

ownership tracking ✓

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

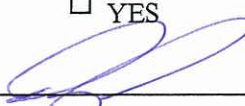
RECEIVED
MAY 02 2008
Department of Water Resources
Eastern Region

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 27-7464 *WR*
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE of \$25.00 per water right** or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest

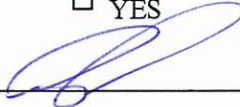
THE BANK OF COMMERCE
3113 S. 25TH E.
IDAHO FALLS, ID. 83406
4. Name of Water Right Owner/Claimant(s)
JEFFREY BRIAN STIEGLITZ
5. Expiration Date of Notification Period 3/18/09
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) 
(and title if applicable) VICE PRESIDENT

For Office Use Only

Received by _____	Date _____	Fee <u>25</u>
Received by <u>sc</u>	Date <u>5/16/08</u>	Receipt No. <u>2034008</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

ownership tracking ✓

RECEIVED
MAY 02 2008
Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s).: 27-7542 WR
Adjudication Claim No(s).: _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
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3113 S. 25TH E.
IDAHO FALLS, ID. 83406
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 (and title if applicable)
VICE PRESIDENT

For Office Use Only

Received by _____	Date _____	Fee <u>25</u>
Received by <u>z</u>	Date <u>5/6/08</u>	Receipt No. <u>2034008</u>
Processed by _____	AJ Date _____	WR _____ Date _____

Instrument # 592179

BINGHAM COUNTY, IDAHO

03-19-2008 09:48:00 No. of Pages: 8

Recorded for: FIRST AMERICAN TITLE - ID

SARA J. STAUB

Ex-Officio Recorder Deputy KBell

Index To: MORTGAGE

Electronically Recorded by Simplifile

RECEIVED

MAY 02 2008

Department of Water Resources
Eastern Region

State of Idaho

Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 03-18-2008 and the parties and their addresses are as follows:

MORTGAGOR:

JEFF B. STIEGLITZ
646 US HIGHWAY 91
FIRTH, ID 83236

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER:

THE BANK OF COMMERCE-ADMINISTRATION
3113 SOUTH 25TH EAST, P.O. 1887
IDAHO FALLS, ID 83403

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, sells and conveys to Lender the following described property:
SEE ATTACHED EXHIBIT "A"

The property is located in BINGHAM at TBD
(County)
FIRTH, Idaho 83236
(Address) (City) (Zip Code)

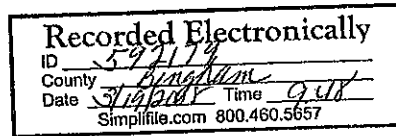
Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

IDAHO - AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT MORTGAGE (NOT FOR FNMA, FHLMC, Fannie Mae, AND NOT FOR CONSUMER PURPOSES)

(page 1 of 8)

ExpensTM © 1993, 2001 Bankers Systems, Inc., St. Cloud, MN Form AGCORESIM-ID 1/7/2003

592179



State of Idaho

Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

(With Future Advance Clause)

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MORTGAGOR:
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646 US HIGHWAY 91
FIRTH, ID 83236

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3113 SOUTH 25TH EAST, P.O. 1887
IDAHO FALLS, ID 83403

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SEE ATTACHED EXHIBIT "A"

The property is located in BINGHAM at TBD
(County)
FIRTH, Idaho 83236
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

IDAHO - AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT MORTGAGE (NOT FOR FHMA, FHLMC, FRA OR VA USE, AND NOT FOR CONSUMER PURPOSES)

(page 1 of 8)

11. ENTITY WARRANTIES AND REPRESENTATIONS. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:

- A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
- B. The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent. No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor absolutely, unconditionally, irrevocably and immediately assigns, grants, bargains and conveys to Lender all the right, title and interest in the following (Property).

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
- B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Lender grants Mortgagor a revocable license to collect, receive, enjoy and use the Rents as long as Mortgagor is not in default. Mortgagor's default automatically and immediately revokes this license. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Mortgagor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Security Instrument or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-in-possession after Mortgagor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Mortgagor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Mortgagor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about the Property. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

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any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

- D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
 - E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
 - F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
 - G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
 - H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
 - I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
 - J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
 - K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.
 - L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 21. CONDEMNATION.** Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 22. INSURANCE.** Mortgagor agrees to maintain insurance as follows:
- A. Mortgagor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the loan. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.
- All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.
- Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.
- Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

ACKNOWLEDGMENT:

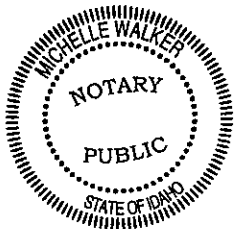
STATE OF IDAHO, COUNTY OF BONNEVILLE } ss.

On this 18TH day of MARCH, 2008, before me, a Notary Public, personally appeared
JEFF B. STIEGLITZ,

(Individual)

known or identified to me (or proved to me on the oath of _____),
to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that she/he/they
executed the same.

My commission expires: February, 4, 2014 Michelle Walker
(Notary Public)



STATE OF _____, COUNTY OF _____ } ss.

On this _____ day of _____, before me, a Notary Public, personally appeared _____,

(Business
or Entity
Acknowledgment)

known or identified to me (or proved to me on the oath of _____),
to be the _____

My commission expires: _____

(Notary Public)

(page 8 of 8)

Exhibit "A"

Real property in the County of Bingham, State of Idaho, described as follows:

Tract A:

Part of Section 35, Township 1 South, Range 36 E.B.M., Bingham County, Idaho: Beginning at a point that is N. 89°05'40" W. 378.16 feet and S. 0°54'20" W. 49.84 feet from the N¼ corner of Section 35; and running thence along a fence on the south line of a county road N. 89°46'16" E. 658.83 feet; thence S. 05°15'49" E. 95.13 feet; thence S. 48°34'13" E. 307.78 feet; thence S. 54°06'18" E. 166.58 feet; thence N. 77°11'49" E. 314.54 feet; thence N. 20°56'18" E. 148.63 feet; thence N. 61°06'21" E. 90.33 feet; thence N. 00°45'12" E. 142.86 feet; thence S. 88°55'27" E. 93.18 feet; thence S. 00°09'33" W. 330.00 feet; thence S. 89°05'00" E. 132 feet; thence S. 00°09'33" W. 957.47 feet; thence N. 89°11'14" W. 1,319.22 feet; thence N. 89°10'54" W. 1,185.65 feet; thence N. 04°20'34" E. 771.20 feet; thence S. 55°02'17" E. 336.74 feet; thence N. 85°19'54" E. 276.37 feet; thence S. 54°42'36" E. 228.75 feet; thence N. 00°54'20" E. 787.82 feet to the point of beginning.

LESS Beginning at a point which is S. 00°09'33" W. 25 feet from the NE corner of the NW¼NE¼ of Section 35; and running thence N. 89°05' W. 188.50 feet; thence S. 00°09'33" W. 309.40 feet; thence S. 89°05' E. 188.50 feet; thence N. 00°09'33" E. 309.40 feet to the point of beginning.

ALSO LESS Beginning at a point which is N. 89°04'20" W. 378.16 feet along the section line and S. 0°54'20" W. 49.84 feet to a right-of-way fence on the south line of the county road from the N¼ corner of Section 35; and running thence S. 00°54'20" W. 787.82 feet to a farm trail along the north bank of a ditch; thence along said trail S. 62°44'46" E. 200.58 feet; thence N. 42°25'19" E. 480.58 feet along a fence line on the westerly side of a farm road; thence S. 84°00'08" E. 148.05 feet along a fence line on the south bank of a ditch; thence N. 03°51'53" E. 449.06 feet; thence N. 05°15'49" W. 95.13 feet to a right-of-way fence line on the south line of the county road; thence S. 89°47'01" W. 658.83 feet along the right-of-way fence line to the point of beginning.

ALSO LESS Beginning at a point that is N. 89°05' W. 1,318.83 feet along the Section line and S. 00°05'05" W. 552.42 feet along a fence line from the NE corner of Section 35; and running thence S. 00°05'05" W. 776.97 feet; thence S. 89°59'25" W. 590.85 feet; thence N. 26°02'54" W. 380.23 feet; thence N. 23°37'48" E. 573.62 feet; thence S. 80°20'20" E. 536.65 feet to the point of beginning.

ALSO LESS Beginning at a point that lies S. 89°05'00" E. 716.88 feet along the north section and S. 1313.61 feet from the N¼ corner of Section 35; and running thence N. 89°11'14" W. 719.22 feet along the 1/16 Section line to the N. 1/16 corner of said Section; thence continuing along a 1/16 Section line N. 89°10'54" W. 174.27 feet; thence N. 06°39'55" E. 121.90 feet; thence N. 75°52'57" E. 747.34 feet; thence S. 26°02'54" E. 351.78 feet to the point of beginning.

ALSO LESS An access easement 38 feet in width, 19 feet on each side of the following described line: Beginning at a point that lies S. 89°05'00" E. 1,113.05 feet along the north line of Section 35, from the N¼ corner of said section and S. 00°07'00" W. 25.00 feet to the true point of beginning; thence S. 00°07'00" W. 265.41 feet; thence S. 35°18'08" W. 144.26 feet; thence S. 69°30'01" W. 129.06 feet; thence S. 89°43'27" W. 171.96 feet; thence S. 78°00'09" W. 86.12 feet; thence S. 63°08'34" W. 75.35 feet; thence S. 47°10'22" W. 94.70 feet; thence S. 03°15'37" W. 36.63 feet; thence S. 22°48'11" E. 200.88 feet; thence S. 00°00'43" W. 158.79 feet; thence S. 22°55'34" W. 30.77 feet; thence S. 47°29'40" W. 23.61 feet; thence N. 85°55'32" W. 13.37 feet.

ALSO LESS Beginning at the N¼ corner of Section 35, running thence S. 89°06'27" E. along the Section line 297.57 feet; thence S. 03°51'13" W. 580.62 feet; thence S. 87°33'47" E.

239.13 feet; thence N. 35°57'12" E. 30.20 feet to the True Point of Beginning; running thence N. 35°57'12" E. 188.72 feet; thence S. 54°05'38" E. 34.97 feet; thence S. 71°42'10" E. 145.81 feet; thence S. 23°36'21" W. 399.37 feet; thence N. 22°49'38" W. 303.22 feet to the True Point of Beginning.

ALSO LESS Beginning at a point that is S. 89°06'27" E. along the Section line 297.57 feet and S. 03°51'13" W. 131.72 feet from the N¼ corner of Section 35, running thence S. 03°51'13" W. 448.90 feet; thence S. 87°33'47" E. 239.13 feet; thence N. 35°57'12" E. 218.92 feet; thence N. 54°05'38" W. 131.61 feet; thence N. 48°33'33" W. 307.71 feet to the point of beginning.

ALSO LESS Beginning at a point that is S. 89°06'27" E. along the section line 1095.63 feet and S. 00°43'45" W. 25.42 feet from the N¼ corner of Section 35, said point being on the South right-of-way line of Highline Road; running thence S. 00°43'45" W. 142.80 feet; thence S. 61°07'01" W. 90.59 feet; thence S. 20°54'51" W. 148.52 feet; Thence S. 77°12'29" W. 314.55 feet; thence S. 71°42'10" E. 145.81 feet; thence S. 80°21'47" E. 533.55 feet; thence N. 00°10'13" E. 196.12 feet; thence N. 89°04'20" W. 132.00 feet; thence N. 00°10'13" E. 21.39 feet; thence N. 89°05'00" W. 56.28 feet; thence N. 00°09'33" E. 308.78 feet to said South right-of-way line; thence N. 88°54'47" W. along said South right-of-way line 36.81 feet to the point of beginning.

Tract B:

Township 1 South, Range 36 E.B.M., Bingham County, Idaho
Section 34: Lot 15

Tract C:

Township 1 South, Range 36 E.B.M., Bingham County, Idaho
Section 35: The SW¼NW¼, Lots 2 and 7, EXCEPTING THEREFROM the following described property: That portion of Lot 2 of Section 35, Township 1 South, Range 36 E.B.M., Bingham County, Idaho, lying within the following described property: Beginning at a point 528 feet W. of the NE corner of the NW¼NE¼ of said Section 35; thence E. 528 feet; thence S. 1310 feet; thence W. 1645 feet; thence in a straight line to the point of beginning. EXCEPTING and reserving to the United States all coal, oil, gas, oil shale, phosphate, potash, sodium, native asphalt, solid and semi solid bitumen and bituminous rock (including oil-impregnated rock or sands from which oil is recoverable only by special treatment after the deposit is mined and quarried), from said SW¼NW¼ and Lot 7. ALSO EXCEPTING THEREFROM: Part of the SE¼NW¼ and part of the SW¼NE¼ of Section 35, Township 1 South, Range 36 E.B.M., Bingham County, Idaho described as follows: Beginning at a point that is N. 89° 20'44" W. 2602.63 feet along the centerline through the section from the E¼ corner of said Section 35; and running thence N. 89°20'44" W. 214.31 feet along said centerline; thence N. 2°05'27" E. 371.31 feet; thence N. 88°03'45" E. 209.63 feet; thence S. 1°19'07" W. 380.70 feet to the point of beginning. TOGETHER WITH: Roadway easement described in Instrument No. 294713, records of Bingham County, Idaho

Tract D:

Part of the S½NE¼ of Section 35, Township 1 South, Range 36 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is S. 00°09'32" W. 2619.47 feet along the Section line to the E¼ corner of said Section 35, and N. 89°20'44" W. 1191.38 feet along the East-West Center Section line from the NE corner of said Section 35, and running thence N. 89°20'44" W. 1411.19 feet along said center Section line; thence N. 01°19'06" E. 1315.13 feet along an existing fence line to the North line of said S½NE¼; thence S. 89°13'35" E. 1411.16 feet along said North line S½NE¼; thence S. 01°19'06" W. 1312.20 feet to the point of beginning, together with and subject to: roadway easement described in Instrument No. 294713, records of Bingham County, Idaho.