

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.

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)
25-2119					

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

- A. **The appropriate FILING FEE.** See instructions for fee amounts: \$25
- 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.

3. Name and Address of Former Owner/Claimant(s) EVANS Grain & Elevator Co
PO Box 3765
Ogden, UT 84409

4. New Owner/Claimant(s) Lincoln Land Company LLC
 Name Connector (Check one): ☐ and, ☒ or, ☐ and/or

New Mailing Address PO Box 1768

City, State and ZIP Code Idaho Falls, ID 83403

New Telephone Number (208) 589-2326 Email: REC@hbeck@gmail.com

JUL 15 2010

5. Date you acquired the property

August 30, 2006

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)

[Signature] Member/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 DK Date 7-15-10
 Received by _____ Date _____
 Processed by _____ AJ Date _____

Receipt Amt. \$25.00
 Receipt No. E035970
 WR RECEIVED Date _____

JUL 15 2010

**Falls Water Co., Inc.**1770 Sabin Drive
Idaho Falls, ID 83406
(208) 522-1300THE BANK OF COMMERCE
PO BOX 7
IDAHO FALLS, ID 83403

13077

92-41/1241

7/31/2008

TO THE
ORDER OF Lincoln Land Company LLC

S **2,712.00

Two Thousand Seven Hundred Twelve and 00/100*****

Lincoln Land Company LLC

P.O. Box 1768

Idaho Falls, Idaho 83403

DOLLARS
Security features
included
Details on back*K. Scott Bruce*
AUTHORIZED SIGNATURE

MEMO

⑈013077⑈ ⑈24⑈00417⑈ ⑈3⑈0310473⑈

Falls Water Co., Inc.

13077

Lincoln Land Company LLC

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/25/2008	Bill	Lease Pmt to 7/31/09	2,712.00	2,712.00		2,712.00
				Check Amount		2,712.00

7/31/2008

FWC-BofCommerce

2,712.00

54K-00145-1-5-010

LINCOLN LAND COMPANYP.O. BOX 1768
IDAHO FALLS, ID 83403-1768SMITH BARNEY
670 S WOODRUFF AVE
IDAHO FALLS ID 83401-5299**DEPOSIT TICKET**Date _____
List Checks Separately - DO NOT MAIL CASH

Checks	Dollars	Cents
1. Falls W	2712	—
2.		
3.		
4.		
5.		
6.		
7.		
TOTAL	2712	—

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FEB 05 2010

Department of Water Resources

W.F.
DEN, KIDWELL, HAHN, & CRAPO, P.L.L.C.
BOX 50130
IDAHO FALLS, IDAHO 83405

BONNEVILLE COUNTY RECORDER

1028389 AUG 7 '00 PM 2 22

1028389

LEASE AGREEMENT FOR WATER RIGHT

This agreement is made this 31st day of July, 2000, by and between Evans Grain and Elevator, Co., P.O. Box 3765, Ogden, Utah 84409 (hereafter "Evans"), a Utah corporation, and Falls Water Company, Inc., 405 11th Street, Idaho Falls, Idaho 83404 (hereafter "FWC"), an Idaho corporation.

WITNESSETH

That for an in consideration of the mutual covenants and promises herein set forth, the parties agree as follows:

1. Evans is the holder of water right license no. 25-02119, a right to divert 5.56 cfs of ground water by means of a well located in the SWSE Section 10, T2N, R38E, Bonneville County, Idaho, for industrial use at the same location, with a priority of June 10, 1955.
2. FWC is a water service corporation organized and existing under and by virtue of the laws of the State of Idaho, with its principle place of business in Bonneville County, Idaho. FWC provides water for domestic purposes from several wells to numerous homes in the Idaho Falls area.
3. By separate agreement executed simultaneously with the execution of this agreement, FWC has leased the above reference well of Evans and desires to lease the referenced water right also. The parties understand and agree that to comply with Idaho law, in order for FWC to legally use water under water right no. 25-02119 for domestic purposes within the FWC service area, the nature and place of use of such water right must be changed pursuant to the provisions of Idaho Code §§42-108 and 42-222.
4. Evans makes no guarantee or warranties relating to the water right which is the subject of this agreement or the use of water pursuant thereto for any purpose. FWC recognizes and accepts the inherent risk associated with the use of water pursuant to such water right and agrees to save and hold Evans harmless from any loss, claim or cost by reason of a liability claim brought by any person or entity including FWC allegedly suffering a personal injury or property damage in some way attributable to the water right or the use of water pursuant thereto.
5. FWC agrees to maintain a policy of liability insurance in a minimum amount of one million dollars (\$1,000,000) to be effective at all times while this agreement is in effect. Evans will be named as an additional insured on

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Department of Water Resources
Eastern Region

Mar 15 2006 0:16 Evans Grain

476-3131

FWC's policy and receive a certificate of insurance annually indicating the policy is in effect.

6. Immediately upon the execution of this agreement, the parties shall cooperatively cause the appropriate application for transfer of said water right to be filed pursuant to said sections of the Idaho Code with the Idaho Department of Water Resources and shall continue to cooperate to the end that formal approval of such transfer by IDWR may be obtained at the earliest possible date.
7. Upon receipt of formal approval by IDWR, the terms of this lease shall be that FWC will lease said water right in the amount approved up to a total of 5.56 cfs for a period of three years from the date of such approval, at the rate of \$200 per year per cfs, payable in advance, the first of which payments has been paid upon the execution hereof, and each subsequent payment of which shall be paid on or before the next anniversary date of the execution hereof. This lease shall be renewable at the option of Evans for two additional three year periods on the same terms and conditions.
8. Upon the expiration or termination of this lease for any reason, FWC agrees to cooperate with Evans in any effort of Evans to change the point of diversion, place of use, nature of use or season of use of said water right in accordance with the provisions of Idaho Code §§42-108 and 42-222, and this agreement constitutes FWC's formal consent thereto. In the event the transfer of right no. 25-02119 contemplated by this agreement is unsuccessful in whole or in part, FWC may transfer the point of diversion for any or all of its existing water rights to the referenced well and Evans agrees to cooperate in such effort as provided in the lease of said well executed simultaneously herewith.
9. This lease shall not be assigned nor subleased to any other party without the prior written consent of Evans.
10. If Evans' property is sold during the term of this lease, Evans rights hereunder may be assigned to the new owner of the property by Evans.
11. Failure to strictly comply with the provisions of this agreement shall constitute a default. Upon default, either party may pursue any lawful remedy without prior notice. In addition to any other remedies allowed by law, either party may terminate this lease upon default provided that prior to termination, the party claiming default shall give written notice specifying the grounds upon which termination will be effected and providing a ten day period upon which

such default may be cured. If the default is not cured, the party may proceed with termination.

12. In the event of default, the defaulting party shall pay all costs and attorneys fees incurred by the other in enforcing the provisions of this agreement, whether or not an actual lawsuit is filed. Failure to pay such fees and costs shall constitute a default.
13. This agreement supercedes all prior lease negotiations between the parties and is based upon no representations or warranties except as are expressly set forth herein.
14. Any notice by either party pursuant to the provisions of this lease shall be mailed to the proper address provided above, by certified mail, return receipt requested. Notice shall be effective as of the date of the first attempted delivery by the postal service.

Dated this 31st day of July, 2000.

FALLS WATER COMPANY, INC.


by Kelly D. Howell, title President

EVANS GRAIN AND ELEVATOR CO.


by Brad Kapple, title Sec (Treas)

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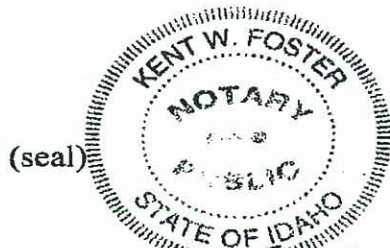
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Department of Water Resources
Eastern Region

STATE OF IDAHO)
)ss.
 County of Bonneville)

On the 26th day of July, 2000, before me the undersigned, a notary public in and for said State, personally appeared KELLY D. HUNFELL, known or identified to me to be one of the members of Falls Water Company, Inc., and acknowledged to me that he/she executed the same in said corporation name.

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



Kent W. Foster
 Notary Public for Idaho
 Residing at Idaho Falls, Idaho
 My commission expires: 11/20/2004

STATE OF Utah)
)ss.
 County of Weber)

On the 31st day of July, 2000, before me the undersigned, a notary public in and for said State, personally appeared Bird Kappe, known or identified to me to be one of the members of Evans Grain and Elevator Company, and acknowledged to me that he/she executed the same in said corporation name.

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



G:\WPDATA\KWF\143\Lease.wpd:kmc

Judy A. Shipley
 Notary Public for Utah
 Residing at Ogden, Utah
 My commission expires: 7/23/2001

INSTRUMENT NO.	<u>1028389</u>
DATE	<u>8-7-2000</u>
INST. CODE	<u>810</u>
IMAGED PGS	<u>4</u>
FEE	<u>12.00</u>
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss I hereby certify that the within instrument was recorded. Ronald Longmore, County Recorder By <u>R. Avery</u> Deput Request of <u>Norden, Kildner</u>	

4 - LEASE AGREEMENT FOR WATER RIGHT

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Department of Water Resources
 Eastern Region

Real Estate Sales Agreement

Evans Grain & Elevator Co. (Seller) and Lincoln Land Co. LLC (Buyer) hereby agree to the following terms:

Seller agrees to sell and Buyer agrees to purchase the Seller's property, including land and all building structures and equipment that are currently on the land, located at 3075 East Lincoln Road in the City of Lincoln, Bonneville County, Idaho. (See exhibit A for property description). Buyer has reviewed the commitment for title insurance (See exhibit A-1) and accepts the property subject to all of the information presented in the commitment. The purchase price will be \$1,275,000. Seller will keep $\frac{1}{2}$ of the remaining pro-rated lease income already received by Seller from the lessee, General Mills. General Mills has paid the lease amount owed through 6/30/2006. The total lease amount subject to this $\frac{1}{2}$ pro-ration if the closing is before June 30, 2006 is \$100,000 which paid for the term of 7/1/05 thru 6/30/06. For example, if this sale closed as of March 31, 2006, the amount that the buyer will pay at closing would be reduced by \$12,500 ($\$100,000 / 12 \text{ months} \times 3 \text{ months} \times \frac{1}{2} = \$12,500$). If the closing is after June 30, 2006, the lease amount subject to the pro-ration is \$103,000. However, if the closing occurs after June 30, 2006, the Buyer will receive a full daily pro-ration of the \$103,000 lease amount that Evans should receive from General Mills by July 1, 2006.

Buyer will pay \$625,000 at closing and the remainder will be financed by Seller in the form of a personally guaranteed mortgage note. The mortgage note will bear interest at a rate of prime minus 1% based on prime as of the closing date. The interest rate will then be adjusted to prime minus 1% on January 1st of each year during the term of the loan. (The prime rate will be based on what Wells Fargo Bank shows as its prime interest rate at the designated times. The Wells Fargo Bank prime was at 7.5% effective January 31, 2006.) The loan amortization period will be 10 years with payments of principal and interest made quarterly beginning July 1, 2006. The mortgage note will also have a 4 year call option that the Seller may use to call all of the remaining proceeds due at the end of 4 years from the closing of this transaction. Buyer may prepay any of the mortgage note after December 31, 2006 with no penalty. However, if the Seller is able to properly use a 1031 Exchange to defer the recognition of any gain on this transaction, then the Buyer may payoff the note at that time even if it is before December 31, 2006. The mortgage note will be secured by the property being sold and also with the personal guarantee of Doyle Beck, the principal owner of Lincoln Land Co. LLC.

Seller will assign the lease it has with General Mills and Buyer agrees to accept the assignment and abide by all of the terms of the General Mills lease (see Exhibit B for a copy of the lease agreement).

The sale includes the irrigation water rights that the property has to the Sand Creek Canal. (See Exhibit C for a copy of the Progressive Irrigation District assessment notice regarding these water rights to irrigation water from the Sand Creek Canal).

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Department of Water Resources
Eastern Region

There is also a well on the property that is leased to Falls Water Company for the amount of \$1,450 annually increasing \$50 per year and goes thru 7/31/2010. Falls Water Company also leases the rights to 33 acre feet of water usage each year that have been transferred to domestic use for \$1,112 per year. The well and its lease will be assigned to the Buyer. Also, the buyer will receive the rights to the 33 acre feet along with the assignment of the lease of these rights to Falls Water Company. Seller will assign these two leases it has with Falls Water Company and Buyer agrees to accept the assignment and abide by all of the terms of these leases. (See Exhibit D for copies of the well lease and the water rights lease with Falls Water Company). All rents and fees with respect to these water rights will be properly pro-rated at closing. The Seller will retain the right to pursue any other water rights that it may have that either are now or were at sometime in the past pertinent to the property. Buyer will cooperate with the Seller in its efforts to revive, claim and transfer any of these rights. The Seller will have until the property has been paid off in full by the Buyer to pursue these rights.

The property is also subject to an agreement with the Eagle Rock Chapter of Sons of Utah Pioneers. (See Exhibit E) This group has been given a right to use part of the property for a monument commemorating the beet sugar production that previously took place at the property. The term of the agreement is for twenty-five years beginning March 30, 2001.

The property is being sold "as is" with no warranties or representations as to the land and any of the structures and equipment conditions or their use. Title will be transferred by special warranty deed. Additionally the Buyer accepts the property in its present environmental condition which includes all deposits and debris of any kind that are on or below the surface of the land known or unknown. Buyer has performed its own due diligence with respect to the purchase of the property and accepts the property as is.

Buyer and seller will split all closing cost. However, the Seller will pay for the title insurance policy. Buyer and Seller agree to obtain a title insurance policy in the amount of \$500,000, which is \$775,000 less than the agreed upon purchase price. Both parties agree to pay for their respective legal fees. AmeriTitle in Idaho Falls will handle the closing. The seller will be pursuing a possible 1031 Exchange with regards to the sale of the property and the Buyer agrees to cooperate with the Seller and AmeriTitle to facilitate the 1031 Exchange. Closing will take place once all proper documentation is in place and once Seller has decided on its 1031 Exchange. In any case, the closing will be on or before August 31, 2006.

Buyer and Seller will file a memorandum with the state of Idaho disclosing that this agreement is in effect regarding the property. Once this agreement is signed by both parties, Buyer may access the property for some minimal dirt and gravel moving and hauling work. However, such work can not interfere with the normal operations of the lessee, General Mills nor violate any existing laws or ordinances. Buyer will provide that Seller is named as an additional insured on its insurance policy and that such policy will be for an amount of no less than \$2,000,000. Also, Buyer will provide Seller with proof of adequate worker's compensation insurance on all of its employees that will enter onto the property.

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Department of Water Resources
Eastern Region

Buyer and Seller do hereby agree to the above terms:

Seller:

Evans Grain & Elevator Co.

By: S. Bradford Kapple

Its: Secretary / Treasurer

Date: 3/15/06

Buyer:

Lincoln Land Co LLC

By: [Signature]

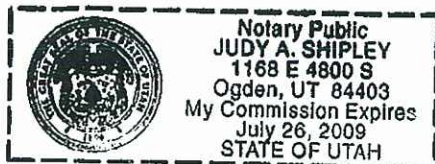
Its: owner / MGR

Date: 3-16-2006

STATE OF UTAH)

COUNTY OF WEBER)

On this 15th day of March, in the year 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared S. Bradford Kapple, known to me to be the Secretary/Treasurer of Evans Grain & Elevator Co. and the person who subscribed said Corporation name to the foregoing instrument, and acknowledged to me that he executed the same in said Corporation name.

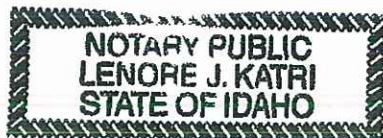


Judy A. Shipley
Notary Public for Utah
Residing at Ogden, Utah
My commission expires on 7/26/09

STATE OF IDAHO)

COUNTY OF Bonneville)

On this 16th day of March, in the year 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Doyle Beck, known or identified to me to be the Managing Member of Lincoln Land Company, LLC, and the person who subscribed said LLC's name to the foregoing instrument, and acknowledged to me that he executed the same in said LLC's name.



[Signature]
Notary Public for Idaho
Residing at _____
My commission expires on _____
Residing at Idaho Falls, Idaho
My Commission Expires: 01/30/09

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Department of Water Resources
Eastern Region

1028388 AUG 7 '00 PM 2 22

BY KWR
IN, KIDWELL, HAHN, & CRAFO, P.L.L.C.
OX 50130
FALLS, IDAHO 83405

LEASE AND EASEMENT AGREEMENT

This agreement is made on this 31st day of July, 2000 by and between Evans Grain & Elevator Co., P.O. Box 3765, Ogden, Utah 84409 ("Evans"), a Utah corporation, and Falls Water Company, Inc., 405 11th Street, Idaho Falls, ID 83404 ("FWC"), an Idaho corporation.

FWC operates several wells pumping water through pipelines to service the water needs of many domestic water users in the Idaho Falls area. Evans owns property in Iona which has a well located on it that FWC desires to lease.

- 1) For and in consideration of the mutual promises and the payments specified herein, Evans hereby agrees to lease the well located on its property described in Exhibit "A" attached hereto to FWC. Evans also hereby grants to FWC in connection with the lease a temporary easement upon and across the property described in Exhibit "A" for the location and installation of a pump and other essential equipment and facilities to divert water from said well, and a buried pipeline to transport such water from said well to a point where such water will be introduced into the existing system of FWC. The easement hereby granted includes the right of access to such property for the operation, maintenance, inspection, repair, rehabilitation or replacement of the well, diversion equipment and pipeline, and for the protection of such well and property as may be required of FWC by applicable Idaho Department of Health and Welfare regulations.
- 2) The term of the lease and temporary easements will be for 10 years. FWC shall pay to Evans \$1,200 as the lease amount for the first lease year due and payable on the first day of the lease. This lease amount shall be increased by \$50 each subsequent year of the lease term. Thus, the lease amount for the last year of the 10-year term would be \$1,650. All lease payments will be due and payable in advance on the first day of each year of the lease. Any lease payment made later than 5 days past the first day of each lease year shall incur interest at the rate of 1 1/2% per month from the date it was due until paid. If the lease payment is not made within 30 days of the lease payment date this lease will be in default. This late payment penalty provision shall not limit Evans' right to terminate or otherwise pursue remedies upon default.
- 3) FWC shall maintain the area around the well. FWC shall be responsible for all maintenance deemed by them to be necessary to maintain the operational status of the well including the pump and all associated piping and easements. All utilities shall be paid by FWC.
- 4) Evans makes no guarantee or warranties relating to the operation of the well for any purpose. FWC recognizes and accepts the inherent risk associated with the land, the aged condition of the well, and the water, which will be received out of the well and agrees to save and hold harmless Evans against any loss, claim or cost by reason of a liability claim brought by any person or entity including FWC allegedly suffering a personal injury or property damage in some way attributable to the well, water, its equipment or operation thereof by reason of FWC's use.
- 5) FWC agrees to maintain a policy of liability insurance in a minimum amount of One Million Dollars (\$1,000,000) to be effective at all times while this agreement is in effect. Evans will be named as an additional insured on FWC's policy and receive a certificate of insurance annually indicating the policy is in effect.
- 6) This lease shall not be sub-leased or assigned to any other party without the prior written consent of Evans.
- 7) If Evans decides to sell its property which may include the well site, this lease may be assigned to the new owner of the property by Evans.
- 8) FWC shall use the well strictly for supplying water to domestic water users in the Idaho Falls area.

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Department of Water Resources
Eastern Region

9) FWC agrees to lease up to 5.56 CFS from Evans. The lease for the water rights will be for a 3-year term. The lease amount for the water would be \$200 per year for each CFS Evans is able to transfer to FWC up to 5.56 CFS. The water right lease will be renewable at Evans option for 2 additional 3-year terms. The water right lease terms as noted above will be encompassed in a separate lease agreement. FWC agrees to cooperate with Evans and its attorney to effectuate the transfer of the water rights and to sign the water rights lease agreement.

10) Failure to strictly comply with the provisions of this agreement shall constitute default. Upon default, either party may pursue any lawful remedy without prior notice. In addition to other remedies allowed by law, either party may terminate this lease provided that prior to termination the party claiming default shall give written notice specifying the grounds upon which termination will be made and providing a ten (10) day period within which the default may be cured. If the default is not cured, the party may proceed with the termination.

11) In the event of default, the defaulting party shall pay all costs and attorney's fees incurred by the other in enforcing the provisions of this agreement, whether or not an actual lawsuit is filed. Failure to pay such fees and costs shall constitute a default.

12) This agreement supersedes all prior lease negotiations between the parties and is based upon no representation or warranties except as expressly set forth herein.

13) Any notice by either party pursuant to the provisions of this lease shall be mailed to the proper address provided above, by certified mail, return receipt requested. Notice shall be effective as of the date of the first attempted delivery by the postal service.

Dated this 31st day of July 2000.

FALLS WATER COMPANY, INC.

Kelly D. Howell

By Kelly D. Howell, title President

EVANS GRAIN & ELEVATOR CO.

Brad Kapple

By Brad Kapple, title Sec/Treas.

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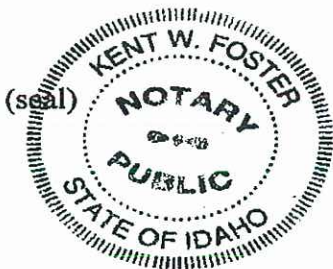
FEB 05 2010

Department of Water Resources
Eastern Region

STATE OF IDAHO)
)ss.
 County of Bonneville)

On the 26th day of July, 2000, before me the undersigned, a notary public in and for the said State, personally appeared KELLY D. HOWELL, known or identified to me to be one of the members of Falls Water Company, Inc., and acknowledged to me that he/she executed the same in said corporation name.

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



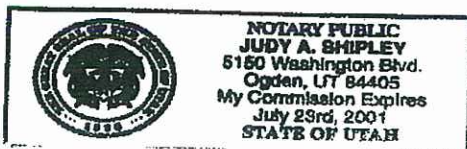
Kent W. Foster
 Notary Public for Idaho
 Residing at Idaho Falls, Idaho
 My commission expires: 4/20/2001

STATE OF Utah)
 COUNTY OF Wasatch)

On the 31st day of July, 2000, before me the undersigned, a notary public in and for said State, personally appeared Brad Kapple, known or identified to me to be one of the members of Evans Grain & Elevator Co., and acknowledge to me that he/she executed the same in said corporation name.

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

(seal)



Judy A. Shipley
 Notary Public for Utah
 Residing at Ogden, Utah
 My commission expires: 7/23/2001

INSTRUMENT NO.	<u>1028388</u>
DATE	<u>8-7-2000</u>
INST. CODE	<u>810</u>
IMAGED PGS	<u>4</u>
FEE	<u>12.00</u>
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
Donald Longmore, County Recorder	
By	<u>Raney</u> Deputy
Request of	<u>Norden, Edwille</u>

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Department of Water Resources
 Eastern Division

Exhibit "A"**Legal Description of Evans Grain Land to be Leased by Falls Water Company**

Beginning at a point that is N 89° 52' 18" W 97.20 feet from the South quarter corner 1-1/4 of Section 10, Township 2 North, Range 38 East of the Boise Meridian, and running thence in 1° 53' 13" W 254.16 feet; thence N 22° 39' 18" W 84.55 feet; thence N 1° 53' 13" W 30.76 feet; thence N 88° 06' 47" E 60.67 feet; thence S 1° 53' 13" E 100.00 feet; thence S 88° 06' 42" W 7.69 feet; thence S 1° 53' 13" E 264.78 feet to the South line of said Section 10; thence N 89° 52' 18" W along said South line, 23.01 feet to the point of beginning, containing 0.26 acres more or less, all located in the County of Bonneville, State of Idaho.

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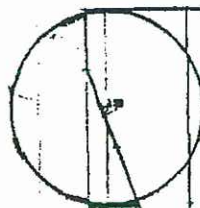
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Department of Water Resources
Eastern Region

CLASSIC
AUTO

WELL 8

VERIZON



2761

2783

2815

2821

2829

2835

2855

LR10

LR8

LR9

RECEIVED

FEB 25 2010
Department of Water Resources
Eastern Region

MAILED
3/12/07 K.S.

LINCOLN LAND Co., LLC.

March 9, 2007

Attn: Kelly Howell
Falls Water Company, Inc.
405 11th Street
Idaho Falls, ID 83404

RE: Land and Water Lease Agreement

Dear Kelly,

As you may be aware on August 31, 2006 we purchased the land formally known as Evans Grain; in Lincoln, Idaho.

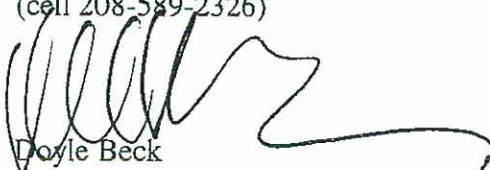
Evans Grain assigned to Lincoln Land Company the lease agreements with Falls Water Company, Inc.

Accordingly, please direct all future correspondence to us.

Attached, is a payment summary as we understand them. If they are not correct please contact me for resolution.

Please have your insurance company re-name Lincoln Land Company as additional insured and provide us with a certificate.

If you have any questions please feel free to contact me at you convenience.
(cell 208-589-2326)


Doyle Beck
Lincoln Land Company

P.O. Box 1768 • IDAHO FALLS, IDAHO 83403 • (208) 529-9891 • (208) 522-8949

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FEB 15 2010
Department of Water Resources
Eastern Region

AMT 10-40947

SPECIAL WARRANTY DEED

Evans Grain & Elevator Co., a Utah Corporation a/k/a Evans Grain & Elevator Company, Inc., a Utah Corporation a/k/a Evans Grain & Elevator Company, Incc., as GRANTOR,

for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto
Lincoln Land Company, LLC, an Idaho Limited Liability Company, as GRANTEE,

whose address is PO Box 1768, Idaho Falls, Idaho 83403 and Grantee's successors and assigns, all of the following described real property, to-wit:

Beginning at the South Quarter Corner of Section 10, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence N89°52'18"W 127.20 feet along the Section line; thence N1°53'13"W 2631.48 feet to the East-West Centerline of said Section 10; thence S89°42'26"E along said Centerline 2449.97 feet to a point that is N89°42'26"W 396.97 feet from the East Quarter Corner of said Section 10, said point also being on the West bank of Sand Creek; thence S23°11'03"W 162.91 feet; thence S32°29'40"W 2269.35 feet; thence S26°12'35"W 188.91 feet; thence S14°28'37"W 122.98 feet; thence S2°53'54"W 267.63 feet to the South line of said Section 10; thence N89°52'18"W 825.10 feet to the point of beginning.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTIES:

- a. Beginning at a point that is N89°52'18"W 97.20 feet from the South Quarter Corner of Section 10, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho; running thence N89°52'18"W 30.00 feet; thence N1°53'13"W 332.16 feet; thence Southeasterly to a point that is N1°53'13"W 254.16 feet from the point of beginning; thence S1°53'13"E 254.16 feet to the point of beginning.
- b. That certain property conveyed to Bonneville County for roadway purposes by that certain Quitclaim Deed recorded in Book 76 at Page 535 of Deed Records on March 28, 1951, at 11:16 a.m., records of Bonneville County, Idaho.

TOGETHER WITH any and all improvements, water and ditch rights, easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversion, remainder, rents, issues, and profits thereof.

In construing this Deed and where the context so requires, the singular includes the plural, and the masculine, the feminine and neuter.

Dated August 30, 2006

Evans Grain & Elevator Co., a Utah Corporation

By: Brad Kappeler
Brad Kappeler, its Sec/Treas.

STATE OF ~~IDAHO~~ UTAH

COUNTY OF Weber

On 8/30/06, before me, the undersigned, personally appeared Brad Kappeler known or identified to me to be the Sec/Treasurer of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Judy A. Shipley
Notary Public for the State of ~~Idaho~~ UTAH
Commission Expiration Date: 7/26/09



INSTRUMENT NO.	<u>1236708</u>
DATE	<u>9-6-06</u>
INST. CODE	<u>205</u>
IMAGED PGS	<u>1</u>
FEE	<u>3.00</u>
STATE OF IDAHO) ss	
COUNTY OF BONNEVILLE)	
I hereby certify that the within instrument was recorded.	
Ronald Longmire, County Recorder	
By <u>R Long</u>	
Deputy	
Request of <u>AMT</u>	

RECEIVED
FEB 05 2010
Department of Water Resources
Eastern Region



1168 EAST 4800 SOUTH
P.O. BOX 3765
OGDEN, UTAH 84409
PHONE (801) 476-0277
FAX (801) 476-3131

Bonneville County Assessor
605 N. Capital
Idaho Falls, Idaho 83402

To Whom It May Concern,

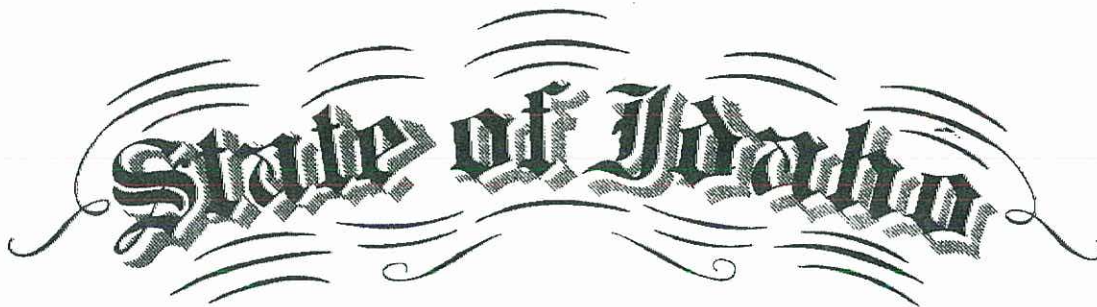
March 8, 2007

Evans Grain & Elevator Co. sold all of its land, buildings, equipment and personal property items that it had at the 3075 E Lincoln Road location in Idaho Falls to Lincoln Land Company, LLC on September 6, 2006. Therefore, Evans Grain no longer has personal property in Idaho Falls. You should be able to mail new information to: Lincoln Land Company, LLC, Attn. Doyle Beck, P.O. Box 1768, Idaho Falls, ID 83403.

Sincerely,

Brad Kapple
Evans Grain – Sec. Treas.
(801) 476-0277

RECEIVED
FEB 05 2010
Department of Water Resources
Eastern Region



Department of State.

**CERTIFICATE OF AUTHORITY
OF**

EVANS GRAIN & ELEVATOR CO.

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of **EVANS GRAIN & ELEVATOR CO.** for a Certificate of Authority to transact business in this State, duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Authority to **EVANS GRAIN & ELEVATOR CO.** to transact business in this State under the name **EVANS GRAIN & ELEVATOR CO.** and attach hereto a duplicate original of the Application for such Certificate.

Dated **February 11, 1987**



Pete T. Cenarrusa

SECRETARY OF STATE

John M. [Signature]
Corporation Clerk

APPLICATION FOR CERTIFICATE OF AUTHORITY

(Profit Corporation)

To the Secretary of State of Idaho

Pursuant to Section 30-1-110, Idaho Code, the undersigned Corporation hereby applies for a Certificate of Authority to transact business in your State, and for that purpose submits the following statement:

1. The name of the corporation is EVANS GRAIN & ELEVATOR CO. 37 FEB 11 8 50

2. The name which it shall use in Idaho is EVANS GRAIN & ELEVATOR CO.

(To be used only when required to avoid a conflict with a name already on file. Must be accompanied by a Board of Directors resolution adopting assumed name in Idaho.)

3. It is incorporated under the laws of Utah

4. The date of its incorporation is November 26, 1971 and the period of its duration is perpetual

5. The address of its principal office in the state or country under the laws of which it is incorporated is Box 9097, Ogden, Utah 84409 206 West 29th, Ogden, Utah 84401

6. The address to which correspondence should be addressed, if different from that in item 5.

7. The street address of its proposed registered office in Idaho is 2500 Overland Avenue, Box 1208, Burley, Idaho 83318, and the name of its proposed registered agent in Idaho at that address is D. R. Curtis at the same address.

8. The purpose or purposes which it proposes to pursue in the transaction of business in Idaho are:

Commodity dealer

9. The names and respective addresses of its directors and officers are:

Name	Office	Address
<u>Robert P. Evans</u>	<u>President & Director</u>	<u>Box 9097, Ogden, Utah 84409</u>
<u>Dean B. Danforth</u>	<u>V. President & Director</u>	<u>2121 Central Avenue Great Falls, Montana 59404</u>
<u>Richard Schreck</u>	<u>Secretary & Director</u>	<u>Box 9097, Ogden, Utah 84409</u>
<u>Mary Evans</u>	<u>Treasurer & Director</u>	<u>Box 9097, Ogden, Utah 84409</u>

(continued on reverse)

Name

Office

Address

10. The corporation accepts and shall comply with the provisions of the Constitution and the laws of the State of Idaho.

11. This Application is accompanied by a certificate of Corporate Status or Existence, duly authenticated by the proper officer of the state or country under the laws of which it is incorporated.

Dated: February 10, 1987

EVANS GRAIN & ELEVATOR CO.

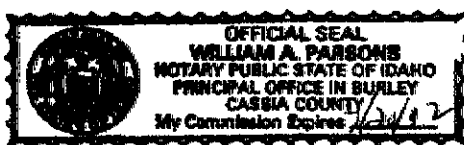
(Corporation Name)

By [Signature] - President
 Its President/Vice President (please specify)
 and [Signature] - Secretary
 Its Secretary/ Assistant Secretary (please specify)

STATE OF IDAHO)
) ss:
 COUNTY OF CASSIA)

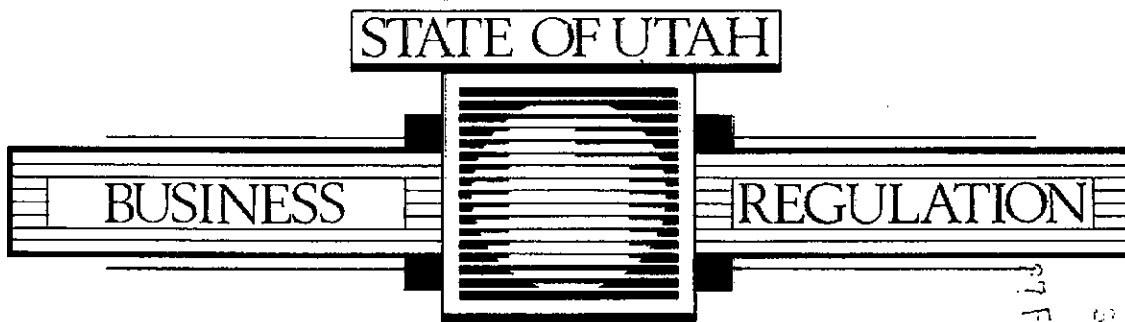
I, William A. Parsons, a notary public, do hereby certify that on this 10th day of February, 19 87, personally appeared before me Robert P. Evans, who being by me first duly sworn, declared that (s)he is the President & Secretary EVANS GRAIN & ELEVATOR CO.

that (s)he signed the foregoing document as President & Secretary of the corporation and that the statements therein contained are true.



[Signature]

Notary Public



67 FEB 11 1987

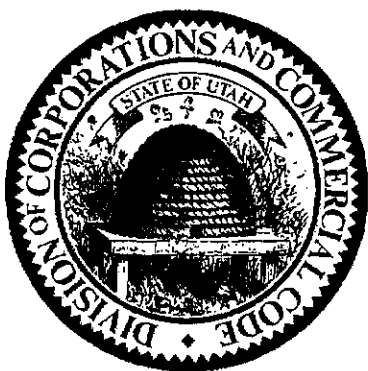
The Department of Business Regulation, Division of Corporations and Commercial Code, certifies that

EVANS GRAIN & ELEVATOR CO.

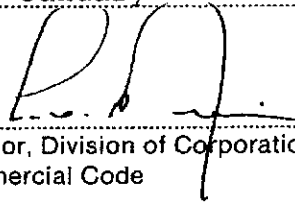
is a Utah Corporation and qualified to do business in the State of Utah. A Certificate of such incorporation was issued from this office on November 26, 1971. and said corporation is in good standing.

AS APPEARS OF RECORD IN THIS OFFICE.

File #55539



Dated this 5th day of
January A.D. 1987


Director, Division of Corporations and
Commercial Code

228

FILED EFFECTIVE

CANCELLATION OR AMENDMENT OF CERTIFICATE OF ASSUMED BUSINESS NAME

(Please type or print legibly)

JAN 7 PM 3:44
SECRETARY OF STATE
STATE OF IDAHO

To the SECRETARY OF STATE, STATE OF IDAHO

Pursuant to Section 53-507 and 53-508, Idaho Code, the undersigned gives notice of the action(s) indicated below:

1. The assumed business name is: EVANS GRAIN FEED & SEED COMPANY
2. The assumed business name was filed with the Secretary of State's Office on 09/26/2001 as file number D48619
3. ☐ Cancellation. The persons who filed the certificate no longer claim an interest in the above assumed business name and cancel the certificate in its entirety.
4. ☐ The assumed business name is amended to: _____
5. ☒ The true names and business addresses of the entity or individuals doing business under the assumed business name are amended as follow:

Add: Delete:

Name:

Address:

☐☒EVANS GRAIN & ELEVATOR CO.5150 WASHINGTON BLVD, OGDEN, UT☒☐EVANS GRAIN & ELEVATOR CO.1168 E. 4800 S., OGDEN, UT, 84403☐☐C83161

6. ☐ The type of business is amended to read:

☐

Retail Trade

☐

Manufacturing

☐

Transportation and Public Utilities

☐

Wholesale Trade

☐

Agriculture

☐

Finance, Insurance, and Real Estate

☐

Services

☐

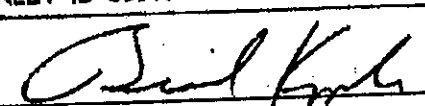
Construction

☐

Mining

7. ☐ The name and address to which future correspondence should be addressed is changed to read:

8. Name and address for this acknowledgment copy is:

EVANS GRAIN FEED & SEED COMPANYP.O. BOX 8BURLEY ID 83318Signature: Printed Name: BRAD KAPPLECapacity: SECRETARY/TREASURER

(see instruction # 9 on back of form)

Secretary of State use only

IDAHO SECRETARY OF STATE
03/07/2007 05:00
CK: 1074794 CT: 172099 SH: 1030377
1 @ 10.00 = 10.00 ASSUM AMEN # 2

D48619

CERTIFICATE OF ASSUMED BUSINESS NAME

(Please type or print legibly. See instructions on reverse.)

FILED/EFFECTIVE



To the SECRETARY OF STATE, STATE OF IDAHO

Pursuant to Section 53-504, Idaho Code, the undersigned

gives notice of adoption of an Assumed Business Name

1. The assumed business name which the undersigned use(s) in the transaction of business is:

EVANS GRAIN, FEED AND SEED COMPANY

2. The true name(s) and business address(es) of the entity or individual(s) doing business under the assumed business name is/are:

Name
EVANS GRAIN & ELEVATOR CO.

Complete Address
PO BOX 3765, OGDEN UTAH 84409 (MAILING)

083161

5150 WASHINGTON BLVD, OGDEN, UT 84405

3. The general type of business transacted under the assumed business name is:
(mark only those that apply)

☒ Retail Trade	☐ Manufacturing	☐ Transportation and Public Utilities
☐ Wholesale Trade	☒ Agriculture	☐ Finance, Insurance, and Real Estate
☐ Services	☐ Construction	☐ Mining

4. The name and address to which future correspondence should be addressed:

Phone number (optional): 208 436-7777

EVANS GRAIN, FEED AND SEED COMPANY

P.O. BOX B

BURLEY, IDAHO 83318

5. Name and address for this acknowledgment copy is (if other than # 4 above):

PARSONS, SMITH & STONE

PO BOX 910

BURLEY IDAHO 83318

EVANS GRAIN & ELEVATOR CO.

Signature: *Brad Kapple*

Printed Name: BRAD KAPPLE

Capacity: SECRETARY/TREASURER

(see instruction # 8 on back of form)

Submit Certificate of
Assumed Business
Name and \$20.00 fee to:

Secretary of State
700 West Jefferson
Basement West
PO Box 83720
Boise ID 83720-0080
208 334-2301

Secretary of State use only

IDAHO SECRETARY OF STATE
09/25/2001 05:00
CK: 23005 CT: 151697 BH: 420932
1 @ 20.00 = 20.00 ASSUM NAME # 3

D48619

Revision 2/97

g:\corp\forms\slabn.p65



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718
Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

July 20, 2010

Lincoln Land Company LLC
PO Box 1768
Idaho Falls ID 83403

RE: Change in Ownership Water Right No. 25-2119

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

**** **Evidence of Water Right Ownership:** copy of 'recorded' Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

During our review of the documentation you submitted we found some discrepancies between that documentation and the legal description of the place of use for the water right(s) indicated in your notice. I have enclosed a copy of the water right(s) for your reference.

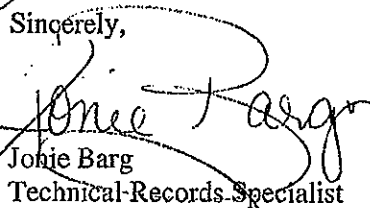
The supporting documents received with your Notice of Change in Water Right ownership was incomplete in proving legal ownership of the entire water right listed below. The land description covered by the Warranty Deed submitted does not cover the entire place of use of the water right. In order for our department to change the ownership for the above listed water rights additional evidence of ownership will be required.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,


Jonie Barg
Technical Records Specialist

Enclosure(s)

*Jonie Barg
IDWR - Idaho Gov*



1188 EAST 4800 SOUTH
P.O. BOX 3765
OGDEN, UTAH 84409
PHONE (801) 476-0277
FAX (801) 476-3131

To Whom It May Concern:

February 8, 2010

Back on September 6, 2006, Evans Grain & Elevator Co. sold its property located at 3075 East Lincoln Road, Idaho Falls, Idaho to Lincoln Land Co. LLC. The sale included water right number 25-2119.

Sincerely,

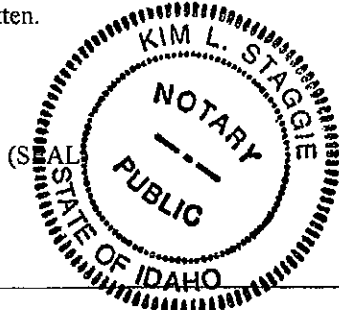
Brad Kapple
Sec. / Treas.
Evans Grain & Elevator Co.

STATE OF Idaho
County of Bonneville

) ss.

On this 8th day of February, 2010, before me, a Notary Public in and for the State of Idaho, personally appeared Brad Kapple, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



Notary Public for Idaho 5/02/13

LEASE AGREEMENT FOR WATER RIGHT

This agreement is made on this 7th day of June, 2010 by and between Lincoln Land Company LLC, P.O. Box 1768, Idaho Falls, ID 83403, an Idaho Limited Liability Company and BECO Construction Co., Inc., P.O. Box 1768, Idaho Falls, ID 83403, an Idaho Corporation ("Lessors"), and Falls Water Co., Inc., 2180 N. Deborah Dr., Idaho Falls, ID 83401 ("FWC"), an Idaho corporation.

Instrument # 1367806

IDAHO FALLS, BONNEVILLE, IDAHO

7-8-2010 02:46:20 No. of Pages: 4

Recorded for : SCOTT BRUCE

RONALD LONGMORE

Ex-Officio Recorder Deputy

Index to: AGREEMENT

Fee: 19.00

WITNESSETH

That for and in consideration of the mutual covenants and promises herein set forth, the parties agree as follows:

1. LESSORS are the holders of water right license no. 25-02119, a right to divert 33 acre feet annually of ground water by means of a well located in the SWSE Section 10, T2N, R38E, Bonneville County, Idaho, for domestic use at the same location, with a priority of June 10, 1955. LESSORS are the holder of water right license nos. 25-10226 and 25-4114, rights to divert a total of 64.07 acre feet annually of ground water.
2. FWC is a water service corporation organized and existing under and by virtue of the laws of the State of Idaho, with its principle place of business in Bonneville County, Idaho. FWC provides water for domestic purposes from several wells to numerous homes in the Idaho Falls area.
3. By separate agreement executed simultaneously with the execution of this agreement, FWC has leased the above referenced well of LESSORS and desires to lease the referenced water rights also. Water right license no. 25-02119 currently has its diversion point at the well leased by the separate agreement executed simultaneously with the execution of this agreement and the place of use is currently within FWC service area. The parties understand and agree that to comply with Idaho law, in order for FWC to legally use water under water right nos. 25-10226 and 25-4114 for domestic purposes within the FWC service area, the place of diversion and place of use of such water rights must be changed pursuant to the provision of Idaho Code Sections 42-108 and 42-222.
4. LESSORS make no guarantee or warranties relating to the water right which is the subject of this agreement or the use of water pursuant thereto for any purpose. FWC recognizes and accepts the inherent risk associated with the use of water pursuant to such water right and agrees to save and hold LESSORS harmless from any loss, claim or cost by reason of a liability claim brought by any person or entity including FWC allegedly suffering a personal injury or property damage in some way attributable to the water right or the use of water pursuant thereto.
5. FWC agrees to maintain a policy of liability insurance in a minimum amount of One Million Dollars (\$1,000,000) to be effective at all times while this agreement is in effect. LESSORS will be named as an additional insured on FWC's policy and receive a certificate of insurance annually indicating the policy is in effect.

RECEIVED

JUL 14 2010

Department of Water Resources
Eastern Region

6. Immediately upon the execution of this agreement, the parties shall cooperatively cause the appropriate application for transfer of said water right to be filed pursuant to said sections of the Idaho Code with the Idaho Department of Water Resources and shall continue to cooperate to the end that formal approval of such transfer by IDWR may be obtained at the earliest possible date.
7. Upon receipt of formal approval by IDWR, the terms of this lease shall be that FWC will lease said water rights in the amount approved up to a total of 97.07 acre feet per year for a period of three years from the date of such approval, at the rate of \$34 per year per acre foot, the first of which payments has been paid upon the execution hereof, and each subsequent payment of which shall be paid on or before August 1st, the anniversary date of the lease year. This lease shall be renewable at the option of LESSORS for two additional three year periods on the same terms and conditions.
8. Upon the expiration or termination of this lease for any reason, FWC agrees to cooperate with LESSORS in any effort of LESSORS to change the point of diversion, place of use, nature of use or season of use of said water rights in accordance with the provisions of Idaho Code sections 42-108 and 42-222, and this agreement constitutes FWC's formal consent thereto. In the event the transfer of water right nos. 25-10226 and 25-4114 contemplated by this agreement is unsuccessful in whole or in part or should LESSORS not renew the water right lease during the lease term of the well lease, FWC may transfer the point of diversion for any or all of its existing water rights to the referenced well and LESSORS agrees to cooperate in such effort as provided in the lease of said well executed simultaneously herewith.
9. This lease shall not be assigned nor subleased to any other party without the prior written consent of LESSORS.
10. If LESSORS's property is sold during the term of this lease, LESSORS's rights hereunder may be assigned to the new owner of the property by LESSORS.
11. Failure to strictly comply with the provisions of this agreement shall constitute a default. Upon default, either party may pursue any lawful remedy without prior notice. In addition to any other remedies allowed by law, either party may terminate this lease upon default provided that prior to termination, the party claiming default shall give written notice specifying the grounds upon which termination will be effected and providing a ten day period upon which such default may be cured. If the default is not cured the party may proceed with termination.
12. In the event of default, the defaulting party shall pay all costs and attorney's fees incurred by the other in enforcing the provisions of this agreement, whether or not an actual lawsuit is filed. Failure to pay such fees and costs shall constitute a default.
13. This agreement supersedes all prior lease negotiations between the parties and is based upon no representation or warranties except as expressly set forth herein.

14. Any notice by either party pursuant to the provisions of this lease shall be mailed to the proper address provided above, by certified mail, return receipt requested. Notice shall be effective as of the date of the first attempted delivery by the postal service.

Dated this 7th day of June 2010.

FALLS WATER CO., INC.

K. Scott Bruce

By K. Scott Bruce, Title General Mgr

Lincoln Land Company LLC

[Signature]

By DH Beck, Title MGR

BECO Construction Co., Inc.

[Signature]

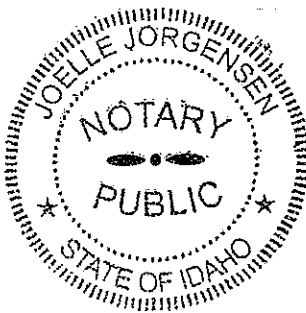
By DH Beck, Title Pres

STATE OF IDAHO)
) ss
County of Bonneville)

On the 7th day of June 2010, before me the undersigned, a notary public in and for the said State, personally appeared K. Scott Bruce, known or identified to me to be one of the members of Falls Water Co., Inc. or an authorized representative of Falls Water Co., Inc., and acknowledged to me that he/she executed the same in said corporation name.

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

(Seal)



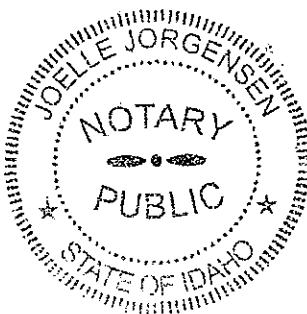
Joelle Jorgensen
Notary Public for Idaho
Residing at Bonneville County
My commission expires: Apr 19th 2013

STATE OF IDAHO)
) ss
County of Bonneville)

On the 7th day of June 2010, before me the undersigned, a notary public in and for the said State, personally appeared Doyle Beck, known or identified to me to be one of the members of Lincoln Land Company LLC and the president of BECO Construction Co Inc, and acknowledged to me that he/she executed the same in said limited liability company name.

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

(Seal)



Joelle Jorgensen
Notary Public for Idaho
Residing at Bonneville County
My commission expires: Apr 19th 2013