;

thence running South 87°53' East 884.0 feet;

thence North 535.0 feet;

thence North 12°48' West 800.0 feet;

thence South 73°42' West 750.0 feet;

thence South 01°25' East along the East boundary of
 the property of Utah Power & Light Company, 1091.0
 feet,

to the point of beginning.

Section 28: W~~1~~NE~~1~~4, E~~1~~NW~~1~~4, SW~~1~~NW~~1~~4, NW~~1~~SW~~1~~4, E~~1~~SW~~1~~4, SE~~1~~4.
 EXCEPT THEREFROM, a strip of land 200 feet wide, being
 100 feet on each side of a centerline described as
 follows:

Beginning at a point on the Southerly boundary line
 of Section 28, Township and Range aforesaid, said
 point being North 89°00' West 3836.6 feet from the
 Southeast corner of said Section 28;

thence North 13°55' East 543 feet;

thence North 11°07' West 809 feet;

thence North 16°45' West 767 feet;

thence North 05°51' East 784 feet;

thence North 10°38' West 1206 feet to the South line
 of the N~~1~~W~~1~~4 of said Section 28,

to the point of beginning.

ALSO, EXCEPT THEREFROM, Beginning at the Northwest
 corner of the NE~~1~~W~~1~~4 of said Section 28, Township and
 Range aforesaid, which corner is marked "C-2";

thence running South 87°53' East 497.6 feet;

thence South 10°18' West 232.0 feet;

thence South 43°58' West 680.5 feet;
 thence North 01°39' East 738.2 feet,
 to the point of beginning.

ALSO, EXCEPT THEREFROM, a tract of land in the SE¼SW¼ of said Section 28, Township and Range aforesaid, lying and being between the West line of Utah Power & Light land and the West line of the SE¼SW¼ of said Section 28, and being more particularly described as follows:

Beginning at a point 90.8 feet North and 3932 feet West from the Southeast corner of said Section 28, said point being on the West line of said SE¼SW¼; thence running North 13°55' East 520.8 feet; thence North 11°07' West 557.8 feet to the West line of said SE¼SW¼; thence South 01°03' West along the West line of said SE¼SW¼ 1060 feet, to the point of beginning.

Section 33: NE¼, E¼NW¼, E¼SW¼, W¼SE¼, NE¼SE¼, EXCEPT THEREFROM, Beginning at a point North 89°00' West 3933 feet from the Northeast corner of said Section 33, Township and Range aforesaid; thence South 01°13' West 2010 feet along the West boundary of the E¼NW¼ of said Section 33; thence South 89°00' East 670 feet; thence North 01°13' East 1340 feet; thence North 89°00' West 233.5 feet; thence North 24°58' West 614 feet; thence North 13°55' East 121 feet; thence North 89°00' West 192.2 feet, to the point of beginning.

ALSO, EXCEPT THEREFROM, a tract of land in Sections 28 and 33, Township and Range aforesaid, being more particularly described as follows:

Beginning at a point which is South 89°00' East 1311.0 feet and South 52°54' East 209.33 feet from the Northwest corner of said Section 33, and running thence South 24°47' East 332.94 feet; thence North 14°06' East 528.20 feet; thence North 75°54' West 209.00 feet; thence South 14°06' West 270.00 feet, to the point of beginning.

TOGETHER with all water and water rights appurtenant thereto, including, but not limited to the following:

1150 shares of stock of Last Chance Canal Company
 1150 shares of stock of Bench Canal Company
 1150 shares of First West Lateral Canal Company

Claim No. 13 4135 filed with the Idaho Depart of Water resources for an unnamed spring with up to 4.0 cfs of irrigation water and .26 cfs of stock water and the water from "Kackley" Spring.

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 they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: ~~December 20, 2001~~

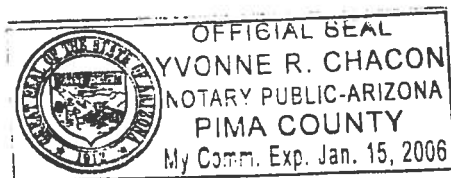
1/19/02

ALVIN E. KACKLEY

STATE OF ARIZONA)
: ss.
County of Pima)

On this 19th day of January, 2002, before me the undersigned, a notary public in and for said County and State, personally appeared ALVIN E. KACKLEY, a single man, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Yvonne R. Chacon
NOTARY PUBLIC FOR THE STATE OF AZ
Residing at: Tucson, AZ
My commission expires: 1/15/06

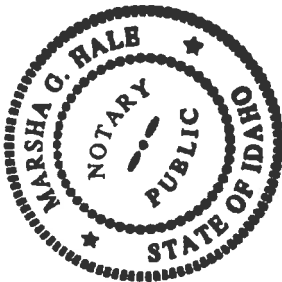


165280

Ellis N. Kackley
ELLIS N. KACKLEY

STATE OF IDAHO)
 : ss.
County of Ada)

On this 7th day of December, 2001, before me, the undersigned, a notary public in and for said county and state, personally appeared **ELLIS N. KACKLEY**, a single man, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Marsha G. Hale
NOTARY PUBLIC for the State of ID
Residing at Boise, ID
My commission expires: 1/2/17

Instrument # 176900

CARIBOU COUNTY

2006-11-01

10:50:18 No. of Pages: 3

Recorded for : CARIBOU TITLE

EDME BUSH

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

Fee: 9.00

WARRANTY DEED

For Value Received

Gilbert Farms LLC., the grantor of Grace, Idaho, does hereby grant, bargain, sell and convey unto

Sagebrush Steepe Regional Land Trust, Inc., of P.O. Box 1404, Pocatello, Idaho 83204,

the grantee, the following described premises, to-wit:

Caribou County, Idaho:

Township 10 South, Range 40 East of the Boise Meridian:

Section 28: A tract of land situate in the E~~1~~/~~4~~NW~~1~~/~~4~~, SW~~1~~/~~4~~NW~~1~~/~~4~~,
and 33: E~~1~~/~~4~~SW~~1~~/~~4~~ and the NW~~1~~/~~4~~SW~~1~~/~~4~~ of said Section 28, and in the
E~~1~~/~~4~~NW~~1~~/~~4~~ and SW~~1~~/~~4~~NE~~1~~/~~4~~ of said Section 33, more particularly described as follows:

Beginning on the North line of Section 28, Township 10 South, Range 40 East of the Boise Meridian, at a point South 87°53' East 497.6 feet from the Northwest corner of the NE~~1~~/~~4~~NW~~1~~/~~4~~ of said Section 28, and running thence South 87°53' East 283.64 feet to the intersection with an existing fence line;

thence following and running Southerly along said fence line the following thirteen (13) courses:

1. South 33°28'58" West 137.7 feet;
2. thence South 24°13'33" West 277.9 feet;
3. thence South 19°43'38" West 308.3 feet;
4. thence South 35°07'10" West 333.4 feet;
5. thence South 07°10'03" East 695.1 feet;
6. thence South 07°44'05" East 292.7 feet;
7. thence South 16°03'23" East 706.5 feet;
8. thence South 15°50'13" East 300.4 feet;
9. thence South 03°51'31" East 553.7 feet;
10. thence South 02°01'17" East 439.0 feet;
11. thence South 02°08'40" East 241.9 feet;
12. thence South 01°59'40" East 330.3 feet;
13. thence South 03°18'05" East 174.8 feet;

thence leaving said fence to accommodate for the wheel line of an agricultural watering system, the following three (3) courses:

1. South 87°49'19" West 61.0 feet;
2. thence South 02°10'41" East 844.7 feet; and

3. thence North 87°49'19" East 61.0 feet to the intersection with said fence line;
thence continuing to follow and running Southerly along said fence line the following four (4) courses:
1. South 02°19'29" East 496.5 feet;
2. thence South 02°08'03" East 115.8 feet;
3. thence South 28°22'07" East 656.0 feet;
4. thence South 10°28'47" East 350.6 feet;
to a large fence post;
thence North 89°10'05" West 687.0 feet to the Westerly boundary line of the Grantor's land;
thence along said Westerly boundary line North 01°13' East 993.0 feet;
thence North 89°00' West 222.7 feet (233.5 feet by deed);
thence North 24°58' West 275.1 feet;
thence North 14°06' East 528.2 feet;
thence North 75°54' West 209.0 feet;
thence North 13°55' East 398.3 feet;
thence North 11°07' West 836.1 feet;
thence North 16°45' West 751.9 feet;
thence North 05°51' East 778.5 feet;
thence North 10°38' West 1207.3 feet;
thence South 89°53' East 257.1 feet;
thence North 01°39' East 580.1 feet;
thence North 43°58' East 680.5 feet;
thence North 10°18' East 232.0 feet,
to the Point of Beginning.

ALSO, Those portions of the SW¼NW¼ and the NW¼SW¼ of Section 28, Township 10 South, Range 40 East of the Boise Meridian, lying Westerly of the following described property:

A strip of land 200 feet wide, being 100 feet on each side of a center line described as follows:

Beginning at a point on the Southern boundary line of said Section 28, said point being North 89°0' West 3836.6 feet from the Southeast corner of said Section 28, and running

thence North 13°55' East 543 feet;

thence North 11°07' West 809 feet;

thence North 16°45' West 767 feet;

thence North 5°51' East 784 feet;

thence North 10°38' West 1206 feet, to the South line of the NW¼NW¼ of said Section 28, which is the Point of Ending.

TOGETHER WITH all water rights, specifically including, but not limited to Water Right No. 13-4203 for 0.3 cfs.

TOGETHER WITH an access easement to the east portion of the property from an existing road for the purposes of routine stewardship of the property.

it's successors and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever.

GILBERT FARMS, L.L.C.

By: Richard W. Gilbert
RICHARD W. GILBERT, Manager

STATE OF IDAHO)
 : ss.
County of Caribou)

On this 1st day of November, 2006, before me the undersigned, a notary public in and for said County and State, personally appeared Richard W. Gilbert, known or identified to me to be the manager of Gilbert Farms, L.L.C., and the manager who subscribed said limited liability name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

**KENA ANN MOORE
NOTARY PUBLIC
STATE OF IDAHO**

Kena Ann Moore
NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: Soda Springs, Idaho
My commission expires: 7/18/09

165448

QUIT-CLAIM DEED

FOR VALUE RECEIVED, GILBERT FARMS, LLC, of Grace, County of Caribou, State of Idaho, do hereby convey, release, remise and forever quit claim unto ALVIN E. KACKLEY AND ELLIS N. KACKLEY, both singles person,, of Tucson, AZ, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the following described premises, to-wit:

All mineral rights for minerals of every kind, including gas, oil and other hydrocarbon substances, in under or upon or as may be produced from the real property more particularly described in Exhibit A attached hereto, and by reference made a part hereof.

together with their appurtenances.

DATED: February 26, 2002.

GILBERT FARMS, LLC

By: Don W. Gilbert
DON W. GILBERT, Member

STATE OF IDAHO

ss.

County of Caribou

On this 18 day of March, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Don W. Gilbert, known to me to be a member of Gilbert Farms, LLC, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as said member of Gilbert Farms, LLC.

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 D. Moore
NOTARY PUBLIC for the State of Idaho
Residing at: Soda Springs, Idaho
Commission expires: 8/15/2003

STATE OF IDAHO }
County of Caribou }

165448

I hereby certify that this instrument was filed at the request

of Caribou Title

at 11:25 o'clock A in this 18 day of

March, 2002 in my office and duly

recorded official Records

Recorder Eclizait

Signature

Terri Stephano
Deputy 1200
ct

Exhibit A
Gilbert-Rackley
(1)

165448

Caribou County, Idaho:

Township 10 South, Range 40 East of the Boise Meridian:

Section 21: EXSW $\frac{1}{4}$, NWSE $\frac{1}{4}$, EXCEPT THEREFROM, Beginning at a point on the North boundary line of the SW $\frac{1}{4}$ of said Section 21, Township and Range aforesaid, said point being marked by concrete block 8 inches square on top, 26 inches long bearing lead plug on which is stamped No. "3" whence Northwest corner of NE $\frac{1}{4}$ SW $\frac{1}{4}$ of aforesaid Section 21 bears North 89°3' West an said Section line 77.2 feet;
thence South 89°3' East on said Section line 1581.5 feet to a point;
thence South 46°55' West 1202.6 feet to a point;
thence South 10°12' East 568.3 feet to a point;
thence South 73°42' West 175 feet to a point marked by a concrete monument similar to one described above and stamped No. "4";
thence North 23°25' West 1588.8 feet,
to the point of beginning.
ALSO EXCEPT THEREFROM, Beginning at the center of the SW $\frac{1}{4}$ of Section 21, Township and Range aforesaid,
thence North 1349 feet, more or less, to the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21;
thence East 77.4 feet;
thence South 24°18' East 1588.8 feet;
thence South 72°59' West 868.3 feet, more or less to the Bear River;
thence Northerly along bank of said River approximately 350 feet to the Northerly boundary line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 21;
thence East 98 feet, more or less,
to the point of beginning.
ALSO EXCEPT THEREFROM, Beginning at a point in the South boundary of the Right of Way purchased by The Telluride Power Co., said point bearing South 73°42' West 475 feet from monument No. 4;
thence South 1°25' West 463.1 feet to said point;
thence North 89°17' West 372.2 feet to a point on the river bank;
thence North 1°1' East 348 feet along the East bank of the Bear River to the Southwest corner of the above mentioned Telluride Power Company's Right of Way,
thence North 73°42' East 393.248 feet, more or less,
along said right of way,
to the point of beginning.
ALSO EXCEPT THEREFROM, Beginning at channel and center of the bed of Bear River where same is intersected by Northerly boundary line of Section 28, Township and Range, aforesaid:
thence South 87°53' East 513 feet;

Exhibit A
Gilbert-Karkley
(2)

X

165448

thence North 628 feet, more or less, to concrete property monument marked "201" which monument is set on Southerly boundary of tract of land now owned by Utah Power & Light Company;

thence North 89°17' West 408 feet, more or less, to channel and center of bed of the Bear River;

thence Southwesterly along the channel and center of bed of the Bear River 625 feet, more or less, to the point of beginning.

ALSO EXCEPT THEREFROM, Beginning on the South boundary of Section 21, Township and Range aforesaid, at a point 1452.0 feet South 87°53' East from the Southwest corner of said Section 21, which point is on the Eastern boundary of property owned by Utah Power & Light Company;

thence running South 87°53' East 884.0 feet;

thence North 535.0 feet;

thence North 12°48' West 800.0 feet;

thence South 73°42' West 750.0 feet;

thence South 1°25' East along the East boundary of the property of Utah Power & Light Company, 1091.0 feet, to the point of beginning.

Section 25: W½NW½, E½NW½, SW¼NW½, NW¼SW½, E½SW½, SE¼.

EXCEPT THEREFROM, A strip of land 200 feet wide, being 100 feet on each side of a centerline described as follows:

Beginning at a point on the Southerly boundary line of Section 28, Township and Range aforesaid, said point being North 89°0' West 3836.6 feet from the Southeast corner of said Section 28;

thence North 13°55' East 543 feet;

thence North 11°07' West 809 feet;

thence North 16°45' West 767 feet;

thence North 5°51' East 794 feet;

thence North 10°38' West 1206 feet to the South line of the NW¼NW½ of said Section 28,

to the point of beginning.

ALSO EXCEPT THEREFROM, Beginning at the Northwest corner of the NW¼NW½ of said Section 28, Township and Range aforesaid, which corner is marked "C-2";

thence running South 87°53' East 497.6 feet;

thence South 10°18' West 232.0 feet;

thence South 43°58' West 680.5 feet;

thence North 1°39' East 738.2 feet,

to the point of beginning.

ALSO EXCEPT THEREFROM, A tract of land in the SE¼SW½ of said Section 28, Township and Range aforesaid, lying and being between the West line of Utah Power & Light Company land and the West line of the SE¼SW½ of said Section 28, and being more particularly described as follows:

Beginning at a point 90.8 feet North and 3932 feet West

Exhibit A
Gilbert-Kachie
(3)

165448

from the Southeast corner of said Section 28, said point
being on the West line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
thence running North 13°55' East 320.6 feet;
thence North 11°07' West 357.6 feet to the West line of
said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
thence South 1°03' West along the West line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$
1060 feet,
to the point of beginning.

Section 33: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT THEREFROM, Beginning
at a point North 89°0' West 3933 feet from the Northeast
corner of said Section 33, Township and Range aforesaid;
thence South 1°13' West 2010 feet along the West boundary
of the E $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 33;
thence South 89°0' East 670 feet;
thence North 1°13' East 1340 feet;
thence North 89°0' West 293.9 feet;
thence North 24°58' West 614 feet;
thence North 13°55' East 121 feet;
thence North 89°0' West 192.2 feet,
to the point of beginning.
ALSO EXCEPT THEREFROM, a tract of land in Section 28 and 33,
Township and Range aforesaid, being more particularly
described as follows:

Beginning at a point which is South 89°00' East 1311.0
feet and South 32°54' East 289.33 feet from the Northwest
corner of said Section 33, and running
thence South 24°47' East 332.94 feet;
thence North 14°06' East 528.20 feet;
thence North 75°54' West 209.30 feet;
thence South 14°06' West 270.30 feet,
to the point of beginning.

Instrument No. 1073

THE UNITED STATES OF AMERICA.

Certificate No. 1115 To all to whom These Presents shall Come—Greeting:

WHEREAS,

Edward J. Green of *Bingham County, Idaho*
 has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office
 at *Blackfoot, Idaho* whereby it appears that full payment has been made
 by the said *Edward J. Green*

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further
 provisions for the Sale of the Public Lands," and the acts supplemental thereto, for the *South west*
quarter of the South East quarter of Section Forty Three in Township
Eight North of Range Forty East of *North 11th Meridian in* *Idaho* *containing*
forty acres.

according to the Official Plat of the Survey of the said Lands returned to the General Land Office by the
 Surveyor General, which said Tract has been purchased by the said

NOW, KNOW YE, That the United States of America, in consideration of the premises, and in conformity
 with the several acts of Congress in such case made and provided, have Given and Granted, and by these
 presents do Give and Grant, unto the said *Edward J. Green*

and to *his* heirs, the said Tract above described,

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances,
 of whatsoever nature, thereunto belonging, unto the said

Edward J. Green and to *his* heirs
 and assigns, forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or
 other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be
 recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right
 of the proprietor of a vein or lode, to extract and remove his ore therefrom, should the same be found to
 penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, *Benjamin Harrison* President of the United
 States of America, have caused these Letters to be made Patent, and the Seal of
 the General Land Office to be hereunto affixed

Given under my hand, at the City of Washington, the *1st* day of *December* in the year of our Lord one thousand *nine* hundred
 and *ninety five*, and of the Independence of the United States the
 one hundred and *seventy sixth*

BY THE PRESIDENT:

By

E. M. Macfarland Secretary.Recorded Vol. *1* Page *274* *E. M. Macfarland* Recorder of the General Land Office.Filed for Record at *Blackfoot, Idaho* M. *Dec 7* A. D. *1902* and recorded at the request of*Edward J. Green**E. M. Macfarland*

Recorder.

By *W. H. Campbell* Deputy.Fec. *5/12*

Instrument No 1564

THE UNITED STATES OF AMERICA.

Certificate No. 117 To all to whom These Presents shall Come--Greeting:

WHEREAS,

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Chas. Lake Michigan whereby it appears that full payment has been made by the said Edward J. Linnell

by the said

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provisions for the Sale of the Public Lands," and the acts supplemental thereto, for the

quantity of the north-east quarter of the east half of the south-west quarter of the north-west quarter of the North-east quarter of Section Twenty Three Township Ten South Range Seven East of the 6th Meridian and White Pine County containing one hundred and sixty acres.

According to the Official Plat of the Survey of the said Lands returned to the General Land Office by the Surveyor General, which said Tract had been purchased by the said

NOW, KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have Given and Granted, and by these presents do Give and Grant, unto the said George J. Smith and to his heirs, the said Tenet above described.

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances,
of whatsoever nature, thereunto belonging, unto the said

and assigns, forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as now be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode, to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, *Charles A. Wilson* President of the United States of America, have caused these Letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the 16th day of July in the year of our Lord one thousand nine hundred and six and of the Independence of the United States the one hundred and six.

BY THE PRESIDENT:

By C. J. [Signature] Secretary.

Recorded Vol. 1 Page 111 2009 Recorder of the General Land Office

Filed for Record at 10¹⁵ o'clock P.M., Dec 22 A. D. 1963, and recorded at the request of

Br _____, Deputy.

Fee, \$ 3.00

Instrument No. 1562

THE UNITED STATES OF AMERICA.

Certificate No. 113

To all to whom These Presents shall Come - Greeting:

WHEREAS,

Edward J. Turner, of Lincoln County, Dakota Territory
 has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office
 at *Cheyenne, Dakota Territory* whereby it appears that full payment has been made
 by the said *Edward J. Turner*

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further
 provisions for the Sale of the Public Lands," and the acts supplemental thereto, for the *North-west*
quarter of the North-west quarter, and the west half of the north-west
quarter of section twenty-eight, and the south-west quarter of the north-west
quarter of section twenty-eight, in Township Ten South, Range One East,
North Dakota, and Dakota Territory, containing one hundred and one acres.

according to the Official Plat of the Survey of the said Lands returned to the General Land Office by the
 Surveyor General, which said Tract has been purchased by the said

Edward J. Turner

NOW, KNOW YE, That the United States of America, in consideration of the premises, and in conformity
 with the several acts of Congress in such case made and provided, have Given and Granted, and by these
 presents do Give and Grant, unto the said *Edward J. Turner*
 and to *his* heirs, the said Tract above described.

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances,
 of whatsoever nature, thereunto belonging, unto the said

*Edward J. Turner*and to *his* heirs

and assigns, forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or
 other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be
 recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right
 of the proprietor of a vein or lode, to extract and remove his ore therefrom, should the same be found to
 penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I,

Charles A. Arthur

President of the United

States of America, have caused these Letters to be made Patent, and the Seal of
 the General Land Office to be hereunto affixed

Given under my hand, at the City of Washington, the *twentieth*
 day of *April* in the year of our Lord one thousand *eight* hundred
 and *eighty four*, and of the Independence of the United States the
 one hundred and *eighty fourth*

BY THE PRESIDENT:

Charles A. Arthur

By

W. H. Cook

Secretary.

Recorded Vol. *1* Page *117**W. H. Cook*

Recorder of the General Land Office.

Filed for Record at

11, o'clock *A. M.**Dec 22*A. D. *1884*

and recorded at the request of

By

W. H. Cook

Deputy

Fee, \$ *10.00*

Recorder.

THE UNITED STATES OF AMERICA.

Acad. Lands
Certificate No. 371

To all to whom These Presents shall Come—Greeting:

WHEREAS,

Martha Turner of Bingham County, Idaho
has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at *Blackfoot, Idaho* whereby it appears that full payment has been made by the said *Martha Turner* according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provisions for the Sale of the Public Lands," and the acts supplemental thereto, for the *East half of the South west quarter and the West half of the North east quarter of Section Twenty-one, and the East half of the North west quarter and the West half of the South east quarter of Section Twenty-two, Township Twenty-one North, Range Twenty-one East, Tenth Principal Meridian, Idaho, containing three hundred and twenty acres*

according to the Official Plat of the Survey of the said Lands returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said *Martha Turner*.

NOW, KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have Given and Granted, and by these presents do Give and Grant, unto the said *Martha Turner* and to *her* heirs, the said Tract above described.

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said *Martha Turner* and to *her* heirs

and assigns, forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode, to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

And there is reserved from the lands here by granted, a right of way through the same for a road constructed by the authority of the United States

IN TESTIMONY WHEREOF, I, *Benjamin Harrison* President of the United States of America, have caused these Letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the *10th* day of *October* in the year of our Lord one thousand *nine* hundred and *ninety-two*, and of the Independence of the United States the one hundred and *seventy-eighth*.

BY THE PRESIDENT: *Benjamin Harrison*

By *E. M. Macdonald* *Asst. Secretary*

Recorded Vol. *34* Page *317* *E. M. Macdonald* Recorder of the General Land Office

Filed for Record at *10* o'clock *A. M.* *Dec 22* A. D. 1 *92*, and recorded at the request of

Benjamin Harrison

By *A. M. Macdonald*

Deputy.

Fee, *475*

Recorder

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at **BLACKFOOT, IDAHO,** has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant **OLLIE J. GOLDBERRY** according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands" and the acts supplemental thereto, for the **NORTHEAST QUARTER OF THE SOUTH-EAST QUARTER OF SECTION THIRTY-THREE IN TOWNSHIP TEN SOUTH OF RANGE FORTY EAST OF THE BOISE MERIDIAN, IDAHO, CONTAINING FORTY ACRES,**

according to the Official Plat of the Survey of the said Land, returned to the **GENERAL LAND OFFICE** by the Surveyor-General:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said claimant and to the heirs of the said claimant the Tract above described, TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, **WILLIAM H. TAFT**

President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the **TWENTY-FIFTH**

day of **JULY** In the year of our Lord one thousand
nine hundred and **TWELVE** and of the Independence of the
United States the one hundred and **THIRTY-SEVENTH.**

By the President:

Wm. H. Taft

By

M. R. Gulick Assistant

Secretary

H. S. Connerly
Recorder of the General Land Office

RECORD OF PATENTS: Patent Number

286142

144.61

(SEAL)

STATE OF IOWA }
County of Carroll } ss

I hereby certify that the instrument was

filed for record at the office of

Carroll County Clerk

at _____ on _____

_____ of _____

A.D. 1964 in my office and duly recorded.

In Book _____

Page _____

By _____ Deputy

Fee \$ 9.00

The United States of America.

To all to whom these presents shall come, Greeting.

Know all Men.

Certificate No. 1503.

WHEREAS,

SARAH L. BROWN

has deposited in the GENERAL LAND OFFICE of the United States a certificate of the Register of the Land Office at Blackfoot, Idaho, whereby it appears that full payment has been made by the said Sarah L. Brown

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the northeast quarter of the southeast quarter of Section eight in Township ten north of Range forty east of the Boise Meridian, Idaho, containing forty acres.

according to the Official Plat of the Survey of the said lands, returned to the GENERAL LAND OFFICE by the Surveyor General, which said Tract has been purchased by the said Sarah L. Brown:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAVE GIVEN AND GRANTED, and, by these presents DO GIVE AND GRANT, unto the said Sarah L. Brown

her heirs, the said Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Sarah L. Brown and to her

heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof I, Theodore Roosevelt, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the nineteenth day of August, in the year of our Lord one thousand nine hundred and seven and of the Independence of the United States the one hundred and thirty-eighth.

By the President: Theodore Roosevelt

By: Secretary.

Recorder of the General Land Office.

3105
712
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S. L. Brown
S. L. Brown
S. L. Brown

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The Southwest one quarter of section numbered four (4) in Township Numbered thirteen (13) South of Range forty (40) East of Boise base and Meridian.
In Witness Whereof grantors have hereunto subscribed their names this 16th day of April A. D. 1908.

George Burton.
Mary E. Burton.

State of Idaho)
County of Bannock.)

On this 6 day of July A. D. 1908, before me a Notary Public in and for the County aforesaid, personally appeared George Burton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same. And also personally appeared Mary E. Burton, to me known to be the person whose name is subscribed to the foregoing instrument and to be the wife of the above named grantor, and upon an examination without the hearing of her said husband I made her acquainted with the contents of the foregoing instrument, and thereupon she acknowledged to me that she executed the same and that she does not wish to retract said execution.

Witness my hand and official seal.

John Allsop,
Notary Public.

(seal)
Recorded at the request of Tel Power Co., Sep 3, 1909 at 9.05 A.M.
By W. A. Hyde Deputy Fee 60 cts E. G. Gallet Recorder.

Instrument No 14732.

Philip Purser and Bada Purser, his wife of Cache County, Idaho, grantors for One Dollar and other valuable considerations paid by The Telluride Power Company, a Colorado corporation, hereby grant to said power company, its successors and assigns, the right to erect, operate and maintain electric power transmission and telephone circuits, and appurtenances, attached to a double line of poles or other supports on and over the following tract of land in Bannock County, Idaho, to-wit:-

The East one half of section twenty nine (29) in Township thirteen (13) South, Range Forty (40) East of Boise Base and Meridian.

In Witness whereof grantors have hereto subscribed their names this 23rd day of June A. D. 1908.
State of Idaho)
County of Cache.)

Philip Purser.
Bada Purser.

On this 25th day of July A. D. 1908, personally appeared before me Philip Purser and Bada Purser his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Louis G. Gordon,
Notary Public.

(seal)
My Commission expires June 5th, 1911.
Recorded at the request of Tel Power Co., Sep 3, 1909 at 9.05 A.M.
By W. A. Hyde Deputy Fee 40 cts E. G. Gallet Recorder.

Instrument No 14733.

Mrs Ida Kackley, of Bannock County, Idaho, grantor, for One Dollar and other valuable considerations paid by The Telluride Power Company a Colorado corporation hereby grants to said power company, its successors and assigns, the right to erect, operate and maintain electric power and telephone transmission circuits and appurtenances, attached to a double line of poles or other supports on and over the following tracts of land in Bannock County, Idaho, to-wit:-

The South one half (1/2) of the Southwest one quarter (1/4) of section numbered twenty one (21); also the west one half (1/2) of section numbered twenty eight (28); also the west one half (1/2) of section numbered thirty three, all in Township Numbered ten (10) South of Range numbered forty (40) East of Boise meridian.

In Witness whereof, grantor has hereunto subscribed her name this 13 day of November, A. D. 1907

Mrs Ida Kackley.

State of Idaho)
County of Bannock.)

On this 13th day of November A. D. 1907, before me a Notary Public in and for the county aforesaid, personally appeared Ida Kackley known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

Witness my hand and official seal.

L. C. Eastman,
Notary Public.

(seal)
Recorded at the request of Tel. Power Co., Sep 3, 1909 at 9.05 A.M.
By W.A. Hyde Deputy Fee 60 cts E. G. Gallet Recorder.

Instrument No 14734.

George M. Smith (Widower) of Bannock County, Idaho, grantor, for One Dollar and other valuable considerations paid by the Telluride Power Company, a Colorado corporation hereby grants to said power company, its successors and assigns, the right to erect operate and maintain electric power and telephone transmission circuits, and appurtenances, attached to a double line of poles or other supports on and over the following tracts of land in Bannock County, Idaho, to-wit:-

The southeast one quarter of the Northwest one quarter, and the east one half of the southwest one quarter, and the southwest one quarter of the southeast one quarter, of section numbered nine (9) in Township numbered eleven (11) of Range Forty (40) East of Boise Base and Meridian.

Instrument No. 33221.

THIS INDENTURE, Made this 13th day of April A.D. 1914, between George Schick, Jr., and Nellie Schick, his wife, of Arimo, County of Bannock, State of Idaho, the parties of the first part, and Oregon Short Line Railroad Company, a corporation of the State of Utah the party of the second part, WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all the following described real estate situated in Bannock County, State of Idaho, to-wit: All of the west half of the southeast quarter (W-1/2 SE-1/4) of Section thirty (30), Township ten (10) south, Range thirty-seven (37) east of the Boise Meridian. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part: TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to its successors and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the Presence of
Rhoda Christensen.

George Schick, Jr. (Seal)
Nellie Schick, (Seal)

STATE OF IDAHO,)
County of Bannock.) ss

On this 19th day of April, in the year 1914, before me Henry J. Nelson, a Notary Public in and for said County, personally appeared George Schick, Jr., and Nellie Schick, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Henry J. Nelson,
Notary Public.

(Seal)

My commission expires Sept. 6, 1916.

Approved as to form and execution,
F. L. Williams,
F.W. General Attorney.

Recorded at request of Carl Stradley,
By Harry J. Fox, Deputy.

9:01 AM,
Fee \$1.20

May 1th, 1914.
C. W. Porter, Recorder.

Instrument No. 33225.

RIGHT OF WAY EASEMENT.

Ellis Kackley and Ida Kackley, his wife, of Bannock County, State of Idaho, grantee, for One Dollar and other valuable considerations, said by Utah Power & Light Company, a Maine Corporation, grantee, receipt of which is hereby acknowledged, have granted, bargained, sold and convey to said Utah Power & Light Company, grantee, its successors and assigns, an easement and right of way, and the right, privilege and authority to construct, erect, locate and maintain, a line or lines for the purpose of transmitting electric or other power, and telegraph and telephone lines, in, upon, along, over, across, under and under a piece of land 150 feet in width, situated in the County of Bannock and State of Idaho, and more particularly described as follows, to-wit: Beginning at a point 1575 feet west from the N.E. corner of Section 28, Tp. 10 south, Range 37 east, Boise Meridian and running thence: to a distance of 1000 feet more or less, thence north 7° 00' east, distance of 9788 feet more or less, thence west a distance of 151 feet more or less; thence north 7° 00' east, distance of 9788 feet more or less; thence north a distance of 2150 feet more or less, thence north 72° 59' east a distance of 153 feet more or less; thence to the place of beginning. Being all in the S.E. 1/4 of the S.W. 1/4 Sec. 21, W. 1/2 of Sec. 28, W. 1/2 of Sec. 33, and W. 1/2 of S.E. 1/4 Sec. 33, Tp. 10 S., R. 40 E., Boise B. & M., Together with the rights to locate, construct and maintain, to place, erect, relocate, inspect and operate thereon poles, towers, cross-arms and fixtures, and to place and maintain such other appurtenances, useful or necessary to operate said line or lines, and string wires and cables, from time to time, across, along, under or over the above described premises; (However, as to the number of towers and poles to be placed upon said land hereunder, it is understood and agreed that only 44 towers shall be placed upon said land under this easement for the above consideration; but if at any time the grantee shall desire to erect and maintain additional towers or poles upon said land, it shall be so under this easement by paying to the then owner of said land the further sum of \$15.00 for each tower so placed and maintained and the further sum of \$5.00 for each pole so placed and maintained, such payment to be made at the time such tower or pole is erected; also the right and privilege to cut and remove from said premises, and on either side thereof, any timber, trees or overhanging branches, or other obstruction, which do or may endanger the safety, or interfere with the use of said poles or towers or fixtures or wires thereto attached, and the right of ingress and egress, to and over the above described premises for the purpose of repairing, renewing and inspecting said poles, towers, fixtures, wires and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted; also the privilege of removing at any time any or all of said improvements upon, over, under

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or on said lands. Together with all the rights, easements, privileges and appurtenances which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns forever. And the said grantors do for themselves, their heirs, executors and administrators, covenant with said Grantee, its successors and assigns, that said Grantors are lawfully seized in fee simple of said premises and have a good right to sell and convey the rights herein granted, and the same are free from all mortgages, incumbrances or liens, and that said Grantors will for themselves and their heirs, executors, and administrators, warrant and defend the same to the said Grantee, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the 7th day of April, A.D. 1914.

Ida Mackley,
Ellis Mackley.

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

On this 8th day of April A.D. 1914, before me, the undersigned, a Notary Public within and for said County and State personally appeared Ida Mackley and Ellis Mackley, personally known to me to be the signers of and the persons whose names are subscribed to the within and above instrument and duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal the day and year in this certificate above written.

L. C. Eastman,
Notary Public.

(Seal)

My commission expires Dec. 26, 1914.

Recorded at request of Utah Power & Lt. Co.
By Harry J. Fox, Deputy.

9:06 Am.
Fee \$1.40

May 8th, 1914.
C.W. Pomerooy, Recorder.

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Instrument No. 33226.

RIGHT OF WAY EASEMENT.

#1318

J.E. Winger and Sarilda Winger, his wife, of Bannock County, State of Idaho, Grantor, for One Dollar and other valuable considerations paid by Utah Power Company, a Maine Corporation, Grantee, receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to said Utah Power Company, its successors and assigns, an easement and right of way, and the right, privilege and authority to construct, erect, operate and maintain, a line or lines for the purpose of transmitting electric or other power, and telegraph and telephone lines, in, upon, along, over, through, across and under a piece of land 150 feet in width, situated in the County of Bannock and State of Idaho, and more particularly described as follows, to wit:

Beginning at a point 1320 feet west of the quarter section corner between sections 32 and 29, Township 13 south, Range 40 east, Boise Meridian; thence south 67° west, a distance of 750 feet, more or less; thence south 37° 15' west a distance of 6220 feet, more or less; thence easterly a distance of 188 feet, more or less; thence north 37° 15' east, 5969 feet; thence north 67° east, 625 feet, more or less; thence northerly a distance of 165 feet, more or less, to the place of beginning, being all in the west half of the northwest quarter of Section 32, and the southeast quarter of the northeast quarter and the northeast quarter of the southeast quarter and the west half of the southeast quarter, and the southeast quarter of the southwest quarter of Section 31, Township 13 south, Range 40 east, Boise Meridian. Together with the rights to grantee, its successors and assigns, to place, erect, relocate, inspect and operate thereon poles, towers, crossarms and fixtures, and to place and maintain such other appurtenances, useful or necessary to operate said line or lines, and string wires and cables, from time to time, across, through, under or over the above described premises; (however, as to the number of towers and poles to be placed upon said land hereunder, it is understood and agreed that only thirty two (32) towers shall be placed upon said land under this easement for the above consideration; but if at any time the grantee shall desire to erect and maintain additional towers or poles upon said land, it may do so under this easement by paying to the then owner of said land the further sum of \$1.00 for each tower so placed and maintained and the further sum of \$2.50 for each pole so placed and maintained, such payment to be made at the time such tower or pole is erected); also the right and privilege to cut and remove from said premises, and on either side thereof, any timber, trees or overhanging branches, or other obstruction, which do or may endanger the safety, or interfere with the use of said poles or towers or fixtures or wires thereto attached, and the right of ingress and egress, to and over the above described premises for the purpose of repairing, renewing and inspecting said poles, towers, fixtures, wires and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted; also the privilege of removing at any time any or all of said improvements upon, over, or under or on said lands. Together with all the rights, easements, privileges and appurtenances which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns forever. And the said grantors do them for themselves their heirs, executors and administrators, covenant with said Grantee, its successors and assigns, that said Grantors lawfully seized in fee simple of said premises and have a good right to sell and convey the rights herein granted, and the same are free from all mortgages, incumbrances or liens, and that said Grantors will for themselves and their heirs, executors, and administrators, warrant and defend the same to the said Grantee, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the 21 day of Feb. A.D. 1914.

J. E. Winger,
Sarilda Winger.

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

On this 15th day of April, A.D. 1914, before me, the undersigned, a Notary Public within and for said County and State personally appeared J.E. Winger and Sarilda Winger, personally known to me to be the signers of and the persons whose names are subscribed to the within ~~instrument~~ and above instrument and duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal the day and year in this certificate above written.

(Seal)

My commission expires March 5th, 1917.

P. M. Condie, Notary Public.

Recorded at request of Utah Power & Lt. Co.
By Harry J. Fox, Deputy.

9:08 Am.
Fee 1.40

May 8th, 1914.
C.W. Pomerooy, Recorder.

BANNOCK COUNTY, IDAHO

INSTRUMENT NO. 53501.

Ellis Kackley and his wife, Grantor, of Bannock County, Idaho, hereby conveys and warrants to UTAR POWER & LIGHT COMPANY, a corporation, its successors and assigns, for the sum of One dollar (\$1.00) and other valuable consideration, in hand paid by said Company, receipt whereof is hereby acknowledged, the right to erect, operate and maintain electric power, transmission and telephone circuits and appurtenances, attached to a double line of towers or other supports and necessary fixtures, on and over the following tract of land in Bannock County, Idaho, to-wit:

Commencing at pole #1808 on present (west) transmission line, which point is 56°41' E. 2449.0 feet from the southwest corner section 28, township 10 south, range 40 east, Boise Base & Meridian, thence running S. 32°30' E. 431.0 feet; thence S. 7°00' E. 2501.0 feet; thence S. 19°47' W. 839.0 feet to a point forming a junction with pole #1794 on present transmission line.

Also commencing at pole #1686 on present (east) transmission line, which point is 7. 34°30' E. 2570.0 feet from said S.W. corner Sec. 28; thence S. 27°20' E. 522.0 feet; thence S. 7°00' E. 2560.0 feet; thence S. 19°39' W. 841 feet to pole #1673 on present (east) line; all contained within the 2½ of SW¼ Sec. 28 and 2½ of NW¼ Sec. 33, Tp. 10 S., R. 40 E., B.B. & M.

It is understood and agreed that the right of way granted to the Telluride Power Company November 13, 1907 between above described poles #1808 to #1794 on west line, and #1685 to #1673 on the east line is now abandoned.

WITNESS the hand of said Grantor this 24 day of Aug. A.D. 1916.

Witness:

Kenneth Gorton. John Forebauer.

Ellis Kackley.

STATE OF IDAHO,
County of Bannock.)

On the 24 day of Aug. A.D. 1916, personally appeared before me Ellis Kackley and...the signer of the above instrument, who duly acknowledged to me that he executed the same.

Given under my hand and official seal. (Seal) John Forebauer, Notary Public. My commission expires Apr. 25, 1920. 8087. Approved as to Form & Execution. B.S.
Recorded at request of Utah Power & Light Co. 9:45 A.M. March 21, 1917.
By Sidonia Grosse, Deputy. Fee \$.80 C. W. Pomeroy, Recorder.

INSTRUMENT NO. 55503.

ELLIS KACKLEY, Grantor, of Bannock County, State of Idaho, in consideration of One (\$1.00) dollar and other valuable consideration, the receipt of which is hereby acknowledged, paid by Utah Power & Light Company, a Mine corporation, grantee, does hereby grant, bargain, sell, convey to said Grantee, its successors and assigns, the following described tract of land in Bannock County, State of Idaho, to-wit:

Commencing at a point which is S. 89°00' E. 1311.0 feet and S. 52° 54' E. 209.33 feet from the NW corner of Sec. 33, Tp. 10 S.R. 40 E.B.B. & M. thence running S. 24°47' E. 332.94 feet; thence N. 14° 06' E. 528.20 feet; thence N. 75°54' W 209.0 feet; thence S. 14°06' W. 270.0 feet to place of beginning; containing 1.91 acres. All within the NE¼ of NW¼ Sec. 33 and SE¼ of SW¼ Sec. 28 Tp. 10 S.R. 40 E.B.B. & M.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever. And the said Grantor does, for himself, his heirs, executors and administrators, covenant with said Grantee, its successors and assigns, that said Grantor is lawfully seized in fee simple of said premises, and has a good right to sell and convey the same, and that the same are free from all mortgages, encumbrances, or liens, and that said Grantor, for himself, his heirs, executors and administrators, will warrant and defend the title to said premises to said Grantee, its successors and assigns, forever, against all lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal, the 24 day of Aug. A.D. 1916.

Kenneth Gorton, Witness.

Ellis Kackley, (Seal)

STATE OF IDAHO,
County of Bannock.) ss.

On this 24 day of Aug. in the year of 1916, before me John Forebauer, a Notary Public in and for Bannock County, Idaho, personally appeared Ellis Kackley, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the date in this certificate first above written. (Seal) John Forebauer, Notary Public. My commission expires Apr. 25, 1920. Approved as to Description. A.E. Buckler. Approved as to Form & Execution. B.S. (50¢ I.R.S. Attached & Cancelled) 9:47 A.M. March 21, 1917.
Recorded at request of Utah Power Light Co. Fee \$1.00 C. W. Pomeroy, Recorder.
By Sidonia Grosse, Deputy.

INSTRUMENT NO. 53502.

QUIT CLAIM DEED.

R. R. Wilson and Myrtle R. Wilson, his wife, herein called the "Grantors", in consideration of one (\$1.00) dollars paid them by Utah Power & Light Company, a corporation of Maine, herein called the "Grantee", do hereby grant, bargain, sell, convey and quit claim to said Grantee, all of the right, title, interest and estate of the Grantors, of, in and to the following described tract of land in Bannock County, State of Idaho:

Lot No. 4 of Section 2, township 14 south, range 40 east, Boise Base and Meridian.

IN WITNESS WHEREOF, the Grantors have hereto set their hands and seals, this 10th day of January, 1917.

Signed in the presence of Claude E. Brown.

R. R. Wilson (Seal)
Myrtle R. Wilson (Seal)

BANNOCK COUNTY, IDAHO

INSTRUMENT NO. 57207.

Chris Johnson and Christina Johnson, his wife, of Bannock County, Idaho, grantors, for One Dollar and other valuable consideration, paid by the UTAH POWER & LIGHT COMPANY, a corporation, grantees, hereby grant, to said Company, its successors and assigns, the right to erect, operate and maintain electric power transmission and telephone circuits and appurtenances, attached to a single line of poles or other supports and necessary fixtures, on and over the following tract of land in Bannock County, Idaho, to-wit:

Extending along the West boundary of Grantor's land a distance of 300 feet (more or less) in a Southerly direction from the N. W. corner thereof. In S. E. 1/4 of S. E. 1/4 Sec. 27, Tp. 9 S., R. 39 E., P. 3 N., M.

IN WITNESS WHEREOF, grantors has hereunto subscribed their names this 10th day of Nov. 1916.

Chris Johnson.

Johnson.

Christina

STATE OF IDAHO,)
COUNTY OF BANNOCK.) SS

On this 10th day of November, in the year of 1916, before me, Fred E. Logue, a Notary Public, duly qualified and acting in and for said County and State, personally appeared Chris Johnson and Christina Johnson, his wife, inform to me to be the person whose names are subscribed to the above instrument, and were sworn to me that they executed the same.

My commission expires....., 19... Fred E. Logue.
Approved as to description, A. E. Buckler, Notary Public.
Approved as to Form of Execution, John J. MacLane,

(SEAL)

Recorded at request of Utah Power & Light Co. 9:57 A. M. Sept. 9, 1917.
By Lillian Spongberg, Deputy. Fee \$.60 C. W. Fomeroy, Recorder.

58

INSTRUMENT NO. 57208.

(Idaho Individual)
UTAH POWER & LIGHT COMPANY.

JOHN L. L. L. L. L.

Ellis Mackley and his wife, Grantor, of Bannock County, Idaho, do hereby grant, bargain, sell, convey, and warrant to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and of other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and poles, with the necessary guys, stays, cross-arms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantor, in Bannock County, Idaho, along a line described as follows:

Commencing at Love Power House 1470 feet West of a point 1300 feet South of the N. W. corner Sec. 33, Tp. 10 S., R. 40 E., P. 3 N., thence running N. 5° 29' E. 2212.5' thence N. 14° 13' W. 1202.4 feet, thence N. 2° 01' W. 2943.6 feet, thence N. 22° 59' E. 719.2 feet, thence N. 7° 16' W. 670 feet to the Grace Station.

Also commencing at Love Station 1480 feet East of a point 1370 feet South of said N. W. corner Sec. 33, thence running N. 4° 09' E. 3019 feet, thence N. 12° 34' W. 1523 feet, thence N. 2° 25' W. 3033 feet, thence N. 21° 41' E. 531 feet, thence N. 1° 41' W. 816 feet to Grace Station.

Excepting, however, such portions of above described lines located in property previously deeded to Utah Power & Light Company.

Together with all rights of ingress and egress necesary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

IN WITNESS the hand of the Grantor, this 16 day of June, A. D. 1917.

Ellis Mackley.

STATE OF IDAHO,)
COUNTY OF BANNOCK.) SS

On this 16th day of June, in the year 1917, before me, H. G. Roberts, a Notary Public in and for the State of Idaho, personally appeared Ellis Mackley and... his wife, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

H. G. Roberts.

Notary Public.

Residing at Soda Springs, Idaho.

File No.

My commission expires: Sept. 20th, 1919.

Approved as to description A. E. Buckler.

Recorded at request of Utah Power & Light Co.
By Lillian Spongberg, Deputy.

9:53 A. M.
Fee \$.60

Sept. 9, 1917.
C. W. Fomeroy, Recorder.

The South East One Fourth of the South East One Fourth of Section Twenty One, and the North One Half of the North East One Fourth of section Twenty Eight, and the south West one fourth of the north east one fourth, all in Sec. 28 Two, 12 Range 40 east of Boise Meridian, containing 160 acres. Southwest one fourth north east one fourth sec. 28 Two. 12 Range 40 East.

For the sum of Twenty Five Hundred (25000.00) Dollars of which the said party or the second part has this day paid the sum of Five Hundred (500) dollars down the balance of Two Thousand to be paid as follows:

\$2000.00 by assenting any Agreeing to pay a certain mortgage for the said amount to the International Mortgage Company of Spokane Washington, due as per mortgage contract.

And the party of the first part agrees that upon payment of the said purchase money and interest from April first 1918, also the taxes for the year 1918, and the faithful performance by the party of the second part of all the agreement herein contained that the party of the first part will cause to be executed and delivered to the party of the second part upon his surrender of this agreement a warranty deed to the said party conveying a good clear title to the said property.

the party of the second part shall have immediate possession of the said premises.

In witness here of the parties heretofore hereunto set their hands and seals the day and year first above written.

Signed in the presents of
Carrie M. Smith.

Arthon Nelson.

Rifle G. Nelson.

STATE OF IDAHO, }
County of Bannock. } SS

On this 28 day of December, 1918, personally appeared before me Arthon Nelson and Rifle G. Nelson, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

(Notarial Seal)
My commission expires April 17, 1921.

A. T. Smith.
Notary Public.

Recorded at request of
Albert Kroph, Cleveland, Ida.
By Lillian Sponberg, Deputy

10:20 A. M. November 1, 1919
Fee \$.80 C. W. Pomeroy, Recorder.

INSTRUMENT NO. 72414

THIS AGREEMENT, between Utah Power & Light Company, a corporation of Maine, hereinafter called the "Company", and Dr. Ellis Kackley, of Soda Springs, Caribou County, Idaho:

1. The Company in building its Cove flume destroyed a ditch, which carried water from a spring in the Southeast quarter of the Southwest quarter of Section 28, Township 10 South, Range 40 East, Boise Meridian, to approximately 10 acres of land belonging to said Kackley in the Southeast quarter of the Northwest quarter of Section 33, Township 10 South, Range 40 East, B. M.

2. The Company in excavating the foundation for said flume shot some rocks on to the land of the said Kackley, in the West half of Section 28, Township 10 South, Range 40 East, B. M.

3. Said Kackley granted oral permission to the Company to use a road crossing his land in the West half of Section 28, said Township and Range, and another road crossing his land in the East half of Section 28, and the Northeast quarter of the Northwest quarter of Section 33, said Township and Range.

4. The Company now desires to lay a pipe line from a spring on its land in the Southeast quarter of the Southwest quarter of Section 28, Township 10 South, Range 40 East, B. M., to its Cove Plant, for the purpose of carrying a portion of the water arising in this spring to its Cove Plant for station service purposes. Such pipe line will cross a small tract of land belonging to said Kackley in the Southeast quarter of the Southwest quarter of said Section 28, said Township and Range.

IT IS THEREFORE AGREED by and between said parties that said Kackley for good and valuable consideration, receipt whereof is hereby acknowledged, grants permission to

said Company as follows:
 8745

(a) To enter upon the lands mentioned in paragraph four above, and excavate a trench across such land and lay in such trench, not less than two (2) feet below the surface, a pipe line of such size as it may find necessary to convey sufficient water for the above mentioned purpose from the spring hereinabove mentioned in said paragraph four, and to hereafter, as occasion may require, enter upon said land for the purpose of renewing, maintaining or repairing such pipe line.

(b) To use the road between Grace Power Station and Cove Power Station, crossing the lands owned by said Kackley in the Southwest quarter of the Northwest quarter, and the Northwest quarter of the Southwest quarter of Section 28, Township 10 South, Range 40 East, for the period of two (2) years, or such further time as may be necessary, but such permission may be revoked at any time by said Kackley after the expiration of two (2) years.

PROVIDED, said Company will lay a pipe line sufficient to carry fifteen (15) inches of water in excess of the quantity required by it at its Cove Plant, said fifteen (15) inches of water to be delivered to the old Kackley Ditch at a point near the Penstock of the Cove Plant, and to be conveyed by said Kackley through said ditch across the land of the Company, permission being hereby given to said Kackley to use such ditch and to enter upon said lands of the Company for the purpose of maintaining and repairing such ditch, as occasion may require, to the land of said Kackley, which he claims is now deprived of water owing to the destruction of the upper section of the ditch hereinbefore referred to. Said Company to so manipulate the flow of water through said pipe as to deliver a continuous flow of ten (10) inches of water to the above mentioned ditch at the point hereinbefore designated, between the dates of April 15th and September 15th of each year, or so long as there may be sufficient water available in said spring for such purposes, and so long as the said Company, or its successors, may use such water for the said purposes at its Cove Plant.

Executed by the parties, October, 11th, 1919.

UTAH POWER & LIGHT COMPANY.

Attest:

G. B. Thomas,
 Secretary.

By S. R. Rich,
 Vice-President & General Manager.

(CORPORATE SEAL)

In the presence of:

Geo. R. Corey.

Ellis Kackley (Seal)

OK

LP.
 JWH.

Recorded at request of
 Utah Power & Light Co. Salt Lake, Ut.
 By Lillian Sponberg, Deputy

10:40 P. M. November 1, 1919
 Fee \$1.20 C. W. Pomeroy, Recorder.

INSTRUMENT NO. 72437

AGREEMENT.

THIS AGREEMENT, Made and entered into the 28th day of October, in the year of our Lord one thousand nine hundred and eighteen, between Mabel J. Emelaka, (Single) of Pocatello, County of Bannock State of Idaho, party of the first part, and Ellis T. Olson, of Pocatello, County of Bannock, State of Idaho, the party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the covenants and agreements on the part of the said party of the second part, hereinafter contained, agrees to sell and convey unto the said party of the second part, and the second party agrees to ~~sell and convey unto the said party of the second part, and the second party agrees to~~ buy all these certain lots, pieces or parcels of land, situate, lying and being in County of Bannock, and State of Idaho, and bounded and particularly described as follows, to-wit:

The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ -SE $\frac{1}{4}$) of Section Thirty-one (31) and the South Half of the Southwest Quarter (S $\frac{1}{2}$ -SW $\frac{1}{4}$) of Section thirty-two (32), Township five (5) South, Range thirty-four (34) E. B. M., in Idaho, containing one hundred twenty (120) acres, according to the official plat of the survey of the said lands returned to the General Land Office by the Surveyor General;

together with all ditches, water or water rights belonging or appurtenant to said lands or thereon used and enjoyed.

It is understood between the parties hereto that the engine and pump now on said premises is not included in this agreement.

Elsmore his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)
My commission expires:
Jan. 22, 1942

H. T. Bickmore
Notary Public
Residing at Preston, Idaho.
File No. 307

APPROVED
CB

APPROVED AS
TO DESCRIPTION
OSC
WHC

RECORDED APR 4 1941 10 15 AM in Book 84 of Deeds, page 51, Records of Bannock County, State of Idaho. At Request of Ut. Power & Lt. Co.

Anna Keefe, Recorder

Fee 80¢
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INSTRUMENT NO. 214348

(Idaho Individual)

UTAH POWER & LIGHT COMPANY

POLE LINE EASEMENT

1. Ellis Kackley, unmarried, Grantor, of Bannock County, Idaho, does hereby grant, bargain, sell, convey, and warrant to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and 2 guy anchors - 7 poles, with the necessary guys, stubs, cross-arms, and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantor, in Bannock County, Idaho, along a line described as follows:

Beginning at fence on north boundary line of grantor's land at a point 660 feet north and 1840 feet east, more or less, from the west quarter corner of Section 33, T. 10 S. R. 40 E. 984M., thence running S. 39° 31' E. 163 feet, thence S. 51° 29' E. 1955 feet, more or less, on said land and being in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4 of said Section 33.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand of the Grantor, this 9th day of Aug, A. D. 1940.

Ellis Kackley

STATE OF IDAHO, (ss.
County of Bannock (

On this 9th day of August, in the year 1940, before me, H. T. Bickmore a Notary Public in and for the State of Idaho, personally appeared Ellis Kackley and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)
My commission expires:
Jan. 22, 1942

H. T. Bickmore
Notary Public
Residing at Preston, Idaho.
File No. 6789

APPROVED
CB

APPROVED AS
TO DESCRIPTION
OSC
WHC

RECORDED APR 4 1941 10 16 AM in Book 84 of Deeds page 52, Records of Bannock County, State of Idaho. At Request of Ut. Power & Lt. Co., Salt Lake

Anna Keefe, Recorder

Fee 80¢
- - - - -

Bannock County, of the State of Idaho, particularly described as follows, to-wit:

Lots Eleven (11) and Twelve (12), Block Two Hundred Seventeen (217), Pocatello Townsite, Bannock County, State of Idaho, according to the official survey of said lands returned to the General Land Office by the Surveyor General:

also,

Lot Thirteen (13) and the southerly or adjoining one-half of Lot Fourteen (14) in Block Two Hundred Seventeen (217) in the City of Pocatello, Bannock County, Idaho, containing six thousand three hundred (6,300) square feet, according to the Official Plat of the survey of the said lands returned to the General Land Office by the Surveyor General;

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances unto said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

(CORPORATE SEAL)

ATTEST: Cy Young

Secretary

STATE OF IDAHO)

COUNTY OF BANNOCK) ss.

POCATELLO LODGE NO. 387, LOYAL ORDER OF MOOSE

By George S. Murphy, Sr.

Gleam O. Cameron

Henry Kranning, Jr.

T. D. Parkinson

(SEAL) Governor

(SEAL)

(SEAL)

(SEAL)

Trustees

On this 22nd day of November, in the year 1947, before me, C. M. Jeffery, a Notary Public in and for Bannock County, State of Idaho, personally appeared GEORGE S. MURPHY, SR., and CY YOUNG, as Governor and Secretary, respectively, of Pocatello Lodge No. 387, Loyal Order of Moose, and G. O. Cameron, Henry Kranning, Jr. and T. D. Parkinson, as Trustees thereof, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

C. M. Jeffery NOTARY PUBLIC
Residing at Pocatello, Idaho

Filed for record at the request of B. T. A. Co., Feby 10, 1948, at 31 minutes past 2 o'clock PM in Book 100 of Deeds, Page 508.

Anna Keefe, Recorder

Fee \$1.00

INSTRUMENT NO. 257886

UTAH POWER & LIGHT COMPANY

(Idaho Individual)

1.

POLE LINE EASEMENT

CARL JEPPESEN and HILDA JEPPESEN his wife, Grantors, of Bannock County, Idaho, do hereby grant, bargain, sell, convey, and warrant to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and 2 guy anchors and 6 poles, with the necessary guys and cross-arms, and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantors, in Bannock County, Idaho along a line described as follows:

Beginning at fence on east boundary line of grantor's land at a point 230 feet north, more or less, from the east quarter corner of Section 21, T.10S., R.40 E., B.B. & M., thence running approximately S.79°34' W. 2564 feet on said land and being in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 21.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hands of the Grantors, this 24th day of November, A.D. 1947.

Carl Jeppesen
Hilda Jeppesen

STATE OF IDAHO)

COUNTY OF BANNOCK) ss.

On this 24th day of November, in the year 1947, before me H. T. Dickmore a Notary Public in and for the State of Idaho, personally appeared Carl Jeppesen and Hilda Jeppesen his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)
My Commission expires:
Jan 22, 1950.

H. T. Bickmore Notary Public
Residing at Preston, Idaho

APPROVED AS TO
FORM & EXECUTION
CEO

APPROVED AS
TO DESCRIPTION
OSL WHC

File No. 21980

RECORDED FEB 11 1948 9 08 AM in Book 100 of Deeds, Page 609, RECORDS OF BANNOCK COUNTY, STATE OF IDAHO, at request of Utah Power & Light Co., P.O. Box 899, Salt Lake City, Utah

Anna Keefe, Recorder

Fee .80

INSTRUMENT NO. 257891

QUIT CLAIM DEED

THIS INDENTURE, Made the 15th day of October, in the year of our Lord One Thousand Nine Hundred and Forty-seven between J. M. Larsen and his wife, Ellen E. Larsen of Preston, of the County of Franklin and State of Idaho the parties of the first part, and D. A. Cunningham of Downey, of the County of Bannock and State of Idaho, the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One and No/100 DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever Quit claim unto the said party of the second part, and to his heirs and assigns, all that certain tract of land situated in Bannock County of the State of Idaho, particularly described as follows, to-wit:

The East half of the Southwest quarter of Section 26, Township 11 South, Range 36 East of the Boise Meridian, containing 80 acres.

This deed is given to correct title.

Together with all and singular, the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances unto said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

J. M. Larsen

(H. T. B.)

Ellen E. Larsen

(H. T. B.)

STATE OF IDAHO)

)

COUNTY OF FRANKLIN)

) ss.

On this 15th day of October in the year 1947, before me Ted Larsen a Notary Public in and for said County and State personally appeared J. M. Larsen and his wife, Ellen E. Larsen, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

Ted Larsen
Residence:

Notary Public
Preston, Idaho

I hereby certify that this instrument was filed for record at request of D. A. Cunningham, Downey, Idaho at 55 minutes past 1 PM this 11 day of Feb., A.D. 1948, in my office and duly recorded in Book 100 of Deeds, Page 610.

Anna Keefe, Recorder

Fee \$1.00

INSTRUMENT NO. 257897

DEED GIFT

THIS INDENTURE, Made the fifth day of January in the year of our Lord One Thousand Nine Hundred and Forty-six (1946), between Barnard O'Kessan and Florence O'Kessan, husband and wife, of Pocatello, Bannock County, State of Idaho, the parties of the first part, and Florence O'Kessan, wife of the said Barnard O'Kessan, the said party of the first part, of Pocatello, Bannock County, State of Idaho, the party of the second part;

WITNESSETH, That said Barnard O'Kessan, one of the parties of the first part, for and in consideration of the love and affection which he bears toward his wife, the said Florence O'Kessan, and for the purpose of making her a gift and to provide for her comfort

UTAH POWER & LIGHT COMPANY

POLE LINE EASEMENT

EVAN M. KACKLEY and LOIS KACKLEY

his wife, Grantors, of Wayan, Caribou County, Idaho, do hereby grant, bargain, sell, convey and warrant to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and one guy anchor and 8 poles, with the necessary guys, stubs, cross arms, and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantors, in Caribou County, Idaho, along a line described as follows:

Beginning on the west boundary line of the Grantors' land at a point 1780 feet south and 645 feet west, more or less, from the north one quarter corner of Section 33, T. 10 S.; R. 40 E., B.M., thence S. 31° 01' E. 215 feet, more or less, thence S. 7° 00' E. 3368 feet to a fence on the south boundary line of said land and being in the SE 1/4 of the NW 1/4 and the E 1/2 of the SW 1/4 of said Section 33.

PROVIDED, HOWEVER, if said right-of-way is ever abandoned by said Grantee, or if Grantee ever ceases to use said right-of-way for the purposes herein mentioned, then said Grantee will remove said poles and the said property will revert to the said Grantors and said easement will be deemed cancelled.

Said Grantee shall always keep said right-of-way free of weeds, noxious and otherwise.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hands of the Grantors, this 19th day of April, A.D. 1961

Evan M. Kackley
Lois Kackley

STATE OF IDAHO,
County of Bannock

ss.

On this 19th day of April, in the year 1961, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared EVAN M. KACKLEY and LOIS KACKLEY, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledge to me that they executed the same.

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

My commission expires:

Notary Public

Residing at

Pocatello, Idaho

APPROVED AS TO DESCRIPTION *and*
APPROVED AS TO FORM *and*

File No. 33752

STATE OF IDAHO (as

Notary Public

My commission expires

on

at

in

County of

State of

My commission expires

on

at

in

UTAH POWER & LIGHT COMPANY

POLE LINE EASEMENT

EVAN W. KACKLEY and LOIS KACKLEY

his wife, Grantors, of Ada County, Idaho, do hereby grant, bargain, sell, convey and warrant to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and one guy anchor and three poles, with the necessary guys, stubs, cross arms, and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantors, in Cassida County, Idaho, along a line described as follows:

Beginning at the East boundary corner of the Grantors' land at a point 765 feet North and 1490 feet West, more or less, from the Southeast corner of Section 21, T. 10 S., R. 40 E., S.M., thence S. 56° 12' W. 838 feet on said land and being in the SW 1/4 of the SE 1/4 of said Section 21.

STATE OF IDAHO, ss
County of Caribou

I hereby certify that this instrument was filed for record at the request of

Utah Power & Light Co.

this 15 day of January in my office and duly

recorded in Book

at page 45

Ex-Officio Recorder

49327

Together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hands of the Grantors, this 10 day of October, A. D. 19 62

Evan W. Kackley

Lois Kackley

STATE OF IDAHO,

County of ADA

ss.

On this 10th day of October, in the year 19 62, before

me, William L. Weber Jr. a Notary Public in and for the State of Idaho,

personally appeared Evan W. Kackley and Lois Kackley

his wife, known to me to be the persons whose names are subscribed to the within instrument,

and acknowledge to me that they executed the same.

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

William L. Weber Jr.
Notary Public

My commission expires:

Residing at

February 1st 1964

Preston, Idaho

APPROVED AS TO DESCRIPTION WHL

File No. 34699

APPROVED AS TO FORM WHL

CORRECT:

APPROVED:

Robert H. Hyper
Right of Way Engineer

H. A. Trench
Idaho Outside Plant Engineer

THE UNDERSIGNED, For and in consideration of Cash and notes Dollars (\$100) in hand paid, the RECEIPT whereof is hereby confessed and acknowledged, hereby (granted) unto THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate, maintain and repair its lines of Telephone and Telegraph, including underground conduit, poles, anchors, cables, wires and fixtures upon, under, over and across the property owned by the UNDERSIGNED, or in which the

UNDERSIGNED (have) any interest in That portion of Tract fourteen (14) located in the Northwest one-quarter of the Southwest one-quarter (NW 1/4 SW 1/4) in Section Twenty One (21) Township Ten South Range Forty East (T10S-R.40E) of the Boise Meridian

County of Carbon and State of Idaho
and upon and along the roads, streets, alleys or highways adjoining the said property, ~~with the right to prevent the attachment of the~~
~~ires and fixtures of any other company, the right to run any branch and cross wires to any such branch and cross wires cleared at least four~~
~~feet from all wires, and the right to set the necessary guy and~~ ~~anchors, and to attach thereto the necessary guy wires.~~

IN WITNESS WHEREOF these presents have been executed by the UNDERSIGNED this 22nd day of September, A.D. 1924, at Boise, Idaho

WITNESSES:
Robert H. Hyper
[Signature]
Grantor

M. S. T. & Co. No. 10810

RIGHT OF WAY

FROM

Evan M. Kackley
Lois Kackley

TO

THE MOUNTAIN STATES TEL. & TEL. CO.

Section 21

Township 10S

Range 40E

Form 3140-3127 or
Est. No. I-6-5336

P. C. or Sheet No. 1

Spec. No. —

Toll Line Name
And Code —

Exchange and Code Grace

Line No. 14E, LC. C1405

Item
Pole No. —

Anc. on Pole No. 11

O/H Between Pole No. —

Bu. Cu. From Pole No. 11 - No. 2
Thence West 18' to Prop.

Title — Line

PLANT RECORDS POSTED

Date

By

This space for use of
County Clerk and Recorder

STATE OF IDAHO

Adm.

22nd

day of September

in the year 1968 before me,

Robert H. Tupper

Evan M. Kackley

all the right and title in and to the above described

and that they

know the contents of the foregoing instrument and the facts stated therein and that they are not aware of any legal impediment to the execution of the same.

My Commission Expires

Idaho

My Commission Expires

July 9, 1968

MAIL TO

THE MOUNTAIN STATES TELEPHONE AND
TELEGRAPH CO.

Boise, Idaho

P.O. Box 1679

Attention: IDAHO OUTSIDE PLANT
ENGINEER

165448

QUIT-CLAIM DEED

FOR VALUE RECEIVED, GILBERT FARMS, LLC, of Grace, County of Caribou, State of Idaho, do hereby convey, release, remise and forever quit claim unto ALVIN E. KACKLEY AND ELLIS N. KACKLEY, both singles person,, of Tucson, AZ, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the following described premises, to-wit:

All mineral rights for minerals of every kind, including gas, oil and other hydrocarbon substances, in under or upon or as may be produced from the real property more particularly described in Exhibit A attached hereto, and by reference made a part hereof.

together with their appurtenances.

DATED: February 26, 2002.

GILBERT FARMS, LLC

By: Don W. Gilbert
DON W. GILBERT, Member

STATE OF IDAHO)
County of Caribou) ss.

On this 18 day of March, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Don W. Gilbert, known to me to be a member of Gilbert Farms, LLC, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as said member of Gilbert Farms, LLC.

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 Lee Moore
NOTARY PUBLIC for the State of Idaho
Residing at: Soda Springs, Idaho
Commission expires: 8/15/2003

STATE OF IDAHO } ss **165448**
County of Caribou }

I hereby certify that this instrument was filed at the request of Caribou Title at 11:25 o'clock A in this 16th day of March, 2002 in my office and duly recorded official Records

Recorder Edre Izatt Terri Stephens
Signature Deputy 12.00
CT

Exhibit A
Gilbert-Kackley
(1)

165448

Caribou County, Idaho:

Township 10 South, Range 40 East of the Boise Meridian:

Section 21: E½SW¼, W½SE¼, EXCEPT THEREFROM, Beginning at a point on the North boundary line of the SW¼ of said Section 21, Township and Range aforesaid, said point being marked by concrete block 8 inches square on top, 26 inches long bearing lead plug on which is stamped No. "3" whence Northwest corner of NE½SW¼ of aforesaid Section 21 bears North 89°3' West on said Section line 77.2 feet;
thence South 89°3' East on said Section line 1581.5 feet to a point;
thence South 46°55' West 1202.6 feet to a point;
thence South 10°12' East 568.3 feet to a point;
thence South 73°42' West 175 feet to a point marked by a concrete monument similar to one described above and stamped No. "4";
thence North 23°25' West 1588.8 feet, to the point of beginning.
ALSO EXCEPT THEREFROM, Beginning at the center of the SW¼ of Section 21, Township and Range aforesaid,
thence North 1349 feet, more or less, to the Northwest corner of the NE½SW¼ of Section 21;
thence East 77.4 feet;
thence South 24°18' East 1588.8 feet;
thence South 72°59' West 868.3 feet, more or less to the Bear River;
thence Northerly along bank of said River approximately 350 feet to the Northerly boundary line of the SW¼SW¼ of said Section 21;
thence East 98 feet, more or less, to the point of beginning.
ALSO EXCEPT THEREFROM, Beginning at a point in the South boundary of the Right of Way purchased by The Telluride Power Co., said point bearing South 73°42' West 475 feet from monument No. 4;
thence South 1°25' West 463.1 feet to said point;
thence North 89°17' West 372.2 feet to a point on the river bank;
thence North 1°1' East 348 feet along the East bank of the Bear River to the Southwest corner of the above mentioned Telluride Power Company's Right of Way;
thence North 73°42' East 393.248 feet, more or less, along said right of way, to the point of beginning.
ALSO EXCEPT THEREFROM, Beginning at channel and center of the bed of Bear River where same is intersected by Northerly boundary line of Section 28, Township and Range, aforesaid:
thence South 87°53' East 513 feet;

thence North 628 feet, more or less, to concrete property monument marked "201" which monument is set on Southerly boundary of tract of land now owned by Utah Power & Light Company;

thence North 89°17' West 438 feet, more or less, to channel and center of bed of the Bear River;

thence Southwesterly along the channel and center of bed of the Bear River 625 feet, more or less, to the point of beginning.

ALSO EXCEPT THEREFROM, Beginning on the South boundary of Section 21, Township and Range aforesaid, at a point 1452.0 feet South 87°53' East from the Southwest corner of said Section 21, which point is on the Eastern boundary of property owned by Utah Power & Light Company;

thence running South 87°53' East 884.0 feet;

thence North 535.0 feet;

thence North 12°48' West 800.0 feet;

thence South 73°42' West 750.0 feet;

thence South 1°25' East along the East boundary of the property of Utah Power & Light Company, 1091.0 feet, to the point of beginning.

Section 28: N½N½, E½N½, SW¼NW¼, NW¼SW¼, E½SW¼, SE¼.

EXCEPT THEREFROM, A strip of land 200 feet wide, being 100 feet on each side of a centerline described as follows:

Beginning at a point on the Southerly boundary line of Section 28, Township and Range aforesaid, said point being North 89°0' West 3836.6 feet from the Southeast corner of said Section 28;

thence North 13°55' East 543 feet;

thence North 11°07' West 809 feet;

thence North 16°45' West 767 feet;

thence North 5°51' East 784 feet;

thence North 10°38' West 1206 feet to the South line of the N½NW¼ of said Section 28,

to the point of beginning.

ALSO EXCEPT THEREFROM, Beginning at the Northwest corner of the N½NW¼ of said Section 28, Township and Range aforesaid, which corner is marked "C-2";

thence running South 87°53' East 497.6 feet;

thence South 10°18' West 232.0 feet;

thence South 43°58' West 680.5 feet;

thence North 1°39' East 738.2 feet,

to the point of beginning.

ALSO EXCEPT THEREFROM, A tract of land in the SE¼SW¼ of said Section 28, Township and Range aforesaid, lying and being between the West line of Utah Power & Light Company land and the West line of the SE¼SW¼ of said Section 28, and being more particularly described as follows:

Beginning at a point 90.8 feet North and 3932 feet West

from the Southeast corner of said Section 28, said point being on the West line of said SEXSWX;
thence running North 13°55' East 520.8 feet;
thence North 11°07' West 557.8 feet to the West line of said SEXSWX;
thence South 1°03' West along the West line of said SEXSWX 1060 feet,
to the point of beginning.

Section 33: NEX, EXNW, EXSW, WXSE, NEXSE, EXCEPT THEREFROM, Beginning at a point North 89°0' West 3933 feet from the Northeast corner of said Section 33, Township and Range aforesaid;
thence South 1°13' West 2010 feet along the West boundary of the EXNW of said Section 33;
thence South 89°0' East 670 feet;
thence North 1°13' East 1340 feet;
thence North 89°0' West 233.5 feet;
thence North 24°58' West 614 feet;
thence North 13°55' East 121 feet;
thence North 89°0' West 192.2 feet,
to the point of beginning.

ALSO EXCEPT THEREFROM, a tract of land in Section 28 and 33, Township and Range aforesaid, being more particularly described as follows:

Beginning at a point which is South 89°00' East 1311.0 feet and South 52°54' East 209.33 feet from the Northwest corner of said Section 33, and running
thence South 24°47' East 332.94 feet;
thence North 14°06' East 528.20 feet;
thence North 75°54' West 209.00 feet;
thence South 14°06' West 270.00 feet,
to the point of beginning.

165297
STATE OF IDAHO
County of Caribou
Date: February 7, 2002
Time: 1:50 PM
Official Records
Recorder: Edie Izatt
Deputy: Edie Reddick
After Recording Retain to: 21.00 CT
Farm Credit Services - Preston
102 North State
PO Box 386
Preston, ID 83263

Customer/Note No: 44250 - 441

Mortgage

THIS MORTGAGE IS ALSO INTENDED TO BE A FIXTURE FILING

On February 1, 2002, Gilbert Farms, L.L.C., which took title as Gilbert Farms, L.L.C., a limited liability company, hereinafter called Mortgagors, whose address is

1805 Grace Power Plant Rd
Grace, ID 83241

grant, convey, warrant, transfer and assign to Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, a mortgage and security interest in property in Caribou County(ies), State of Idaho, more particularly described as follows:

Caribou County, Idaho:

Township 10 South, Range 40 East of the Boise Meridian:

Section 21. E1/2SW1/4, W1/2SE1/4, EXCEPT THEREFROM, Beginning at a point on the North boundary line of the SW1/4 of said Section 21, Township and Range aforesaid, said point being marked by concrete block 8 inches square on top, 26 inches long bearing lead plug on which is stamped No. "3" whence Northwest corner of NE1/4SW1/4 of aforesaid Section 21 bears North 89°3' West on said Section line 77.2 feet; thence South 89°3' East on said Section line 1581.5 feet to a point; thence South 46°55' West 1202.6 feet to a point; thence South 10°12' East 568.3 feet to a point; thence South 73°42' West 175 feet to a point marked by a concrete monument similar to one described above and stamped No. "4"; thence North 23°25' West 1588.8 feet, to the point of beginning.
ALSO EXCEPT THEREFROM, Beginning at the center of the SW1/4 of Section 21, Township and Range aforesaid, thence North 1349 feet, more or less, to the Northwest corner of the NE1/4SW1/4 of Section 21, thence East 77.4 feet; thence South 24°18' East 1588.8 feet; thence South 72°59' West 868.3 feet, more or less to the Bear River; thence Northerly along bank of said River approximately 350 feet to the Northerly boundary line of the SW1/4SW1/4 of said Section 21; thence East 98 feet, more or less, to the point of beginning.
ALSO EXCEPT THEREFROM, Beginning at a point in the South boundary of the Right of Way purchased by The Telluride Power Co., said point bearing South 73°42' West 475 feet from monument No. 4; thence South 1°25' West 463.1 feet to said point; thence North 89°17' West 372.2 feet to a point on the river bank; thence North 1°1' East 348 feet along the East bank of the Bear River to the Southwest corner of the above mentioned Telluride Power Company's Right of Way; thence North 73°42' East 393.248 feet, more or less, along said right of way, to the point of beginning.
ALSO EXCEPT THEREFROM, Beginning at channel and center of the bed of Bear River where same is intersected by Northerly boundary line of Section 28, Township and Range, aforesaid; thence South 87°53' East 513 feet; thence North 623 feet, more or less, to concrete property monument marked "201" which monument is set on Southerly boundary of tract of land now owned by Utah Power & Light Company, thence North 89°17' West 438 feet, more or less, to channel and center of bed of the Bear River; thence Southwesterly along the channel and center of bed of the Bear River 625 feet, more or less, to the point of beginning.

Mortgage (44250-441)

165297

ALSO EXCEPT THEREFROM, Beginning on the South boundary of Section 21, Township and Range aforesaid, at a point 1452.0 feet South 87°53' East from the Southwest corner of said Section 21, which point is on the Eastern boundary of property owned by Utah Power & Light Company;
thence running South 87°53' East 884.0 feet;
thence North 535.0 feet;
thence North 12°48' West 800.0 feet;
thence South 73°42' West 750.0 feet;
thence South 1°25' East along the East boundary of the property of Utah Power & Light Company, 1091.0 feet,
to the point of beginning.

Section 28: W1/2NE1/4, E1/2NW1/4, SW1/4NW1/4, NW1/4SW1/4, E1/2SW1/4, SE1/4.
EXCEPT THEREFROM, A strip of land 200 feet wide, being 100 feet on each side of a centerline described as follows:
Beginning at a point on the Southerly boundary line of Section 28, Township and Range aforesaid, said point being North 89°0' West 3836.6 feet from the Southeast corner of said Section 28;
thence North 13°55' East 543 feet;
thence North 11°07' West 809 feet;
thence North 16°45' West 767 feet;
thence North 5°51' East 784 feet;
thence North 10°38' West 1206 feet to the South line of the N1/2NW1/4 of said Section 28;
to the point of beginning.
ALSO EXCEPT THEREFROM, Beginning at the Northwest corner of the NE1/4NW1/4 of said Section 28, Township and Range aforesaid, which corner is marked "C-2";
thence running South 87°53' East 497.6 feet;
thence South 10°18' West 232.0 feet;
thence South 43°58' West 680.5 feet;
thence North 1°39' East 738.2 feet,
to the point of beginning.
ALSO EXCEPT THEREFROM, A tract of land in the SE1/4SW1/4 of said Section 28, Township and Range aforesaid, lying and being between the West line of Utah Power & Light Company land and the West line of the SE1/4SW1/4 of said Section 28, and being more particularly described as follows:
Beginning at a point 90.8 feet North and 3932 feet West from the Southeast corner of said Section 28, said point being on the West line of said SE1/4SW1/4;
thence running North 13°55' East 520.8 feet;
thence North 11°07' West 557.8 feet to the West line of said SE1/4SW1/4;
thence South 1°03' West along the West line of said SE1/4SW1/4 1060 feet,
to the point of beginning.

Section 33: NE1/4, E1/2NW1/4, E1/2SW1/4, W1/2SE1/4, NE1/4SE1/4, EXCEPT THEREFROM, Beginning at a point North 89°0' West 3933 feet from the Northeast corner of said Section 33, Township and Range aforesaid;
thence South 1°13' West 2010 feet along the West boundary of the E1/2NW1/4 of said Section 33;
thence South 89°0' East 670 feet;
thence North 1°13' East 1340 feet;
thence North 89°0' West 233.5 feet;
thence North 24°58' West 614 feet;
thence North 13°55' East 121 feet;
thence North 89°0' West 192.2 feet,
to the point of beginning.
ALSO EXCEPT THEREFROM, a tract of land in Section 28 and 33, Township and Range aforesaid, being more particularly described as follows:
Beginning at a point which is South 89°00' East 1311.0 feet and South 52°54' East 209.33 feet from the Northwest corner of said Section 33, and running
thence South 24°47' East 332.94 feet;
thence North 14°06' East 528.20 feet;
thence North 75°54' West 209.00 feet;
thence South 14°06' West 270.00 feet,
to the point of beginning;

All irrigation equipment, now owned and used, in whole or in part, to irrigate the mortgaged property, together with all similar goods which may be acquired at any time, any additions, replacements, substitutions and accessions;

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

165297

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Mortgagor under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Mortgagors to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
February 1, 2002	\$1,529,600.00	February 1, 2022

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Mortgagor authorizes Mortgagee to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Mortgagor.
2. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property.
3. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located in whole or in part within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Mortgagee.
4. Not to apply or enter into any federal, state, or local program which limits or restricts the use of the Property, in any way, without prior written consent of Mortgagee.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this mortgage, except as stated above.
6. To specifically assign and deliver to Mortgagee all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; and Mortgagee may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and Mortgagee shall have the right to enter upon the Property to make full inspection of the Property.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws, not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Mortgagee; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagors or to any other person), to forward copies of any notices received from any environmental agencies to Mortgagee; to provide Mortgagee copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Mortgagee, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.

8. That neither Mortgagors nor, to the best of the Mortgagor's knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Mortgagor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Notes and Loan Documents, foreclosure of this mortgage, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this mortgage, naming Mortgagee as an assignee shall be for security purposes and shall not alter Mortgagors' obligations hereunder; and any failure of Mortgagors to perform any such obligation shall constitute an event of default.
10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, mortgaged or waived to Mortgagee, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Mortgagee shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Mortgagors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this mortgage.
11. To execute any instrument deemed necessary by the Mortgagee to assign, mortgage or waive such Grazing Rights to the Mortgagee, to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Mortgagee copies of any notices received by Mortgagors regarding the Grazing Rights; and in the event of foreclosure of this mortgage, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Mortgagors shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Mortgagee their attorney-in-fact to select and designate the portion of the Property to be subject to a recordable contract, in the event Mortgagors become subject to the excess land limitation; if Mortgagors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagors shall execute a supplemental mortgage on such lands in favor of the Mortgagee; and failure to execute such mortgage on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option perform the same, in whole or in part; any advances, including, without limitation, attorney fees or costs, paid or incurred by Mortgagee to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the indebtedness secured by this mortgage.
14. That the indebtedness and obligations secured by this mortgage are personal to the Mortgagors and are not assignable by Mortgagors; Mortgagee relied upon the credit of Mortgagors, the interest of Mortgagors in the Property and the financial market conditions then existing when making this loan; if Mortgagors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Mortgagee, or if Mortgagors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Mortgagors, or if Mortgagors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagors shall be in default hereunder.
15. That time is of the essence and in the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Mortgagee shall have the right to foreclose the lien of this mortgage, to have a receiver appointed in any court proceeding; to collect any rents, issues and profits from the Property and apply them against the indebtedness

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hereby secured and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.

16. That the failure of Mortgagee to exercise any right or option provided herein, at any time shall not preclude Mortgagee from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding, on and to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the mortgage shall be construed as though such provision had been omitted.
17. That Mortgagors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this mortgage.
18. That Mortgagor warrants that Mortgagor's state of formation is the State of Idaho; and Mortgagor's exact legal name is as set forth herein.

Gilbert Farms, L.L.C., a limited liability company

By: Don W. Gilbert
Don W. Gilbert, Member

By: Richard W. Gilbert
Richard W. Gilbert, Member

By: Clim R. Gilbert
Clim R. Gilbert, Member

By: Travis D. Gilbert
Travis D. Gilbert, Member

By: Corey L. Toomer
Corey L. Toomer, Member

STATE OF IDAHO)
) SS.
County of CARLETON)

On this 21st day of February, 2002, before me personally appeared Don W. Gilbert, to me known to be a Member in the limited liability company which executed the within instrument, and acknowledged that he/she executed the same as one of the Members and in the limited liability company name freely and voluntarily.

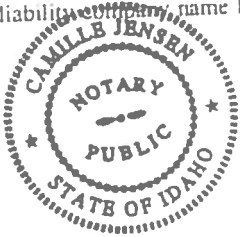
Kenneth Y. Moore

Notary Public for the State of Idaho
Residing at Soda Springs
My commission expires 8/15/2003

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STATE OF Idaho)
)ss.
County of Cassia)

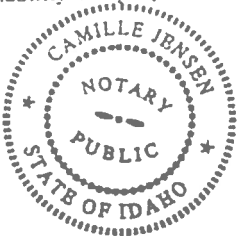
On this 1st day of Feb, 2004, before me personally appeared Richard W. Gilbert, to me known to be a Member in the limited liability company which executed the within instrument, and acknowledged that he/she executed the same as one of the Members and in the limited liability company name freely and voluntarily.



Camille Jensen
Notary Public for the State of Idaho
Residing at Blackfoot
My commission expires 2-16-06

STATE OF Idaho)
)ss.
County of Cassia)

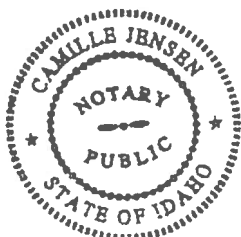
On this 1st day of Feb, 2004, before me personally appeared Clint R. Gilbert, to me known to be a Member in the limited liability company which executed the within instrument, and acknowledged that he/she executed the same as one of the Members and in the limited liability company name freely and voluntarily.



Camille Jensen
Notary Public for the State of Idaho
Residing at Blackfoot
My commission expires 2-16-06

STATE OF Idaho)
)ss.
County of Cassia)

On this 1st day of Feb, 2004, before me personally appeared Travis D. Gilbert, to me known to be a Member in the limited liability company which executed the within instrument, and acknowledged that he/she executed the same as one of the Members and in the limited liability company name freely and voluntarily.

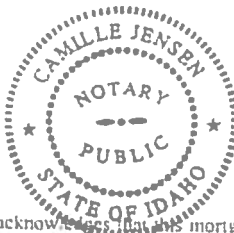


Camille Jensen
Notary Public for the State of Idaho
Residing at Blackfoot
My commission expires 2-16-06

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STATE OF Idaho)
) ss.
County of Blaine)

On this 1st day of Feb, 2008, before me personally appeared Corey L. Toomer, to me known to be a Member in the limited liability company which executed the within instrument, and acknowledged that he/she executed the same as one of the Members and in the limited liability company name freely and voluntarily.



Camille Jensen
Notary Public for the State of Idaho
Residing at Blackfoot
My commission expires 2-11-2010

Mortgagee acknowledges that this mortgage is subject to a security interest in favor of AgAmerica, FCB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Mortgagee and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Mortgagee to Bank, provided that pursuant to such agreements and assignments Mortgagee has authority to perform all loan servicing and collection actions and activities hereunder, including, without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this mortgage until the Bank, by instrument recorded in the office in which this mortgage is recorded, revokes such authority; provided, however, if Bank is the Mortgagee in this transaction, this paragraph is without effect.

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STATE OF IDAHO

County of Caribou

Date: 09-27-02
 Time: Customer/Note No: 44250 - 442 2:30 PM
 Official Records
 Recorder: Edie Izatt
 Deputy: Edie Izatt
 Fee: 21.00

After Recording Return to: Farm Credit Services - Preston
 102 North State
 PO Box 386
 Preston, ID 83263

Mortgage

THIS MORTGAGE IS ALSO INTENDED TO BE A FIXTURE FILING.

On September 6, 2002, Gilbert Farms, L.L.C., a limited liability company, hereinafter called Mortgagors, whose address is

1805 Grace Power Plant Rd
 Grace, ID 83241

grant, convey, warrant, transfer and assign to Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, a mortgage and security interest in property in Caribou County(ies), State of Idaho, more particularly described as follows:

Tract 1:

Township 10 South, Range 40 East of the Boise Meridian:

Section 21: E1/2SW1/4, W1/2SE1/4, EXCEPT THEREFROM, Beginning at a point on the North boundary line of the SW1/4 of said Section 21, Township and Range aforesaid, said point being marked by concrete block 8 inches square on top, 26 inches long bearing lead plug on which is stamped No. "3" whence Northwest corner of NE1/4SW1/4 of aforesaid Section 21 bears North 89°3' West on said Section line 77.2 feet; thence South 89°3' East on said Section line 1581.5 feet to a point; thence South 46°55' West 1202.6 feet to a point; thence South 10°12' East 568.3 feet to a point; thence South 73°42' West 175 feet to a point marked by a concrete monument similar to one described above and stamped No. "4"; thence North 23°25' West 1588.8 feet, to the point of beginning. ALSO EXCEPT THEREFROM, Beginning at the center of the SW1/4 of Section 21, Township and Range aforesaid, thence North 1349 feet, more or less, to the Northwest corner of the NE1/4SW1/4 of Section 21; thence East 77.4 feet; thence South 24°18' East 1588.8 feet; thence South 72°59' West 868.3 feet, more or less to the Bear River; thence Northerly along bank of said River approximately 350 feet to the Northerly boundary line of the SW1/4SW1/4 of said Section 21; thence East 98 feet, more or less, to the point of beginning. ALSO EXCEPT THEREFROM, Beginning at a point in the South boundary of the Right of Way purchased by The Telluride Power Co., said point bearing South 73°42' West 475 feet from monument No. 4; thence South 1°25' West 463.1 feet to said point; thence North 89°17' West 372.2 feet to a point on the river bank; thence North 1°1' East 348 feet along the East bank of the Bear River to the Southwest corner of the above mentioned Telluride Power Company's Right of Way; thence North 73°42' East 393.248 feet, more or less, along said right of way, to the point of beginning. ALSO EXCEPT THEREFROM, Beginning at channel and center of the bed of Bear River where same is intersected by Northerly boundary line of Section 28, Township and Range, aforesaid; thence South 87°53' East 513 feet; thence North 628 feet, more or less, to concrete property monument marked "201" which monument is set on Southerly boundary of tract of land now owned by Utah Power & Light Company; thence North 89°17' West 438 feet, more or less, to channel and center of bed of the Bear River; thence Southwesterly along the channel and center of bed of the Bear River 625 feet, more or less, to the point of beginning. ALSO EXCEPT THEREFROM, Beginning on the South boundary of Section 21, Township and Range aforesaid, at a point 1425.0 feet South 87°53' East from the Southwest corner of said Section 21, which point is on the Eastern boundary of property owned by Utah Power & Light Company; thence running South 87°53' East 884.0 feet; thence North 535.0 feet; thence North 12°48' West 800.0 feet; thence South 73°42' West 750.0 feet; thence South 1°25' East along the East boundary of the property of Utah Power & Light Company, 1091.0 feet, to the point of beginning.

Section 28: W1/2NE1/4, E1/2NW1/4, SW1/4NW1/4, NW1/4SW1/4, E1/2SW1/4, SE1/4, EXCEPT THEREFROM, A strip of land 200 feet wide, being 100 feet on each side of a centerline described as follows: Beginning at a point on the Southerly boundary line of Section 28, Township and Range aforesaid, said point being North 89°0' West 3836.6 feet from the Southeast corner of said Section 28; thence North 13°55' East 543 feet; thence North 11°07' West 809 feet; thence North 16°45' West 767 feet; thence North 5°51' East 784 feet; thence North 10°38' West 1206 feet to the South line of the NW1/2NW1/4 of said Section 28, to the point of beginning. ALSO EXCEPT THEREFROM, Beginning at the Northwest corner of the NE1/4NW1/4 of said Section 28, Township and Range aforesaid, which corner is marked "C-2"; thence running South 87°53' East 497.6 feet; thence South 10°18' West 232.0 feet; thence South 43°58' West 680.5 feet; thence North 1°39' East 738.2 feet; to the point of

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beginning. ALSO EXCEPT THEREFROM, A tract of land in the SE1/4SW1/4 of said Section 28, Township and Range aforesaid, lying and being between the West line of Utah Power & Light Company land and the West line of the SE1/4SW1/4 of said Section 28, and being more particularly described as follows: Beginning at a point 90.8 feet North and 3932 feet West from the Southeast corner of said Section 28, said point being on the West line of said SE1/4SW1/4; thence running North 13°55' East 520.8 feet; thence North 11°07' West 557.8 feet to the West line of said SE1/4SW1/4; thence South 1°03' West along the West line of said SE1/4SW1/4 1060 feet; to the point of beginning.

Section 33: NE1/4, E1/2NW1/4, E1/2SW1/4, W1/2SE1/4, NE1/4SE1/4, EXCEPT THEREFROM. Beginning at a point North 89°0' West 3933 feet from the Northeast corner of said Section 33, Township and Range aforesaid; thence South 1°13' West 2010 feet along the West boundary of the E1/2NW1/4 of said Section 33; thence South 89°0' East 670 feet; thence North 1°13' East 1340 feet; thence North 89°0' West 233.5 feet; thence North 24°58' West 614 feet; thence North 13°55' East 121 feet; thence North 89°0' West 192.2 feet, to the point of beginning. ALSO EXCEPT THEREFROM, a tract of land in Section 28 and 33, Township and Range aforesaid, being more particularly described as follows: Beginning at a point which is South 89°00' East 1311.0 feet and South 52°54' East 209.33 feet from the Northwest corner of said Section 33, and running thence South 24°47' East 332.94 feet; thence North 14°06' East 528.20 feet; thence North 75°54' West 209.00 feet; thence South 14°06' West 270.00 feet, to the point of beginning.

Tract II:

Township 10 South, Range 39 East of the Boise Meridian:

Section 25: NW1/4SW1/4.

Section 26: SW1/4NW1/4, SW1/4, N1/2SE1/4.

Township 10 South, Range 40 East of the Boise Meridian:

Section 21: E1/2SE1/4, ALSO, Beginning at the East quarter corner of Section 21, and running thence West 198 feet; thence North 660 feet; thence East 198 feet; thence South 660 feet, to the point of beginning. EXCEPT THEREFROM, Beginning at a point 198 feet West of the East quarter corner of Section 21, and running thence South 99 feet; thence West 660 feet; thence North 99 feet; thence East 660 feet, to the point of beginning.

Section 22: SW1/4SW1/4, ALSO, Beginning at the Southeast corner of the NW1/4SW1/4 of Section 22, and running thence West 990 feet; thence Northeasterly along the Utah Power & Light Company road, a distance of 1270.5 feet, more or less, to the intersection with the East line of the NW1/4SW1/4; thence South along the East line of the NW1/4SW1/4 796.29 feet, more or less, to the point of beginning. ALSO, Beginning at a point 25 feet North of the Southwest corner of the NW1/4SW1/4 of Section 22, said point being on the North right of way line of a county road, and running thence North 500 feet; thence Southeasterly in a straight line 570.635 feet, more or less, to a point on the North right of way line of a county road, which point is 275 feet East of the point of beginning; thence West 275 feet, to the point of beginning. EXCEPT THEREFROM, Beginning at the Southeast corner of the SW1/4SW1/4 of Section 22, and running thence West 157 feet; thence North 16°06' West 263 feet; thence North 5°17' West 355 feet; thence East 262 feet; thence South 606 feet, to the point of beginning.

Section 27: NW1/4NW1/4.

Section 28: E1/2NE1/4.

Township 11 South, Range 39 East of the Boise Meridian:

Section 1: Lots 6 and 7, NW1/4SE1/4, S1/2NW1/4, NE1/4SW1/4, E1/2NW1/4SW1/4, S1/2SW1/4, ALSO, Beginning at the Northwest corner of Lot 6 of Section 6, Township 11 South, Range 40 East of the Boise Meridian, and running thence West parallel with the North line of Lot 6 and the NW1/4SE1/4 of Section 1, to a point due North of the center of Section 1; thence South to the center of Section 1; thence East to the Northeast corner of Lot 6 of Section 1; thence North, to the point of beginning.

Section 2: SE1/4SE1/4.

Section 12: NE1/4NW1/4.

Township 11 South, Range 40 East of the Boise Meridian:

Section 6: Lots 6 and 7, E1/2SW1/4.

Section 7: Lots 1, 2, and 3, NE1/4SW1/4, NW1/4SE1/4, E1/2NW1/4, W1/2W1/2NE1/4.

All irrigation equipment, now owned and used, in whole or in part, to irrigate the mortgaged property, together with all similar goods which may be acquired at any time, and any additions, replacements, substitutions and accessions; and

All now owned or hereafter acquired equipment, machinery, appliances, tools and parts which are a part of the potato storage facility, including without limitation all temperature control systems, all humidification systems, all refrigeration systems, and all air distribution control systems. Also, all property and goods similar to those described herein which at any time may be acquired by Mortgagees, including all additions, replacements, substitutions, and accessions thereof, and all accounts, general intangibles and proceeds arising therefrom;

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating,

elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Mortgagor under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Mortgagors to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof.

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
September 6, 2002	\$128,000.00	October 1, 2012
February 1, 2002	\$1,529,600.00	February 1, 2022

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Mortgagor authorizes Mortgagee to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Mortgagor.
2. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed, to maintain and cultivate the Property in a good and husbandlike manner, using approved methods for preserving the fertility and productivity thereof; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property.
3. To maintain casualty insurance, naming Mortgagee as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located in whole or in part within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Mortgagee satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Mortgagee.
4. Not to apply or enter into any federal, state, or local program which limits or restricts the use of the Property, in any way, without prior written consent of Mortgagee.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this mortgage, except as stated above.
6. To specifically assign and deliver to Mortgagee all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; and Mortgagee may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and Mortgagee shall have the right to enter upon the Property to make full inspection of the Property.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Mortgagee; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagors or to any other person), to forward copies of any notices received from any environmental agencies to Mortgagee, to provide Mortgagee copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Mortgagee, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.

8. That neither Mortgagors nor, to the best of the Mortgagor's knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Mortgagor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this mortgage, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this mortgage, naming Mortgagee as an assignee shall be for security purposes and shall not alter Mortgagors' obligations hereunder; and any failure of Mortgagors to perform any such obligation shall constitute an event of default.
10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, mortgaged or waived to Mortgagee, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Mortgagee shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Mortgagors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this mortgage.
11. To execute any instrument deemed necessary by the Mortgagee to assign, mortgage or waive such Grazing Rights to the Mortgagee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Mortgagee copies of any notices received by Mortgagors regarding the Grazing Rights; and in the event of foreclosure of this mortgage, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Mortgagors shall comply with the terms and provisions of said laws, regulations and contracts; Mortgagors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Mortgagee their attorney-in-fact to select and designate the portion of the Property to be subject to a recordable contract, in the event Mortgagors become subject to the excess land limitation; if Mortgagors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Mortgagors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Mortgagors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Mortgagors shall execute a supplemental mortgage on such lands in favor of the Mortgagee; and failure to execute such mortgage on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Mortgagee may, at its option perform the same, in whole or in part; any advances, including, without limitation, attorney fees or costs, paid or incurred by Mortgagee to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the indebtedness secured by this mortgage.
14. That the indebtedness and obligations secured by this mortgage are personal to the Mortgagors and are not assignable by Mortgagors; Mortgagee relied upon the credit of Mortgagors, the interest of Mortgagors in the Property and the financial market conditions then existing when making this loan; if Mortgagors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Mortgagee, or if Mortgagors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Mortgagors, or if Mortgagors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Mortgagors shall be in default hereunder.
15. That time is of the essence and in the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Mortgagee shall have the right to foreclose the lien of this mortgage, to have a receiver appointed in any court proceeding; to collect any rents, issues and profits from the Property and apply them against the indebtedness hereby secured and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.

16. That the failure of Mortgagee to exercise any right or option provided herein, at any time shall not preclude Mortgagee from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the mortgage shall be construed as though such provision had been omitted.
17. That Mortgagors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this mortgage.
18. That Mortgagor warrants that Mortgagor's the state of formation is the State of Idaho and Mortgagor's exact legal name is as set forth herein.
19. This mortgage secures an obligation incurred in whole or in part for the construction of an improvement and acquisition of the Property.
20. This mortgage is supplemental to the following described mortgage(s):

Mortgage dated February 1, 2002, recorded February 7, 2002, as Instrument No. 165297, records of Caribou County, Idaho.

The above-described instruments (Prior Encumbrances) are given to secure the Notes and Loan Documents. Default in payment under any of the above described Notes or Loan Documents or default in performance of any of the terms or covenants of any Loan Document related thereto shall constitute a default under this and under all Prior Encumbrances. Mortgagee may, at its option, declare any and all of such Notes and Loan Documents immediately due and payable. Payoff of any of such Note(s) shall not entitle Mortgagors to a release of this or any Prior Encumbrances, until the entire indebtedness secured by this mortgage is paid in full.

Gilbert Farms, L.L.C., a limited liability company

By: Don W. Gilbert
Don W. Gilbert, Member

By: Richard W. Gilbert
Richard W. Gilbert, Member

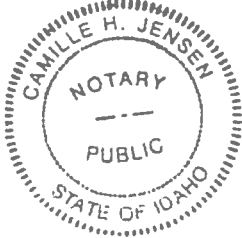
By: Clint R. Gilbert
Clint R. Gilbert, Member

By: Travis D. Gilbert
Travis D. Gilbert, Member

By: Corey L. Toomer
Corey L. Toomer, Member

STATE OF Idaho)
)ss.
 County of Caribou)

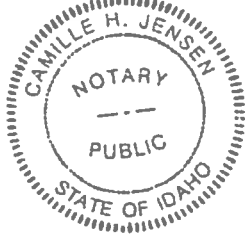
On this 16th day of September, 2002, before me personally appeared Don W. Gilbert, to me known to be a member in the limited liability company which executed the within instrument, and acknowledged that he/she executed the same as one of the members and in the limited liability company name freely and voluntarily.



Camille H. Jensen
 Printed name Camille H. Jensen
 Notary Public for the State of Idaho
 Residing at Blackfoot, ID
 My commission expires 3-11-05

STATE OF Idaho)
)ss.
 County of Caribou)

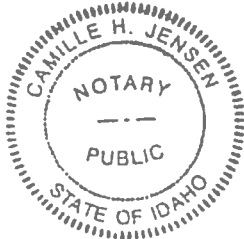
On this 16th day of September, 2002, before me personally appeared Richard W. Gilbert, to me known to be a member in the limited liability company which executed the within instrument, and acknowledged that he/she executed the same as one of the members and in the limited liability company name freely and voluntarily.



Camille H. Jensen
 Printed name Camille H. Jensen
 Notary Public for the State of Idaho
 Residing at Blackfoot, ID
 My commission expires 3-11-05

STATE OF Idaho)
)ss.
 County of Caribou)

On this 16th day of September, 2002, before me personally appeared Clint R. Gilbert, to me known to be a member in the liability company which executed the within instrument, and acknowledged that he/she executed the same as one of the members and in the limited liability company name freely and voluntarily.

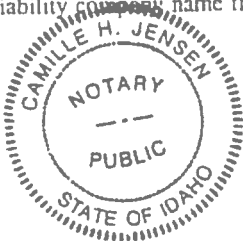


Camille H. Jensen
 Printed name Camille H. Jensen
 Notary Public for the State of Idaho
 Residing at Blackfoot, ID
 My commission expires 3-11-05

166878

STATE OF Idaho)
)ss.
County of Caribou)

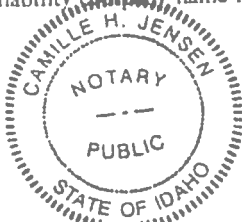
On this 6th day of September, 2002, before me personally appeared Travis D. Gilbert, to me known to be a member in the limited liability company which executed the within instrument, and acknowledged that he/she executed the same as one of the members and in the limited liability company name freely and voluntarily.



Camille H. Jensen
Printed name Camille H. Jensen
Notary Public for the State of Idaho
Residing at Blackfoot, ID
My commission expires 3-11-08

STATE OF Idaho)
)ss.
County of Caribou)

On this 6th day of September, 2002, before me personally appeared Corey L. Toomer, to me known to be a member in the limited liability company which executed the within instrument, and acknowledged that he/she executed the same as one of the members and in the limited liability company name freely and voluntarily.



Camille H. Jensen
Printed name Camille H. Jensen
Notary Public for the State of Idaho
Residing at Blackfoot, ID
My commission expires 3-11-08

Mortgagee acknowledges that this mortgage is subject to a security interest in favor of AgAmerica, FCB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Mortgagee and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Mortgagee to Bank, provided that pursuant to such agreements and assignments Mortgagee has authority to perform all loan servicing and collection actions and activities hereunder, including, without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this mortgage until the Bank, by instrument recorded in the office in which this mortgage is recorded, revokes such authority; provided, however, if Bank is the Mortgagee in this transaction, this paragraph is without effect.

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

Policy No. ID2034-46-17004-2006.72106-72568367

CHICAGO TITLE INSURANCE COMPANY

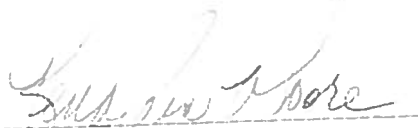
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

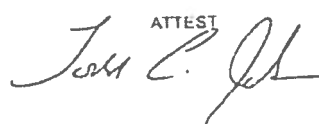
ID2034 17004
Caribou Land Title, Inc.
241 South Main Street, Suite 3
Soda Springs, ID 83276



Authorized Signature
Kena Ann Moore

CHICAGO TITLE INSURANCE COMPANY



By: 
President
ATTEST

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.;
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy, or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

OWNERS

SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	PREMIUM AMOUNT
17004	72106-72568367	11/01/2006 at 5:00 o'clock P.M.	\$185,000.00	\$ 860.00

1. Name of Insured:

SAGEBRUSH STEEPE REGIONAL LAND TRUST, INC.

2. The estate or interest in the land which is covered by this Policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

SAGEBRUSH STEEPE REGIONAL LAND TRUST, INC.

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

(SEE SCHEDULE B)

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this Policy is described as follows:

Caribou County, Idaho:

Township 10 South, Range 40 East of the Boise Meridian:

Section 28: A tract of land situate in the E½NW¼, SW½NW¼, E½SW¼
and 33: and the NW½SW¼ of said Section 28, and in the E½NW¼ and
SW½NE¼ of said Section 33, more particularly described as
follows:

Beginning on the North line of Section 28, Township 10
South, Range 40 East of the Boise Meridian, at a point
South 87°53' East 497.6 feet from the Northwest corner of
of the NE½NW¼ of said Section 28, and running
thence South 87°53' East 283.64 feet to the intersection

SCHEDULE A (RIGHTS)

Page 1

POLICY #: 72106-72568367

FILE #: 17004

with an existing fence line;
thence following and running Southerly along said fence line
the following thirteen (13) courses:
1. South 33°28'58" West 137.7 feet;
2. thence South 24°13'33" West 277.9 feet;
3. thence South 19°43'38" West 308.3 feet;
4. thence South 35°07'10" West 333.4 feet;
5. thence South 07°10'03" East 695.1 feet;
6. thence South 07°44'05" East 292.7 feet;
7. thence South 16°03'23" East 706.5 feet;
8. thence South 15°50'13" East 300.4 feet;
9. thence South 03°51'31" East 553.7 feet;
10. thence South 02°01'17" East 439.0 feet;
11. thence South 02°08'40" East 241.9 feet;
12. thence South 01°59'40" East 330.3 feet;
13. thence South 03°18'05" East 174.8 feet;
thence leaving said fence to accommodate for the wheel line
of an agricultural watering system, the following three
(3) courses:
1. South 87°49'19" West 61.0 feet;
2. thence South 02°10'41" East 844.7 feet; and
3. thence North 87°49'19" East 61.0 feet to the
intersection with said fence line;
thence continuing to follow and running Southerly along said
fence line the following four (4) courses:
1. South 02°19'29" East 496.5 feet;
2. thence South 02°08'03" East 115.8 feet;
3. thence South 28°22'07" East 656.0 feet;
4. thence South 10°28'47" East 350.6 feet to a large
fence post;
thence North 89°10'05" West 687.0 feet to the Westerly
boundary line of the Grantor's land;
thence along said Westerly boundary line North 01°13' East
993.0 feet;
thence North 89°00' West 222.7 feet (233.5 feet by Deed);
thence North 24°58' West 275.1 feet;
thence North 14°06' East 528.2 feet;
thence North 75°54' West 209.0 feet;
thence North 13°55' East 398.3 feet;
thence North 11°07' West 836.1 feet;
thence North 16°45' West 751.9 feet;
thence North 05°51' East 778.5 feet;

SCHEDULE A (Cont.)

Page 3

POLICY #: 72106-72568367

FILE #: 17004

thence North 10°38' West 1207.3 feet;
thence South 89°53' East 257.1 feet;
thence North 01°39' East 580.1 feet;
thence North 43°58' East 680.5 feet;
thence North 10°18' East 232.0 feet,
to the Point of Beginning.

ALSO, Those portions of the SW¼NW¼ and the NW¼SW¼ of Section 28, Township 10 South, Range 40 East of the Boise Meridian, lying Westerly of the following described property:

A strip of land 200 feet wide, being 100 feet on each side of a center line described as follows:

Beginning at a point on the Southern boundary line of said Section 28, said point being North 89°0' West 3836.6 feet from the Southeast corner of said Section 28, and running

thence North 13°55' East 543 feet;
thence North 11°07' West 809 feet;
thence North 16°45' West 767 feet;
thence North 5°51' East 784 feet;
thence North 10°38' West 1206 feet, to the South line of the NW¼NW¼ of said Section 28, which is the Point of Ending.

OWNERS

SCHEDULE B

Policy Number: 72106-72568367
Owners

FILE #: 17004

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records
- (6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A

NOTE: General taxes for the year 2006 are paid.

1. Reservations and exceptions in the United States Patent, and in the Act authorizing the issuance thereof, recorded in Caribou County, Idaho, as follows:

Bk/Pg	Land
2 Patents 240	E%SW%, W%SE% and SE%SE% of Section 28; NE%NW% and NE% of Section 33, T. 10 S., R. 40 E., B.M.
2 Patents 241	SW%SE% of Section 33, T. 10 S., R. 40 E., B.M.
2 Patents 242	SE%NW%, E%SW%, and NW%SE% of Section 33, T. 10 S., R. 40 E., B.M.
2 Patents 243	NW%SW% and W%NW% of Section 28, T. 10 S., R. 40 E., B.M.
2 Patents 244	E%SW% and W%SE% of Section 21; E%NW% and W%NE% of Section 28, T. 10 S., R. 40 E., B.M.
Inst. No.	
53440	NE%SE% of Section 33, T. 10 S., R. 40 E., B.M.
106688	NE%SE% of Section 28, T. 10 S., R. 40 E., B.M.

2. Easement, and all rights incidental thereto, granted by Mrs. Ida Kackley, to The Telluride Power Co., a Colorado corporation, dated November 13, 1907, recorded September 3, 1909, in Book 17 of Deeds, at page 448, under Recorder's Instrument No. 14733, records of Bannock County, Idaho. Said easement affects the S%SW% of Section 21, W% of Section 28 and the W% of Section 33, T. 10 S., R. 40 E., B.M.

Authorized Signatory

SCHEDULE B - Cont.

Page 2

Policy #: 72106 72368267

FILE #: 17004

3. Right of Way Easement, and all rights incidental thereto, granted by Ellis Kackley and Ida Kackley, his wife, to Utah Power & Light Co., a Maine corporation, dated April 7, 1914, recorded May 8, 1914, in Book 23 of Deeds, at page 561, under Recorder's Instrument No. 33225, records of Bannock County, Idaho. Said easement affects the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, W $\frac{1}{2}$ of Section 28 and the W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 33, T. 10 S., R. 40 E., B.M.

4. Right of way Easement, and all rights incidental thereto, executed by Ellis Kackley and wife, to Utah Power & Light Co., a corporation, dated August 24, 1916, recorded March 21, 1917, in Book 31 of Deeds, at page 477, under Recorder's Instrument No. 53501, records of Bannock County, Idaho. Said easement affects the E $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28 and the E $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33, T. 10 S., R. 40 E., B.M.

5. Pole Line Easement, and all rights incidental thereto, executed by Ellis Kackley to Utah Power & Light Co., a corporation, dated August 24, 1916, recorded March 21, 1917, in Book 31 of Deeds, at page 477, under Recorder's Instrument No. 53503, records of Bannock County, Idaho. Said easement affects the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33 and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, T. 10 S., R. 40 E., B.M.

6. Right of Way Easement, and all rights incidental thereto, granted by Ellis Kackley to Utah Power & Light Co., a corporation, dated June 16, 1917, recorded September 6, 1917, in Book 34 of Deeds, at page 45, under Recorder's Instrument No. 57208, records of Bannock County, Idaho. Said Easement affects Sections 21, 28 and 33, T. 10 S., R. 40 E., B.M.

7. Right of Way for a road and pipeline, and all rights incidental thereto, disclosed by Easement executed by Dr. Ellis Kackley to Utah Power & Light Company, a corporation, dated October 11, 1919, recorded November 1, 1919, in Book 3 of Agreements, at page 379, under Recorder's Instrument No. 72414, records of Bannock County, Idaho. Said instrument affects the W $\frac{1}{2}$ of Section 28, and E $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33, T. 10 S., R. 40 E., B.M.

8. Pole Line Easement, and all rights incidental thereto, executed by Ellis Kackley, an unmarried man, to Utah Power & Light Co., a corporation, dated August 9, 1940, recorded April 4, 1941, in Book 84 of Deeds, at page 52, under Recorder's Instrument No. 214348, records of Bannock County, Idaho. Said easement affects the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 33, T. 10 S., R. 40 E., B.M.

9. Pole Line Easement, and all rights incidental thereto, executed by

SCHEDULE B (cont)

PAGE 3

Policy #: 72106-72568367

FILE #: 17004

Carl Jeppesen and Hilda Jeppesen, his wife, to Utah Power & Light Co., a corporation, dated November 24, 1947, recorded February 11, 1948, in Book 100 of Deeds, at page 609, under Recorder's Instrument No. 257886, records of Bannock County, Idaho. Said easement affects the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21, T. 10 S., R. 40 E., B.M.

10. Pole Line Easement, and all rights incidental thereto, executed by Evan M. Kackley and Lois Kackley, his wife, to Utah Power & Light Company, a corporation, dated April 19, 1961, recorded February 19, 1962, in Book 44 of Deeds, at page 251, under Recorder's Instrument No. 47603, records of Caribou County, Idaho. Said easement affects the SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, T. 10 S., R. 40 E., B.M.

11. Pole Line Easement, and all rights incidental thereto, executed by Evan M. Kackley and Lois Kackley, his wife, to Utah Power & Light Company, a corporation, dated October 10, 1962, recorded January 15, 1963, in Book 45 of Deeds, at page 141, under Recorder's Instrument No. 49327, records of Caribou County, Idaho. Said easement affects the SW $\frac{1}{4}$ of Section 21, T. 10 S., R. 40 E., B.M.

12. Right of Way Easement, and all rights incidental thereto, executed by Evan M. Kackley and Lois Kackley, husband and wife, dated September 22, 1966, recorded October 19, 1966, under Recorder's Instrument No. 58678, records of Caribou County, Idaho. Said instrument affects the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, T. 10 S., R. 40 E., B.M.

13. Notwithstanding Paragraph 4 of the insuring clause this policy does not insure against loss arising by reason of any lack of a right of access to and from the land.

14. Any adverse claim based upon the assertion that
- (a) Said land or any part thereof is now or at any time has been below the ordinary highwater mark of the Bear River.
 - (b) Some portion of said land has been created by artificial means or has accreted to such portion so created.
 - (c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Bear River or has been formed by accretion to any such portion.

15. Any claims arising from the difference in the mean high water line of Bear River and the meander line as shown by the Government Survey.

SCHEDULE B (cont)

PAGE 4

Policy #: 71100 71566367

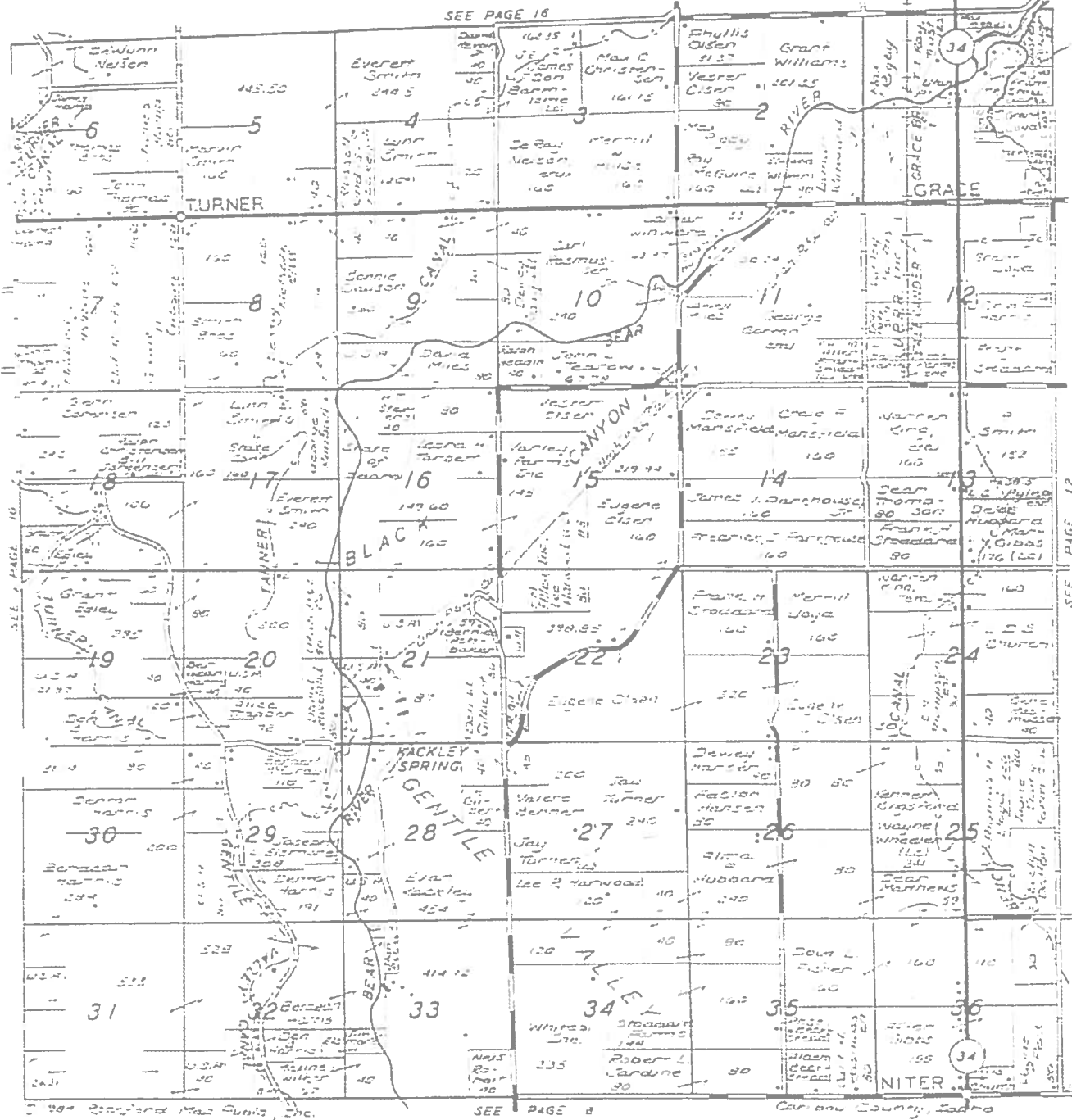
FILE #: 17004

16. Rights or easements in favor of the public over that part of the land covered by navigable streams.

17. Reservations and all rights incidental thereto, disclosed by Quit Claim Deed executed by Gilbert Farms, LLC, to Alvin E. Kackley and Ellis N. Kackley, both single persons, dated February 26, 2002, recorded March 6, 2002, under Recorder's Instrument No. 165448, records of Caribou County, Idaho.

...END OF SCHEDULE B...

T.10S-R.40E



This plat is made solely for the purpose of assisting in locating the land, and the company assumes no liability for variations, if any, with actual survey.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean

- (a) "insured": the insured named in Schedule A, and, subject to any rights defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land" the land described, or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its own choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be able hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company, shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the estate or interest or the full consideration paid for the estate or interest, whichever is less, of if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of policy bears to the total value of the estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorney's fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on the Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim or unmarketability of title or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the Insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in

which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company, and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validation officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Claims Department
P.O. Box 45023
Jacksonville, FL 32232-5023

CARIBOU LAND TITLE, INC.

P.O. Box 608
241 South Main, #3
Soda Springs, Idaho 83276

1-208-547-4321

1-208-547-2241 Fax

November 3, 2006

Sagebrush Steepe Regional Land Trust, Inc.
P.O. Box 1404
Pocatello, ID 83204

Re: Gilbert Farms/Sagebrush Steepe
Our file No. 17004

Dear Sirs:

Enclosed herewith are the following documents in connection with
the above cited matter:

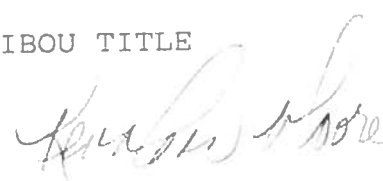
Original Owner's Policy
Original recorded Warranty Deed No. 176800
Copy of Settlement Statement
Copy of Closing Instructions

"THANK YOU" for the privilege of serving you. Please remember to
designate **CARIBOU LAND TITLE, INC.**, in your next title or escrow
closing transaction.

If you have any questions or if we may be of further assistance,
please do not hesitate to contact this office.

Very truly yours,

CARIBOU TITLE

By: 

enc

AMERICAN LAND TITLE ASSOCIATION COMMITMENT — 1966

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Issued by:
CARIBOU LAND TITLE, INC.
241 S. MAIN STREET
SUITE 3
P.O. BOX 608
SODA SPRINGS, ID 83276

CHICAGO TITLE INSURANCE COMPANY

By

James A. P. L.

President

ATTEST

John C. J.

Secretary



Ken [Signature]
Authorized Signature

COMMITMENT FOR TITLE INSURANCE

X

SCHEDULE A

File Number: 17004

1. Effective Date: 01/10/2006 at 5:00 o'clock P.M.

2. Policy or Policies to be issued:

A. ☐ ALTA Owner's Policy, (10-17-92) ☒ Standard Coverage ☐ Extended coverage Amount \$154,180.00
Premium \$

Proposed Insured:
PACIFICORP.

B. ☐ ALTA Loan Policy, (10-17-92) ☒ Standard Coverage ☐ Extended coverage Amount \$
Premium \$ s. 0

Proposed Insured:

C. Amount \$
Premium \$

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

4. Title to the Fee Simple estate or interest in said land is at the effective date hereof
vested in
GILBERT FARMS, LLC.

5. The land referred to in this Commitment is described as follows:

SEE SCHEDULE C.

SCHEDULE A

Commitment
Reorder Form No. 11143 Rev. 2/97

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I

File Number: 17004

Page:

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
- (1) Rights or claims of parties in possession not shown by the public records. *
 - (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records. *
 - (3) Easements, or claims of easements, not shown by the public records. *
 - (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records. *
 - (5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records. *
 - (6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records. *

Paragraphs 1, 2, 3, 4, 5 and 6 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B-Section 2.

C. Special Exceptions:

(See Schedule B-Section 2 beginning on next page)

NOTE: In the event this transaction fails to close and this Commitment is cancelled, a fee of \$200.00 will be charged to comply with the State Insurance Code.

SCHEDULE B - SECTION 2

File Number: 17004

Special Exceptions:

1. General taxes for the year 2005 in the original sums of \$1,827.60 and \$1,662.62, see Tax Receipt Nos. 3786 and 3805, shows the first half paid, the second half due and payable on or before June 20, 2006. General taxes for the year 2006 are now an accruing lien but are not yet due nor payable.

2. Reservations and exceptions in the United States Patent, and in the Act authorizing the issuance thereof, recorded in Caribou County, Idaho, as follows:

Bk/Pg	Land
2 Patents 240	E½SW¼, W½SE¼ and SE½SE¼ of Section 28; NE½NW¼ and NE¼ of Section 33, T. 10 S., R. 40 E., B.M.
2 Patents 241	SW½SE¼ of Section 33, T. 10 S., R. 40 E., B.M.
2 Patents 242	SE½NW¼, E½SW¼, and NW½SE¼ of Section 33, T. 10 S., R. 40 E., B.M.
2 Patents 243	NW½SW¼ and W½NW¼ of Section 28, T. 10 S., R. 40 E., B.M.
2 Patents 244	E½SW¼ and W½SE¼ of Section 21; E½NW¼ and W½NE¼ of Section 28, T. 10 S., R. 40 E., B.M.
Inst. No.	
53440	NE½SE¼ of Section 33, T. 10 S., R. 40 E., B.M.
106688	NE½SE¼ of Section 28, T. 10 S., R. 40 E., B.M.

3. Easement, and all rights incidental thereto, granted by Mrs. Ida Kackley, to The Telluride Power Co., a Colorado corporation, dated November 13, 1907, recorded September 3, 1909, in Book 17 of Deeds, at page 448, under Recorder's Instrument No. 14733, records of Bannock County, Idaho. Said easement affects the S½SW¼ of Section 21, W¼ of Section 28 and the W¼ of Section 33, T. 10 S., R. 40 E., B.M.

4. Right of Way Easement, and all rights incidental thereto, granted by Ellis Kackley and Ida Kackley, his wife, to Utah Power & Light Co., a Maine corporation, dated April 7, 1914, recorded May 8, 1914, in Book 23 of Deeds, at page 561, under Recorder's Instrument No. 33225, records of Bannock County, Idaho. Said easement affects the SE½SW¼ of Section 21, W¼ of Section 28 and the W¼, W½SE¼ of Section 33, T. 10 S., R. 40 E., B.M.

5. Right of way Easement, and all rights incidental thereto, executed by Ellis Kackley and wife, to Utah Power & Light Co., a corporation, dated August 24, 1916, recorded March 21, 1917, in Book 31 of Deeds, at page 477, under Recorder's Instrument No. 53501, records of Bannock County, Idaho. Said easement affects the E½SW¼ of Section 28 and the E½NW¼ of Section 33, T. 10 S., R. 40 E., B.M.

6. Pole Line Easement, and all rights incidental thereto, executed by Ellis Kackley to Utah Power & Light Co., a corporation, dated August 24, 1916, recorded March 21, 1917, in Book 31 of Deeds, at page 477, under Recorder's Instrument No. 53503, records of Bannock County, Idaho. Said easement affects the NE½NW¼ of Section 33 and the SE½SW¼ of Section 28, T. 10 S., R. 40 E., B.M.

SCHEDULE B - SECTION 2 This Commitment is not valid without Schedule B - Section 1

Commitment

Reorder Form No. 11122

7. Right of Way Easement, and all rights incidental thereto, granted by Ellis Kackley to Utah Power & Light Co., a corporation, dated June 16, 1917, recorded September 6, 1917, in Book 34 of Deeds, at page 45, under Recorder's Instrument No. 57208, records of Bannock County, Idaho. Said Easement affects Sections 21, 28 and 33, T. 10 S., R. 40 E., B.M.

8. Right of Way for a road and pipeline, and all rights incidental thereto, disclosed by Easement executed by Dr. Ellis Kackley to Utah Power & Light Company, a corporation, dated October 11, 1919, recorded November 1, 1919, in Book 3 of Agreements, at page 379, under Recorder's Instrument No. 72414, records of Bannock County, Idaho. Said instrument affects the W½ of Section 28, and E½NW¼ of Section 33, T. 10 S., R. 40 E., B.M.

9. Pole Line Easement, and all rights incidental thereto, executed by Ellis Kackley, an unmarried man, to Utah Power & Light Co., a corporation, dated August 9, 1940, recorded April 4, 1941, in Book 84 of Deeds, at page 52, under Recorder's Instrument No. 214348, records of Bannock County, Idaho. Said easement affects the SE½NW¼ and the NW¼SE½ of Section 33, T. 10 S., R. 40 E., B.M.

10. Pole Line Easement, and all rights incidental thereto, executed by Carl Jeppesen and Hilda Jeppesen, his wife, to Utah Power & Light Co., a corporation, dated November 24, 1947, recorded February 11, 1948, in Book 100 of Deeds, at page 609, under Recorder's Instrument No. 257886, records of Bannock County, Idaho. Said easement affects the SE½NE½ and N½SE½ of Section 21, T. 10 S., R. 40 E., B.M.

11. Pole Line Easement, and all rights incidental thereto, executed by Evan M. Kackley and Lois Kackley, his wife, to Utah Power & Light Company, a corporation, dated April 19, 1961, recorded February 19, 1962, in Book 44 of Deeds, at page 251, under Recorder's Instrument No. 47603, records of Caribou County, Idaho. Said easement affects the SE½NW¼, E½SW¼ of Section 33, T. 10 S., R. 40 E., B.M.

12. Pole Line Easement, and all rights incidental thereto, executed by Evan M. Kackley and Lois Kackley, his wife, to Utah Power & Light Company, a corporation, dated October 10, 1962, recorded January 15, 1963, in Book 45 of Deeds, at page 141, under Recorder's Instrument No. 49327, records of Caribou County, Idaho. Said easement affects the SW¼ of Section 21, T. 10 S., R. 40 E., B.M.

13. Right of Way Easement, and all rights incidental thereto, executed by Evan M. Kackley and Lois Kackley, husband and wife, dated September 22, 1966, recorded October 19, 1966, under Recorder's Instrument No. 58678, records of Caribou County, Idaho. Said instrument affects the NE½SW¼ of Section 21, T. 10 S., R. 40 E., B.M.

14. Rights of the public in and to any portion of said premises lying within the rights of way of River Road.

15. Financing Statements, Seed and Farm Laborer's Liens which are filed in the office of the Secretary of State.

16. State Liens, if any, filed in the office of the Secretary of State pursuant to Chapter 19, Title 45 of the Idaho Code.

17. Notwithstanding paragraph 4 of the insuring clauses of the policy or policies to be issued, the policy or policies will not insure against loss arising by reason of any lack of a right of access to and from the land.

18. Any adverse claim based upon the assertion that
- (a) Said land or any part thereof is now or at any time has been below the ordinary highwater mark of the Bear River.
 - (b) Some portion of said land has been created by artificial means or has accreted to such portion so created.
 - (c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Bear River or has been formed by accretion to any such portion.

19. Any claims arising from the difference in the mean high water line of Bear River and the meander line as shown by the Government Survey.

20. Rights or easements in favor of the public over that part of the land covered by navigable streams.

21. Reservations and all rights incidental thereto, disclosed by Quit Claim Deed executed by Gilbert Farms, LLC, to Alvin E. Kackley and Ellis N. Kackley, both single persons, dated February 26, 2002, recorded March 6, 2002, under Recorder's Instrument No. 165488, records of Caribou County, Idaho.

22. Mortgage executed by Gilbert Farms, L.L.C., to Northwest Farm Credit Services, FLCA, to secure the payment of \$1,529,600.00 together with interest and any other obligations secured thereby; dated February 1, 2002, recorded February 7, 2002, under Recorder's Instrument No. 165297, records of Caribou County, Idaho.

23. Mortgage executed by Gilbert Farms, L.L.C., a limited liability company, to Northwest Farm Credit Services, FLCA, to secure the payments of \$128,000.00 and \$1,529,600.00 together with interest and any other obligations secured thereby; dated September 6, 2002, recorded September 27, 2002, under Recorder's Instrument No. 166878, records of Caribou County, Idaho.

NOTE: This Company will require a copy of the Operating Agreement, from Gilbert Farms, LLC, authorizing the Sale of the above described land.

COMM MENT FOR TITLE INS RANCE

SCHEDULE C

File Number: 17004

The land referred to in this Commitment is described as follows:

Caribou County, Idaho:

Township 10 South, Range 40 East of the Boise Meridian:

Section 28: A tract of land situate in the E~~X~~NW~~X~~, SW~~X~~NW~~X~~, E~~X~~SW~~X~~
and 33: and the NW~~X~~SW~~X~~ of said Section 28, and in the E~~X~~NW~~X~~ and
SW~~X~~NE~~X~~ of said Section 33, more particularly described as
follows:

Beginning on the North line of Section 28, Township 10
South, Range 40 East of the Boise Meridian, at a point
South 87°53' East 497.6 feet from the Northwest corner of
of the NE~~X~~NW~~X~~ of said Section 28, and running
thence South 87°53' East 283.64 feet to the intersection
with an existing fence line;

thence following and running Southerly along said fence line
the following thirteen (13) courses:

1. South 33°28'58" West 137.7 feet;
2. thence South 24°13'33" West 277.9 feet;
3. thence South 19°43'38" West 308.3 feet;
4. thence South 35°07'10" West 333.4 feet;
5. thence South 07°10'03" East 695.1 feet;
6. thence South 07°44'05" East 292.7 feet;
7. thence South 16°03'23" East 706.5 feet;
8. thence South 15°50'13" East 300.4 feet;
9. thence South 03°51'31" East 553.7 feet;
10. thence South 02°01'17" East 439.0 feet;
11. thence South 02°08'40" East 241.9 feet;
12. thence South 01°59'40" East 330.3 feet;
13. thence South 03°18'05" East 174.8 feet;

thence leaving said fence to accommodate for the wheel line
of an agricultural watering system, the following three
(3) courses:

1. South 87°49'19" West 61.0 feet;
2. thence South 02°10'41" East 844.7 feet; and
3. thence North 87°49'19" East 61.0 feet to the
intersection with said fence line;

thence continuing to follow and running Southerly along said
fence line the following four (4) courses:

1. South 02°19'29" East 496.5 feet;
2. thence South 02°08'03" East 115.8 feet;
3. thence South 28°22'07" East 656.0 feet;
4. thence South 10°28'47" East 350.6 feet to a large
fence post;

thence North 89°10'05" West 687.0 feet to the Westerly
boundary line of the Grantor's land;

thence along said Westerly boundary line North 01°13' East
993.0 feet;

thence North 89°00' West 222.7 feet (233.5 feet by Deed);

thence North 24°58' West 275.1 feet;

thence North 14°06' East 528.2 feet;

thence North 75°54' West 209.0 feet;
thence North 13°55' East 398.3 feet;
thence North 11°07' West 836.1 feet;
thence North 16°45' West 751.9 feet;
thence North 05°51' East 778.5 feet;
thence North 10°38' West 1207.3 feet;
thence South 89°53' East 257.1 feet;
thence North 01°39' East 580.1 feet;
thence North 43°58' East 680.5 feet;
thence North 10°18' East 232.0 feet,
to the Point of Beginning.

ALSO, Those portions of the SW¼NW¼ and the NW¼SW¼ of Section 28, Township 10 South, Range 40 East of the Boise Meridian, lying Westerly of the following described property:

A strip of land 200 feet wide, being 100 feet on each side of a center line described as follows:

Beginning at a point on the Southern boundary line of said Section 28, said point being North 89°0' West 3836.6 feet from the Southeast corner of said Section 28, and running

thence North 13°55' East 543 feet;
thence North 11°07' West 809 feet;
thence North 16°45' West 767 feet;
thence North 5°51' East 784 feet;
thence North 10°38' West 1206 feet, to the South line of the NW¼NW¼ of said Section 28, which is the Point of Ending.

Caribou Land Title, Inc., dba Caribou Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with service you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under each certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
CARIBOU LAND TITLE, INC
P.O. Box 608
Soda Springs, ID 83276

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

Fidelity National Financial Group of Companies' Privacy Statements

July 1, 2001

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- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

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All requests must be made in writing to the following address:

Privacy Compliance Officer
FIDELITY NATIONAL FINANCIAL, INC.
4050 Calle Real, Suite 22
Santa Barbara, CA 93110

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