

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned. DE ✓

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
25 WR 23-10264	OK ✓				
100 WR 23-1062	a portion not owned		SENU		
100 WR 23-106A	Split?				
25 WR 23-10263	OK ✓				

RECEIVED
APR 15 2010
Department of Water Resources
Eastern Region

SUPPORT DATA

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

IN FILE # 23-106A

3. Name and Address of Former Owner/Claimant(s)

Jerry + Patsy Bagley
PO Box 1568
Jackson, WY 83001

4. New Owner/Claimant(s)

Korinne Nelson and Trish Kutz and Brett Bagley and Seth Bagley and Chelsea Dyer and Jessica Bagley
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

1409 N 400 W

City, State and ZIP Code

American Fork, UT 84003

New Telephone Number

(801) 492-1658 Email: Korinnenbn@gmail.com

5. Date you acquired the property

Jan 1, 2010

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

R. Nelsonowner/manager

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:Received by JBDate 4-15-10Receipt Amt. \$25.Received by JBDate 4-15-10Receipt No. E035741

Processed by _____ AJ

Date _____

WR _____

Date _____

E036076 \$150

STATE OF IDAHO
IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF HEALTH POLICY AND VITAL STATISTICS
CERTIFICATE OF DEATH

Date Filed JUNE 16, 2003

State File No. 2003-04337

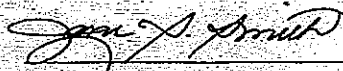
DECEDENT - LEGAL NAME GERALD CALL BAGLEY			
SEX MALE	SOCIAL SECURITY NUMBER 520-38-5964	AGE 66 YEARS	DATE OF BIRTH NOVEMBER 21, 1936
BIRTHPLACE AFTON, WYOMING		PLACE OF RESIDENCE RIGBY, IDAHO	
MARITAL STATUS AT TIME OF DEATH MARRIED		NAME OF SURVIVING SPOUSE (if wife, maiden name) PATSY QUINN	WAS DECEDENT EVER IN U.S. ARMED FORCES? NO
FATHER - NAME FLOYD BAGLEY			BIRTHPLACE WYOMING
MOTHER - MAIDEN NAME VIVIAN CALL			BIRTHPLACE WYOMING
METHOD OF DISPOSITION REMOVAL FROM STATE		FUNERAL SERVICE LICENSEE LAINE A. ECKERSELL	
NAME AND ADDRESS OF FUNERAL FACILITY ECKERSELL MEMORIAL CHAPEL, RIGBY, IDAHO			
DATE OF DEATH JUNE 07, 2003	TIME OF DEATH 11:00 P.M.	CITY, TOWN OR LOCATION OF DEATH RIGBY, IDAHO	COUNTY OF DEATH JEFFERSON
CAUSE OF DEATH (underlying cause last) MYOCARDIAL INFARCTION			Approximate Interval Between Onset and Death MINUTE
a. DUE TO (or as a consequence of):			
b. DUE TO (or as a consequence of):			
c. DUE TO (or as a consequence of):			
d. DUE TO (or as a consequence of):			
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above NONE STATED			WAS AN AUTOPSY PERFORMED? NO
MANNER OF DEATH NATURAL		NAME OF CERTIFIER BRUCE KARREN	TITLE CORONER
CORONER SUBSEQUENT CERTIFICATION IF NECESSARY:			
EXTERNAL CAUSES ONLY			
DATE OF INJURY	TIME OF INJURY	PLACE OF INJURY	INJURY AT WORK?
LOCATION WHERE INJURY OCCURRED			
DESCRIPTION OF HOW INJURY OCCURRED			

AMENDED 06/30/2003

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF HEALTH POLICY AND VITAL STATISTICS.

DATE ISSUED: JULY 08, 2003

This copy is not valid unless prepared on engraved border displaying state seal and signature of the Registrar.


JANE S. SMITH
STATE REGISTRAR

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

RECEIVED AMENDMENT TO
ARTICLES OF ORGANIZATION

APR 15 2010

Department of Water Resources
Eastern Region

RAINBOW VALLEY, LC

The undersigned agent, as directed by the Members of Rainbow Valley, LC, hereby amends and restates its Articles of Organization of Rainbow Valley, LC filed July 29, 1993, as follows:

**AMENDED AND RESTATED ARTICLES OF ORGANIZATION OF
RAINBOW VALLEY, LLC**

All of the Members of Rainbow Valley, LLC, pursuant to the Wyoming Limited Liability Company Act, adopt the following **Amended and Restated Articles of Organization of Rainbow Valley, LLC**.

1. **NAME.** The name of the limited liability company is **RAINBOW VALLEY, LLC**.
2. **DURATION.** Perpetual. The Company will continue from the date of filing until it is dissolved by its Members.
3. **PURPOSE.** This Limited Liability Company is organized to lease, operate and manage real estate and for all lawful purposes other than banking or insurance.
4. **PRINCIPAL PLACE OF BUSINESS.** The address of the principal place of business of the Company is 3717 E. 190 N. Rigby, ID 83442.
5. **REGISTERED AGENT & OFFICE.** The name of its registered agent, whose Consent to Appointment as Registered Agent accompanies these articles, is Companies House and the address of the registered office is 1107 West Sixth Avenue, Cheyenne, Wyoming 82001.
6. **CAPITALIZATION.** The interest of the Members in the Company will be represented by share certificates evidencing the ownership of shares of the ownership of the Company. Issuance of Sixty Thousand Shares is authorized. The amount which the members have committed to contribute for such shares is an amount of up to Fifty Thousand Dollars which shall be contributed and the corresponding shares issued at such times as may be determined by the Members. No additional capital contributions will be required.
7. **CLASSES OF OWNERSHIP.** The Members of the Company may provide in their Operating Agreement for classes of ownership, including, but not limited to, the issuance of non-voting shares and shares with preference rights.
8. **AMENDMENT OF ARTICLES.** These articles may be amended by a majority in interest vote of the Members.

RECEIVED

FEB 26 2010

SECRETARY OF STATE
WYOMING



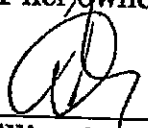
9. ADMISSION OF ADDITIONAL MEMBERS: RESTRICTION. Additional Members may be admitted upon majority in interest consent of the Members. Shares may not be sold, pledged or otherwise transferred EXCEPT to heirs upon the death of an owner.

10. ELECTION OF FLEXIBILITY. The Company elects to be a flexible limited liability company as provided and allowed by W.S. § 17-15-107 (a) (x), as amended in 1995. The Company replaces with the provisions of its Operating Agreement all statutory restrictions that impose events of dissolution. The Company adopts the option of having fewer than two members.

11. CONTINUITY. The remaining Member or Members will continue the Company upon any event which terminates the continued membership of a Member in this Company. Any return shall be subject to the provisions of the Operating Agreement and the approval by management, notwithstanding the provisions of W.S. §§17-15-119 and 17-15-120, and paid as soon as practical without diminishing the prospects of the Company's ventures.

12. MANAGEMENT. The business of the company shall be conducted under the management of **Korinne Bagley Nelson**, 1409 N 400 W, American Fork, Utah 84003. Should she be replaced by a 60% vote of the Members or become unable or unwilling to serve, then the management shall be conducted by the remaining Members acting as the Board of Directors, each voting according to his or her ownership interest.

DATED: February 2, 2010.


William D. Bagley, Agent

CONSENT TO APPOINTMENT AS REGISTERED AGENT

Companies House accepts the appointment to continue as registered agent for **Rainbow Valley, LLC** and states it is familiar with the duties as agent and certifies that it is in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

DATED this 2nd day of February, 2010.

Companies House

By: 

William D. Bagley, President

AMENDED OPERATING AGREEMENT OF RAINBOW VALLEY, LLC

The undersigned, as Members of the Company, do hereby enter into this **Amended Operating Agreement of Rainbow Valley, LLC** replacing all prior Operating Agreements.

I Office

The **principal office** of business of the Company shall be located at 3717 E. 190 N. Rigby, ID 83442. The Company may have such other offices, either within or without the State of Wyoming, as the Members may designate or as the business of the Company may require. The **registered office** of the Company required by the Wyoming Limited Liability Act to be maintained in the State of Wyoming may be, but need not be, identical with the principal office, and may be changed from time to time by the Members.

II Purpose

This Limited Liability Company is organized to lease, operate and manage real estate and for all lawful purposes other than banking or insurance.

III Duration of the Company

The Company will continue from the date of filing until it is dissolved by the Members.

IV Contributions

The undersigned member agree to share in all post formation contributions, profits, and surplus of the Company according to the percentage of their ownership.

Each member currently owns an undivided 1/6 interest in the business and Company, as follows:

Korinne Bagley Nelson	10,000 Shares
Trisha Bagley Kunz	10,000 Shares
Brett Gerald Bagley	10,000 Shares
Seth Gerald Bagley	10,000 Shares
Chelsea Bagley Dyreng	10,000 Shares
Jessica Bagley	10,000 Shares

V

Additional Contributions

Additional Contributions may be required as voted on by 60% of the members and if a member is unable to make a required contribution his/her ownership would be diluted accordingly.

VI

Meetings of Members

The **annual meeting** of the Members shall be held at the office of the Company or such other place as may be designated, on the **first day of January**, of each year, commencing in the year **2011**. The annual meeting shall be for the transaction of such business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. **Special meetings** of the Members, for any purpose or purposes described in the meeting notice, may be called by any managers. Unless waived, as herein provided and allowed, **written or printed notice** stating the place, day, and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Member not less than ten nor more than sixty days before the date of the meeting. Any action which may be taken at a meeting of the Members may be taken without a meeting with written action signed by all the Members.

VII

Division of Profits and Losses

All profits and losses of the Company shall be shared by each of said Members according to the percentage of interest each member owns.

VIII Management

The business of the Company shall be conducted under the management of **Korinne Bagley Nelson**, 1409 N 400 W, American Fork, Utah 84003. Should she be replaced by a 60% vote of the Members or become unable or unwilling to serve, then the management shall be conducted by the remaining Members acting as the Board of Directors, each voting according to his or her ownership interest.

IX Cost and Expenses

No owner shall be separately compensated for services performed in carrying out the operation of the Company, without consent of a majority in interest of the owners of the Company, for the normal management services although the Company may from time to time employ one or more of the Members or other representatives at a designated salary.

X Restrictions

Without the consent of sixty percent (60%) of the outstanding shares, no Member shall endorse any note or act as an accommodation party, or otherwise become surety for any person in any transaction involved in the Company. Without the consent of sixty percent (60%) of the outstanding ownership represented by outstanding shares, no member shall on behalf of the Company borrow or lend money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the Company. Except with the consent of a sixty percent (60%) in interest of the other Members, no Member shall mortgage, grant a security interest in Company shares or in the Company capital assets or property, or do any act detrimental to the best interests of the Company or which would make it impossible to carry on the ordinary purpose of the Company.

XI Banking

All funds of the Company shall be deposited in its name in such checking account or accounts as shall be designated by a majority in interest of the Management. All withdrawals therefrom are to be made upon checks which must be signed by the manager designated by the Members.

XII Books

The Company books shall be maintained at the offices of **Rainbow Valley, LLC** and each Member shall have access thereto. The books shall be kept on a calendar year basis, and shall be closed and balanced at the end of each fiscal year. Each of the parties to this agreement hereby covenants and agrees to cause all known business transactions pertaining to the purpose of the Company, to be entered properly and completely into said books. The Company will furnish annual financial statements to the Members, and prepare any required tax returns in a timely manner, furnishing copies to all owners at least ten (10) days before they are filed by the Company. Members at least ten (10) days before they are filed by the Company.

XIII Insurance

During the course of the term for which this Company is formed, the Company shall carry liability and other insurance in such amounts as are deemed appropriate by the Board.

XIV Voluntary Termination

The Company may be dissolved at any time by the agreement of a majority in interest of its owners, in which event the members shall proceed with reasonable promptness to liquidate the Company. The assets of the Company shall be distributed in the following order:

- A. To pay or provide for the payment of all Company liabilities to creditors other than owners, and liquidating expenses and obligations;
- B. To pay debts owing to owners; and
- C. To owners according to their percentage of ownership represented by issued shares.

XV
Withdrawal of Member by Sale

Any Member who shall be desirous of selling his or her share and interest in the Company shall give the **right of first refusal** to purchase said share and interest, at the same price as being offered by a bona fide buyer, to the Company. An assignee of shares has no right to participate in the management of the business and affairs of the LLC except with the approval of all Members remaining.

XVI
Death of A Owner

In the event of the death of an owner, then the deceased's heir or heirs shall be entitled to succeed to the economic share and interest of the deceased owner. The Company may, upon unanimous consent of the remaining owners, as soon as practicable, provide a document by which the heir or heirs personally affirm and accept all the terms, conditions and provisions of this Operating Agreement, binding themselves to the same in writing, and select a designated representative of the deceased owner as a Member.

XIV
Continuation

The remaining Member or Members will continue the Company upon any event which terminates the continued membership of a Member in this Company. Any return shall be subject to the provisions of the Operating Agreement and the approval by management, notwithstanding the provisions of W.S. §§17-15-119 and 17-15-120, and paid as soon as practical without diminishing the prospects of the Company's ventures.

XV
Distribution

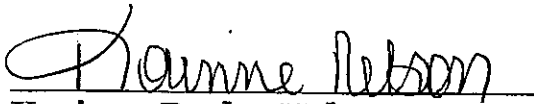
Prior to dissolution and at least annually as income has been received by the Company, bills paid, and tax returns filed, the management shall determine whether funds are available for distribution.

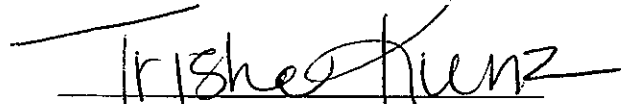
XVI
Violation of this Agreement

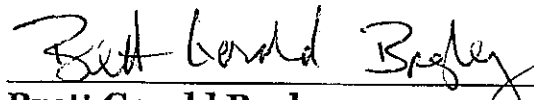
Any Owner who shall violate any of the terms, conditions, and provisions of this agreement shall keep and save harmless the Company property and shall also indemnify the other owners from any and all claims, demands and actions of every kind and nature whatsoever which may arise out of or by reason of such violation of any of the terms and conditions of this agreement.

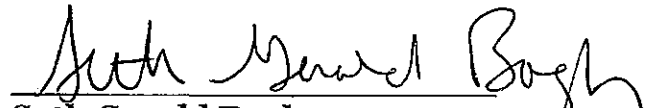
IN WITNESS WHEREOF, the parties have hereunto set their hands effective the day and year above written.

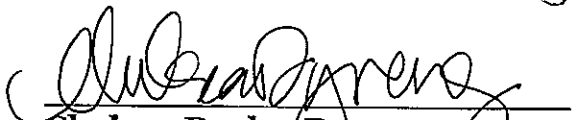
Signed:


Korinne Bagley Nelson


Trisha Bagley Kunz


Brett Gerald Bagley


Seth Gerald Bagley


Chelsea Bagley Dyreng


Jessica Bagley

**MINUTES OF THE SPECIAL MEETING OF
RAINBOW VALLEY, LLC**

**Held
January 01, 2010**

A special meeting of the Members of Rainbow Valley, LLC was held January 01, 2010, at its principal office of business in Rigby, Idaho, for the purpose of reviewing the family business conducted by the Company. Present were the Members Korinne Bagley Nelson, Trisha Bagley Kunz, Brett Gerald Bagley, Seth Gerald Bagley, Chelsea Bagley Dyreng and Jessica Bagley. Also present by telephone was Company attorney William D. Bagley

Korinne Bagley Nelson reported that, pursuant to the Operating Agreement of the Company entered into on September 1, 1993, the ownership was divided 1/6 each to Korrine Bagley Nelson, Trisha Bagley Kunz, Brett Gerald Bagley, Seth Gerald Bagley, Chelsea Bagley Dyreng and Jessica Bagley and that no shares have been issued. She reported that the Company was organized July 29, 1993, to purchase, own and operate family property.

The attorney presented a proposed Amended and Restated Articles of Organization which authorizes issuance of Sixty Thousand Shares Certificates evidencing ownership and allows the Company to continue until dissolved by its Members. Upon discussion, it was RESOLVED that the Amended and Restated Articles of Organization are approved for filing and shares were directed to be issued as follows:

Korinne Bagley Nelson	10,000 Shares
Trisha Bagley Kunz	10,000 Shares
Brett Gerald Bagley	10,000 Shares
Seth Gerald Bagley	10,000 Shares

Chelsea Bagley Dyreng
Jessica Bagley

10,000 Shares
10,000 Shares

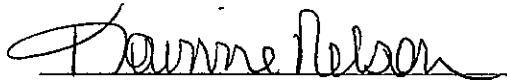
As provided in the Amended Articles, the business of the company shall continue under the management of **Korinne Bagley Nelson**, 1409 N 400 W, American Fork, Utah 84003. Should she be replaced by a 60% vote of the Members or become unable or unwilling to serve, then the management shall be conducted by the remaining Members acting as the Board of Directors, each voting according to his or her ownership interest.

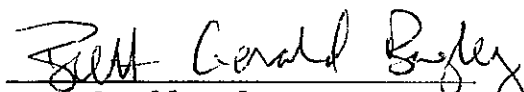
Korinne then presented a proposed **Amended Operating Agreement of Rainbow Valley, LLC** which was reviewed, approved and signed by the Members.

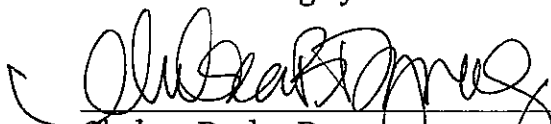
Korinne then reported that the debt of the Company had been paid early and that it owned real estate in Bonneville County, Idaho, by virtue of the attached and incorporated Warranty Deed dated January 1, 2002. Upon discussion it was **RESOLVED** that the property be retained and that its operation continue as is until such time as there is a change in the direction of the Company.

There being no further business, the meeting was declared adjourned.

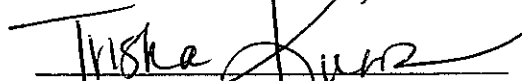
ATTEST

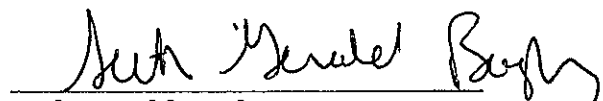

Korinne Bagley Nelson

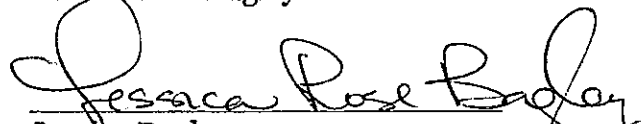

Brett Gerald Bagley


Chelsea Bagley Dyreng

RAINBOW VALLEY, LLC


Trisha Bagley Kunz


Seth Gerald Bagley


Jessica Bagley

RERECORD TO CORRECT LEGAL DESCRIPTION IN INSTRUMENT # 1082817

WARRANTY DEED

THIS INDENTURE, made the 1st day of September, 2003 between Patricia J. Bagley, and /or her nominee SWEETGRASS, of 4115 East 465 North, Rigby, Jefferson County, Idaho 83442, the Grantor, and RAINBOW VALLEY, LLC, a Wyoming Limited Liability Company, its principal place of business is 4115 East 465 North, Rigby, State of Idaho, the Grantee,

WITNESSETH, that the said Grantor, for and in consideration of exchange of property has granted, bargained, sold and by these presents, does grant, bargain, sell and convey and confirm unto the said Grantee, and to Grantee's heirs and assigns, forever, all the following described real estate situated in the County of Bonneville, State of Idaho, to-wit:

SEE ATTACHED EXHIBIT A

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and 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 Grantor,

TO HAVE and to hold, all and singular the above mentioned and described premises, together with the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever. And the said Grantor, and said Grantor's heirs shall and will warrant and by these presents forever defend the said premises in the quiet and peaceable possession of the said Grantee, and Grantee's heirs and assigns, against the said Grantor, and Grantor's heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same.

IN CONSTRUING this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the said Grantor hereunto has set his hand.

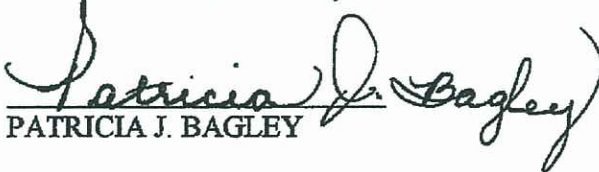

PATRICIA J. BAGLEY

EXHIBIT A

Tract #1

The S1/2 SW ¼ of Sec. 3:

The NE ¼ the NE ¼ of Sec 9, excepting therefrom the following described tracts particularly described as follows, to wit:

Beginning at the intersection of the West boundary line of the NE ¼ of the NE ¼ of Sec. 9, Twp. 1., Rge. 43 E., Boise Meridian, and the North bank of Fall Creek and thence North along said West boundary line of the NE ¼ NE ¼ of Sec. 9, Twp. 1 N., Rge. 43 E., (Boise Meridian, to the South boundary line of the county road; thence in an Easterly direction along the South boundary line to said county road 200 feet; thence South to the North bank of Fall Creek; thence west along the North bank of Fall Creek to the point of beginning.

Also excepting beginning at a point along the road 500 feet East of the West line of the NE ¼ NE ¼ of Sec 9, Twp. 1 N., Rge. 43 E., Boise Meridian, Bonneville County, Idaho, thence Easterly along the South boundary of the county road right-of way, 600 feet; thence South to the channel of Fall Creek; thence Southwesterly along meanderings of Fall Creek to a point directly South of the point of beginning, thence North to the point of beginning, together with a stock water access to Fall Creek;

The NW ¼ NW ¼ of Sec. 10;

All of said above described property being situated in Twp. 1 N., rge. 43 E., Boise Meridian, less the right-of-way for the Fall Creek Forest Road.

Tract #2

The NE ¼ SW 1/4 , the N 1/2 SE ¼, and the N ½ S ½ SE ¼ of Sec. 4. Twp. 1.N., Rge. 43 E., Boise Meridian, except a strip of land described as follows: Beginning at a point on the West boundary line whence the Quarter Corner of the South side of Sec. 4 bears South 13.18 chains, extending thence 25 links on each side of a line running South 58 degrees East 6 chains, to a point on the South boundary of the original tract, and beginning at a point on the South boundary line of the trace whence the Quarter Corner of the South side of Sec. 4 bears south 7 degrees 30 minutes East 20.17 chains extending thence 25 links on each side of line running North 9 degrees 30 minutes West 3.75 chains, thence North 9 degrees East 4.88 chains, thence North 13 degrees West 3.06 chains, thence North 28 degrees West 3.85 chains, thence North 5 degrees East 1.98 chains, thence North 57 degrees West 2.27 chains, thence North 23 degrees West 2.05 chains to a point on the north boundary of the original tract.

Tract #3

H.E. Survey No. 435, embracing a portion of, approximately, Sec. 5 Twp. 1 N., Rge. 43 e., Boise Meridian, more particularly described as follows: Beginning at corner No. 1 identical with the Southwest corner of Sec. 4, Twp. 1 N. Rge. 43 E., Boise Meridian, thence North 89 degrees 55' West 39.75 chains to corner No. 2, thence North 7' West 40

chains to corner No. 3, thence South 89 degrees 40' East 39.66 chains to corner No. 4, thence South 10' East 39.90 chains to corner No. 1, the place of beginning.

Together with an easement for access thereto granted by the United States of America to Grantors.

Tract #4

Land patented from the U.S. Government, Nov. 4, 1988

Boise Meridian, Idaho, T.1N., R. 43 E.,

Sec. 3, SW 1/4 NW 1/4 SW 1/4, SE 1/4 NW 1/4 SW 1/4, W 1/2 SW 1/4 NE 1/4 SW 1/4; SW 1/4 Sec 3.

Sec 4. S 1/2 SE 1/4 SE 1/4

Containing 45 acres

To have and to hold the said land with all the rights, privileges, immunities, and appurtenances of whatsoever nature.

Excepting and Reserving for the United States a right-a-way thereon for ditches or canals constructed by the United States pursuant to the Act of August 30, 1890 (43 U.S.C. 945). This patent shall not convey the oil and gas rights in the above-described lands until oil and gas leases 1-10481 and 1-10337 shall terminate or be relinquished, but upon such termination or relinquishment of said leases all the rights and interest to the oil and gas deposits in the above-described lands shall automatically vest in the patentees, their successors or assigns.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

A portion of above legal includes Falls Ranches #1.

Excepting from Tracts 1,2, and 3 above described:

Forty-nine percent of the mineral, oil and gas rights, are reserved and retained for Afton Olsen Weeks, a widow and her heirs, executors, administrator and assigns.

WARRANTY DEED

THIS INDENTURE, made this 1 day of January, 2002, between GERALD C. BAGLEY and PATRICIA J. BAGLEY, his wife and/or their nominee SWEETGRASS, of 4115 East 465 North, Rigby, Jefferson County, Idaho 83442, the Grantor, and RAINBOW VALLEY, LLC, a Wyoming Limited Liability Company, its principal place of business is 4115 East 465 North, Rigby, State of Idaho, the Grantee,

WITNESSETH, that the said Grantor, for and in consideration of exchange of property has granted, bargained, sold and by these presents, does grant, bargain, sell and convey and confirm unto the said Grantee, and to Grantee's heirs and assigns, forever, all the following described real estate situated in the County of Bonneville, State of Idaho, to-wit:

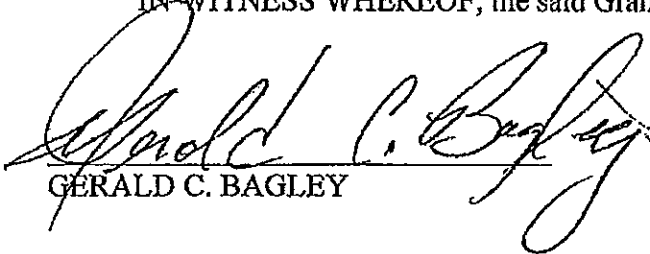
SEE ATTACHED EXHIBIT A

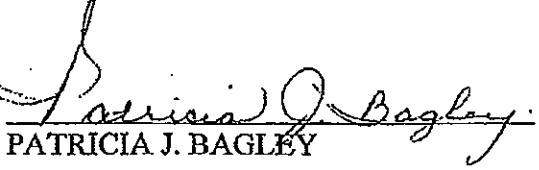
TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well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

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever. And the said Grantor, and said Grantor's heirs shall and will warrant and by these presents forever defend the said premises in the quiet and peaceable possession of the said Grantee, and Grantee's heirs and assigns, against the said Grantor, and Grantor's heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same.

IN CONSTRUING this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the said Grantor hereunto has set his hand.

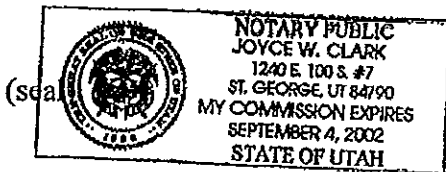

GERALD C. BAGLEY


PATRICIA J. BAGLEY

Utah
STATE OF IDAHO)
Washington) SS
County of Jefferson)

On this *1st* day of *April*, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared GERALD C. BAGLEY and PATRICIA J. BAGLEY, known to me to be the persons whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (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.



Joyce W. Clark
Notary Public for:

Residing at:

Commission Expires:

EXHIBIT A

Tract # I

The S1/2 SW 1/4 of Sec. 3;

*this is actually
Exhibit B*

The NE 1/4 the NE 1/4 of Sec 9, excepting therefrom the fol
described as follows, to wit:

larly

beginning at the intersection of the West boundary li
1/4 of Sec. 9, Twp. 1 N., Rge. 43 E., Boise Meridian, and the North bank or ran
Creek and thence North along said West bundary line of the NE 1/4 NE 1/4 of
Sec. 9, Twp. 1 N., Rge. 43 E., Boise Meridian, to the South boundary line of the
county road; thence in an Easterly direction along the South boundary line to
said county road 200 feet; thence South to the North bank of Fall Creek; thence
West along the North bank of Fall Creek to the point of beginning.

Also excepting begininning at a point along the road 500 feet East of the West
line of the NE 1/4 NE 1/4 of Sec 9, Twp. 1 N., Rge. 43 E., Boise Meridian,
~~Bonneville County, Idaho~~, thence Easterly along the South boundary of the
county road right-of-way, 600 feet; thence South to the channel of Fall Creek;
thence Southwesterly along meanderings of Fall Creek to a point directly South
of the point of beginning, thence North to the point of beginning, together with
a stock water access to Fall Creek;

The NW 1/4 NW 1/4 of Sec. 10;

All of said above described property being situated in Twp. 1 N., rge. 43 E., Boise
Meridian, less the right-of-way for the Fall Creek Forest Road.

TRACT # II

The NE 1/4 SW 1/4, the N 1/2 SE 1/4, and the N 1/2 S 1/2 SE 1/4 of Sec. 4, Twp. 1 N.,
Rge. 43 E., Boise Meridian, except a strip of land described as follows: Beginning at a
point on the West boundary line whence the Quarter Corner of the South side of Sec. 4
bears South 13.18 chains, extending thence 25 links on each side of a line running South
58 degrees East 6 chains, to a point on the South boundary of the original tract, and
beginning at a point on the South boundary line of the tract whence the Quarter Corner
of the South side of Sec. 4 bears South 7 degrees 30 minutes East 20.17 chains
extending thence 25 links on each side of a line running North 9degrees 30 minutes West
3.75 chains, thence North 9degrees East 4.88 chains, thence North 13degrees West 3.06
chains, thence North 28degrees West 3.85 chains, thence North 5 degrees East 1.98
chains, thence North 57 degrees West 2.27 chains, thence North 23degrees West 2.05
chains to a point on the North boundary of the original tract.

ALSO EXCEPTING therefrom a 10 acre parcel located in the NE 1/4 SW 1/4 and the
N 1/2 SE 1/4 which includes the existing cabin and machine shed and which will be
adjacent to the existing road.

Tract # III

H. E. Survey No. 435, embracing a portion of, approximately. Sec 5 Twp. 1 N., Rge. 43 E., Boise Meridian, more particularly described as follows: Beginning at corner No. 1 identical with the Southwest corner of Sec. 4, Twp. 1 N., Rge. 43 E., Boise Meridian, thence North 89degrees 55' West 39.75 chains to corner No. 2, thence North 7' West 40 chains to corner No. 3, thence South 89degrees 40' East 39.66 chains to corner No. 4, thence South 10' East 39.90 chains to corner No. 1, the place of beginning.

Together with an easement for access thereto granted by the United States of America to Grantors, but reserving to Grantees their heirs and assigns, the right to also use said easement for access to the parcel excepted herein.

Tract # IV

Land patented from the U.S. Government, Nov. 4, 1988.

Boise Meridian, Idaho, T. 1N., R. 43 E.,

Sec 3, SW1/4 NW1/4 SW1/4, SE1/4 NW1/4 SW1/4, W1/2 SW1/4 NE1/4 SW1/4;
SW1/4 Sec 3.

Sec 4, S1/2 SE1/4 SE1/4.

Containing 45 acres.

To Have and to Hold the said land with all the rights, privileges immunities and appurtenances of whatsoever nature.

Excepting and Reserving for the United States a right-a-way thereon for ditches or canals constructed by the United States pursuant to the Act of August 30, 1890 (43 U.S.C. 945).

This patent shall not convey the oil and gas rights in the above-described lands until oil and gas leases 1-10481 and 1-10337 shall terminate or be relinquished, but upon such termination or relinquishment of the said leases all the rights and interest to the oil and gas deposits in the above-described lands shall automatically vest in the patentees, their successors or assigns.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

EXCEPTING from Tracts I, II, and III above described:

Forty-nine percent of the mineral, oil and gas rights, are reserved and retained for Afton Olsen Weeks, a widow and her heirs, executors, administrator and assigns.

RERECORD TO CORRECT LEGAL DESCRIPTION IN INSTRUMENT # 1082817

WARRANTY DEED

BONNEVILLE COUNTY RECORDER

1131309 OCT10'03 AM1006

THIS INDENTURE, made the 24 day of SEP, 2003 between Patricia J. Bagley, and /or her nominee SWEETGRASS, of 4115 East 465 North, Rigby, Jefferson County, Idaho 83442, the Grantor, and RAINBOW VALLEY, LLC, a Wyoming Limited Liability Company, its principal place of business is 4115 East 465 North, Rigby, State of Idaho, the Grantee,

WITNESSETH, that the said Grantor, for and in consideration of exchange of property has granted, bargained, sold and by these presents, does grant, bargain, sell and covey and confirm un the said Grantee, and to Grantee's heirs and assigns, forever, all the following described real estate situated in the County of Bonneville, State of Idaho, to-wit:

SEE ATTACHED EXHIBIT A

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and 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 Grantor,

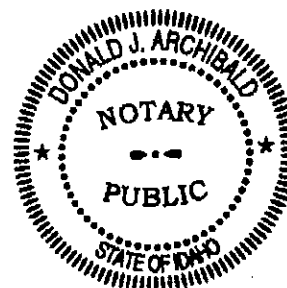
TO HAVE and to hold, all and singular the above mentioned and described premises, together with the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever. And the said Grantor, and said Grantor's heirs shall and will warrant and by these presents forever defend the said premises in the quiet and peaceable possession of the said Grantee, and Grantee's heirs and assigns, against the said Grantor, and Grantor's heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same.

IN CONSTRUING this deed and where the context so requires, the singular includes the plural.

(IN WITNESS WHEREOF, the said Grantor hereunto has set his hand.

Patricia J. Bagley
PATRICIA J. BAGLEY

Notary Public
Jefferson County, Idaho



Signed and Sworn before me this 29 SEP 2003

My commission expires **MY COMMISSION EXPIRES**
April 30, 2008
BONNEVILLE COUNTY NOTARY PUBLIC UNDERWRITERS

EXHIBIT A

Tract #1

The S1/2 SW ¼ of Sec. 3:

The NE ¼ the NE ¼ of Sec 9, excepting therefrom the following described tracts particularly described as follows, to wit:

Beginning at the intersection of the West boundary line of the NE ¼ of the NE ¼ of Sec. 9, Twp. 1., Rge. 43E., Boise Meridian, and the North bank of Fall Creek and thence North along said West boundary line of the NE ¼ NE ¼ of Sec. 9, Twp. 1N., Rge. 43 E., Boise Meridian, to the South boundary line of the county road; thence in an Easterly direction along the South boundary line to said county road 200 feet; thence South to the North bank of Fall Creek; thence west along the North bank of Fall Creek to the point of beginning.

Also excepting beginning at a point along the road 500 feet East of the West line of the NE ¼ NE ¼ of Sec 9, Twp. 1 N., Rge. 43 E., Boise Meridian, Bonneville County, Idaho, thence Easterly along the South boundary of the county road right-of way, 600 feet; thence South to the channel of Fall Creek; thence Southwesterly along meanderings of Fall Creek to a point directly South of the point of beginning, thence North to the point of beginning, together with a stock water access to Fall Creek;

The NW ¼ NW ¼ of Sec. 10;

All of said above described property being situated in Twp. 1 N., rge. 43 E., Boise Meridian, less the right-of-way for the Fall Creek Forest Road.

Tract #2

The NE ¼ SW 1/4, the N 1/2 SE ¼, and the N ½ S ½ SE ¼ of Sec. 4. Twp. 1.N., Rge. 43 E., Boise Meridian, except a strip of land described as follows: Beginning at a point on the West boundary line whence the Quarter Corner of the South side of Sec. 4 bears South 13.18 chains, extending thence 25 links on each side of a line running South 58 degrees East 6 chains, to a point on the South boundary of the original tract, and beginning at a point on the South boundary line of the trace whence the Quarter Corner of the South side of Sec. 4 bears south 7 degrees 30 minutes East 20.17 chains extending thence 25 links on each side of line running North 9 degrees 30 minutes West 3.75 chains, thence North 9 degrees East 4.88 chains, thence North 13 degrees West 3.06 chains, thence North 28 degrees West 3.85 chains, thence North 5 degrees East 1.98 chains, thence North 57 degrees West 2.27 chains, thence North 23 degrees West 2.05 chains to a point on the north boundary of the original tract.

Tract #3

H.E. Survey No. 435, embracing a portion of, approximately, Sec. 5 Twp. 1 N., Rge. 43 e., Boise Meridian, more particularly described as follows: Beginning at corner No. 1 identical with the Southwest corner of Sec. 4, Twp. 1 N. Rge. 43 E., Boise Meridian, thence North 89 degrees 55' West 39.75 chains to corner No. 2, thence North 7' West 40 chains to corner No. 3, thence South 89 degrees 40' East 39.66 chains to corner No. 4, thence South 10' East 39.90 chains to corner No. 1, the place of beginning.

Together with an easement for access thereto granted by the United States of America to Grantors.

Tract #4

Land patented from the U.S. Government, Nov. 4, 1988

Boise Meridian, Idaho, T.1N., R. 43 E.,

Sec. 3, SW 1/4 NW 1/4 SW 1/4, SE 1/4 NW 1/4 SW 1/4, W 1/2 SW 1/4 NE 1/4 SW 1/4; SW 1/4 Sec 3.

Sec 4. S 1/2 SE 1/4 SE 1/4

Containing 45 acres

To have and to hold the said land with all the rights, privileges, immunities, and appurtenances of whatsoever nature.

Excepting and Reserving for the United States a right-a-way thereon for ditches or canals constructed by the United States pursuant to the Act of August 30, 1890 (43 U.S.C. 945). This patent shall not convey the oil and gas rights in the above-described lands until oil and gas leases 1-10481 and 1-10337 shall terminate or be relinquished, but upon such termination or relinquishment of said leases all the rights and interest to the oil and gas deposits in the above-described lands shall automatically vest in the patentees, their successors or assigns.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

A portion of above legal includes Falls Ranches #1.

Excepting from Tracts 1,2, and 3 above described:

Forty-nine percent of the mineral, oil and gas rights, are reserved and retained for Afton Olsen Weeks, a widow and her heirs, executors, administrator and assigns.

INSTRUMENT NO.	1/3/309
DATE	10-10-03
INST. CODE	205
IMAGED PGS	3
FEE	7.00
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By	<i>[Signature]</i> Deputy
Request of	<i>Eric Kung</i>

Took Original