

**CX**

Recording Requested By and  
When Recorded Return to:

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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT IMPOSING  
ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM ENVIRONMENTAL  
COVENANTS ACT, IDAHO CODE § 55-3001, et seq.**

**ENVIRONMENTAL COVENANT**

This instrument is an Environmental Covenant ("Environmental Covenant") executed by the **GRANTOR**, Pacific Hide & Fur Depot, Inc., ("Pacific"), and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. Pacific, as the current property owner, grants this Environmental Covenant to all signatories to this instrument. This Environmental Covenant sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Activity and Use Limitations") on the Property described below. The Activity and Use Limitations are designed to protect natural resources, human health and the environment. Pacific is a "holder" as defined in Idaho Code § 55-3002(6). As provided in Idaho Code §55-3008, Pacific Hide & Fur Depot Inc. as the holder is also the **GRANTEE**.

Property. This Environmental Covenant concerns real property 320 West Main Street, Burley, Idaho, Parcel Numbers RPBB001102013A, RPBB001102008A, RPBB001102006A, and RPBB001102017A, County of Cassia, State of Idaho, legally described in the attached Exhibit A.

Property Ownership. Pacific hereby represents and warrants to the other signatories to this Environmental Covenant that it is the sole owner of the property, holds fee simple title to the property and Pacific has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property described above was previously used to operate a recycling business, becoming contaminated with metals, primarily lead, polychlorinated biphenyls (PCBs) and polycyclic aromatic hydrocarbons (PAHs). On August 17, 2018, Pacific entered into a Voluntary Cleanup Program Voluntary Remediation Agreement with the Department to remediate the Property. Pacific implemented a Voluntary Remediation Work Plan ("VRWP") on the Property. This Environmental Covenant is required because after the implementation of the VRWP elevated residual concentrations of lead, benzo(a)pyrene, and polychlorinated biphenyls remain in subsurface soil at the Property. These concentrations are above allowable risk-based concentrations for residential use as determined by the Department, therefore future use of the Property shall be limited to protect human health and the environment.

Name and Location of Administrative Record. A copy of the administrative record for the Pacific Hide & Fur Depot, Inc. site, Electronic Data Management System Record No. 2011BAZ4981, for the property described above can be found at the Idaho Department of Environmental Quality, Twin Falls Regional Office, 650 Addison Avenue, Suite 110, Twin Falls, Idaho, 83301.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Pacific, and any successors in interest, are hereby restricted from using the Property, now or at any time in the future, as specifically set forth below:

1. The Property, and any portion thereof, may be used for commercial and industrial uses only. The Property shall not be used for residential purposes, agricultural purposes, or any permanently occupied human habitation (including hotels or motels), school, day care or hospital use.

Breach and Cure of Activity and Use Limitations Pacific, or its successors in interest, shall be responsible for demonstrating that use on the Property is in conformity with the Activity and Use Limitations. If any event or action occurs that constitutes or may constitute a breach of the activity and use limitations, Pacific or any successors in interest, shall notify the Department within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by Pacific or any successors in interest, and the Department.

Amendment by Consent. The Environmental Covenant may be amended by consent pursuant to Idaho Code § 55-3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new holder is an amendment.

Duration and Termination. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, in perpetuity unless terminated by court action as provided in Idaho Code § 55-3009 or by consent pursuant to Idaho Code § 55-3010. Pacific, or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that contaminated soils are at levels the Department deems in writing to be adequate for the Property to be developed for unrestricted use.

Provisions to Run With the Land. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. Each and all of the Activity and Use Limitations are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, and their successors, that the Activity and Use Limitations as herein established must be adhered to and that their interest in the Property shall be subject to the Activity and Use Limitations contained herein.

Recording/Filing of Environmental Covenant. This Environmental Covenant and any amendment or termination of the Environmental Covenant shall be recorded in the county recorder's office of every county in which any portion of the Property subject to the Environmental Covenant is located. The Environmental Covenant or any amendment or termination shall be recorded by Pacific, or its successors in interest, within ten (10) days of receipt of this Environmental Covenant signed by the Department. Within ten (10) days of the recording of this Environmental Covenant, or any amendment or termination, Pacific, or its successors in interest, shall provide to the Department a copy of this recorded Environmental Covenant, or any amendment or termination of this Environmental Covenant. Upon receipt of the copy of the recorded Environmental Covenant, and any amendment or termination therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code Section 55-3012(1). In addition, a copy of the recorded Environmental Covenant, or any amendment or termination, shall be provided by Pacific, or by its successors in interest, to the following persons: (a) each person that signed the Environmental Covenant; (b) each person holding a recorded interest in the Property; (c) each person in possession of the Property; (d) each municipality or other local government in which the Property is located; and (e) any other person the Department requires. The validity of the Environmental Covenant is not affected by failure to provide a copy of the Environmental Covenant as required under this section.

Compliance Reporting. Pacific, or any successors in interest, shall submit to the Department on an annual basis written documentation verifying that the activity and use limitations remain in place and their compliance with the activity and use limitations.

Enforcement. The Department and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against Pacific or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of Pacific, or its successor in interest, to comply with any of the Activity and Use Limitations set forth herein shall be grounds for the Department, or its successor, and/or any party to this Environmental Covenant to require that Pacific, or its successor in interest, correct or remove any violations of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the Department, or its successor, and/or any persons identified in Idaho Code § 55-3011 to file civil actions against the Pacific or its successors-in-interest, as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

Non-Waiver. No failure on the part of the Department or any holder at any time to require performance of any term of this Environmental Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's or any holder's rights to enforce such term.

Property Access. The Department shall have a right of access to the Property at reasonable times for the purposes of evaluating compliance with this Environmental Covenant.

Notice of Conveyance of Property. Within thirty (30) days of the closing of any conveyance of the Property, or part thereof, the Conveyer of the Property, shall provide written notice to the Department and each municipality or other local government in which the Property is located, the name and address of all the then Owners and/or Occupants of the Property, or part thereof, conveyed. The Department shall not, by reason of this Environmental Covenant, have authority to approve, disapprove, or otherwise affect any conveyance of the Property except as otherwise provided by law.

Notices. All notices required or permitted to be given hereunder shall be in writing and mailed in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the appropriate address indicated below or at such other place or places as either Pacific or its successors, or the Department or its successors, may, from time to time, respectively, designate in a written notice given to the other. Notices which are deposited in the United States Mail in accordance with the terms of this provision shall be deemed received three (3) days after the date of mailing thereof.

OWNER: Pacific Hide & Fur Depot, Inc.  
Attn: Kirby Farner  
5 River Drive South  
Great Falls, Montana 59403

THE DEPARTMENT: Idaho Department of Environmental Quality  
**ATTN:** Assessment and Compliance Unit Manager  
Waste Management and Remediation Division  
1410 N. Hilton  
Boise, ID 83706

Costs and Expenses. All costs of terminating this Environmental Covenant, including the cost of any remediation or abatement of any environmental condition related to Activity and Use Limitations pertaining to the Property, shall be borne by the party seeking such termination.

Partial Invalidity. If any portion of the Environmental Covenant or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

Headings. Headings at the beginning of each section of this Environmental Covenant are solely for the convenience of the parties and are not a part of the Environmental Covenant.

Idaho Code References. All references to the Idaho Code sections include successor provisions.

Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Department's ability to enforce the terms of any voluntary consent order or other agreement relating to remediation of the Property entered into between the Department and Pacific or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of Pacific or any other responsible party under such voluntary consent order or other agreement. The Department's acceptance hereunder is based upon the information presently known or available to the Department with respect to the environmental condition of the Property, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines new information warrants such action.

Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.



Signature and Acknowledgments

Accepted:

Property Owner- Pacific Hide & Fur Depot, Inc.

Signature: K. F.

Printed Name: KIRBY FARNER

Title: HSET DIRECTOR, CORPORATE OFFICE

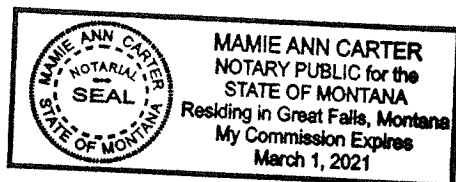
Date: SEPTEMBER 22<sup>ND</sup>, 2020

State of Montana, county of Cascade, ss.

[NOTE: SIGNATURES MUST BE NOTARIZED. See Idaho Code § 55-711 through § 55-715 for proper acknowledgment language.]

On this day personally appeared before me Kirby Farner, in the official capacity as HSET Director, known to me to be the person described in the foregoing instrument and acknowledged that he executed the same on behalf of the Pacific Hide & Fur Depot, Inc. as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Notary Public for Montana: Mamie Ann Carter

Residing at: Great Falls, Montana

Commission Expires: March 1, 2021

# Exhibit A: Legal Description

This Environmental Covenant concerns real property **320 West Main Street Burley, ID.** Parcel Numbers RPBB001102013A; RPBB001102008A, RPBB001102006A, and RPBB001102017A County of Cassia, State of Idaho and legally described as:

Real estate situated in Burley, County of Cassia, State of Idaho, to-wit:

Lots Six (6), Seven (7), Twenty-Three (23) and Twent-Four (24) in Block One Hundred Two (102) of the Burley Townsite, as the same is platted in the Official Plat Thereof, now of record in the office of the County Recorder of Cassia County Idaho, and all improvements thereon.

AND

Lots 8, 9, 10, 11, 25, 26, and 27 in Block 102 of the Burely Townsite, Cassia County, Idaho, as the same is platted in the Official Plat thereof, now of record in the office of the Recorder of said County.

AND

Lots 17, 18, 19, 20, 21, and 22 in Block 102 of the Burley Townsite, Cassia County, Idaho, as the same is platted in the official plat now of record in the office of the County Recorder of said County.

AND

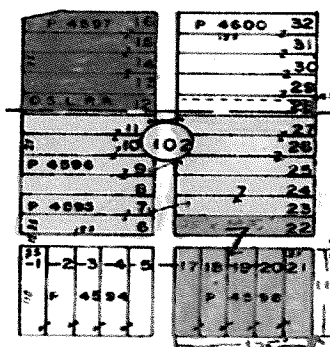
Lots 6, 7, 23, and 24 in Block 102 of Burley Townsite, Cassia County, Idaho as the same is platted in the official plat therof, now a record in the office fo the Recorder of said County.

AND

Lots 13, 14, 15, 16 in Block of the Burley Townsite, Cassia County, Idaho as the same is platted in the official plat therof, now a record in the office fo the Recorder of said County.

ALSO

Commencing at the Northeast corner of Lot 16 of Block 102 fo the Burley Townsite as the same is platted in the official platt thereof, of record in the office of the County Recorder of Cassia County, Idaho; Thence West a distance of 87.6 feet; Thence in a Northeasterly direction a distance of 91.1 feet more or less to a point 21.9 feet due North of the point of beginning, Thence South 21.9 feet to the Point of Beginning.



## WARRANTY DEED

For Value Received McCarty Inc., with its principal place of business in  
Pocatello, Idaho

the grantor , do hereby grant, bargain, sell, and convey unto Pacific Hide and Fur Depot  
with its principal place of business in Great Falls, Montana, a Montana  
Corporation

the grantee , the following described premises, to-wit: all that real property described  
on Schedule A5 hereto attached and by reference made a part hereof the  
same as if set forth herein at length.

(Grantees Address - 1401 3rd St. N. W., P. O. Box 1549)  
Great Falls, Montana 59403

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s  
their heirs and assigns forever. And the said Grantors do hereby covenant to and  
with the said Grantee s, that they the owners in fee simple of said premises; that said  
premises are free from all incumbrances except as hereinabove set forth and that t hey will warrant and  
defend the same from all lawful claims whatsoever.

Dated:

MCCARTY'S INC.

BY

President

TEST

Assistant Secretary

STATE OF IDAHO, COUNTY OF *BANNOCK*

On this 15th day of August , 19 79  
before me, a notary public in and for said State, personally  
appeared William N. McCarty and  
Samuel R. McCarty, known to me to  
be the President and Assistant Sec-  
retary of McCarty's Inc., respec-  
tively

known to me to be the personS who SE name S  
subscribed to the within instrument, and acknowledged to  
me that they executed the same.

*Reginald H. Jones*  
Notary Public

Residing at Pocatello , Idaho  
Comm. Expires

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at  
the request of

at minutes past o'clock m.,  
this day of ,  
19 , in my office, and duly recorded in Volume  
of the Official Records.

Ex-Officio Recorder

By Deputy.

Fees \$  
Mail to:

INSTRUMENT NO.



# DEED OF TRUST

THIS DEED OF TRUST, Made this 16th day of August, 1979,  
 BETWEEN Pacific Hide & Fur Depot, a Montana Corporation,  
 whose address is 1401 3rd Street, N.W., Great Falls, Montana (P.O. Box 1549),  
 The American Land Title Co., Inc., herein called TRUSTEE, and McCarty's Inc., an Idaho  
Corporation, P.O. Box 219, Pocatello, Idaho

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH  
 POWER OF SALE, that property in the County of Cassia, State of Idaho, described as  
 follows, and containing not more than twenty acres:

See "Exhibit A5" attached hereto

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon  
 Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of  
Five Hundred Sixty Eight Thousand and no/100----- Dollars, (\$568,000.00)  
 final payment due August 15, 1986 subject to release provisions of Agreement of 8/1/  
 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either  
 of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances  
 or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances  
 or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it  
 shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in  
 good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor per-  
 formed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon;  
 not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumi-  
 gate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not ex-  
 cluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under  
 any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may deter-  
 mine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure  
 or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and  
 to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which  
 Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens,  
 with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to  
 the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each  
 month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust  
 for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default  
 under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date  
 of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and  
 without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such  
 extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes;  
 appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase,  
 contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any  
 such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned  
 and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above pro-  
 vided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due  
 of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this  
 Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee  
 may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any  
 extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee  
 for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in  
 any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such  
 reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these  
 trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any in-  
 debtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and  
 payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court,  
 and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part  
 thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs  
 and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary  
 may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as  
 aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby  
 shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to ex-  
 ecute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall  
 cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, and on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed, any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the female and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Pacific Hide & Fur Depot

Pacific Hide & Fur Depot

Its Vice-President

Its Executive Vice-President

STATE OF IDAHO, COUNTY OF Bannock

On this 16 day of August, 19 79  
before me, a Notary Public in and for said State, personally appeared

N. E. Vosburg, Executive Vice President, and LeRoy Stevesn, Vice-President, of Pacific Hide & Fur Depot, a Montana Corporation

Known to me to be the person S. whose names are  
subscribed to the within instrument, and acknowledged to me that  
they executed the same.

Gary L. Cooper  
Notary Public,  
Residing at Pocatello, Idaho.  
Commission Expires Lifetime

DEED OF TRUST  
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

Dated 19

Furnished through the  
courtesy of

American Land Title Co.

312 West Center  
P. O. Box 1176  
Pocatello, Idaho 83201  
Telephone 232-6163

"SERVING BANNOCK, BINGHAM, POWER,  
MADISON, AND FRANKLIN COUNTIES."

### REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

\_\_\_\_\_, Idaho, 19 \_\_\_\_\_  
, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to: \_\_\_\_\_

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

SCHEDULE A5

EXHIBIT A5

Seller's Real Property

Burley, Idaho

Real property with improvements thereon described as follows:

Real estate situated in Burley, County of Cassia, State of Idaho, to-wit:

Lots Six (6), Seven (7), Twenty-three (23) and Twenty-four (24) in Block One Hundred Two (102) of the Burley Townsite, as the same is platted in the Official Plat Thereof, now of record in the office of the County Recorder of Cassia County, Idaho, and all improvements thereon. And Lots 8, 9, 10, 11, 25, 26 and 27 in Block 102 of the Burley Townsite, Cassia County, Idaho, as the same is platted in the Official Plat thereof, now of record in the office of the Recorder of said County.

Subject to easements, restrictions, and reservations of record.

4 Sept 79

General Cox

RECORDED AT THE REQUEST OF  
LAND TITLE & RECORD  
FILM 128  
Aug 17 10 35 AM '79  
CASSIA COUNTY, IDAHO  
FRANK B. KEENE  
RECORDER  
FEE \$16.00  
3,684.38

119335

210575

WARRANTY DEED

THIS INDENTURE, made this 16 day of December, 1991, between LAVON P. FRONK, individually and as Personal Representative of the Estate of E. J. FRONK, of 1535 Conant, Burley, Idaho 83318, ("Grantor"), and PACIFIC HIDE AND FUR DEPOT, INC., a corporation, qualified to do business in Idaho, whose address is Box 1549, Great Falls, Montana, 59403, ("Grantee").

W I T N E S S E T H:

That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold and by these presents does grant, bargain and sell, convey and confirm unto the Grantee, and to the successors and assigns of Grantee forever, all of the following described real estate situated in the County of Cassia, State of Idaho, to-wit:

Lots 17, 18, 19, 20, 21 and 22 in Block 102 of the Burley Townsite, Cassia County, Idaho, as the same is platted in the official plat now of record in the office of the County Recorder of said County.

SUBJECT TO: 1992 and subsequent years taxes, levies and assessments; and a railroad right of way, if any, for the maintenance of a spur track.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in

PARSONS, SMITH, STONE & FLETCHER  
LAWYERS  
BURLEY, IDAHO

1 anywise appertaining, the reversion and reversions, remainder  
2 and remainders, rents, issues and profits thereof, and all  
3 estate, right, title and interest in and to said property as  
4 well in law as in equity of the Grantor.

5 TO HAVE AND TO HOLD, all and singular the above-  
6 mentioned and described premises, together with appurtenances  
7 unto the Grantee and to the successors and assigns of Grantee  
8 forever.

9 The Grantor shall and will warrant and by these  
10 presents will forever defend the said premises in the quiet and  
11 peaceable possession of the Grantee, and the successors and  
12 assigns of Grantee against all and every person and persons  
13 whomsoever lawfully claiming the same, except as aforesaid.

14 IN WITNESS WHEREOF, the Grantor has executed this Deed  
15 the day and year first above written.

16 Lavon P. Fronk  
17 Lavon P. Fronk

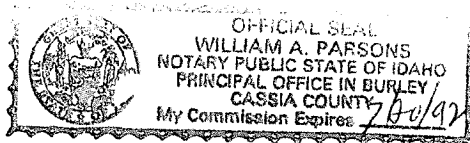
18 ESTATE OF E. J. FRONK

19 BY Lavon P. Fronk  
20 Personal Representative

21  
22 STATE OF IDAHO )  
23 County of Cassia ) ss  
24 )

25 On this 16 day of December, in the year of 1991,  
26 before me, the undersigned, a Notary Public in and for said  
State, personally appeared LAVON P. FRONK, known or identified  
to me to be the person whose name is subscribed to the within

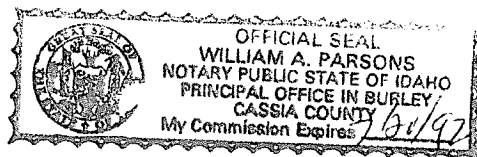
instrument, and acknowledged to me that she executed the same.



William A. Parsons  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires on \_\_\_\_\_

STATE OF IDAHO )  
County of Cassia ) ss

On this 16 day of December, in the year 1991,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared LAVON P. FRONK, known or identified  
to me to be the person whose name is subscribed to the within  
instrument as Personal Representative of the ESTATE OF E. J.  
FRONK, and acknowledged to me that she executed the same as such  
Personal Representative.



William A. Parsons  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires on \_\_\_\_\_

RECORDED IN THE OFFICE OF  
LAND TITLE & ESCROW  
FILE # 237  
DEC 16 2 56 PM '91  
CASSIA COUNTY, IDAHO  
FRANK E. HENNING  
RECORDED  
FEE 900  
LAND TITLE & ESCROW  
km

216575

# WARRANTY DEED

#42430

311226

For Value Received

**BRENT K. MALLORY, also known as BRENT MALLORY and TAMMY MALLORY,  
husband and wife**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

**PACIFIC HIDE & FUR DEPOT**

**Address:** P.O. Box 1549 Great Falls, MT 59403

Hereinafter called the Grantee, the following described premises situated in Cassia County, Idaho, to-wit:

**Lots 13, 14, 15 and 16 in Block 102 of the Burley Townsite, Cassia County, Idaho, as the same is platted  
in the official plat thereof, now of record in the office of the Recorder of said County.**

**ALSO:**

**Commencing at the Northeast corner of Lot 16 of Block 102 of the Burley Townsite as the same is platted  
in the official plat thereof, of record in the office of the County Recorder of Cassia County, Idaho;  
Thence West a distance of 87.6 feet;  
Thence in a Northeasterly direction a distance of 91.1 feet more or less to a point 21.9 feet due North of  
the point of beginning,  
Thence South 21.9 feet to the Point of Beginning.**

**TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.**

**SUBJECT TO:**

**All reservations in patents or deeds in the chain of title.**

**Taxes for 2006 and subsequent years, a lien, but not yet due or payable.**

**Any assessments levied, or to be levied, by the City of Burley.**

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: October 2, 2006

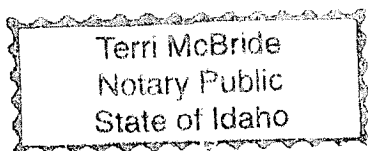
Brent Mallory  
BRENT MALLORY

Tammy Mallory  
TAMMY MALLORY

311226  
CASSIA COUNTY, IDAHO  
LARRY A. MICKELSEN  
RECORDER  
FEE 6.00 DEPUTY B  
2006 OCT 3 PM 2 17  
RECORDED AT THE REQUEST OF  
LAND TITLE & ESCROW

STATE OF IDAHO                    )  
  ) ss.  
COUNTY OF CASSIA            )

On this 2<sup>nd</sup> day of **October, 2006**, before me, the undersigned, a Notary Public in and for said State, personally appeared **BRENT MALLORY and TAMMY MALLORY**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



  
\_\_\_\_\_  
Notary Public

Residing at:  Rupert

My Commission expires:  2 5.08



265865

THIS FORM FURNISHED COURTESY OF:

ALLIANCE TITLE &amp; ESCROW CORP.

RECORDED AT THE REQUEST OF  
CASSIA COUNTY ABSTRACT  
99 NOV 8 AM 10 32

FEE

300 DEPUTY

CASSIA COUNTY, IDAHO  
DARRELL M. ROSKELLEY  
RECORDER

265865

SPACE ABOVE THIS LINE FOR RECORDING DATA

Order No. 13827 99-402

## DEED OF RECONVEYANCE

ALLIANCE TITLE & ESCROW CORP., successor by merger to AMERICAN LAND  
TITLE COMPANY, INC.Trustee in the deed of trust executed by PACIFIC HIDE & FUR DEPOT, A  
MONTANA CORPORATIONrecorded August 16, 1979, as Instrument No. 119337 Mortgage records of CASSIA  
County, Idaho, pursuant to the written request of the beneficiary, does hereby GRANT and RECONVEY unto the  
PARTIES ENTITLED THERETO, without warranty, all the estate and interest derived to it by or through said Deed  
of Trust, in the lands therein described. Said lands described as follows:

Lots 6, 7, 23 and 24 in Block 102 of BURLEY TOWNSITE ....

The corporate name subscribed by its authorized signatory, is pursuant to a resolution authorizing the  
execution of this reconveyance duly adopted by its Board of Directors.

Dated: November 03, 1999

ALLIANCE TITLE & ESCROW CORP.,  
successor by merger to AMERICAN  
LAND TITLE COMPANY, INC.

By

Bev Petersen, Asst. Secretary

STATE OF IDAHO  
COUNTY OF ADAOn this 3rd day of November, in the year of 1999, before me, the undersigned, a Notary  
Public in and for said State, personally appeared Bev Petersenknown or identified to me to be the Asst. Secretary of the corporation that  
executed the instrument or the person(s) who executed the instrument on behalf of said corporation, and acknow-  
ledged to me that such corporation executed the same.Signature: Teresa A. HopkinsName: TERESA A. HOPKINS

(type or print)

Residing at: MERIDIAN, IDAHOMy Commission Expires: December 13, 2002