

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)
35-2761	WR- Decead				
35-7455	WR Decead				

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

3. Name and Address of Former Owner/Claimant(s) JOANNE MARTIN/ ROBERT L MARTIN
4931 N 125 W
IDAHO FALLS ID 83402

4. New Owner/Claimant(s) KINGSTON PROPERTIES L.P.
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address 477 Shoup Ave Suite
 City, State and ZIP Code IDAHO FALLS ID 83402
 New Telephone Number 908 522-2365 Email: Kari@Kingstoncorp.com

SUPPORT DATA

RECEIVED

IN FILE # 35-2761

APR 11 2008

5. Date you acquired the property

April 7th 2008

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)

DK ENTERPRISES INC ITS: GENERAL PARTNER
David O Hugston ITS: PRESIDENT
 (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 WM

Date

4/11/2008Receipt Amt. \$0.00

Received by _____

Date _____

Receipt No. E033951

Processed by _____ AJ

Date _____

WR _____ Date _____

Real Estate Purchase and Sale Agreement

1. Effective Date

The Effective Date of this Real Estate Purchase and Sale Agreement (Agreement) is March 21, 2008.

2. Parties

Seller: Robert and Kathy Martin, a married couple dealing with their community property; and

Buyer: Kingston Properties L.P., an Idaho limited partnership.

Seller and Buyer may sometimes be referred to collectively as the "parties" or singularly as the "party".

3. Sale and Purchase of Real Property

Seller is the owner of bare land (farm ground) located in Bonneville County, Idaho. Buyer desires to purchase the bare land from Seller and Seller desires to sell the bare land Buyer.

4. Agreement

In consideration of the mutual promises, covenants, representations and warranties set forth in this Agreement, the Buyer and Seller agree as follows:

5. Description of the Real Property

The Real Property that is the subject of this sale is bare farm ground consisting of approximately 400 acres located in Bonneville County as legally described on **Exhibit A**, attached to this Agreement and incorporated by reference (hereinafter referred to as the "Real Property") including Water Right No. 35-2761 and Water Right No. 35-7455.

6. Purchase Price; Payment

The total purchase price for the Real Property shall be One Million Dollars and 00 Cents (\$1,000,000.00) (Purchase Price) payable as follows:

\$1,000,000.00, in cash at Closing.

7. Condition Precedents

Buyer's obligation to purchase the Real Property and otherwise perform under this Agreement are contingent upon satisfaction of the conditions precedent set forth below in this Section 7, which constitutes covenants of Seller as well as condition precedents to Buyer's obligations to perform.

7.1. Title commitment

Promptly following the Effective Date, Escrow Agent (as defined below in Section 8.1) shall issue and deliver to Buyer and Seller a commitment for title insurance with respect to the Real Property disclosing all matters of record and other matters of which Escrow Agent has knowledge which relate to the title to the Real Property, detailing Escrow Agent's requirements for the Closing, committing

to issue to Buyer an ALTA Standard Coverage Owner's Policy of Title Insurance with respect to the Real Property, and providing legible copies of all instruments referred to in the report (collectively, the "Commitment"). Buyer has until 5 days after receipt of the Commitment to review and to object in writing to any easements, liens, encumbrances or other exception or requirements in the Commitment (the "Title Objections"). If Buyer does not approve the Commitment or object within the time specified, then the condition of title to the Real Property reflected on the Commitment will be deemed approved. If the Title Objections are made within the time specified, Seller, at its sole discretion, may attempt to eliminate the matters covered by the Title Objections within 10 days of Buyer's written notice of the Title Objections upon terms acceptable to Buyer. Seller shall so notify Buyer in writing, and Buyer shall within 3 days of Seller's written notice either waive the Title Objections that Seller was unable or unwilling to eliminate, if any, or terminate this Agreement in writing.

7.2. Amendments to title commitment

If the Commitment is amended by Escrow Agent, Escrow Agent shall immediately deliver to Buyer and Seller the amendment and provide legible copies of all additional instruments referred to in the amendment and provide legible copies of all additional instruments referred to in the amendment (collectively, the "Amendment"). Buyer has 5 days from the date of Buyer's receipt of the Amendment or through the Closing Date, whichever occurs earlier, to review and to object in writing to any easement, liens, encumbrances, or other exceptions or requirements in the Amendment which were not disclosed by the Commitment or a previous Amendment (Additional Title Objections). If Buyer does not approve the Amendment or object within the time specified, then the condition of title to the Real Property reflected on that Amendment will be deemed approved. If the Additional Title Objections are made within the time specified, Seller may attempt to eliminate the matters covered by the Additional Title Objection within 10 days of Buyer's written notice of Additional Title Objections upon terms acceptable to Buyer. Seller shall so notify Buyer in writing, and Buyer shall within 3 days of Seller's written notice either waive the Additional Title Objections that the Seller was unable or unwilling to eliminate, if any, or terminate this Agreement in writing.

7.3. Title insurance policy

At Closing, Escrow Agent shall commit to issue to and in favor of Buyer an ALTA Standard Owner's Policy of Title Insurance (including any endorsements Buyer may require) with respect to the Real Property in the amount of the Purchase Price, insuring fee simple title to the Real Property in Buyer effective on the Closing Date, subject on to the matters affecting title to the Real Property approved in writing or waived by Buyer in accordance with this Agreement (Permitted Exceptions) (collectively referred to as the "Title Policy").

7.4. Feasibility review

Buyer has 15 days after the Effective Date (the "Feasibility Review Period") to, at Buyer's sole cost and expense, inspect the Real Property and to conduct, review and approve any environmental investigation, test, analyses or studies deemed necessary by Buyer to determine the condition and feasibility of the Real Property for Buyer's purposes (the "Feasibility Review"). Seller shall provide to Buyer, within 3 days after the Effective Date, access to all information concerning the Real Property, including but not limited to all prior surveys, plans and specifications, environmental analyses, appraisals, and engineering documents, if any, which are in Seller's possession or control.

7.5. Right of entry

Seller hereby grants to Buyer and Buyer's agents, employees and contractors an exclusive right and license to enter upon the Real Property to conduct the Feasibility Review and to physically inspect the Real Property prior to the Closing Date. In the event Buyer does not close on the purchase of the Real Property, Buyer shall restore the Real Property to its condition existing immediately prior to the Feasibility Review. Buyer shall indemnify and hold Seller harmless from any loss incurred by Seller directly resulting from damage to the Real Property caused by the Feasibility Review. If for any reason Buyer determines that the Real Property is not in the suitable condition or is not otherwise feasible for Buyer's purposes, Buyer may with written notice terminate this Agreement within the Feasibility Review Period. If Buyer does not either approve or disapprove the Feasibility Review within the time specified, then the Feasibility Review will be deemed approved and Buyer waives any right to terminate this contract based on the condition of the property.

8. Closing

8.1. Time and place

Closing will take place in the offices of Idaho Title & Trust, Inc. located at 400 Memorial Drive, Idaho Falls, Idaho (Escrow Agent) on or before April 15, 2008 (Closing Date). Buyer shall give Seller written notice of actual closing date if prior to April 15th; provided, that such actual date shall not be less than 3 days from the date of the written notice. Closing or Closing Date means the date on which the Deed is recorded and proceeds of sale are available for disbursement to Seller.

8.2. Closing documents

At Closing, Seller shall deliver to Escrow Agent:

A Warranty Deed in the form of **Exhibit B**, attached to this Agreement and incorporated by reference, conveying the Real Property to Buyer conveying good and marketable title to the Real Property to Buyer, free and clear of all liens, claims and encumbrances, except real property taxes not yet due and the Permitted Exceptions, if any. Seller will discharge any monetary liens,

claims or encumbrances affecting the Real Property at Closing;

A lien affidavit in a form satisfactory to the Escrow Agent affirming that there has been no labor performed, services rendered or materials furnished that would give rise to a claim or right to claim for materialmen's liens against the Real Property;

Any other funds, instruments or documents that may be reasonably requested by Buyer or Escrow Agent, necessary to carry out the purposes of this Agreement.

As Closing, Buyer shall deliver to the Escrow Agent:

The Purchase Price required by Section 6;

Any other funds, instruments or documents that may be reasonably requested by Seller or Escrow Agent, necessary to carry out the purposes of this Agreement.

8.3. Closing costs

Seller shall pay the standard policy premium for the title policy and the cost for any title policy endorsement required by Buyer. Buyer will pay any extended policy premium for the title policy. Escrow fee and all other title charges will be split equally between Buyer and Seller. Real property taxes and assessments and other items customarily prorated in Bonneville County, Idaho will be prorated as of the Closing based on the latest available figures. Any items that have been prorated based on the latest available figures shall be reconciled as of the Closing and within 10 days after the actual figures are available to Seller and Buyer, with an appropriate adjustment to be made between Seller and Buyer. Each party must bear its own costs in connection with its negotiation and due diligence investigation of the Transaction.

8.4. Possession

Buyer will be entitled to possession of the Real Property on the Closing Date.

9. Seller's Representations and Warranties

Seller represents and warrants to Buyer that now and as of Closing:

9.1. Title

Seller is the owner of fee simple title to the Real Property. There are no unrecorded agreements, leases, liens or encumbrances which may affect title to the Real Property subject only to the Permitted Exceptions. Seller has title to the Real Property free and clear of all liens, mortgages, easements, encumbrances and other matters affecting title to or use of the Real Property.

9.2. Authority; binding obligation

Seller, and the person(s) signing on behalf of Seller, has full power and authority to execute this Agreement and

perform Seller's obligations. Seller is not a "foreign person" as defined by the Internal Revenue Code.

9.3. Leases, other agreements

There are no leases, tenancies, licenses, occupancy agreements or other similar rights of possession affecting the Real Property, written or oral, unless specifically approved by Buyer.

9.4. Proceedings

To Seller's knowledge, there is no pending or threatened lawsuit, investigation, inquiry, action, eminent domain, condemnation or similar proceeding affecting any part of the Real Property or the right to use and occupy any part of the Real Property.

9.5. No default

Seller is not in default under the terms of any written agreement by Seller pertaining to the Real Property, nor does Seller have knowledge that any event has occurred that may constitute a default by Seller under any agreement.

9.6. Compliance

Seller has not received written notice and has no knowledge from any governmental authority that the Real Property is not in compliance with applicable laws, codes, regulations or ordinances.

To Seller's knowledge the property is compatible with applicable land use plans.

9.7. No hazardous substances

Neither Seller nor, to the Seller's knowledge, any previous owner of the Real Property or any other person or entity has ever used, generated, processed, stored, disposed of, released, or discharged any Hazardous Substance on, under or about the Real Property or transported it to or from the Real Property, nor to the Seller's knowledge, has any party ever alleged that any such activities have occurred. Seller has not received notification of any kind from any agency suggesting that the Real Property is in violation of any applicable environmental law. For purposes of this Agreement, "Hazardous Substance" means any substance, material or waste which is (a) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of federal or state law (Environmental Law¹); (b) petroleum;

(c) asbestos; (d) polychlorinated biphenyls; (e) radioactive materials; (f) designated as a "hazardous substance" pursuant to the Clean Water Act; (g) defined as a "hazardous substance" pursuant to Resource Conservation Recovery Act; (h) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act; or (i) determined by federal, state or local governmental authority to be capable of posing a risk of injury to health, safety or property, including underground storage tanks.

9.8. Water rights

Seller shall have the right to continue efforts to obtain water rights as originally used on a portion of the real property (80 acres) and identified as Water Right No. 35-7167. In the event, Seller is able to obtain sufficient water rights for use on the 80 acres in the sole satisfaction of the Buyer, Buyer agrees to exchange similar water rights from Water Right No. 35-7455 only for those acquired rights.

9.9. Operation of real property during agreement period

Seller will continue to operate the Real Property and any business conducted on the Real Property in the manner operated prior to this Agreement and will take no action that would adversely impact the Real Property, tenants, lenders or business. Any changes, such as renting vacant space, that materially affect the Real Property or Buyer's intended use of the Real Property will be permitted only with Buyer's prior written consent.

9.10. Survival

The representation and warranties in this Section 9 must be true, correct and complete on the Effective Date and as of the Closing Date. All representations and warranties by Seller set forth in this Agreement will survive the consummation of this Agreement and the delivery and recordation of the Warranty Deed.

10. Risk of loss

The risk of loss will be upon Seller until Closing. In the event of any material loss or damage to or condemnation of the Real Property prior to Closing, Buyer may terminate this Agreement. In the alternative Buyer may attempt to negotiate an appropriate downward adjustment to the Purchase Price. If Seller and Buyer cannot agree upon a downward adjustment prior to the Closing Date, Buyer may terminate this Agreement. If Buyer waives any loss

¹ The term "Environmental Law(s)" shall include, without limitation, any and all present and future local, State, and Federal laws, rules, regulations, and ordinances, common law duties, and Legal Requirements (as defined herein) that now or hereafter regulate or pertain to Hazardous Substances, or any spill, disposal, or management thereof, or pertaining to human health, natural resources or the environment, including but not limited to any act listed in this section, and the Emergency Planning and

Community-Right-to-Know Act (42 U.S.C. §11001 et seq.), the Endangered Species Act (16 U.S.C. §1531 et seq.), the Occupational Safety and Health Act (29 U.S.C. §651 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), and laws relating to Lead Based Paint, and includes the regulations promulgated pursuant to said laws, all as amended from time to time, relating to or affecting the Real Property, whether or not caused by or within the control of Seller.

or damage to or condemnation of the Real Property and proceeds to consummate the Transaction, Seller shall, at Closing and as a condition precedent to Closing, pay the Buyer the amount of any insurance or condemnation proceeds attributable to the Real Property which have been received by Seller and assign to Buyer as of Closing all right or claims to proceed payable thereafter. Seller shall, at Seller's sole cost, take reasonable steps to protect the Real Property from damage and deterioration prior to Closing. Seller is not responsible for any loss or damage to the Real Property on or after Closing.

11. Cooperation with 1031 Exchange

Buyer and Seller may elect to effect an exchange which shall qualify for tax deferral under Internal Revenue Code Section 1031 and, in such event, both Buyer and Seller agree to reasonably cooperate with facilitating such exchanges, provided that such exchanges shall not delay the Closing and that no additional costs shall be unreasonably incurred by either party toward the other in effecting such exchange. Neither party is required to acquire any real property other than the Real Property that is the subject of this Agreement. In the event either Buyer or Seller is unable to effect a 1031 tax deferred exchange, neither party shall be excused from consummating this Transaction.

12. Assignment

Buyer may assign its rights under this Agreement to any person or entity affiliated with Buyer, wholly owned by Buyer or an entity in which Buyer is a majority owner, at any time prior to closing without Seller's consent.

13. Default and Remedies

Seller is in default of this Agreement if Seller fails to timely perform any of its obligations under this Agreement or if any of Seller's representations or warranties in this Agreement is untrue, incorrect or incomplete at any time and Seller fails to correct the failure within 10 days after receiving written notice.

Buyer is in default of this Agreement if Buyer fails to perform any of Buyer's obligations under this Agreement and Buyer fails to correct the failure within 10 days after receiving written notice.

In the event of default of this Agreement by either party, the non-defaulting party may exercise any remedy expressly provided for, in addition to any remedy available at law and in equity, including, without limitation, specific performance, the recovery of all costs, expenses and attorneys' fees incurred as a result of such breach.

14. Indemnification

Seller shall indemnify, defend and hold Buyer, his heirs or assigns, harmless from all claims arising from or out of the (a) the business of Seller of the management, use, occupancy or renting of the Real Property prior to the Closing; (b) any liabilities or obligations of Seller not expressly assumed by Buyer under this Agreement; and/or (c) any inaccuracy in any representation or

warranty of Seller under this Agreement or any document delivered by Seller pursuant to this Agreement.

Buyer shall indemnify, defend and hold Seller, his successors or assigns, harmless from all claims arising from or out of the (a) the business of Buyer of the management, use, occupancy or renting of the Real Property on or after the Closing; (b) any liabilities or obligations of Buyer not expressly assumed by Seller under this Agreement; and/or (c) any inaccuracy in any representation or warranty of Buyer under this Agreement or any document delivered by Buyer pursuant to this Agreement.

"Claims" shall include all claims, liabilities, losses, damages, costs (including reasonable attorneys fees) and all other sums the indemnified party may become obligated to pay for damages or injury to property or injury or death to persons or otherwise.

15. Brokers

Neither Buyer nor Seller has utilized the service of, or for any other reason, owes compensation to a licensed real estate broker.

16. Notices

All notices which either party may be required or may wish to give to the other in connection with this Agreement shall be deemed to be delivered for purposes of this Agreement (i) on the date of actual receipt if personally delivered or if sent by facsimile transmission, (ii) 1 business day following the date such notice is delivered by its sender to FedEx or any other nationally-recognized overnight carrier for next-day delivery, or (iii) 3 business days after depositing such notice, first class postage prepaid, certified mail-return receipt requested, in the United States mail. For purposes of this Section, the term "business day" refers to the days of the week Monday through Friday, excluding holidays recognized by the federal government of the United States of America. All notices shall be sent to the parties' addresses and/or applicable contact number, as appropriate, set forth below (or such other address or number as may be sent in accordance with the terms of this Section):

As to Buyer:

Kingston Properties LP

Attn: Kari M. Campos

477 Shoup Ave, Suite 207

Idaho Falls, Idaho 83402

As to Seller:

Robert & Kathy Martin

4931 N 125 W

17. General provisions

17.1. Time of the essence

Time is of the essence in the performance of each term of this Agreement.

17.2. Final expression

The parties intend this Agreement as the final expression of their agreement and it is intended to be the exclusive statement of the terms of their agreement. No representations, undertakings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth in this document. This Agreement can only be modified by a writing signed by the parties.

17.3. Other offers; confidentiality

Seller agrees that during the term of this Agreement Seller shall not accept any other offers to purchase the Real Property. Seller shall not disclose the Purchase Price or the terms of this Agreement to any third party, except Seller's legal or tax advisors.

17.4. Governing law

The law governing this Agreement shall be that of the State of Idaho in force on the Effective Date of this Agreement.

17.5. Counterparts

This Agreement may be signed in counterparts. All counterparts shall be considered an original. Any signed document transmitted by facsimile or email shall be considered in all manner and respects as an original documents. Upon request of either party, a facsimile or email document shall be re-executed by both parties in an original form.

17.6. Headings

The paragraph headings are for convenience only and do not define, limit, extend or interpret the scope of this Agreement or its paragraphs.

17.7. Validity

If any term of this Agreement is invalid, illegal or unenforceable, in whole or in part, the validity of the other terms of the Agreement shall remain operative.

17.8. Modification

Neither this Agreement, nor any term or provision of it, may be changed, waived, discharged, amended, modified or terminated by oral agreement, course of dealing, or in any other manner, except by a record signed by all parties.

17.9. Cooperation

Each party to this Agreement shall do all acts and execute and deliver all documents proper to accomplish the intents and purposes of this Agreement.

17.10. Waiver of breach

The failure of any party to insist upon strict performance of any of the terms of this Agreement in any one or more instances shall not be construed to be a waiver or exercise of that right or of any other term of this Agreement, but all terms of this Agreement shall remain in full force and effect.

17.11. Costs and attorneys fees

If any party shall bring suit or action against the other for relief, declaratory or not, arising out of this Agreement, the prevailing party as determined by the court or arbitrator shall recover against the other party all court costs and disbursements together with reasonable attorney's fees.

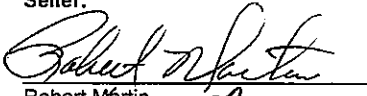
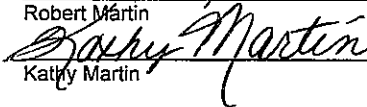
17.12. Binding effect

Subject to any limitations on assignment, this Agreement shall be binding upon and inure to the benefits of the successors and assigns (heirs and assigns) of the parties.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY
BLANK - SIGNATURE PAGE TO FOLLOW]

Signed the Effective Date set forth in Section 1.

Seller:

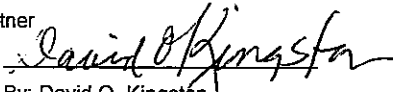

Robert Martin

Kathy Martin

Buyer:

KINGSTON PROPERTIES L.P.

By: DK Enterprises, Inc.

Its: General Partner


By: David O. Kingston

Its: President

Exhibit "A"

Legal Description of Real Property

[To be attached upon receipt of Commitment]

Township 3 North , Range 36, East of the Boise Meridian, Bonneville County, Idaho

Section 4: S½SW¼

Section 5: S½

PLAT SHOWING ALL OF SECTIONS 4 + 5
TOWNSHIP 3 NORTH RANGE 36 E.B.M.

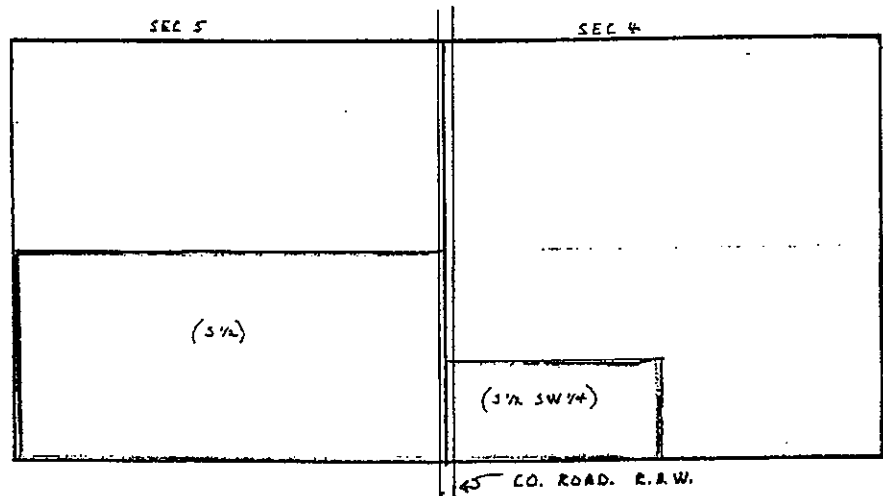
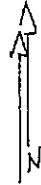


Exhibit "B"

Warranty Deed

[To be attached upon receipt of legal description – title co
to provide]

WARRANTY DEED

084203BO/9296

For Valuable Consideration Received:

ROBERT L. MARTIN AND KATHRYN J. MARTIN, HUSBAND AND WIFE

the Grantors do hereby grant, bargain, sell, convey and warrant unto

KINGSTON PROPERTIES L.P.

the Grantee whose current address is:

477 Shoup Ave, Suite 207, Idaho Falls, Idaho 83402

the following described premises, to-wit:

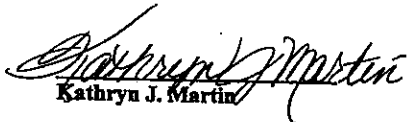
See Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all other improvements and appurtenances, including but not limited to water and water rights, ditch and ditch rights, well and well rights.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.


Robert L. Martin

4-3-08
Date


Kathryn J. Martin

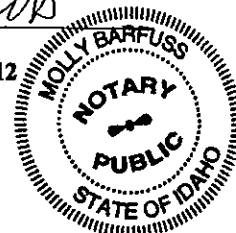
4/3/2008
Date

STATE OF IDAHO)
)ss.
COUNTY OF BONNEVILLE)

On this **3rd day of April, 2008**, before me, the undersigned, a Notary Public, in and for said State, personally appeared **ROBERT L. MARTIN AND KATHRYN J. MARTIN**, known to me, and/or identified to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL


Residing at: Idaho Falls, ID
Commission Expires: 03/07/12



IDAHO TITLE & TRUST
P.O. BOX 50367
IDAHO FALLS, ID 83405

EXHIBIT "A"

Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho

Section 4: South 1/2 of the Southwest 1/4

Section 5: South 1/2

Less and excepting therefrom the highway or road rights of way.