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Agrium RETAIL ADMINISTRATION
P.O. BOX 1168 - 3705 W. BEECHWOOD AVE.
FRESNO, CA 93715
(559) 436-2816
FAX 436-2894

TO:

Jeanie Robertson

DATE:

7-7-04EDWR(208) 736-3037

FROM:

Sharon Gaele
Western Farm Service13

PAGES + COVER

MESSAGE:

I hope you find what you
need in here!

Land Sale and Escrow, Inc.

Dec. Business

Cassia Gooding Jerome Lincoln Minidoka

JEROME
324 3357RUBERY
136 0606GOODING
934-8477BURLEY
678-3524

CLOSING STATEMENT

DATE November 22, 2002Buyer WESTERN FARM SERVICE, INC.Seller Melvin R. Call and Enetta J. Call, Trustees
of the Melvin R. Call and Enetta J. Call No. 35485OFFICE Burley LandListing Broker NoneCLOSER Larry RobertsSelling Broker NonePRORATED DATE November 29, 2002

See reverse side for the real estate LOCATION: legal description	BUYER: <u>WESTERN FARM SERVICE</u>		SELLER:	
	DR.	CR.	DR.	CR.
PURCHASE PRICE:	77,130.00			
EARNEST MONEY PAID				
1st Deed of Trust Bal.				
Interest				
Service Chg. & Discount Fees				
Reserve Account				
Taxes				
Fire Ins.				
First Mortgage/Contract Payable				
PAID FOR SELLER:				
Loan				
Interest				
TAXES PAYABLE:				
SPECIAL ASSESSMENTS:				
TAXES PRORATED: to 11-29-02	18.64			
2002 taxes are paid in full-prorated on adjusted acreage				
FIRE INS. NEW				
TITLE FEES				
Recordings	30.00			
Closing Fees	122.50			
Express Delivery services	10.00			
ATTORNEY FEES Paid outside closing				
ESCROW FILING FEES				
REALTOR FEES				
DUE FROM BUYER:		77,311.14		
DUE TO SELLER:				
TOTALS:	77,311.14	77,311.14		

090.00 1655

Land

090.00 2710
Expense

203.00 5360

This statement is approved for final settlement and disbursement of funds as indicated hereon. Receipt of this statement is hereby acknowledged.

WESTERN FARM SERVICE, Inc.

By: [Signature]Title Real Property Manager
A duly authorized officer

JOHN H. BAKER
KENDALL L. MANOCK
DOUGLAS B. JENSEN
DONALD R. FISCHBACH
JOHN L. B. SMITH
GEORGE L. STRASSER
JOSEPH M. MARCHINI
CRAIG A. HOUGHTON
ANDREW R. WEISS
JAMES E. SHEKOVAN
CARL R. REFUERZO
JOHN G. MICHAEL
CHRISTOPHER L. CAMPBELL

ROBERT D. WILKINSON
JEFFREY A. JAECH
LISA M. MARTIN
GAYLE D. HEARST
GLENN J. HOLDER
MARK B. CANEPA
WILLIAM M. WHITE
KATHLEEN A. MEEHAN
RICHARD S. SALINAS
DAVID E. HOLLAND
CHARLES K. MANOCK
MATTHEW E. HOFFMAN
ALBERT J. BERRYMAN



A PROFESSIONAL CORPORATION

DEBORAH A. COE
DIRK B. PALOUTZIAN
OLGA A. BALDERANA
MATTHEW E. FARMER
JOHN A. BASINGER
C. FREDRICK MEINE, III
SUZANNE D. MCGUIRE
WILLIAM E. CHALTRAW, JR.
ERIC C. COLE
ALEXANDER COLLINS, JR.
ELIZABETH K. CAMPAGNE
HARUTUN KASSAKHIAN

OF COUNSEL
JAMES GANULIN
JUDITH L. LUND
BRUCE D. BICKEL

HOWARD M. Z. DENBERG
(1949-1999)

MR. CHALTRAW'S ELECTRONIC MAIL:
WEC@BMJ-LAW.COM

October 16, 2002

Mr. Bob Orender
WESTERN FARM SERVICE, INC.
2787 West Bullard Avenue, Suite 101
Fresno, California 93711

ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED AND CONFIDENTIAL

02-018-203

Re: Burley, Idaho
Western Farm Service, Inc.—Melvin R. and Enetta J. Call
Purchase and Sale Agreement/Pump Sharing and Easement Agreement

Dear Mr. Orender:

Enclosed please find the *original* executed Purchase and Sale Agreement and Escrow Instructions (the "Purchase and Sale Agreement") and the *original* Pump Sharing and Easement Agreement for the above-mentioned real property. Please have these agreements executed where indicated by the appropriate representative of Western Farm Service, Inc., and return the fully-executed *originals* to our office in the enclosed envelope. We will then forward a fully-executed copy of the Purchase and Sale Agreement to the escrow company, which shall serve as escrow instructions for the transaction.

If you have any questions or I can be of any further assistance, please do not hesitate to contact me. Thank you for your attention to this matter.

Very truly yours,

William E. Chaltraw
William E. Chaltraw, Jr.
BAKER, MANOCK & JENSEN

WEC:jle
Enclosures

::ODMA\GRPWISE\BMJDOM.FresDocs.PS4Lib:182140.1

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

**(Western Farm Service, Inc. - Melvin R. Call and Enetta J. Call
Charitable Remainder Unitrust #2)**

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made effective this ____ day of _____, 2002, (the "Effective Date"), by and between MELVIN R. CALL and ENETTA J. CALL, as Trustees of the MELVIN R. CALL and ENETTA J. CALL CHARITABLE REMAINDER UNITRUST #2 ("Seller") and WESTERN FARM SERVICE, INC., a Delaware corporation ("Buyer"). Seller and Buyer are sometimes collectively referred to herein as the "Parties" and singularly by their individual names or as a "Party."

RECITALS:

This Agreement is made with respect to the following facts and circumstances:

A. Seller is the owner of that certain real property located in Cassia County, State of Idaho, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property").

B. Buyer desires to purchase the Real Property from Seller, and Seller desires to sell the Real Property to Buyer, pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Buyer and Seller hereby agree as follows:

ARTICLE I

AGREEMENT TO PURCHASE THE REAL PROPERTY

1.01 **The Real Property.** Subject to all of the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, Seller agrees to sell the Real Property to Buyer and Buyer agrees to purchase the Real Property from Seller at the Closing (as defined below). The Real Property shall include:

- a. All buildings and structures located on the Real Property; and
- b. The following improvements to the Real Property and personal property that Seller has an interest in, except as otherwise provided in this Agreement:

- (i) A thirty-five percent (35%) undivided interest in that certain pump located on the Real Property (the "Pump");
- (ii) Two (2) wheellines;
- (iii) An appropriate amount of four (4) inch mainline pipe, to be determined by agreement of the Parties, to adequately irrigate the Real Property; and
- (iv) An appropriate amount of handline, to be determined by agreement of the Parties, to adequately irrigate the Real Property.

1.02 **Purchase Price.** The purchase price for the Real Property shall be Seventy-Seven Thousand One Hundred Thirty and No/100 Dollars (\$77,130.00) (the "Purchase Price").

1.03 **Payment of the Purchase Price.** The Purchase Price for the Real Property shall be deposited into Escrow by the Closing Date in cash, by cashier's check, wire transfer or other immediately available funds acceptable to Seller.

ARTICLE II

POSSESSION, PHYSICAL INSPECTION, AND CONDITION OF THE REAL PROPERTY

2.01 **Possession.** Buyer shall have the exclusive right to possess the Real Property on and after the Close of Escrow.

2.02 **Physical Condition.** Neither the Seller nor any person acting on Seller's behalf has made, and does not make, any representations as to the physical condition, income, expense, operation, or any other matter or thing affecting or relating to any of the Real Property, except as herein specifically set forth. BUYER SHALL TAKE TITLE TO THE REAL PROPERTY IN AN "AS IS" PHYSICAL CONDITION, IT BEING UNDERSTOOD THAT SELLER IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND HEREBY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, AS TO THE CONDITION OF ANY STRUCTURE OR OTHER IMPROVEMENT LOCATED THEREON OR THEREUNDER, THE PHYSICAL CONDITION, MERCHANTABILITY, OR FITNESS OF THE REAL PROPERTY, OR ANY PORTION THEREOF, FOR ANY PARTICULAR USE BY THE BUYER, WHETHER OR NOT SUCH PROPOSED USE HAS BEEN COMMUNICATED TO SELLER.

2.03 **Inspection of the Real Property.** At any time prior to the Close of Escrow, Buyer and Buyer's agents, employees, and representatives (collectively "Buyer's Agents"), may investigate, inspect, and conduct such tests upon the Real Property, and each

portion thereof, as Buyer deems necessary or advisable ("Buyer's Inspections"). Buyer and Buyer's Agents shall complete the Buyer's Inspections prior to the Close of Escrow.

2.04 **Pump Sharing and Easement Agreement.** Buyer and Seller agree to share the use, maintenance, repair, and replacement of the Pump, pursuant to the terms and subject to the conditions set forth in that certain Pump Sharing and Easement Agreement, a true and correct copy of which is attached hereto as **Exhibit "B"** and incorporated herein by this reference (the "Sharing/Easement Agreement"). In addition, pursuant to that certain Sharing/Easement Agreement, Buyer hereby agrees to grant to Seller and its agents or designees, a non-exclusive right of access to enter the Real Property during any and all reasonable business hours for the purpose of use, maintenance, for the making of any repairs to the Pump that Seller, in consultation with Buyer, deems reasonably necessary (the "Easement").

ARTICLE III

CONDITION OF TITLE TO THE REAL PROPERTY

3.01 **Condition of Title to the Real Property.** Seller agrees to convey fee simple title to the Real Property. Title shall be conveyed by Seller by warranty deed, subject to the items enumerated in this Section. Buyer shall accept title to the Real Property subject to the following exceptions (the "Permitted Exceptions"):

- a. The easements and right-of-way for public roads, public utilities, underground pipelines that are of the record or apparent, except as provided in Section 3.02 of this Agreement; and
- b. All other exceptions to title reflected on a preliminary title report (the "Preliminary Report"), except as provided in Section 3.02 of this Agreement.

3.02 **Preliminary Report.**

- a. **Title Review.** Seller shall obtain and deliver to Buyer a Preliminary Title Report ("Preliminary Report") to be prepared by Escrow Holder. Buyer may make objections to any exception to title reflected in the Preliminary Report, provided such objections are made to Seller in writing within ten (10) calendar days after Buyer receives the Preliminary Report. If Buyer fails to notify Seller, in writing, of any objections to title by such date, Buyer shall be deemed to have accepted title to the Real Property subject to all of the exceptions to title reflected in the Preliminary Report.
- b. **Removal of Exceptions.** If Buyer timely objects to any exception to title set forth in the Preliminary Report, Seller may (i) cause the exception to be removed of record; (ii) obtain the appropriate endorsement of the policy of title insurance to be issued by Escrow Holder to Buyer insuring against the exception; or (iii) terminate the sale of the Real Property to Buyer pursuant to this Agreement, unless Buyer elects to take title to the Real Property subject to such

exception. If necessary to insure around the exception, Seller may choose a new title company reasonably satisfactory to Buyer.

3.03 **Title Insurance.** At the Close of Escrow and as a condition to Buyer's obligation to purchase the Real Property, Escrow Holder shall commit to issue, and to deliver to Buyer, its standard coverage Owner's Policy of Title Insurance insuring title to the Real Property in Buyer in the condition set forth in Section 3.01 and with liability in the amount of the Purchase Price (the "Title Policy").

ARTICLE IV

COVENANTS, WARRANTIES, AND REPRESENTATIONS

4.01 **Covenants, Warranties, and Representations of Seller.** Seller hereby makes the following covenants, representations, and warranties and acknowledges that Buyer's execution of this Agreement has been made and Buyer's acquisition of the Real Property will be made in material reliance by Buyer on these covenants, representations, and warranties.

- a. **Free and Clear Owner with Authority to Sell.** Seller is, or shall be as of the Closing, the owner of the Real Property and has full authority to sell, convey, and transfer the Real Property, as provided herein and to carry out Seller's obligations hereunder except as otherwise provided in this Agreement.
- b. **No Violation.** Seller's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation, or undertaking of Seller, nor will it violate any law, ordinance, statute, order, or regulation.
- c. **Records.** To Seller's knowledge, all of the documents, information, and records provided to Buyer by Seller shall contain true, accurate, and complete information.
- d. **Eminent Domain.** Seller has no notice of any pending or threatened proceeding in eminent domain or otherwise that would affect the Real Property or any portion thereof, nor does Seller know of any facts that may give rise to such actions or proceedings.
- e. **Liens.** Seller has no knowledge of any liens, encumbrances on, claims or covenants, conditions and restrictions, easements, rights of way, or other matters affecting the Real Property, except as would be indicated in the official records of Cassia County, as otherwise indicated in this Agreement, or as would be obvious from a physical inspection of the Real Property.

4.02 Covenants, Warranties, and Representations of Buyer.

a. **Authority to Buy.** Buyer warrants that it has the authority to enter into this Agreement, purchase the Real Property, pay the Purchase Price, and carry out the terms of this Agreement as set forth herein.

b. **No Violation.** Neither Buyer's execution of this Agreement nor any provision contained herein does, nor at the Close of Escrow shall, violate any covenant, agreement, or contract to which Buyer is a party or which affects the Real Property.

ARTICLE V**CONDITIONS PRECEDENT**

5.01 **Conditions Precedent to Seller's Obligation to Perform.** Seller's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

a. Buyer shall have performed each of the acts to be performed by it hereunder, including without limitation, depositing the Purchase Price and Buyer's share of the Closing Costs (as defined in Section 6.05 below) into Escrow by the Closing Date.

b. Each of Buyer's representations and warranties set forth in Section 4.02 shall be true at the Close of Escrow as if affirmatively made at that time.

5.02 **Conditions Precedent to Buyer's Obligations to Perform.** Buyer's obligation to perform as set forth herein is hereby expressly conditioned on the satisfaction of each and every one of the following conditions precedent:

a. Seller shall have performed every act to be performed by it hereunder, including without limitation, depositing into Escrow a warranty deed conveying the Real Property (the "Warranty Deed").

b. Buyer shall obtain written approval of a special use permit for the Real Property from the Cassia County Planning and Zoning Committee.

c. Each of the representations and warranties of Seller contained in Section 4.01 or elsewhere in this Agreement shall be true at the Close of Escrow as if affirmatively made at that time.

d. Escrow Holder shall be committed to issue the Title Policy as set forth in Section 3.03 hereof in the condition set forth in Section 3.01.

The foregoing conditions are solely for the benefit of Buyer, any or all of which may be waived by Buyer in its sole discretion.

5.03 **Failure or Waiver of Conditions Precedent.** In the event any of the conditions set forth above in Sections 5.01 and 5.02 are not fulfilled or waived on or before the Closing Date, this Agreement shall terminate and all rights and obligations hereunder of each Party shall be at an end. Seller or Buyer may elect, at any time or time prior to the Closing, to waive in writing the benefit of any of their respective conditions set forth in Sections 5.01 and 5.02 above, as applicable. In any event, the Parties' consent to the Close of Escrow shall waive any remaining unfulfilled conditions (but such waiver shall not be deemed to waive any subsequently discovered breach of any representation, warranty, or covenant made by either Party to this Agreement).

ARTICLE VI

ESCROW

6.01 **Establishment of Escrow.** Upon the execution of this Agreement, the Parties shall promptly open an escrow (the "Escrow") at Land Title & Escrow, Inc., 211 West 13th Street, P.O. Box 177, Burley, Idaho 83318 (the "Escrow Holder") to provide for the conveyance of the Real Property to Buyer. Prior to the Close of Escrow, a duplicate of this Agreement shall be deposited with Escrow Holder and shall constitute escrow instructions to Escrow Holder concerning this transaction.

6.02 **Deposits in Escrow.** The Parties shall make the following deposits in Escrow at or prior to the Close thereof:

a. **Seller's Deposits.** Seller shall deposit the following funds and instrument into Escrow prior to the Close:

- (i) An executed and acknowledged original Warranty Deed; and
- (ii) Seller's share of the Closing Costs.

b. **Buyer's Deposits.** Buyer shall deposit the following funds into Escrow prior to the Close:

- (i) The Purchase Price;
- (ii) The Sharing/Easement Agreement; and
- (iii) The Buyer's Share of the Closing Costs.

6.03 **Prorations.** Seller shall be responsible for any supplemental assessments or reassessments made to the extent attributable to any period prior to the Closing Date, and Buyer shall be responsible for all periods thereafter. Buyer shall pay any supplemental taxes assessed pursuant to the laws of the State of Idaho resulting from the sale of the Real Property to Buyer, other than income or capital gain taxes Seller may owe the State of Idaho by reason of the sale of said property. Escrow Holder shall prorate real and personal property taxes or assessments relating to the Real Property to the extent attributable to any period prior to the Closing Date to the Seller, and to the Buyer for all periods thereafter.

6.04 **Title Insurance.** At the Closing, Escrow Holder shall commit to provide or issue, effective as of that date, the Title Policy as set forth in Section 3.03.

6.05 **Costs and Expenses.** Closing costs (the "Closing Costs") shall be borne by the Parties as follows:

- a. The premium for the Title Policy and any sales excise taxes shall be paid by Seller;
- b. Recording fees, document preparation fees, and any use taxes shall be paid by Buyer; and
- c. Escrow fees and other Closing Costs shall be shared equally between Buyer and Seller.

Each Party shall bear its own legal and accounting fees and costs. Buyer and Seller shall each deposit additional funds into Escrow in an amount equal to their respective shares of the Closing Costs as determined by Escrow Holder; provided, however, that if sufficient funds have been otherwise deposited into Escrow, Escrow Holder is hereby authorized to withhold Seller's share of the Closing Costs from funds that would otherwise be distributable to Seller.

6.06 **Closing Date.** Unless otherwise extended by the Parties in writing, the Close of Escrow shall be no later than fourteen (14) days after Buyer has made the Deposit provided for in Section 1.04(a) of this Agreement. As used herein, the terms "Close," "Closing," and "Closing Date" shall be synonymous with the term Close of Escrow.

6.07 **Conditions Precedent to the Close of Escrow.** The Close of Escrow is hereby expressly conditioned on the satisfaction or waiver by the Party whose performance is conditional thereon, of each of the conditions precedent contained in Article V hereof.

6.08 **Procedure for Closing.** Escrow Holder shall Close the Escrow by doing the following:

- a. Pay from funds deposited by Seller or otherwise distributable to Seller, all claims, demands, and liens necessary to place title to the Real Property in the condition set forth in Section 3.01;

- b. In accordance with Section 6.05 hereof, pay Seller's share of the Closing Costs from funds deposited by Seller or otherwise distributable to Seller;
- c. Pay from funds deposited by Buyer, Buyer's share of the Closing Costs;
- d. Record the Warranty Deed in the Official Records of Cassia County, direct the County Recorder to affix the transfer tax after recording, and return the recorded Warranty Deed to Buyer with a conformed copy to Seller;
- e. Deliver a copy of the Buyer's and Seller's closing statements for this Escrow to the respective Parties;
- f. Deliver the remaining funds held in Escrow to Seller; and
- g. Deliver to Buyer the original and two copies of the Title Policy in the form set forth in Section 3.03 no later than thirty (30) days after the Closing Date.

ARTICLE VII

MISCELLANEOUS

7.01 **Survival and Indemnity.** Notwithstanding the Closing, delivery of instruments, conveyances of property, and payment of consideration therefor, the Parties agree that the respective representations, warranties, covenants, indemnities, and agreements made by each such Party pursuant to this Agreement, shall survive the Closing, and each Party agrees to indemnify, defend, and hold the other harmless from and against any and all claims, demands, losses, obligations, damages, liabilities, causes of action, costs, and expenses (including, without limitation, reasonable attorneys', paralegals', and other professionals' fees and costs) arising out of or in connection with a breach by the indemnifying party of any such representation, warranty, covenant, or agreement.

7.02 **No Broker.** Each of the Parties hereto warrants and represents to and for the benefit of the other that it has not caused liability for payment of a broker's commission or finder's fee to be incurred with respect to any of the transactions which are the subject of this Agreement, and both Buyer and Seller agree to indemnify and hold harmless the other from and against any liability for such commission or fee.

7.03 **Attorneys' Fees.** In the event of any controversy, claim, or dispute between the Parties arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

7.04 Notices. All notices under this Agreement shall be in writing, and be either personally served, sent with return receipt requested by certified mail with postage prepaid, sent by a nationally recognized overnight courier service, or sent by telecopier with an original to be delivered by a nationally recognized overnight courier service, and addressed to the respective Parties as follows:

To Seller: Melvin R. and Enetta J. Call
653 State Route 21
Palmyra, New York 14522
Facsimile: () -

To Buyer: Western Farm Service, Inc.
2787 West Bullard, Suite 101
Fresno, California 93711
Attention: B.J. Orender
Facsimile: (559) 438-1825

or to such person or at such other place as either Party may from time to time designate by written notice to the other Party.

Notice given in the foregoing manner shall be deemed sufficiently given for all purposes hereunder on the date the same was personally delivered, deposited with the United State Postal Service or a nationally recognized overnight courier service, or sent by telecopier, except that notices of changes of address shall not be effective until actual receipt.

7.05 Entire Agreement. This Agreement and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

7.06 Amendments. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing by duly authorized representatives of both Parties.

7.07 Successors. The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assignees of the respective Parties.

7.08 Assignment. Buyer may assign any or all of his rights under this Agreement, including the right to purchase the Real Property provided that Buyer shall remain directly liable to Seller for the performance of any and all provisions of this Agreement or any agreement relating hereto.

7.09 Governing Law. This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of Idaho (without giving effect to any

choice of law principles).

7.10 **Headings.** The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

7.11 **Counterparts.** This Agreement may be signed by the Parties in different counterparts, which together shall constitute one agreement, even though all parties may not have signed the same counterpart.

7.12 **Time.** Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

"Seller"

MELVIN R. CALL and
ENETTA J. CALL
CHARITABLE REMAINDER
UNITRUST #2

Melvin R. Call

By *Enetta J. Call*

~~LaRone Woulster Hulme as~~
~~Attorney-in-Fact for Melvin R. Call~~
and Enetta J. Call, as Trustees of the
Melvin J. Call and Enetta J. Call
Charitable Remainder Unitrust #2

"Buyer"

WESTERN FARM SERVICE, INC.,
a Delaware Corporation

By *Larry Ogden*

Its *ASST. SECRETARY*

EXHIBIT "A"**Property Description**

Part of the W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 14 of Township 11 South, Range 22 East of the Boise Meridian, Cassia County, State of Idaho.

Beginning at the Northeast corner of the W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 14 of T.11 S., R.22 E., B.M., said corner marked by a 5/8" rebar; Thence South 01 degrees 00 minutes 58 seconds West (S 01°01'22"W rec.) along the east line of the W $\frac{1}{2}$ NE $\frac{1}{4}$ for a distance of 820.13 feet (820.22' rec.) to the Point of Beginning;

THENCE South 01 degrees 00 minutes 58 seconds West continuing along said line for a distance of 1820.75 feet to the Southeast corner of the W $\frac{1}{2}$ NE $\frac{1}{4}$ marked by a U.S. General Land Office iron pipe with brass cap on top;

THENCE South 89 degrees 27 minutes 29 seconds West along the south line of the W $\frac{1}{2}$ NE $\frac{1}{4}$ for a distance of 964.18 feet to a 1/2" rebar on the east right of way of the Eastern Idaho Railroad;

THENCE North 21 degrees 45 minutes 48 seconds East along said right of way for a distance of 1962.87 feet to a 1/2" rebar;

THENCE North 88 degrees 35 minutes 14 seconds East (N 88° 35'38"E rec.) for a distance of 268.73 feet (268.62' rec.) to the Point of Beginning.

Said property contains 25.71 acres more or less and is subject to any easements or right of ways or record or use.