

Received 6/17/2011

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
17-2028 OK	Yes ☐		Yes ☐		Yes ☐
17-2030 OK	Yes ☐		Yes ☐		Yes ☐
17-2045 OK	Yes ☐		Yes ☐		Yes ☐
17-7007 OK	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Marilyn Duffin; Vern R. Duffin
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): M & K Properties LLC
Name of each new owner as listed on the conveyance document
Mountain West Select, Inc.
New owner continued ☒ and ☐ or ☐ and/or
P.O. Box 3853
Mailing address
Idaho Falls ID 83403
City State ZIP
(208) 529-3181
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: December 24, 2002
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: Mark Andrus manager, M&K Property 6.16.11
Signature of new owner/claimant Title, if applicable Date
Signature: Mark Andrus Pres. mt west select 6.16.11
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 6/17/2011 Receipt No. E036755/16 Receipt Amt. \$100/\$100.
Approved by _____ Processed by _____ SUPPORT DATA _____
Form 42-248/42-1409(6) Rev. 07/10
IN FILE # 17-2028
filing fee & Late
filing
fee

#1
115647

SPECIAL WARRANTY DEED

THIS DEED, made this 11th day of December, 1989,
between CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, a Connecticut
Corporation having its principal place of business at 140 Garden
Street, Hartford, Connecticut 06154 (hereinafter called "Grantor")
and VERN R. DUFFIN and MARILYN A. DUFFIN whose address is 2142 South
2800 West, Aberdeen Idaho 83210 (hereinafter called "Grantee"):

Towns

WITNESSETH, Grantor, for and in consideration of the sum of
Ten Dollars (\$10.00) and other good and valuable consideration to
Grantor in hand paid by Grantee, the receipt whereof is hereby
confessed and acknowledged, has granted, bargained, sold and
conveyed, and by these presents does grant, bargain, sell, convey and
confirm, unto Grantee, its successors and assigns forever, those
certain premises situate in the County of Oneida and State of Idaho,
more particularly described on Exhibit A, attached hereto and by
reference incorporated herein.

TOGETHER WITH all and singular Grantor's interest in and to
the improvements, hereditaments and appurtenances thereunto belonging
or in anywise appertaining, and all the estate, right, title,
interest, claim and demand whatsoever of the Grantor, either in law
or equity, of, in and to the above bargained premises, with the
improvements, hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and
described with the improvements, hereditaments and appurtenances,
unto Grantee, its successors and assigns forever. Grantor warrants
and will forever defend the above bargained premises, improvements,
hereditaments and appurtenances in the quiet and peaceable possession
of Grantee, its successors and assigns, but only against the claims
of any person or persons lawfully claiming by, through or under
Grantor.

Se
Se
Se

IN WITNESS WHEREOF, Grantor has caused this Special Warranty
Deed to be executed and its Corporate Seal affixed the day and year
first above written.

Town

ATTEST:

CONNECTICUT MUTUAL LIFE
INSURANCE COMPANY (Grantor)

Ann F. Lomeli
Secretary

By: D. W. Margulies
Vice President

Conve
irrig
espec
water
premi
17-20

Exhibit A

Legal Description

Township 15 South, Range 33 E.B.M., Oneida County, Idaho

Section 7: ALL EXCEPT: A parcel of land located in Section 7, T 15 S, R 33 E.B.M., Oneida, County and further described as follows: Beginning at the southwest corner of said Section 7; Thence N 00° 17' 00" E 904.64 ft. along the west line of said Section 7; thence S 85° 16' 10" E 38.68 ft. to a 5/8" rebar with cap labelled AAH LS 4735 set on the east right of way line of the county road; the True Point of Beginning; Thence S 85° 16' 10" E 313.57 ft. to a 5/8" rebar with cap; Thence S 00° 33' 12" W 138.87 ft. to a 5/8" rebar with cap; Thence N 85° 16' 10" W 313.56 ft. to a 5/8" rebar with cap set on the said east right of way line; Thence N 00° 33' 12" E 138.87 ft. along said right of way line to the True Point of Beginning: containing 1.0 acres

Together with an easement for maintenance for a guy wire and anchor 5 feet wide 2.5 ft. on each side of the following described centerline:

Beginning at the True Point of Beginning of the above described parcel; Thence S 85° 16' 10" E 176.21 ft. to the True Point of Beginning of this easement; Thence N 31° 42' 15" E 77.00 ft. along the centerline of the existing guy wire to the end point. The side lines of easement terminate perpendicular to the end point.

The basis of bearings for these descriptions is N 30° 17' 00" E the record bearing along the west line of said Section 7 between the southwest corner and the west quarter corner.

Section 8: W $\frac{1}{4}$; SE $\frac{1}{4}$; NE $\frac{1}{4}$
Section 17: N $\frac{1}{4}$ NW $\frac{1}{4}$
Section 18: N $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$; Lot 1

Township 15 South, Range 32 E.B.M., Oneida County, Idaho

Section 12: Commencing at the Northeast Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12; thence running West 600 feet; Thence South 600 feet; thence East 600 feet; thence North 600 feet to the point of beginning. EXCEPT Roadways.

Conveying with the above described land any and all water rights and irrigation ditches belonging or in anywise appurtenant thereto, and especially including, but not limited to, the following: All of the water of those certain wells situated on the above described premises, and Water Licenses No. 17-7007, 17-2028, 17-2030 and 17-2045 of the Department of Water Resources of the State of Idaho.

STATE OF CONNECTICUT :
: ss. Hartford
COUNTY OF HARTFORD :

On this 11th day of December, 1989, before me personally appeared Thomas J. Watt, to me known to be the Vice President, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

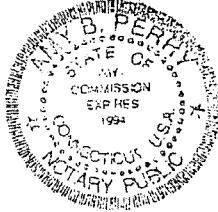
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires:

Emily B. Perry
Notary Public in and for the
State of Connecticut

ABP003

EMILY B. PERRY
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1994



Microfilm No 115647
21 Day Dec 19 89
At 10:40 O'clock A M
Joseph H. Fiedler
Onida Co Recorder
Fee \$ 2.00 Deputy
Recorded at Request of
E. J. Smith

#2

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED, Ireland Bank, and Idaho Corporation as Grantor, hereby grants and conveys to VERN R. DUFFIN and MARILYN DUFFIN, husband and wife, as Grantees, whose address is 2142 South 2800 West, Aberdeen, Idaho, 83210, the following described real property situate in Oneida County County, Idaho, to-wit:

A parcel of land located in Section 7, Township 15 South, Range 33 East, Boise, Meridian, Oneida County and further described as follows:

Beginning at the Southwest Corner of said Section 7; thence North 00°17'00" East 904.64 feet along the Westline of said Section 7; thence South 85°16'10" East 38.68 feet to a 5/8" rebar with cap labeled AAH LS 4735 set on the East right-of-way line of the County Road, the Trust Point of Beginning; Thence South 85°16'10" East 313.57 feet to a 5/8" rebar with cap; thence South 00°33'12" West 138.87 feet to a 5/8" rebar with cap; thence North 85°16'10" West 313.56 feet to a 5/8" rebar with cap set on the said East right-of-way line; thence North 00°33'12" East 138.87 feet along said right-of-way line to the True Point of Beginning.

TOGETHER WITH an easement for maintenance for a guy wire and anchor 5 feet wide 2.5 feet on each side of the following described centerline:

Beginning at the True Point of Beginning of the above described parcel; thence South 85°16'10" East 176.21 feet to the True Point of beginning of this easement; thence North 31°42'15" East 77.00 feet along the centerline of the existing guy wire to the end point. The side lines of this easement terminate perpendicular to the end point.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the rents, issues and profits hereof including two attached metal grain bins, one wood building on foundation and one Halverson E4-63' discharge Elevator Leg.

SUBJECT TO: Liens for taxes and assessments for 1990 and all subsequent years;

Microfilm No. 116204
13 Day June 19 90
At 3:50 (clock) P
J. Freidberg
For \$ 600 None County
Recorded at Recorder's Office
Ireland Bank

JONES, CHRISTENSEN, JORGENSEN, ROBISON,
HOLMES and ROBISON, Chartered
P.O. BOX 90 - 4th FLOOR
PIERCE, IDAHO 83201

SUBJECT TO: All County, State and Federal building and zoning laws, ordinances and regulations;

SUBJECT TO: All reservations, rights-of-way, easements and restrictions of record against the property.

TO HAVE AND TO HOLD the above-described premises, together with the appurtenances and easements, unto the Grantee, its successors and assigns forever.

Dated this 13th day of June, 1990.

IRELAND BANK

By: R. Blair Hawkes
President

STATE OF IDAHO)
) ss
County of Oneida)

On this 13th day of June, 1990, before me, the undersigned Notary Public, personally appeared R. Blair Hawkes, known or identified to me to be the President of Ireland Bank, the corporation that executed the foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

William L. Larkin
Notary Public for Idaho
Residing at Malad, Idaho
My Commission expires: 2/27/91

JONES, CHRISTENSEN, JORGENSEN, ROBISON,
HOLMES and ROBISON, Chartered
P.O. BOX 967 - 425 WEST WHITMAN
POCATELLO, IDAHO 83244

CORPORATION
WARRANTY DEED
0624D

#3
434

WARRANTY DEED

2005

For Value Received, VERN R. DUFFIN AND MARILYN A. DUFFIN,

Hereinafter called grantor, hereby grants, bargains, sells and conveys unto VERN R. DUFFIN and MARILYN A. DUFFIN, Trustees, or their successors in trust, under the VERN R. AND MARILYN A. DUFFIN LIVING TRUST dated September 21, 1995, and any amendments thereto.

Hereinafter called the grantee, whose current address is: 2142 South 2800 West
Aberdeen, ID 83210

the following described premises, in Oneida County, Idaho, to-wit

SEE ATTACHED EXHIBIT "A"

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

DATED: JUL 10 1996

Vern R. Duffin
VERN R. DUFFIN

Marilyn A. Duffin
MARILYN A. DUFFIN

STATE OF IDAHO, COUNTY OF Boone

On this JUL 10 1996 before me, a notary public in and for said State, personally appeared

VERN R. DUFFIN
MARILYN A. DUFFIN

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same

Notary Public
Residing at Boone, Idaho
Comm. Expires 4-9-2002

STATE OF IDAHO, COUNTY OF Oneida

I hereby certify that this instrument was filed for Marilyn A. Duffin at the request of Vern R. Duffin at 10 minutes past 10 o'clock A.M. this 25 day of July, 1996 in my office, and duly recorded in Book of Deeds at page 2005

Notary Public
Idaho Recorder

By _____

Deputy

Fees \$ 6.00

Mail to Boone, Idaho

EXHIBIT "A"

2.22(15)

A parcel of land located in Section 7, Township 15 South, Range 33 East, Boise, Meridian, Oneida County and further described as follows:

Beginning at the Southwest Corner of said Section 7; thence North $00^{\circ}17'00''$ East 904.64 feet along the Westline of said Section 7; thence South $85^{\circ}16'10''$ East 38.68 feet to a $5/8''$ rebar with cap labeled AAH LS 4735 set on the East right-of-way line of the County Road, the Trust Point of Beginning; Thence South $85^{\circ}16'10''$ East 313.57 feet to a $5/8''$ rebar with cap; thence South $00^{\circ}33'12''$ West 138.87 feet to a $5/8''$ rebar with cap; thence North $85^{\circ}16'10''$ West 313.56 feet to a $5/8''$ rebar with cap set on the said East right-of-way line; thence North $00^{\circ}33'12''$ East 138.87 feet along said right-of-way line to the True Point of Beginning.

TOGETHER WITH an easement for maintenance for a guy wire and anchor 3 feet wide 2.5 feet on each side of the following described centerline:

Beginning at the True Point of Beginning of the above described parcel; thence South $85^{\circ}16'10''$ East 176.21 feet to the True Point of beginning of this easement; thence North $31^{\circ}42'15''$ East 77.00 feet along the centerline of the existing guy wire to the end point. The side lines of this easement terminate perpendicular to the end point.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the rents, issues and profits hereof including two attached metal grain bins, one wood building on foundation and one Halverson 24-63' discharge Elevator Leg.

SUBJECT TO: Liens for taxes and assessments for 1990 and all subsequent years;

SUBJECT TO: All County, State and Federal building and zoning laws, ordinances and regulations;

SUBJECT TO: All reservations, rights-of-way, easements and restrictions of record against the property.

#3A

WARRANTY DEED

2-2-2003

For Value Received, VERN R. DUFFIN AND MARILYN A. DUFFIN.

Hereinafter called grantor, hereby grants, bargains, sells and conveys unto VERN R. DUFFIN and MARILYN A. DUFFIN, Trustees, or their successors in trust, under the VERN R. AND MARILYN A. DUFFIN LIVING TRUST dated September 21, 1995, and any amendments thereto.

Hereinafter called the grantee, whose current address is: 2142 South 2800 West
Aberdeen, ID 83210

the following described premises, in Oneida County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

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

DATED JUL 10 1996

[Signature]
VERN R. DUFFIN

[Signature]
MARILYN A. DUFFIN

STATE OF IDAHO, COUNTY OF Boone
On this JUL 10 1996 before
me, a notary public in and for said State, personally
appeared
VERN R. DUFFIN
MARILYN A. DUFFIN

known to me to be the person(s) whose name(s)
is/are subscribed to the within instrument, and
acknowledged to me that they executed the
same

[Signature]
Notary Public
Residing at Boone, Idaho
Comm. Expires 4/1/2002

STATE OF IDAHO, COUNTY OF Oneida
I hereby certify that this instrument was filed for Mr
Duffin at the request of M. Gayle Atkinson
at 25 minutes past 10 o'clock A. M.
this 25 day of July
1996 in my office, and duly recorded in Book of
Deeds at page 2-2-2003
[Signature]
Ex Officio Recorder

By _____
Deputy
Fees \$ 6.00
Mail to J. J. Atkinson

Exhibit A

Legal Description

Township 15 South, Range 33 E.B.M., Oneida County, Idaho

✓Section 7: ALL EXCEPT: A parcel of land located in Section 7, T 15 S, R 33 E.B.M., Oneida, County and further described as follows: Beginning at the southwest corner of said Section 7; Thence N 00° 17' 00" E 904.64 ft. along the west line of said Section 7; thence S 85° 16' 10" E 38.68 ft. to a 5/8" rebar with cap labelled AAH LS 4735 set on the east right of way line of the county road; the True Point of Beginning; Thence S 85° 16' 10" E 313.57 ft. to a 5/8" rebar with cap; Thence S 00° 33' 12" W 138.87 ft. to a 5/8" rebar with cap; Thence N 85° 16' 10" W 313.56 ft. to a 5/8" rebar with cap set on the said east right of way line; Thence N 00° 33' 12" E 138.87 ft. along said right of way line to the True Point of Beginning: containing 1.0 acres

Together with an easement for maintenance for a guy wire and anchor 5 feet wide 2.5 ft. on each side of the following described centerline:

Beginning at the True Point of Beginning of the above described parcel; Thence S 85° 16' 10" E 176.21 ft. to the True Point of Beginning of this easement; Thence N 21° 42' 15" E 77.00 ft. along the centerline of the existing guy wire to the end point. The side lines of easement terminate perpendicular to the end point.

The basis of bearings for these descriptions is N 00° 17' 00" E the record bearing along the west line of said Section 7 between the southwest corner and the west quarter corner.

✓Section 8: W $\frac{1}{4}$; SE $\frac{1}{4}$; NE $\frac{1}{4}$.
✓Section 17: N $\frac{1}{4}$ NW $\frac{1}{4}$
✓Section 18: N $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$; Lot 1

Township 15 South, Range 32 E.B.M., Oneida County, Idaho

T-3982
PC-311556
Section 12: Commencing at the Northeast Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12; thence running West 600 feet; Thence South 600 feet; thence East 600 feet; thence North 600 feet to the point of beginning. EXCEPT Roadways.

Conveying with the above described land any and all water rights and irrigation ditches belonging or in anywise appurtenant thereto, and especially including, but not limited to, the following: All of the water of those certain wells situated on the above described premises, and Water Licenses No. 17-7007, 17-2028, 17-2030 and 17-2045 of the Department of Water Resources of the State of Idaho.

TOGETHER WITH all and singular Grantor's interest in and to the improvements, hereditaments and appurtenances thereunto belonging or in anywise appurtenant, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the improvements, hereditaments and appurtenances.

#4

Recording requested by:
and when recorded mail to

Vogt, Thomas, Barren, Rock & Fields
Attention: David S. Jensen
Post Office Box 829
Boise, Idaho 83701

132377
18 April 2002
2:50
Shirley Blawell
2400
E.R. Scott

WARRANTY DEED

VERN R. DUFFIN and MARILYN A. DUFFIN, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE VERN R. AND MARILYN A. DUFFIN LIVING TRUST DATED SEPTEMBER 21, 1995 AND ANY AMENDMENTS THERETO (the "Grantor") grants, warrants, bargains, sells, transfers, conveys and assigns to WASHINGTON MUTUAL BANK, a Washington corporation (the "Grantee"), whose mailing address is 1110 Call Creek Drive, Pocatello, Idaho 83201, all of Grantor's right, title and interest in and to the real property located in Oneida County, Idaho, more particularly described in the attached *Exhibit A* (the "Property"), in consideration of the agreement of Grantee to not enforce against Grantor, Vern R. Duffin & Sons, an Idaho joint venture, Vern R. Duffin and Marilyn A. Duffin, husband and wife, James E. Duffin, and Duffin's Homestead Farms, LLC, an Idaho limited liability company (collectively the "Duffin Parties"), as a personal obligation, certain promissory notes, including without limitation the Promissory Note (the "Note") dated January 10, 2000, in the original principal amount of \$266,600 made by Grantor to Grantee.

Together with all rents, remainders and reversions, and all appurtenances and hereditaments, reversions, remainders, issues and profits, improvements and fixtures, easements, mineral rights, water rights and all other permits, licenses and rights in any way appertaining to the Property.

Grantor, for itself, its representatives, successors, and assigns, does hereby covenant and warrant that Grantor is the owner in fee simple of the Property and that the Property is free from all encumbrances except taxes, levies, and assessments for the second half of the year 2001 and all subsequent years, and those encumbrances set forth in the attached *Exhibit B*.

The Grantor covenants and warrants that Grantor shall defend the quiet and peaceable possession of the Property by Grantee, its representatives, successors and assigns, forever against all claims whatsoever.

It IS EXPRESSLY ACKNOWLEDGED AND AGREED, HOWEVER, THAT:

A. This Deed and the conveyances being made hereby are being executed, delivered and accepted in lieu of foreclosure, and that the same shall be interpreted and construed as an absolute conveyance to Grantee of all right, title and interest in the Property, including specifically but without limitation, any equity or rights of redemption of Grantor therein or thereto.

132377

B. All of the liens and security interests (collectively called the "Liens") that evidence or secure the payment of the Note, including, without limitation that certain Mortgage dated January 10, 2000, granted by Grantor to Grantee, recorded on January 12, 2000, as Instrument No. 128765 in the real property records of Oneida County, Idaho, are NOT RELEASED or RELINQUISHED in any manner or respect whatsoever, which Liens shall remain valid and continuous and in full force and effect, unless and until released by written instrument (the "Release") executed by Grantee, or its successors and assigns, and recorded in the real property records of Oneida County, Idaho, which Release may be made as, if and when Grantee, or its successors and assigns, shall determine in the exercise of its sole discretion.

C. There shall not in any event be a merger of any of the Liens with the title or other interest of Grantee by virtue of this conveyance and the parties expressly provide that each such interest in the Lien on one hand and title on the other shall be and remain at all times SEPARATE and DISTINCT.

D. The title and other interest of Grantee in the Property under this Deed will not merge with the security interests of Grantee in the Property under the Liens and that for purposes of priority as between (i) intervening or inferior liens, claims, or encumbrances on or against the Property, and (ii) the Liens, any and all rights of Grantee to exercise its remedies of foreclosure by private power of sale pursuant to nonjudicial foreclosure or by judicial foreclosure of any of the Liens or any other remedies are expressly preserved hereby and for purposes of limitations and any other applicable time-bar defenses, the same are expressly extended as evidenced by this instrument.

E. The priority of the Liens is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the Liens to any other liens or encumbrances whatsoever.

In witness whereof, Grantor has caused this Deed to be executed and delivered this ____ day of 4/12, 2002.

VERN R. DUFFIN and MARILYN A. DUFFIN,
TRUSTEES, OR THEIR SUCCESSORS IN TRUST,
UNDER THE VERN R. AND MARILYN A. DUFFIN
LIVING TRUST DATED SEPTEMBER 21, 1995, AND
ANY AMENDMENTS THERETO

By Vern R. Duffin
Vern R. Duffin, Trustee

By Marilyn A. Duffin
Marilyn A. Duffin, Trustee

132377

STATE OF Idaho)
)ss.
County of Bingham)

On this 12th day of April, 2002, before me
Michelle Koford, personally appeared Vern R Duffin known
or identified to me (or proved to me on the oath of _____), to be
the person whose name is subscribed to the within instrument as trustee and acknowledged to me
that he/she/they executed the same as such trustee.

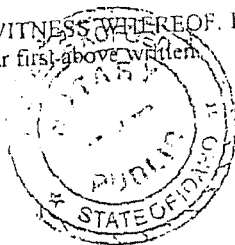
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year first above written.

Michelle Koford
Notary Public for Idaho
Residing at Burke, Idaho
My Commission Expires 4-14-06

STATE OF Idaho)
)ss.
County of Bingham)

On this 12th day of April, 2002, before me
Michelle Koford, personally appeared Marilyn R Duffin known
or identified to me (or proved to me on the oath of _____), to be
the person whose name is subscribed to the within instrument as trustee and acknowledged to me
that he/she/they executed the same as such trustee.

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



Michelle Koford
Notary Public for Idaho
Residing at Burke, Idaho
My Commission Expires 4-14-06

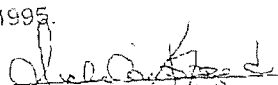
132377

STATE OF IDAHO

)
)ss.
)

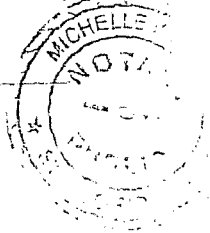
COUNTY OF BINGHAM

On this 12TH day of APRIL, in the year of 2002, before me Michelle Koloed, personally appeared Vern R. Duffin and Marilyn A. Duffin, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to the within instrument as Trustees of the Vern R. Duffin and Marilyn A. Duffin Living Trust dated September 21, 1995 and acknowledged to me that they executed the same as such Trustees of the Vern R. Duffin and Marilyn A. Duffin Living Trust dated September 21, 1995.


Notary Public of Idaho

Residing at: Blackfoot, ID

Commission Expires: 4-14-2006



1.32377

EXHIBIT A

Description of the Property

PARCEL 1:

A parcel of land located in Section 7, Township 15 South, Range 33 East, Boise Meridian, Oneida County and further described as follows:

Beginning at the Southwest Corner of said Section 7; thence North 00°17'00" East 904.64 feet along the West line of said Section 7; thence South 85°16'10" East 38.68 feet to a 5/8" rebar with cap labeled "AAH LS 4735", set on the East right-of-way line of the County Road, the True Point of Beginning; Thence South 85°16'10" East 313.57 feet to a 5/8" rebar with cap; thence South 00°33'12" West 138.87 feet to a 5/8" rebar with cap; thence North 85°16'10" West 313.56 feet to a 5/8" rebar with cap set on the said East right-of-way line; thence North 00°33'12" East 138.87 feet along said right-of-way line to the True Point of Beginning.

TOGETHER WITH an easement for maintenance for a guy wire and anchor 5 feet wide 2.5 feet on each side of the following described centerline:

Beginning at the True Point of Beginning of the above described parcel; thence South 85°16'10" East 176.21 feet to the True Point of Beginning of this easement; thence North 31°42'15" East 77.00 feet along the centerline of the existing guy wire to the end point. The side lines of this easement terminate perpendicular to the end point.

PARCEL 2:

Township 15 South, Range 33 East, Boise Meridian.

Section 7: ALL, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL, TO-WIT: A parcel of land located in Section 7, Township 15 South, Range 33 East, Boise Meridian, Oneida County and further described as follows: Beginning at the Southwest Corner of said Section 7; thence North 00°17'00" East 904.64 feet along the West line of said Section 7; thence South 85°16'10" East 38.68 feet to a 5/8" rebar with cap labeled "AAH LS 4735", set on the East right-of-way line of the County Road, the True Point of Beginning. Thence South 85°16'10" East 313.57 feet to a 5/8" rebar with cap; thence South 00°33'12" West 138.87 feet to a 5/8" rebar with cap; thence North 85°16'10" West 313.56 feet to a 5/8" rebar with cap set on the said East right-of-way line; thence North 00°33'12" East 138.87 feet along said right-of-way line to the True Point of Beginning.

TOGETHER WITH an easement for maintenance for a guy wire and anchor 5 feet wide 2.5 feet on each side of the following described centerline:

Beginning at the True Point of Beginning of the above described parcel; thence South 85°16'10" East 176.21 feet to the True Point of Beginning of this easement; thence North 31°42'15" East 77.00 feet along the centerline of the existing guy wire to the end point. The side lines of this easement terminate perpendicular to the end point.

132377

Township 15 South, Range 33 East, Boise Meridian.

Section 8: W $\frac{1}{4}$; SE $\frac{1}{4}$; NE $\frac{1}{4}$

Section 17: N $\frac{1}{2}$ NW $\frac{1}{4}$

Section 18: N $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$; Lot 1

Township 15 South, Range 32 East, Boise Meridian:

Section 12: Commencing at the Northeast Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12; thence running West 600 feet; thence South 600 feet; thence East 600 feet; thence North 600 feet to the point of beginning.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A parcel of land located in Section 12, Township 15 South, Range 32 East, Boise Meridian, Oneida County, Idaho, and more particularly described as follows:

Beginning at the Northeast corner of said Section 12, located North 00°02'37" West 2641.28 feet from the East quarter corner of said Section 12; thence North 89°44'09" West 30.00 feet to a 5/8" rebar with cap labeled "BRIAN J. ALLEN, PLS 9163", set on the East right of way line of the County Road; thence South 00°02'37" East 458.52 feet along said County Road right of way line to the True Point of Beginning; thence continuing South 00°02'37" East 141.48 feet to a 5/8" rebar with cap, thence North 89°44'09" West 570.00 feet to a 5/8" rebar and cap; thence North 00°02'37" West 147.00 feet, thence South 89°10'56" East 570.06 feet to the True Point of Beginning.

PARCEL 3:

(Woolstenhulme Parcel)

A parcel of land located in Section 12, Township 15 South, Range 32 East, Boise Meridian, Oneida County, Idaho, and more particularly described as follows:

Commencing at the Northeast corner of said Section 12, located South 89°44'09" East 2661.83 feet from the North quarter corner of said Section 12; thence North 89°44'09" West 30.00 feet along the North boundary of Section 12 to a 5/8" rebar with cap labeled "BRIAN ALLEN, PLS 9163"; thence South 00°02'37" East 600 feet to a 5/8" rebar and cap, the True Point of Beginning; thence South 00°02'37" East 126.50 feet to a 5/8" rebar and cap; thence North 89°44'09" West 570.00 feet to a 5/8" rebar and cap; thence North 00°02'37" West 126.50 feet to a 5/8" rebar and cap; thence South 89°44'09" East 570 feet to the True Point of Beginning.

132377

EXHIBIT B

Description of the Permitted Encumbrances

The following exceptions to title, as set forth in Schedule B, Section II of that certain Title Commitment Number 548801 WASHMUT, issued on March 4, 2002, by First American Title Insurance Company:

7. 2001 taxes in the original amounts, for Tax Parcel Numbers indicated below. The first one-half are paid, as indicated, the balance is due and payable but will not be delinquent until after June 20, 2002.

<u>TAX PARCEL NUMBER</u>	<u>ASSESSED TAXES</u>	<u>AMT. PAID</u>
RP-0157101	\$7,677.76	\$3,838.88 (First ½)
RP-0157102	\$644.86	\$322.43 (First ½)
RP-0157300	\$1,905.06	\$952.53 (First ½)
RP-0157400	\$863.92	\$431.96 (First ½)
RP-0158100	\$419.82	\$209.91 (First ½)
RP-0158200	\$929.34	\$464.67 (First ½)

RP-0117602 - 2001 taxes assessed in the original amount of \$2,307.14. \$773.65 have been paid on the first ½, with \$379.92 being delinquent, plus penalties and interest. The second ½ is due and payable but will not be delinquent until after June 20, 2002. Taxes for 2002 and subsequent years are not yet due or payable, but are an accruing lien against said premises. Homeowners Exemption IS NOT active as of the 2001 tax statement. Circuit Breaker IS NOT in effect for 2001.

10. Mortgage, dated May 6, 1994, to secure an original indebtedness of \$750,000.00, and any other amounts and/or obligations secured thereby.
Recorded: May 6, 1994, as Instrument No. 120332
Mortgagor: Vern R. Duffin and Marilyn A. Duffin, husband and wife
Mortgagee: West One Bank, Idaho
Assigned to The Travelers Insurance Company, recorded May 6, 1994, as Instrument No. 120334.
Corrected Assignment of Mortgage and other loan documents, dated May 10, 1994, from West One Bank, Idaho to The Travelers Insurance Company, recorded August 10, 1994, as Instrument No. 120752

12. UCC-1 Financing Statement covering sprinkler system.
Recorded: May 6, 1994, as Instrument No. 120333
Debtor: Vern R. Duffin and Marilyn A. Duffin
Secured Party: West One Bank, Idaho
Assignee: The Travelers Insurance Company
Continuation recorded January 26, 1999, as Instrument No. 127167

132377

15. Reservation contained in Deed from the U.S.A. to W.L. Baker, recorded March 31, 1953, in Book 29 of Deeds, page 8, for mineral reservation as to the E 1/2 SE 1/4 of Section 8, Township 15 South, Range 33 East, Boise Meridian.
16. Reservation contained in Deed from the W. Lewis Baker aka W. L. Baker and LaDean H. Baker, husband and wife to W. L. Baker Company, a corporation, recorded December 21, 1965, in Book 31 of Deeds, page 638, for mineral reservation.
17. Reservation contained in Warranty Deed from Stephen L. Smith and Sigrid J. Smith to W. L. Baker Company, a corporation, recorded January 2, 1985, as Instrument No. 108891, for mineral reservation in Section 8 Township 15 South, Range 33 East, Boise Meridian.
18. Pole Line Easements in favor of Utah Power & Light Co. as follows: (1) recorded October 10, 1946, in book 1 of Misc. page 401; (2) recorded January 27, 1960, in Book J of Misc., page 521.
19. Water Rights Agreement dated June 9, 1987 between Mary J. Hubbard, Don and Dixie Hubbard, David and Jessie Hubbard, William and Gaylene Willie, Wells and Marsha Willie, Curley Development, Inc. W.L. Baker Co. Inc. C. H. Sweeten & Sons, Inc., William H. Baker and Delmore Canan Co., Ltd., recorded August 19, 1987, as Instrument No. 113143.
20. All matters, and any rights, easements, interest or claims which may exist by reason thereof, disclosed by an ALTA/ACSM survey made by A. A. Hudson & Associates on October 13, 2000, designated Job No. 00225.

133546

EXHIBIT A

PARCEL 1:

A parcel of land located in Section 7, Township 15 South, Range 33 East, Boise Meridian, Oneida County and further described as follows:

Beginning at the Southwest Corner of said Section 7; thence North 00°17'00" East 904.64 feet along the West line of said Section 7; thence South 85°16'10" East 38.68 feet to a 5/8" rebar with cap labeled "AAH LS 4735", set on the East right-of-way line of the County Road, the True Point of Beginning; Thence South 85°16'10" East 313.57 feet to a 5/8" rebar with cap; thence South 00°33'12" West 138.87 feet to a 5/8" rebar with cap; thence North 85°16'10" West 313.56 feet to a 5/8" rebar with cap set on the said East right-of-way line; thence North 00°33'12" East 138.87 feet along said right of way line to the True Point of Beginning. T-3798

TOGETHER WITH an easement for maintenance for a guy wire and anchor 5 feet wide 2.5 feet on each side of the following described centerline:

Beginning at the True Point of Beginning of the above described parcel; thence South 85°16'10" East 176.21 feet to the True Point of Beginning of this easement; thence North 31°42'15" East 77.00 feet along the centerline of the existing guy wire to the end point. The side lines of this easement terminate perpendicular to the end point.

PARCEL 2:

Township 15 South, Range 33 East, Boise Meridian:

Section 7: ALL, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS, TO-WIT: A parcel of land located in Section 7, Township 15 South, Range 33 East, Boise Meridian, Oneida County and further described as follows: Beginning at the Southwest Corner of said Section 7; thence North 00°17'00" East 904.64 feet along the West line of said Section 7; thence South 85°16'10" East 38.68 feet to a 5/8" rebar with cap labeled "AAH LS 4735", set on the East right-of-way line of the County Road, the True Point of Beginning; Thence South 85°16'10" East 313.57 feet to a 5/8" rebar with cap; thence South 00°33'12" West 138.87 feet to a 5/8" rebar with cap; thence North 85°16'10" West 313.56 feet to a 5/8" rebar with cap set on the said East right-of-way line; thence North 00°33'12" East 138.87 feet along said right-of-way line to the True Point of Beginning. TOGETHER WITH an easement for maintenance for a guy wire and anchor 5 feet wide 2.5 feet on each side of the following described centerline: Beginning at the True Point of Beginning of the above described parcel; thence South 85°16'10" East 176.21 feet to the True Point of Beginning of this easement; thence North 31°42'15" East 77.00 feet along the centerline of the existing guy wire to the end point. The side lines of this easement terminate perpendicular to the end point.

Township 15 South, Range 33 East, Boise Meridian:

Section 8: W¼; SE¼; NE¼

Section 17: N¼NW¼

Section 18: N¼NE¼; NE¼NW¼; Lot 1

PARCEL 2 (cont'd):

Township 15 South, Range 32 East, Boise Meridian:

Section 12; Commencing at the Northeast Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12; thence running West 600 feet; thence South 600 feet; thence East 600 feet; thence North 600 feet to the point of beginning. T-3820

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A parcel of land located in Section 12, Township 15 South, Range 32 East, Boise Meridian, Oneida County, Idaho, and more particularly described as follows:

Beginning at the Northeast corner of said Section 12, located North 00°02'37" West 2641.28 feet from the East quarter corner of said Section 12; thence North 89°44'09" West 30.00 feet to a 5/8" rebar with cap labeled "BRIAN J. ALLEN, PLS 9163", set on the East right of way line of the County Road; thence South 00°02'37" East 458.52 feet along said County Road right of way line to the True Point of Beginning; thence continuing South 00°02'37" East 141.48 feet to a 5/8" rebar with cap; thence North 89°44'09" West 570.00 feet to a 5/8" rebar and cap; thence North 00°02'37" West 147.00 feet, thence South 89°10'56" East 570.06 feet to the True Point of Beginning.

PARCEL 3:

A parcel of land located in Section 12, Township 15 South, Range 32 East, Boise Meridian, Oneida County, Idaho, and more particularly described as follows:

Commencing at the Northeast corner of said Section 12, located South 89°44'09" East 2661.83 feet from the North quarter corner of said Section 12; thence North 89°44'09" West 30.00 feet along the North boundary of Section 12 to a 5/8" rebar with cap labeled "BRIAN ALLEN, PLS 9163", thence South 00°02'37" East 600 feet to a 5/8" rebar and cap, the True Point of Beginning; thence South 00°02'37" East 126.50 feet to a 5/8" rebar and cap; thence North 89°44'09" West 570.00 feet to a 5/8" rebar and cap; thence North 00°02'37" West 126.50 feet to a 5/8" rebar and cap; thence South 89°44'09" East 570 feet to the True Point of Beginning. T-5300

PARCEL 4:

A parcel of land located in Section 12, Township 15 South, Range 32 East, Boise Meridian, Oneida County, Idaho, and more particularly described as follows;

Beginning at the Northeast corner of said Section 12, located North 00 02'37" West 2641.28 feet from the East quarter corner of said Section 12; thence North 89 44'09" West 30.00 feet to a 5/8" rebar with cap labeled "BRIAN J. ALLEN, PLS 9163", set on the East right of way line of the County Road; thence South 00 02'37" East 458.52 feet along said County Road right of way line to the True Point of Beginning; thence continuing South 00 02'37" East 141.48 feet to a 5/8" rebar with cap; thence North 89 44'09" West 570.00 feet to a 5/8" rebar and cap; thence North 00 02'37" West 147.00 feet, thence South 89 10'56" East 570.06 feet to the True Point of Beginning.

EXHIBIT B

1. Taxes or 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.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are 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. Any lien, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

7. Taxes for the years and the original amounts, for Tax Parcel Numbers indicated are listed below.

Tax Parcel Numbers	YEAR	ASSESSED TAXES	STATUS	APPLIES TO
RP-0157101	2001	\$ 7,677.76	PAID IN FULL	Sec. 7
	2002	8,901.16	FIRST ½ DUE	
RP-0157102	2001	644.86	PAID IN FULL	T-3798
	2002	690.04	FIRST ½ DUE	
RP-0157300	2001	1,905.06	PAID IN FULL	Sec. 8: W½, SE¼
	2002	2,263.86	FIRST ½ DUE	
RP-0157400	2001	863.92	PAID IN FULL	Sec. 8: NE¼
	2002	1,055.54	FIRST ½ DUE	
RP-0158100	2001	419.02	PAID IN FULL	Sec. 17
	2002	511.22	FIRST ½ DUE	
RP-0158200	2001	929.34	PAID IN FULL	Sec. 18
	2002	1,135.66	FIRST ½ DUE	
RP-0117602	2001	2,307.14	PAID IN FULL	T-3820
	2002	2,548.98	FIRST ½ DUE	
RP-0117604	2001	1.70	DELINQUENT	T-5300
	2002	2.08	FIRST ½ DUE	
PP-0117601	2002	3,395.78	FIRST ½ DUE	Storage Building

Taxes for the first ½ of 2002 are due and payable, but will not be delinquent until after December 20, 2002. Second ½ taxes will be delinquent after June 20, 2003. Taxes for 2003 and subsequent years are not yet due or payable, but are an accruing lien against said premises.

Homeowners Exemption IS NOT active as of the 2002 tax statement.

Circuit Breaker IS NOT in effect for 2002.

8. Mortgage, dated May 6, 1994, to secure an original indebtedness of \$750,000.00, and any other amounts and/or obligations secured thereby. (Parcels 1,2 and 4)

Recorded: May 6, 1994, as Instrument No. 120332

Mortgagor: Vern R. Duffin and Marilyn A. Duffin, husband and wife

Mortgages: West One Bank, Idaho

Assigned to The Travelers Insurance Company, recorded May 6, 1994, as Instrument No. 120334.

Corrected Assignment of Mortgage and other loan documents, dated May 10, 1994, from West One Bank, Idaho, to The Travelers Insurance Company, recorded August 10, 1994, as Instrument No. 120752.

9. UCC-1 Financing Statement covering sprinkler system. (Parcels 1, 2 and 4)

Recorded: May 6, 1994, as Instrument No. 120333

Debtor: Vern R. Duffin and Marilyn A. Duffin

Secured Party: West One Bank, Idaho

Assignee: The Travelers Insurance Company

Continuation recorded January 26, 1999, as Instrument No. 127167

11. Reservation contained in Deed from the U.S.A. to W. L. Baker, recorded March 31, 1953, in Book 29 of Deeds, page 8, for mineral reservation as to the E $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, Township 15 South, Range 33 East, Boise Meridian.

12. Reservation contained in Deed from the W. Lewis Baker aka W. L. Baker and LaDean H. Baker, husband and wife to W. L. Baker Company, a corporation, recorded December 21, 1965, in Book 29 of Deeds, page 638, for mineral reservation. (Parcels 1 and 2)

13. Reservation contained in Warranty Deed from the Stephen L. Smith and Sigrid J. Smith to W. L. Baker Company, a corporation, recorded January 2, 1985, as Instrument No. 108891, for mineral reservation in Section 8 Township 15 South, Range 33 East, Boise Meridian.

14. Pole Line Easements in favor of Utah Power & Light Co. as follows: (1) recorded October 10, 1946, in Book I of Misc. page 401; (2) recorded January 27, 1960, in Book J of Misc., page 521. (E $\frac{1}{4}$ E $\frac{1}{2}$, Section 12, Township 15 South, Range 32 East and E $\frac{1}{2}$ W $\frac{1}{2}$, Section 8, Township 15 South, Range 33 East)

15. Water Rights Agreement, dated June 9, 1987, between Mary J. Hubbard, Don and Dixie Hubbard David and Jessie Hubbard, William and Gaylene Willie, Wells and Marsha Willie, Curley Development, Inc., W. L. Baker Co., Inc., C. H. Sweeten & Sons, Inc., William H. Baker and Delmore Canan Co., Ltd., recorded August 19, 1987, as Instrument No. 113143. (Section 12, Township 15 South; Range 32 East)

16. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by an ALTA/ACSM survey made by A. A. Hudson & Associates on October 13, 2000, designated Job No. 00225. (T3820 and T5300)

134476

Microfilm No.

24 Day June 2003

At 10:45 O'clock P.M.

Oneida Co. Recorder

Fees \$ 9.10

Recorded at Blackfoot

SPECIAL WARRANTY DEED

For Value Received Exchange 02-2133, LLC., an Idaho Limited Liability Company

Hereinafter called Grantor, hereby grants, bargains, sells and conveys unto M & K Properties, LLC., an Idaho Limited Liability Company whose address is: 6605 Rimrock Dr., Idaho Falls,

ID 83401

Hereinafter called the Grantee, the following described premises situated in Oneida County, Idaho, to-wit:

"See Attached Legal Description"

Grantor does hereby covenant with Grantee, his heirs, successors and assigns, that Grantor will warrant and defend the said granted premises against the lawful claims and demands of all persons claiming by, through and under Grantor, but against no other claims and no other persons, including predecessors in title.

Dated: June 22, 2003

Exchange 02-2133, LLC., an Idaho Limited Liability Company
Exchange Services, Inc., Member

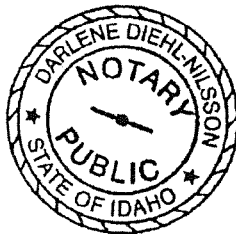
By: Shauna Romrell
It's: President

STATE OF IDAHO)

:SS

COUNTY OF BINGHAM)

On this 23rd day of June, in the year of 2003, before me, the undersigned personally appeared Shauna Romrell, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation as member of Exchange 02-2133, LLC., an Idaho Limited Liability Company, and acknowledged to me that she executed the same as President of the corporation, as member of Exchange 02-2133, LLC., an Idaho Limited Liability Company.



Notary Public for Idaho

Residing at Blackfoot

Commission Expires 11-26-06

EXHIBIT A

PARCEL 1:

A parcel of land located in Section 7, Township 15 South, Range 33 East, Bolso Meridian, Oneida County and further described as follows:

Beginning at the Southwest Corner of said Section 7; thence North $00^{\circ}17'00''$ East 904.64 feet along the West line of said Section 7; thence South $85^{\circ}16'10''$ East 38.68 feet to a $5/8''$ rebar with cap labeled "AAH LS 4735", set on the East right-of-way line of the County Road, the True Point of Beginning; Thence South $85^{\circ}16'10''$ East 313.57 feet to a $5/8''$ rebar with cap; thence South $00^{\circ}33'12''$ West 138.87 feet to a $5/8''$ rebar with cap; thence North $85^{\circ}16'10''$ West 313.58 feet to a $5/8''$ rebar with cap set on the said East right-of-way line; thence North $00^{\circ}33'12''$ East 138.87 feet along said right of way line to the True Point of Beginning. T-3798

TOGETHER WITH an easement for maintenance for a guy wire and anchor 5 feet wide 2.5 feet on each side of the following described centerline:

Beginning at the True Point of Beginning of the above described parcel; thence South $85^{\circ}16'10''$ East 178.21 feet to the True Point of Beginning of this easement; thence North $31^{\circ}42'15''$ East 77.00 feet along the centerline of the existing guy wire to the end point. The side lines of this easement terminate perpendicular to the end point.

PARCEL 2:

Township 15 South, Range 33 East, Bolso Meridian;

Section 7: ALL EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS, TO-WIT: A parcel of land located in Section 7, Township 15 South, Range 33 East, Bolso Meridian, Oneida County and further described as follows: Beginning at the Southwest Corner of said Section 7; thence North $00^{\circ}17'00''$ East 904.64 feet along the West line of said Section 7; thence South $85^{\circ}16'10''$ East 38.68 feet to a $5/8''$ rebar with cap labeled "AAH LS 4735", set on the East right-of-way line of the County Road, the True Point of Beginning; Thence South $85^{\circ}16'10''$ East 313.57 feet to a $5/8''$ rebar with cap; thence South $00^{\circ}33'12''$ West 138.87 feet to a $5/8''$ rebar with cap; thence North $85^{\circ}16'10''$ West 313.58 feet to a $5/8''$ rebar with cap set on the said East right-of-way line; thence North $00^{\circ}33'12''$ East 138.87 feet along said right-of-way line to the True Point of Beginning. TOGETHER WITH an easement for maintenance for a guy wire and anchor 5 feet wide 2.5 feet on each side of the following described centerline: Beginning at the True Point of Beginning of the above described parcel; thence South $85^{\circ}16'10''$ East 178.21 feet to the True Point of Beginning of this easement; thence North $31^{\circ}42'15''$ East 77.00 feet along the centerline of the existing guy wire to the end point. The side lines of this easement terminate perpendicular to the end point.

Township 15 South, Range 33 East, Bolso Meridian;

Section 8: WX; SEW; NEX

Section 17: NW; NWX

Section 18: NW; NEX; NE; NWX; Lot 1

Exception

Parcel 1

PARCEL 2 (cont'd):

Township 15 South, Range 32 East, Boise Meridian:

Section 12; Commencing at the Northeast Corner of the NE¼NE¼ of Section 12; thence running West 600 feet; thence South 800 feet; thence East 600 feet; thence North 800 feet to the point of beginning. T-3820.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A parcel of land located in Section 12, Township 15 South, Range 32 East, Boise Meridian, Oneida County, Idaho, and more particularly described as follows:

Beginning at the Northeast corner of said Section 12, located North 00°02'37" West 2641.28 feet from the East quarter corner of said Section 12; thence North 89°44'09" West 30.00 feet to a 5/8" rebar with cap labeled "BRIAN J. ALLEN, PLS 9163", set on the East right of way line of the County Road; thence South 00°02'37" East 458.52 feet along said County Road right of way line to the True Point of Beginning; thence continuing South 00°02'37" East 141.48 feet to a 5/8" rebar with cap; thence North 89°44'09" West 570.00 feet to a 5/8" rebar and cap; thence North 00°02'37" West 147.00 feet, thence South 89°10'56" East 570.06 feet to the True Point of Beginning.

PARCEL 3:

A parcel of land located in Section 12, Township 15 South, Range 32 East, Boise Meridian, Oneida County, Idaho, and more particularly described as follows:

Commencing at the Northeast corner of said Section 12, located South 89°44'09" East 2681.85 feet from the North quarter corner of said Section 12; thence North 89°44'09" West 30.00 feet along the North boundary of Section 12 to a 5/8" rebar with cap labeled "BRIAN ALLEN, PLS 9163", thence South 00°02'37" East 600 feet to a 5/8" rebar and cap, the True Point of Beginning; thence South 00°02'37" East 128.50 feet to a 5/8" rebar and cap; thence North 89°44'09" West 570.00 feet to a 5/8" rebar and cap; thence North 00°02'37" West 128.50 feet to a 5/8" rebar and cap; thence South 89°44'09" East 570 feet to the True Point of Beginning. T-5300

PARCEL 4:

A parcel of land located in Section 12, Township 15 South, Range 32 East, Boise Meridian, Oneida County, Idaho, and more particularly described as follows:

Beginning at the Northeast corner of said Section 12, located North 00°02'37" West 2641.28 feet from the East quarter corner of said Section 12; thence North 89°44'09" West 30.06 feet to a 5/8" rebar with cap labeled "BRIAN J. ALLEN, PLS 9163", set on the East right of way line of the County Road; thence South 00°02'37" East 458.52 feet along said County Road right of way line to the True Point of Beginning; thence continuing South 00°02'37" East 141.48 feet to a 5/8" rebar with cap; thence North 89°44'09" West 570.00 feet to a 5/8" rebar and cap; thence North 00°02'37" West 147.00 feet, thence South 89°10'56" East 570.06 feet to the True Point of Beginning.