

**GRANT OF EASEMENT**

Filed for Record at  
the Request of:

Space for Recorder's Use

J.R. Simplot Company  
999 Main Street, Suite 1300  
Boise, Idaho 83702

AFTER RECORDING MAIL TO:

J.R. Simplot Company  
999 Main Street, Suite 1300  
Boise, Idaho 83702

**Instrument # 263837**

EMMETT, GEM, IDAHO

2007-12-31 03:17:08 No. of Pages: 22

Recorded for : ALLIANCE TITLE & ESCROW

SHELLY GANNON

Fee: 66.00

Ex-Officio Recorder Deputy *Judith Egan*

Index to: EASEMENT

**GRANT OF EASEMENT**

THIS GRANT OF EASEMENT (this "Agreement") hereby supersedes and replaces the Grant of Easement , Instrument No. 256731, recorded December 29, 2006 (Superseded Easement") and executed between Treasure Valley Land and Cattle Company, LLC, an Idaho limited liability company, and J.R. Simplot Company, a Nevada Corporation on September 20, 2006.

**TREASURE VALLEY LAND AND CATTLE COMPANY** an Idaho limited liability company and **J BAR J RANCH LLC**, an Idaho limited liability company, ("Grantor") are entering into this Grant of Easement agreement with the **J.R. SIMPLOT COMPANY**, a Nevada Corporation, ("Grantee").

**RECITALS**

This Agreement is made with reference to the following facts and objectives:

A. Grantor owns certain real property in Gem County, Idaho described in Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full (the "Grantor's Property").

B. Grantee owns certain real property adjacent to Grantor's Property described in Exhibit B attached hereto and, by this reference, incorporated herein as if set forth in full (the "Grantee's Property").

C. Grantor desires to grant Grantee an easement for ingress and egress and travel on, over, across, and through a portion of the current and any future roadway on Grantor's property in order access Grantee's Property pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, including the sale and exchange of land concurrently with the grant of the superseded easement, the receipt and adequacy of which is hereby acknowledged, and in consideration of the mutual promises and grants of easement set forth herein, the parties agree as follows:

Incorporation of Recitals. Recitals A, B, and C are hereby made a part of this Agreement and incorporated herein.

Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement and right of way for ingress and egress and travel on, over, across, and through a portion of the current and any future roadway located on that portion of Grantor's Property depicted on Exhibit C attached hereto and, by this reference, incorporated herein as if set forth in full (the "Easement"). Said Easement shall not exceed a maximum of one-half (1/2) the applicable width for county roads in Gem County, ID on each side of the center-line description, but in no event shall the total width of the Easement exceed a maximum of forty-five feet on each side of the center line description. Subject to this maximum width, the width of this Easement may therefore adjust from its current width in order to reflect the then applicable width for county roads as determined by county authorities the year in which a county road may ultimately be constructed. For example, the width for a county road in Gem County, ID is currently sixty (60) feet. The Easement is thus currently limited to thirty (30) feet on either side of the center-line. If in year 2016, the county road width in Gem County, ID is expanded to seventy (70) feet, then the Easement width shall be based off of this number.

No Obstructions; Maintenance. Grantor agrees not to unreasonably obstruct or interfere with Grantee's use of the Easement. Grantor may install a gate across the access points to the Easement, provided such gate does not unreasonably interfere with Grantee's use of the Easement and Grantee is supplied with a key or other means to open and close the gate. In the event that such a gate(s) is installed, Grantee agrees to leave the gate in the condition in which is encountered (open or closed) during Grantee's use. The parties recognize that future uses of Grantee's property may be frustrated by the access restrictions, i.e., gates on the Easement; and therefore, they agree to negotiate in good faith a reasonable resolution to such circumstance as it may arise. The Grantee agrees to maintain said roadway including any bridges in good condition suitable for Grantee's exercise of its rights hereunder. This Easement shall be construed to give effect to the parties' intention to allow the continued use of the current and any future roadway.

Indemnification. Grantee shall indemnify Grantor against all loss, damages and expenses that Grantor incurs in connection with Grantee's use of the Easement and Grantee shall repair any damages to said roadway or to Grantor's Property caused by Grantee's use of the Easement or anyone using the Easement with Grantee's permission.

Relocation. Grantee shall have the right to replace that portion of the Easement consisting of the current easement segment running parallel to the Emmett Irrigation District Canal where said canal crosses the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 13 Township 7 North, Range 3 West, B.M. ("Relinquished Easement Parcel") with the Replacement Easement Parcel described below and as more fully described in Exhibit D. The balance of the current Easement route shall remain in effect and shall constitute a part of the alternative easement location described in Exhibit D. The parties mutually agree that the new portion of the alternative easement location ("Replacement Easement Parcel") consisting of up to a 90 foot wide segment running parallel to the Emmett Irrigation District canal where said canal crosses the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 13 Township 7 North Range 3 West, B.M. as set forth on Exhibit D and labeled "Replacement Easement Parcel" is merely a contingent future route which may or may not be selected as an alternate route by Grantee. The actual width of the Replacement Easement Parcel shall be determined in accordance with the procedures set forth in the Paragraph labeled "Easement" above. The parties further mutually agree that the Replacement Easement Parcel is not to be deemed or considered an easement unless and until such time as Grantee selects to relocate the Easement in accordance with this Paragraph. The parties further mutually agree that Grantee is entitled to only one Easement across Grantor's property. Should Grantee exercise its right to relocate the Easement route to the alternative easement location, the route shall be relocated at Grantee's sole risk and expense, including the reimbursement to Grantor for any crops and/or fences damaged or destroyed as a result of said relocation. Should Grantee exercise its right to relocate its Easement route to the alternative easement location, upon such relocation said alternative easement location shall automatically become the new Easement route and Grantee shall simultaneously and permanently abandon back to Grantor, at no cost, the Relinquished Easement Parcel, i.e., that portion of the current Easement location described in Exhibit C that is not a portion of the alternative easement location described on Exhibit D. Grantee agrees to execute any additional documents, should they become necessary, in order to reflect this abandonment.

Grantor and Grantee agree that the locations, drawings and descriptions contained on Exhibit C and Exhibit D shall be considered definitive descriptions of the Easement, Relinquished Easement Parcel and Replacement Easement Parcel and other relevant information in connection with the Easement and its relocation as set forth above.

In addition to Grantee's right to relocate the Easement as above set-forth, Grantor may relocate the Easement at Grantor's expense provided that such relocation does not unreasonably interfere with Grantee's ability to access Grantee's Property.

No Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of Grantor's Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purpose expressed herein.

Run with the Land. The Easement shall be a covenant running with Grantor's Property for the benefit of Grantee's Property and Grantee's obligations hereunder shall be covenants running with Grantee's Property for the benefit of Grantor's Property.

Waiver. The failure of a party to insist upon strict performance of any of the covenants contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the covenants contained herein by the same or any other party.

Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement shall be effective unless in writing signed by the party to be charged.

Governing Law. The parties agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Idaho.

Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

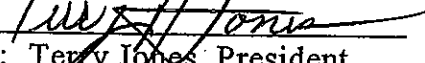
Recordation. This Agreement shall be recorded in the real property records of Gem County, Idaho.

Counterparts. This Agreement may be executed in two counterparts, which shall, when taken together, be deemed the original Agreement as against any party who has signed it.

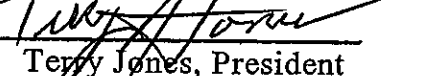
IN WITNESSES WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

GRANTOR:

**J BAR J RANCH LLC,**  
an Idaho limited liability company


By:   
Name: Terry Jones, President

**TREASURE VALLEY LAND & CATTLE LLC**  
An Idaho limited company

By:   
Name: Terry Jones, President

GRANTEE:

**J.R. SIMPLOT COMPANY,** a Nevada corporation

By: 

Name: Lawrence S. Hlobik

It's: President & CEO

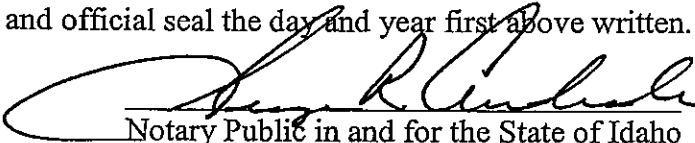


STATE OF IDAHO }  
                          } ss.  
COUNTY OF ADA }

On this 28th day of DECEMBER, 2008, before me, the undersigned, personally appeared LAWRENCE S. HODIX, to me known to be the PRESIDENT / CEO of J. R. SIMPSON COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year first above written.



  
Notary Public in and for the State of Idaho  
Residing at: BOISE  
Commission expires JUNE 13, 2012

Property Description  
Parcel 3A  
Simplot to Jones

That portion of the West ½ of the Northwest ¼ and the West ½ of the Southwest ¼ of Section 13, Township 7 North, Range 3 West, Boise Meridian, Gem County, Idaho, lying easterly of the centerline and northerly of the south right-of-way line of the Northside Main Canal and being more particularly described as follows:

Beginning at the northeast corner of the West ½ of the Northwest ¼ of Section 13, Township 7 North, Range 3 West, Boise Meridian;

Thence North 89°00'00" West, 193.91 feet, along the north line of said West ½ of the Northwest ¼ to a point on the centerline of the Northside Main Canal, said point being on a non-tangent 600.00 foot radius curve to the left, a radial bearing from said point bears South 51°57'52" East;

Thence southerly along said centerline the following courses and distances:

Southwesterly along the arc of said curve through a central angle of 16°15'40" a distance of 170.29 feet;

Tangent to said curve South 21°46'28" West, 268.56 feet to the beginning of a tangent 800.00 foot radius curve to the left;

Southwesterly along the arc of said curve through a central angle of 23°22'39" a distance of 326.41 feet;

Tangent to said curve South 01°36'11" East, 533.50 feet to the beginning of a tangent 190.00 foot radius curve to the right;

Southwesterly along the arc of said curve through a central angle of 73°15'20" a distance of 242.92 feet;

Tangent to said curve South 71°39'09" West, 48.68 feet to the beginning of a tangent 275.00 foot radius curve to the left;

Southwesterly along the arc of said curve through a central angle of 25°35'59" a distance of 122.87 feet;

Tangent to said curve South 46°03'10" West, 402.15 feet to the beginning of a tangent 550.00 foot radius curve to the left;

Southwesterly along the arc of said curve through a central angle of 39°40'29" a distance of 380.85 feet;

Tangent to said curve South 06°22'41" West, 68.30 feet to the beginning of a tangent 700.00 foot radius curve to the right;

Southwesterly along the arc of said curve through a central angle of 25°03'44" a distance of 306.19 feet;

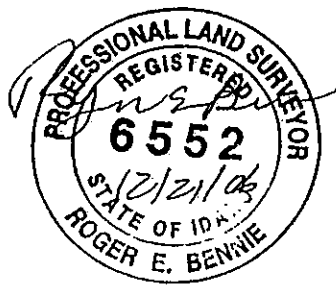
Tangent to said curve South 31°26'25" West, 76.01 feet;

South 36°36'12" West, 65.78 feet to a point on the west line of said West ½ of the West ½;

Property Description  
Parcel 3A continued

Thence leaving said centerline South 00°33'31" West, 20.71 feet, along said west line, to the northwest corner of the West ½ of the Southwest ¼ of said Section 13;  
 Thence South 00°33'25" West, 814.81 feet, along the west line of said West ½ of the Southwest ¼, to a point on the southerly right-of-way line of the Northside Main Canal;  
 Thence southeasterly along said southerly right-of-way line the following courses and distances:  
     South 75°52'02" East, 165.05 feet;  
     South 86°16'00" East, 269.82 feet;  
     South 89°29'09" East, 129.82 feet to the beginning of a tangent 275.00 foot radius curve to the right;  
     Southeasterly along the arc of said curve through a central angle of 20°14'47" a distance of 97.18 feet;  
     Tangent to said curve South 69°14'22" East, 203.12 feet;  
     South 70°22'04" East, 100.94 feet;  
     South 61°13'29" East, 403.07 feet;  
     South 75°33'12" East, 19.60 feet to a point on the east line of said West ½ of the Southwest ¼;  
 Thence North 00°32'59" East, 1173.86 feet, along said east line, to the southeast corner of said West ½ of the Northwest ¼;  
 Thence North 00°32'59" East, 2639.95 feet, along the east line of said West ½ of the Northwest ¼, to the point of **Beginning**.

Said tract of land containing therein a calculated area of 69.622 acres, more or less, includes all water and ditch rights appurtenant to or used in connection with the properties being sold or conveyed hereby and is subject to rights-of-way or easements of record or in use.



# Tri County Surveying, Inc.

Job No. 06-106  
December 1, 2006

## Property Description Parcel 3B

That portion of Section 13, Township 7 North, Range 3 West, Boise Meridian, Gem County, Idaho, lying northerly of the southerly right-of-way line of the Northside Main Canal and being more particularly described as follows:

**Beginning** at the northeast corner of the Northwest ¼ of Section 13, Township 7 North, Range 3 West, Boise Meridian;

Thence North 89°00'00" West, 1314.56 feet, along the north line of said Northwest ¼, to the northwest corner of the East ½ of said Northwest ¼;

Thence South 00°32'59" West, 3813.81 feet, along the west line of said East ½ of the Northwest ¼ and the west line of the Northeast ¼ of the Southwest ¼ of said Section 13, to a point on the southerly right-of-way line of the Northside Main Canal;

Thence southeasterly along said southerly right-of-way line the following courses and distances:

- South 75°33'12" East, 131.19 feet;
- South 79°15'07" East, 311.74 feet to the beginning of a tangent 175.00 foot radius curve to the right;
- Southeasterly along the arc of said curve through a central angle of 34°07'02" a distance of 104.21 feet;
- Tangent to said curve South 45°08'05" East, 24.93 feet to a point on the south line of said Northeast ¼ of the Southwest ¼;

Thence leaving said southerly right-of-way line South 88°58'51" East, 771.85 feet, along said south line, to the southeast corner of said Northeast ¼ of the Southwest ¼;

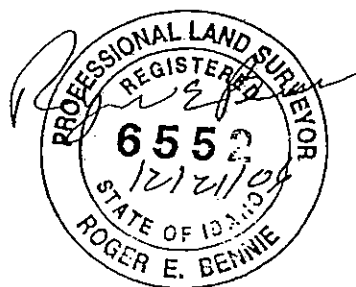
Thence North 00°32'28" East, 2641.12 feet, along the east line of said Northeast ¼ of the Southwest ¼ and the east line of the Southeast ¼ of the Northwest ¼ of said Section 13, to the northeast corner of said Southeast ¼ of the Northwest ¼;

Thence South 89°00'22" East, 1316.18 feet, along the south line of the Northwest ¼ of the Northeast ¼ of said Section 13, to the southeast corner thereof;

Thence North 00°28'25" East, 1319.71 feet to the northeast corner of said Northwest ¼ of the Northeast ¼;

Thence North 89°00'00" West, 1314.62 feet, along the north line of said Northwest ¼ of the Northeast ¼, to the point of **Beginning**.

Said tract of land containing therein a calculated area of 158.284 acres, more or less, includes all water and ditch rights appurtenant to or used in connection with the properties being sold or conveyed hereby and is subject to rights-of-way or easements of record or in use.

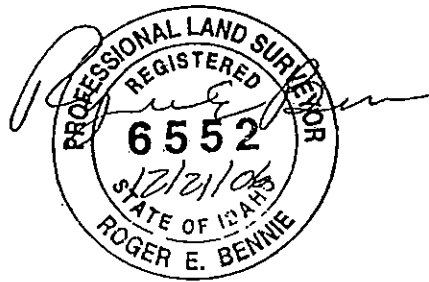


Job No. 06-101  
December 20, 2006Property Description  
Parcel 3D

That portion of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 13, Township 7 North, Range 3 West, Boise Meridian, Gem County, Idaho, lying northerly of the southerly right-of-way of the Northside Main Canal and being more particularly described as follows:

Commencing at the southeast corner of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 13, Township 7 North, Range 3 West, Boise Meridian;  
 Thence North  $00^{\circ}32'28''$  East, 835.48 feet, along the east line of said Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , to a point on the southerly right-of-way line of the Northside Main Canal being the **Point of Beginning**;  
 Thence North  $63^{\circ}33'42''$  West, 252.05 feet, along said southerly right-of-way line;  
 Thence North  $61^{\circ}31'20''$  West, 327.16 feet, along said southerly right-of-way line;  
 Thence North  $51^{\circ}06'45''$  West, 145.59 feet, along said southerly right-of-way line;  
 Thence North  $45^{\circ}08'05''$  West, 198.30 feet, along said southerly right-of-way line, to a point on the north line of said Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ;  
 Thence leaving said southerly right-of-way line South  $88^{\circ}58'51''$  East, 771.85 feet, along said north line, to the northeast corner of said Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ;  
 Thence South  $00^{\circ}32'28''$  West, 485.80 feet, along the east line of said Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , to the **Point of Beginning**.

Said tract of land containing therein a calculated area of 4.953 acres, more or less, includes all water and ditch rights appurtenant to or used in connection with the properties being sold or conveyed hereby and is subject to rights-of-way or easements of record or in use.



**Exhibit B**  
**Grantee's Property**

Parcel 1:

Payette County, State of Idaho

In Section 29: SW 1/4;  
In Section 30: Lot 2, NE 1/2 of Lot 3, SE 1/2 of Lot 4,  
SE 1/4, SE 1/4 NW 1/4, E 1/2 SW 1/4;  
In Section 31: Lots 1, 2 and 3, E 1/2 W 1/2, and W 1/2  
E 1/2, all in Township 8 North, Range 3  
West, Boise Meridian.

All that portion of Lots 2, 3 and 4 and of the E 1/2  
SE 1/4, lying and being North and East of the County Road  
right of way, in Section 36, Township 8 North, Range 4  
West, Boise Meridian, together with any and all water  
rights, privileges and appurtenances.

Parcel 2:

Payette County, State of Idaho

In Twp. 7 N., R. 3 W., B.M., Payette County, Idaho:  
In Sec. 5: All that portion of the SW 1/4 SW 1/4 lying  
North of the County Road; The SE 1/4; NW 1/4 SW 1/4;  
SW 1/4 NE 1/4; S 1/2 NW 1/4; E 1/2 SW 1/4; and Lots 2, 3  
and 4;  
In Sec. 6: All that portion of the NE 1/4 SE 1/4 lying  
North of the County Road;  
In Sec. 8: S 1/2 NE 1/4, NE 1/4 SE 1/4; NW 1/4 NE 1/4;  
NE 1/4 NW 1/4; all that portion of the NW 1/4 NW 1/4,  
SE 1/4 NW 1/4 and Govt. Lot 3 lying North of the County  
Road; and Govt. Lot 2, SAVE AND EXCEPTING the following  
parcel: Beginning at the NW corner of the abutment now  
standing for the Old Falks Store Bridge, which point is  
560 feet, more or less, West of the East side line of said  
Govt. Lot 2; thence following the Southwesterly side of  
the County Road in a Northwesterly direction to the West  
side line of said Govt. Lot 2; thence South following said  
West side line of Govt. Lot 2 to the North bank of the  
Payette River; thence following said North bank of the  
River to the point of beginning.  
In Twp. 8 N., R. 3 W., B.M., Payette County, Idaho:  
In Sec. 32: the SW 1/4 SW 1/4

In Sec. 33: N 1/2 S 1/2; S 1/2 N 1/2; NW 1/4 NE 1/4; and NE 1/4 NW 1/4.

Gem County, State of Idaho

W 1/2, Section 3; W 1/2 SE 1/4, SW 1/4, Section 4; W 1/2 NW 1/4, EXCEPTING THEREFROM the following described tract: A tract, piece, or parcel of land in the SW 1/4 NW 1/4 of Section 9, Township 7 North, Range 3 West, Boise Meridian, more particularly described as follows: Beginning at the SW corner of said tract, piece, or parcel of land, a point from which the West 1/4 section corner of Section 9, T. 7 N., R. 3 W. B.M., bears S 78° 38' West 325.9 feet; thence North 110 feet; thence East 100 feet; thence South 110 feet; thence West 100 feet, to said point of beginning, Section 9, all in Township 7 North, Range 3 West, Boise Meridian.

Parcel 3:

Payette County, State of Idaho

SE 1/4 SE 1/4, Section 31; NW 1/4 NW 1/4, Section 33, all in Township 8 North, Range 3 West, Boise Meridian; Lots 1 and 2, Section 6, Township 7 North, Range 3 West, Boise Meridian; and that portion of the SE 1/4 NE 1/4, Section 6, Township 7 North, Range 3 West, Boise Meridian, lying North and East of the County Road as the same crosses said SE 1/4 NE 1/4, together with any and all water rights, privileges and appurtenances.

Parcel 4:

Payette County, State of Idaho

Lots 3 and 4, E 1/2 SW 1/4, N 1/2 SE 1/4, SW 1/4 NE 1/4, SE 1/4 NW 1/4, in Section 31, Township 8 North, Range 2 West, Boise Meridian; N 1/2 NE 1/4, S 1/2, SW 1/4 NE 1/4, SE 1/4 NE 1/4, S 1/2 NW 1/4, Section 35, Township 8 North, Range 3 West, Boise Meridian, together with any and all water rights, privileges and appurtenances appertaining unto said property, but subject to easements and rights of way of record.

Gem County, State of Idaho

Lot 4, Section 6, Township 7 North, Range 2 West, Boise Meridian; Lots 1, 2, 3 and 4, S 1/2 NE 1/4, S 1/2 NW 1/4, W 1/2 SW 1/4, Section 1; Lots 1, 2, 3 and 4, SE 1/4 NE 1/4, E 1/2 SE 1/4, S 1/2 NW 1/4, W 1/2 SE 1/4, SW 1/4, Section 2; W 1/2 NE 1/4, W 1/2 SE 1/4, NE 1/4 NE 1/4, W 1/2, Section 11; N 1/2 NW 1/4, Section 14; all in Township 7 North, Range 3 West, Boise Meridian, together

with any and all water rights, privileges and appurtenances appertaining unto said property, but subject to easements and rights of way of record.

Parcel 5:

Gem County, State of Idaho

NE 1/4 NW 1/4, N 1/2 NE 1/4, Section 9; N 1/2, N 1/2 S 1/2, SE 1/4 SE 1/4, Section 10; that portion of the SW 1/4 SE 1/4, and of the SE 1/4 SW 1/4, Section 10, lying above or North of the Emmett Irrigation District Canal; and that portion of N 1/2, Section 15, that lies above or North of the Emmett Irrigation District Canal, containing 75.5 acres, more or less, all in Township 7 North, Range 3 West, Boise Meridian, together with any and all water rights, privileges and appurtenances appertaining unto said property, but subject to easements and rights of way of record.

Parcel 6:

Gem County, State of Idaho

Lots 1 and 2, S 1/2 NE 1/4, SE 1/4, Section 3, Township 7 North, Range 3 West, Boise Meridian, together with any and all water rights, privileges and appurtenances appertaining unto said property.

Parcel 7:

Payette County, State of Idaho

W1/2 Section 34, Township 8 North, Range 3 West, Boise Meridian, together with any and all water rights, privileges and appurtenances appertaining unto said property.

Parcel 8:

Payette County, State of Idaho

Section 29; Lot 2, SE 1/4 NE 1/4, SE 1/4 NW 1/4, NE 1/4 SW 1/4, SE 1/4, Section 30; N 1/2 NE 1/4, SE 1/4 NE 1/4, NE 1/4 NW 1/4, Section 31; NW 1/4, NW 1/4 NE 1/4, Section 32, all in Township 8 North, Range 2 West, Boise Meridian, together with any and all water rights, privileges and appurtenances.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said

Parcel 9:

Gem County, State of Idaho

A tract of land in Township 7 North, Range 2 West, B.M., Gem County, Idaho

Section 5: SW4SW4;

Section 7: NE4NW4, NE4 and

From the Northeast corner of the W2 of the SE4 of Section 7, T7N, R2W, B.M., run West on the ¼ line 146 feet, to the POB; run thence West on the ¼ line 1173 feet, to the Northwest corner of the said W2SE4; thence South on the ¼ line 2340 feet, to a point 257 feet North of the South line of said section; thence North 32 30' East 1370 feet; thence North 22 00' East 1278 feet, to the said POB.

Also

Lots 2, 3 and 4; and

The SE4NW4; and

The E2SW4, excepting therefrom the following described portion thereof;

From the S4 corner of said Section 7, T7N, R2W, B.M. run thence;

West on the South line of said section, 171 feet; thence;

North 32 30' East to a point on the East line of said E2SW4, 257 feet North of the POB; thence South on said East line 257 feet, to said POB.

Section 8: W2NW4; SE4NW4, NE4, SE4, E2SW4.

Parcel 10:

A tract of land in Township 7 North, Range 3 West, B.M., Gem County, Idaho

Section 12: SE4NE4, and the E2SE4.

Section 13: the North 300 feet of the NE4NE4 and

Section 13: the SE4NW4 and that part of the W2NW4 except that part lying west of the West right-of-way line of the Emmett Irrigation District canal.

Section 13: The NW4NE4 and NE4NW4 and NW4SW4 and NE4SW4 lying northeasterly of the Black Canyon canal.

Parcel 11:

A tract of land in Township 8 North, Range 3 West, Boise Meridian, Payette County, Idaho

Section 34: E2.

## Tri County Surveying, Inc.

Job No. 06-  
December 1, 2Easement Description  
over Parcel 3B

An easement under, over and across a portion of Section 13, Township 7 North, Range 3 West, Boise Meridian, Gem County, Idaho, lying northerly of the Northside Main Canal, and being described as follows:

Commencing at the southeast corner of the Southwest  $\frac{1}{4}$  of Section 13, Township 7 North, Range 3 West, Boise Meridian;  
 Thence North  $00^{\circ}32'28''$  East, 871.96 feet, along the east line of said Southwest  $\frac{1}{4}$ , to the centerline of the Northside Main Canal;  
 Thence North  $64^{\circ}24'32''$  West, 82.72 feet, along said centerline;  
 Thence North  $63^{\circ}01'43''$  West, 203.74 feet, along said centerline;  
 Thence North  $60^{\circ}42'34''$  West, 245.31 feet, along said centerline, to the beginning of a tangent 700.00 foot radius curve to the right;  
 Thence northwesterly along the arc of said curve and said centerline through a central angle of  $01^{\circ}32'16''$  a distance of 18.79 feet to the **Point of Beginning**;  
 Thence northeasterly along the centerline of said easement the following courses and distances:  
 North  $25^{\circ}50'06''$  East, 35.35 feet to the beginning of a tangent 25.00 foot radius curve to the left;  
 northwesterly along the arc of said curve through a central angle of  $84^{\circ}38'20''$  a distance of 36.93 feet;  
 Tangent to said curve North  $58^{\circ}48'14''$  West, 38.88 feet to the beginning of a tangent 730.00 foot radius curve to the right;  
 Northwesterly along the arc of said curve through a central angle of  $10^{\circ}45'57''$  a distance of 137.17 feet;  
 Tangent to said curve North  $48^{\circ}02'17''$  West, 149.06 feet to the beginning of a tangent 250.00 foot radius curve to the left;  
 Northwesterly along the arc of said curve through a central angle of  $25^{\circ}22'17''$  a distance of 110.70 feet;  
 Tangent to said curve North  $73^{\circ}24'34''$  West, 44.01 feet;  
 North  $71^{\circ}27'25''$  West, 60.84 feet to the beginning of a tangent 130.00 foot radius curve to the right;  
 Northwesterly along the arc of said curve through a central angle of  $78^{\circ}20'01''$  a distance of 177.73 feet to the beginning of a tangent reversing 50.00 foot radius curve to the left;  
 Northwesterly along the arc of said curve through a central angle of  $77^{\circ}26'43''$  a distance of 67.58 feet to the beginning of a tangent reversing 50.00 foot radius curve to the right;  
 Northwesterly along the arc of said curve through a central angle of  $90^{\circ}45'18''$  a distance of 79.20 feet;

Easement Description  
over Parcel 3B

Tangent to said curve North 20°11'10" East, 29.51 feet to the beginning of a tangent 500.00 foot radius curve to the left;  
Northeasterly along the arc of said curve through a central angle of 12°55'25" a distance of 112.78 feet;  
Tangent to said curve North 07°15'45" East, 229.47 feet;  
North 10°36'31" East, 182.50 feet; North 13°22'27" East, 132.05 feet;  
North 07°25'17" East, 103.79 feet to the beginning of a tangent 100.00 foot radius curve to the right;  
Northeasterly along the arc of said curve through a central angle of 39°58'32" a distance of 69.77 feet;  
Tangent to said curve North 47°23'49" East, 258.13 feet;  
North 35°19'13" East, 239.52 feet to the beginning of a tangent 200.00 foot radius curve to the left;  
Northeasterly along the arc of said curve through a central angle of 39°43'29" a distance of 138.67 feet;  
Tangent to said curve North 04°24'16" West, 113.77 feet to the beginning of a tangent 100.00 foot radius curve to the left;  
Northwesterly along the arc of said curve through a central angle of 29°05'46" a distance of 50.78 feet;  
Tangent to said curve North 33°30'02" West, 27.13 feet to the beginning of a tangent 40.00 foot radius curve to the right;  
Northeasterly along the arc of said curve through a central angle of 116°51'22" a distance of 81.58 feet;  
Tangent to said curve North 83°21'20" East, 42.35 feet to the beginning of a tangent 400.00 foot radius curve to the left;  
Northeasterly along the arc of said curve through a central angle of 20°24'34" a distance of 142.48 feet;  
Tangent to said curve North 62°56'46" East, 117.88 feet;  
North 58°47'59" East, 72.78 feet to the beginning of a tangent 300.00 foot radius curve to the right;  
Northeasterly along the arc of said curve through a central angle of 11°12'26" a distance of 58.68 feet;  
Tangent to said curve North 70°00'25" East, 35.42 feet to the beginning of a tangent 25.00 foot radius curve to the left;  
Northwesterly along the arc of said curve through a central angle of 167°47'38" a distance of 73.21 feet;

Tri County Surveying, Inc.

INSTRU. NO. 263837  
PAGES 19 OF 23

Job No. 06  
December 1, :

Easement Description  
over Parcel 3B

Tangent to said curve South 82°12'47" West, 80.64 feet;  
North 87°50'01" West, 77.84 feet; North 82°19'30" West, 97.39 feet to the beginning of a  
tangent 115.00 foot radius curve to the right;  
Northwesterly along the arc of said curve through a central angle of 119°03'33" a distance of  
238.97 feet;  
Tangent to said curve North 36°44'03" East, 29.99 feet to the beginning of a tangent 175.00  
foot radius curve to the right;  
Northeasterly along the arc of said curve through a central angle of 35°17'23" a distance of  
107.79 feet;  
Tangent to said curve North 72°01'26" East, 44.41 feet;  
North 82°55'10" East, 94.99 feet to the beginning of a tangent 300.00 foot radius curve to the  
left;  
Northeasterly along the arc of said curve through a central angle of 19°21'35" a distance of  
101.37 feet;  
Tangent to said curve North 63°33'34" East, 143.29 feet;  
North 70°44'05" East, 29.95 feet to a point on the east line of the Southeast ¼ of the Northwest  
¼ of said Section 13 and the terminus of this portion of the easement;

Also an easement under, over and across a portion of the Northwest ¼ of the Northeast ¼ of  
Section 13, Township 7 North, Range 3 West, Boise Meridian, Gem County, Idaho described as  
follows:

Commencing at the southwest corner of the Northwest ¼ of the Northeast ¼ of Section 13,  
Township 7 North, Range 3 West, Boise Meridian;  
Thence South 89°00'22" East, 48.44 feet, along the south line of said Northwest ¼ of the Northeast  
¼, to the **Point of Beginning**;  
Thence northeasterly along the centerline of said easement the following courses and distances:  
North 70°44'05" East, 56.66 feet; North 66°11'15" East, 102.60 feet;  
North 69°37'49" East, 157.84 feet; North 66°46'20" East, 130.18 feet;  
North 63°47'04" East, 129.68 feet; North 59°18'22" East, 323.07 feet to the beginning of  
a tangent 300.00 foot radius curve to the left;  
Northeasterly along the arc of said curve through a central angle of 20°54'09" a distance of  
109.45 feet;  
Tangent to said curve North 38°24'12" East, 151.07 feet;  
North 33°51'43" East, 271.26 feet to the beginning of a tangent 300.00 foot radius curve to the  
left;  
Northeasterly along the arc of said curve through a central angle of 14°15'40" a distance of  
74.67 feet;

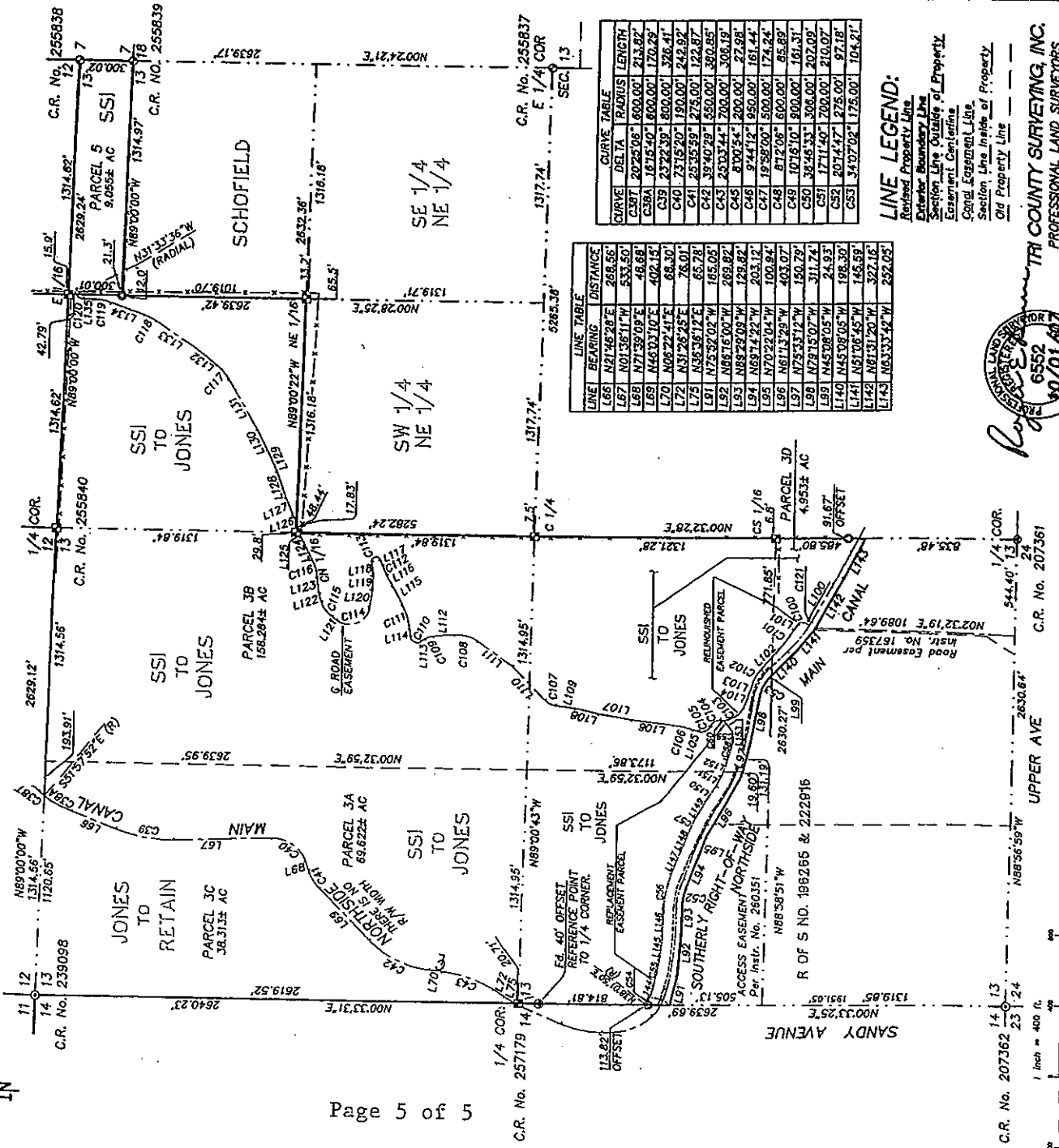
Easement Description  
over Parcel 38

Tangent to said curve North 19°36'03" East, 200.68 feet to the beginning of a tangent 300.0 foot radius curve to the left;  
Northerly along the arc of said curve through a central angle of 19°36'03" a distance of 102.1 feet;  
Tangent to said curve North 00°00'00" East, 52.22 feet to the beginning of a tangent 50.00 foot radius curve to the right;  
Northeasterly along the arc of said curve through a central angle of 58°26'25" a distance of 51.00 feet to a point on the east line of said Northwest ¼ of the Northeast ¼ being the terminus of this easement.

# EASEMENT MAP

OF PORTIONS OF SECTION 13,  
TOWNSHIP 7 NORTH, RANGE 3 WEST, BOISE MERIDIAN  
GEM COUNTY, IDAHO,  
2007

SEE SHEET 2



**BASIS OF BEARINGS:**  
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MADE3 IDAHO COORDINATE SYSTEM, WEST ZONE, PER C.P.S. OBSERVATIONS TO CONTROL STATION "LETHA". THE RESULTING GRID BEARING ON THE NORTH LINE OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 3 WEST, BOISE MERIDIAN IS N89°00'00"W.

**LEGEND:**

- ⊙ FOUND G.L.O BRASS CAP MONUMENT
- ⊙ SET 5/8" IRON PIN W/ALUMINUM CAP STAMPED PLS 6552
- ⊙ FOUND 5/8" IRON PIN
- ⊙ FOUND BRASS CAP
- ⊙ SET 5/8" IRON PIN W/PLASTIC CAP PLS 6552
- SET 1/2" IRON PIN W/PLASTIC CAP PLS 6552
- FENCE LINE
- (R) RADIAL

**ROAD EASEMENT CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH
C100	84.3820°	25.00'	36.93'
C101	104.5157°	230.00'	174.17'
C102	232.217°	250.00'	110.70'
C103	78.2001°	130.00'	177.73'
C104	77.7843°	50.00'	67.58'
C105	90.4518°	500.00'	79.20'
C106	12.5525°	500.00'	112.78'
C107	39.5833°	100.00'	59.77'
C108	19.4532°	200.00'	138.67'
C109	29.0548°	200.00'	50.78'
C110	116.512°	400.00'	81.58'
C111	202.425°	400.00'	142.48'
C112	117.227°	300.00'	58.88'
C113	167.4738°	25.00'	37.21'
C114	119.0333°	115.00'	238.97'
C115	35.1723°	115.00'	107.79'
C116	19.2135°	300.00'	101.37'
C117	20.5420°	300.00'	109.45'
C118	14.1544°	300.00'	124.67'
C119	19.3603°	300.00'	102.63'
C120	59.2825°	50.00'	51.00'
C121	01.5215°	700.00'	18.79'

**NOTE:**  
THE COUNTY SURVEYING, INC. ASSUMES NO LIABILITY FOR PRESENT OR FUTURE COMPLIANCE OR NONCOMPLIANCE WITH COUNTY PLANNING AND ZONING ORDINANCE RESTRICTIONS AS THEY PERTAIN TO BUILDING PERMITS AND THE ISSUANCE THEREOF.

**SURVEY FOR:**  
TERRY JONES  
5888 SANDY LANE  
EMMETT, ID 83617  
PHONE: (208) 365-3707

**REPLACEMENT EASEMENT CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH
C54	2731.73°	110.00'	50.36'
C55	9°44'12"	850.00'	148.64'
C56	123.510°	870.00'	198.64'
C57	812.06°	870.00'	198.64'
C58	74.762°	830.00'	174.61'
C59	50.592°	85.00'	75.62'
C60	121.351°	50.00'	108.10'

**ROAD EASEMENT LINE TABLE**

LINE	BEARING	DISTANCE
L100	N25°50'08"E	35.35'
L101	N58°49'14"W	38.88'
L102	N48°02'17"W	149.06'
L103	N73°24'34"W	44.01'
L104	N72°27'43"W	80.84'
L105	N02°11'10"E	29.51'
L106	N02°15'45"E	229.47'
L107	N10°36'31"E	182.50'
L108	N13°22'27"E	132.05'
L109	N02°26'17"E	103.79'
L110	N42°31'49"E	258.13'
L111	N35°19'13"E	239.50'
L112	N05°44'16"W	175.77'
L113	N35°30'02"W	27.13'
L114	N83°21'20"E	42.85'
L115	N83°55'45"E	117.88'
L116	N58°47'59"E	72.78'
L117	N70°00'25"E	35.48'
L118	N82°12'47"E	80.64'
L119	N87°50'01"W	67.84'
L120	N82°19'30"W	87.30'
L121	N35°44'03"E	29.99'
L122	N72°01'26"E	44.41'
L123	N82°55'10"E	84.89'
L124	N63°33'54"E	29.95'
L125	N70°44'05"E	29.95'
L126	N70°44'05"E	56.66'
L127	N66°11'15"E	102.60'
L128	N69°37'49"E	152.84'
L129	N65°46'20"E	130.18'
L130	N63°47'20"E	128.68'
L131	N59°18'22"E	323.07'
L132	N59°24'12"E	191.07'
L133	N33°51'43"E	271.26'
L134	N19°35'03"E	200.66'
L135	N00°20'00"E	52.22'

**REPLACEMENT EASEMENT LINE TABLE**

LINE	BEARING	DISTANCE
L144	N74°09'49"W	62.42'
L145	N63°34'00"W	138.20'
L146	N69°49'28"W	159.05'
L147	N68°51'28"W	154.39'
L148	N60°32'49"W	100.71'
L149	N67°49'56"W	108.07'
L150	N67°50'55"W	103.47'
L151	N60°50'15"W	58.75'
L152	N70°14'53"W	101.17'
L153	N61°01'04"E	95.68'

**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH
C301	202.208°	600.00'	213.82'
C302	16.1545°	600.00'	170.79'
C39	232.23°	800.00'	326.41'
C40	23.5559°	275.00'	242.87'
C41	39.4029°	550.00'	300.85'
C43	25.0334°	700.00'	308.19'
C45	8.1003°	200.00'	27.98'
C46	9.4412°	950.00'	161.44'
C47	19.5820°	500.00'	174.24'
C48	87.2708°	600.00'	85.89'
C49	107.610°	600.00'	181.31'
C50	38.4833°	306.00'	202.09'
C51	17.1144°	700.00'	210.07'
C52	207.442°	1275.00'	87.18'
C53	45.0708°	1125.00'	104.21'

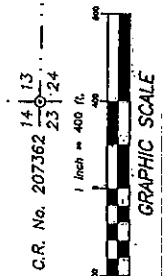
**LINE TABLE**

LINE	BEARING	DISTANCE
L66	N21°48'28"E	268.56'
L67	N01°38'11"W	533.50'
L68	N71°39'09"E	48.68'
L69	N48°33'10"E	402.15'
L70	N08°22'41"E	68.30'
L75	N38°26'45"E	76.01'
L76	N73°36'12"E	65.78'
L81	N73°36'02"W	195.05'
L82	N06°15'00"W	289.82'
L83	N88°74'22"W	203.12'
L84	N88°74'22"W	129.62'
L85	N70°22'04"W	100.84'
L86	N61°31'29"W	403.07'
L87	N75°33'12"W	311.74'
L88	N78°13'07"W	311.74'
L89	N45°08'05"W	24.93'
L90	N45°08'05"W	198.30'
L91	N81°08'45"W	145.59'
L92	N81°31'20"W	322.16'
L93	N61°33'42"W	282.05'

**LINE LEGEND:**

- Retained Property Line
- Exterior Boundary Line
- Section Line Outside of Property
- Easement Containing
- Canal Easement Line
- Section Line Inside of Property
- Old Property Line

**TRI COUNTY SURVEYING, INC.**  
PROFESSIONAL LAND SURVEYORS  
510 So. Washington Ave., P.O. Box 974  
Emmett, Idaho 83617-0974  
Phone: (208) 365-3707



Replacement Easement Parcel

An ingress and egress easement under, over and across a strip of land lying 45.00 feet east side of the following described centerline in Section 13, Township 7 North, Range 3 West, Boise Meridian, Gem County, Idaho:

Commencing at the southwest corner of the Southwest 1/4 of said Section 13, Township 7 North, Range 3 West, Boise Meridian;

Thence North 00°33'25" East, 1951.05 feet, along the west line of said Southwest 1/4, to the Point Beginning, said point being on the arc of a non-tangent 130.00 foot radius curve to the left, a radi bearing from said point bears North 38°01'50" East;

Thence southeasterly parallel to the northerly bank of the Northside Main Canal the following cour and distances:

Southeasterly along the arc of said 130.00 foot radius curve through a central angle of 22°11'39" a distance of 50.36 feet;

Tangent to said curve South 74°09'49" East, 62.42 feet to the beginning of a tangent 880.00 foot radius curve to the left through a central angle of 9°44'12" a distance of 149.54 feet;

Tangent to said curve South 83°54'00" East, 139.20 feet;  
South 88°49'28" East, 152.05 feet to the beginning of a tangent 570.00 foot radius curve to right;

Southeasterly along the arc of said curve through a central angle of 19°58'00" a distance of 198.64 feet;

Tangent to said curve South 68°51'28" East, 143.39 feet;  
South 69°04'55" East, 100.71 feet to the beginning of a tangent 670.00 foot radius curve to right;

Southeasterly along the arc of said curve 8°12'06" a distance of 95.91 feet;

Tangent to said curve South 60°52'49" East, 105.07 feet;

South 57°49'56" East, 103.47 feet;

South 60°50'15" East, 58.75 feet;

South 70°14'35" East, 101.17 feet to the beginning of a tangent 830.00 foot radius curve to left;

Southeasterly along the arc of said curve through a central angle of 7°46'26" a distance of 112.61 feet to the beginning of a tangent compound 85.00 foot radius curve to the left;

Thence leaving said parallel line to the north bank of said Northside Main Canal the following cours and distances:

Northeasterly along the arc of said 85.00 foot radius curve through a central angle of 50°58'2 a distance of 75.62 feet;

Tangent to said curve North 51°01'04" East, 35.88 feet to the beginning of a tangent 50.00 foot radius curve to the left;

Northwesterly along the arc of said curve through a central angle of 121°35'12" a distance of 106.10 feet to the terminus of this replacement easement parcel description as it joins the ex road easement.

