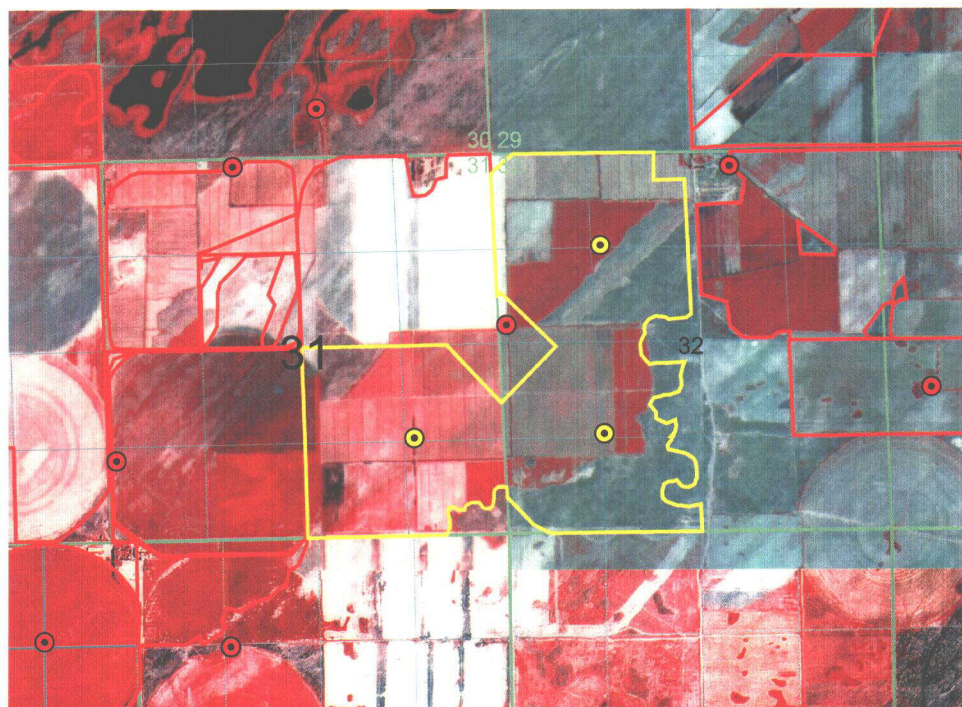


Idaho Department of Water Resources

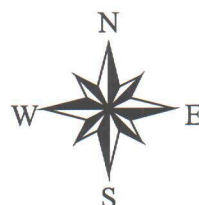
Water Rights 31-2307B, 31-2408B, 31-7095B

Township 7N Range 36E Section 31, 32



0 1320 Feet

-  Point of Diversion
-  Point of Diversion - Other Rights
-  Place of Use
-  Place of Use - Other Rights
-  Quarter-quarter Sections
-  Section Lines

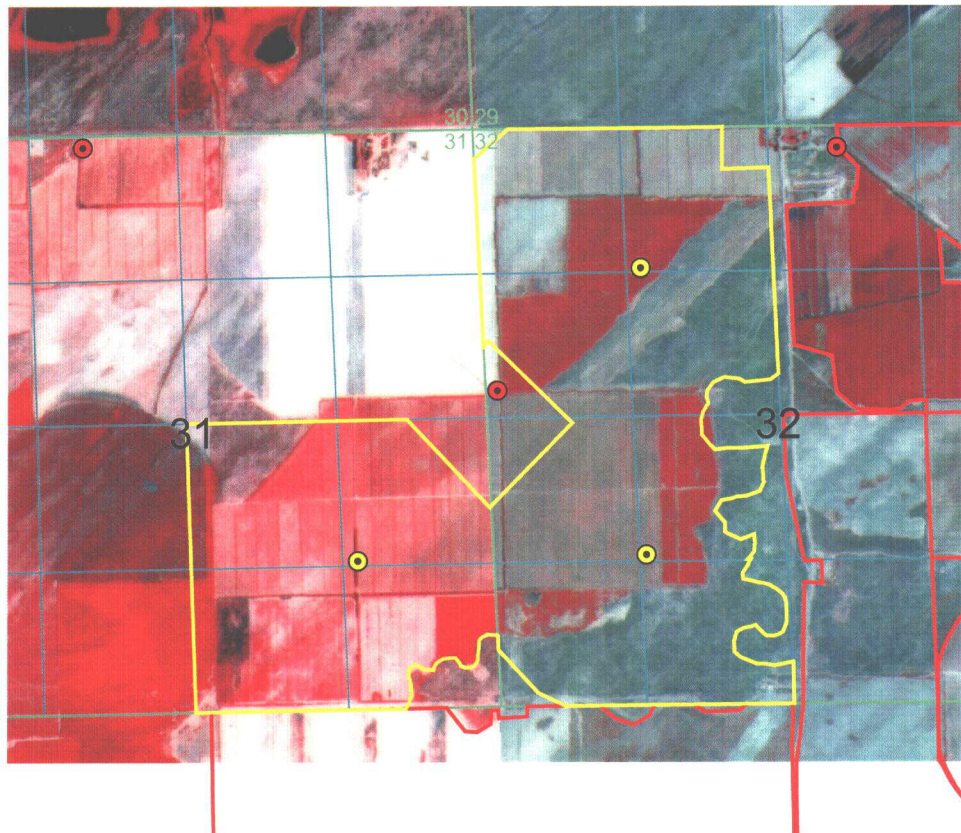


GIS Illustration prepared from 1987/1988 NAPP photography by B. Contor 12/2000

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right 31-07095B

Township 7N 36E Section 31, 32



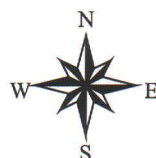
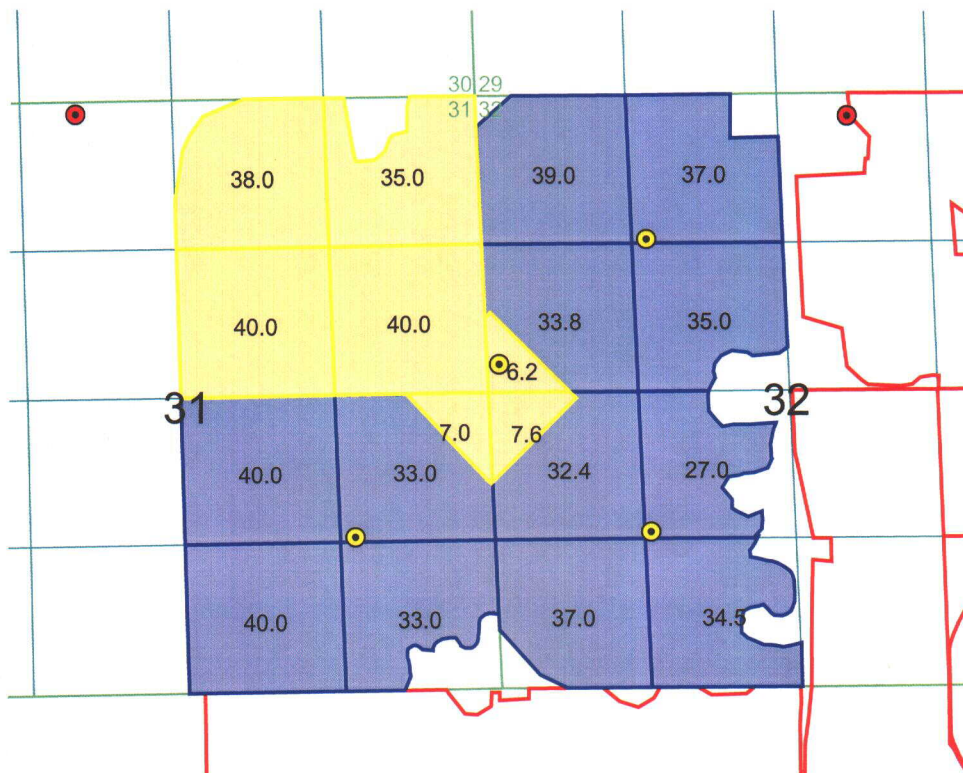
- Point of Diversion - This Water Right
- Point of Diversion - Other Water Rights
- Place of Use - This Water Right
- Place of Use - Other WR
- Sections
- Quarter-quarter Sections

0 1320 Feet



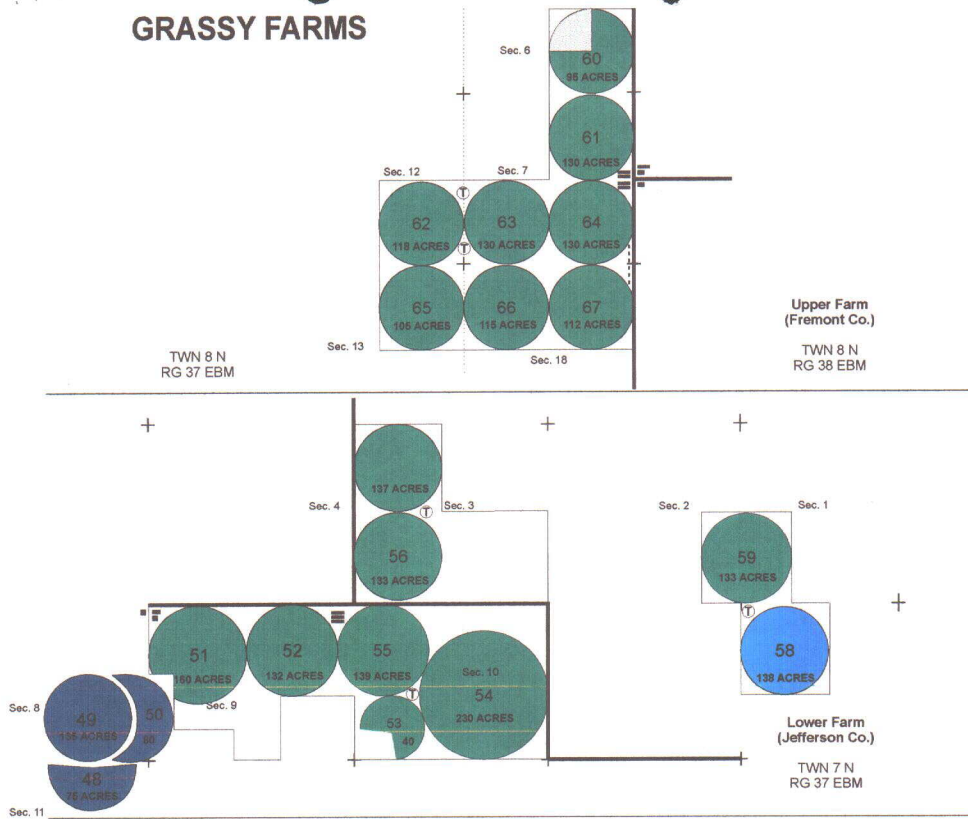
A31-02307, A31-02408, A31-07095 Splits by Change of Ownership

T 7N R 36E Sections 31, 32



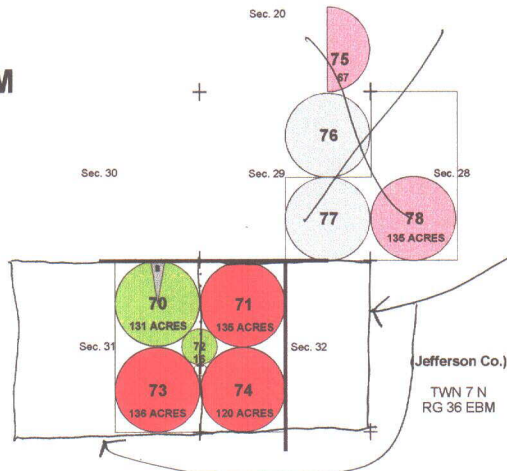
■ Perry Woodard - "A" Splits of Water Rights
■ Cornellison - Olson Partnership - "B" Splits of Water Rights

GRASSY FARMS



WOODARD FARM

- **R. FERGUSON**
2039 Acres
Lease exp. 12/07
- **COP**
407 Acres
- **B. ROBERTSON**
290 (405) Acres
Lease exp. 12/16
- **L. SHUPE**
202 Acres
- **G. SAUREY**
138 (160) Acres
Lease exp. 3/07
- **P. WOODARD**
131 (150) Acres
Lease exp. 2/00



SECTIONS
IN
QUESTION

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

WATER RIGHT NO. 31-7095B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CORNELISON - OLSEN PARTNERSHIP PO BOX 396 REXBURG, ID 83440 (208)356-4401
Original Owner	WOODARD FARMS LIMITED PARTNERSHIP
Original Owner	EST OF WILLIAM G WOODARD
Original Owner	WILLIAM GEORGE WOODARD HC 69 BOX 2150 HAMER, ID 83425 (208)662-5477

Priority Date: 04/22/1974
Basis: License
Status: Valid

Source Tributary to
GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/15	10/15	5.74 CFS	1003.8 AFA	
Total Diversion			5.74 CFS	1003.8 AFA	

Point(s) of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
07N	36E	32	SW NE SW		JEFFERSON
07N	36E	31	SW NE SE		JEFFERSON
07N	36E	32	SW NE NW		JEFFERSON

IRRIGATION Use:
Acre Limit: 286.8

Place(s) of use:

Place of Use Legal Description: IRRIGATION JEFFERSON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
07N	36E	31		NESE	33		SESE	33		NWSE	40		SWSE	40
		32		NENW	37		NWNW	39		SWNW	33.8		SENW	35
				NESW	27		NWSW	32.4		SWSW	37		SESW	34.5

Total Acres: 421.7

Conditions of Approval:

- C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Remarks:

1. Place of Use - Irrigation USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 421.7 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 31-2307B, 31-2408B, 31-7095B.
2. Quantity USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 6.95 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1476.0 AF. COMBINED RIGHT NOS.: 31-2307B, 31-2408B, 31-7095B.
3. Place of Use - Irrigation THIS RIGHT IS LIMITED TO THE IRRIGATION OF 286.8 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
4. Purpose of Use THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 AND AFTER OCTOBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Comments:

Author	Date	Subject	Comment
bcontor	12/1/00	recommendation	Per Transfer 5833, see paper copy in file 31-2307B. See also documentation in paper file A31-2307, electronic documentation in eCVR 31-2307A.

Dates:

Licensed Date:
 Claim Received Date: 11/18/1988
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Decreed Date:
 Date Filed with Court:
 Objection Filed Date:
 SF5 Filed:
 Special Master Recom Signed Date:

Element Reviewed/Verified Dates:

Element	Last Review Date	Reviewer	Last Verified Date	Verifier	Status
Summary	12/1/00 6:30:33 PM		12/1/00 6:30:33 PM	bcontor	Complete

Other Information:

Receipt Number(s):
 State or Federal: S
 Owner Name Connector: OR
 Overall Max Diversion Rate: 5.74
 Overall Max Diversion Volume: 1003.8
 Generic Max Rate per Acre:
 Generic Max Volume per Acre:
 Civil Case Number:
 Old Case Number:
 Decree Plaintiff:
 Decree Defendant:
 PresumptionFlag:
 Notice of Error Flag:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Cary Act Number:
 Mitigation Plan: False

Verification Log:

Element	Date Time Stamp	Reviewer	Log Text
POD	12/1/00 6:23:46 PM	bcontor	Edited PLS
POD	12/1/00 6:23:37 PM	bcontor	Edited point location
POD	12/1/00 6:22:14 PM	bcontor	Edited PLS
POD	12/1/00 6:21:55 PM	bcontor	Edited PLS
POD	12/1/00 6:21:44 PM	bcontor	Edited point location
POD	12/1/00 6:21:06 PM	bcontor	Edited point location

Summary

12/1/00 6:30:32 PM

bcontor

1. (NO) The basis of the claim is not beneficial use.
3. (NO) There is no indication that there has been a five year period of continuous nonuse that could result in a recommendation of forfeiture or partial forfeiture.
5. (NO) General remark was not required.
6. (NO) Explanatory remark was not required.
7. (YES) Additional condition was required.
8. (YES) Wanted to view the recommended right.
9. (NO) This is not a split right.
10. (NO) This is not a combined right.
11. (NO) Documents were not linked or attached to this file.
12. (YES) Set the verification date.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 31-7095B
Date Received: 11/18/88
Receipt No:
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

Name: CORNELISON - OLSEN PARTNERSHIP Phone: (208)356-4401

Address: PO BOX 396
REXBURG ID 83440

2. Date of Priority: 10/05/1973

3. Source: Unknown

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County
07N	36E	32	NW NW	JEFFERSON
07N	36E	32	NW SW	JEFFERSON
07N	36E	31	NW SE	JEFFERSON

5. Description of diverting works:

SEE REMARKS

SEE REMARKS

SEE REMARKS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	10/15	5.74	

7. Total Quantity Appropriated is:
5.74 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
07N	36E	31	NE	SE	IRRIGATION	33
			SE	SE	IRRIGATION	33
			NW	SE	IRRIGATION	40
			SW	SE	IRRIGATION	40
Section Acres						146
07N	36E	32	NE	NW	IRRIGATION	37
			NW	NW	IRRIGATION	39
			SW	NW	IRRIGATION	33.8
			SE	NW	IRRIGATION	35
			NE	SW	IRRIGATION	27
			NW	SW	IRRIGATION	32.4
			SW	SW	IRRIGATION	37
			SE	SW	IRRIGATION	34.5
Section Acres						275.7
Total Acres						421.7

11. Place of use in counties: JEFFERSON

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

*** SPLIT RIGHT FROM CHANGE OF OWNERSHIP 3/24/99 ESV. ORIGINALLY PAID UNDER RECEIPT E004183

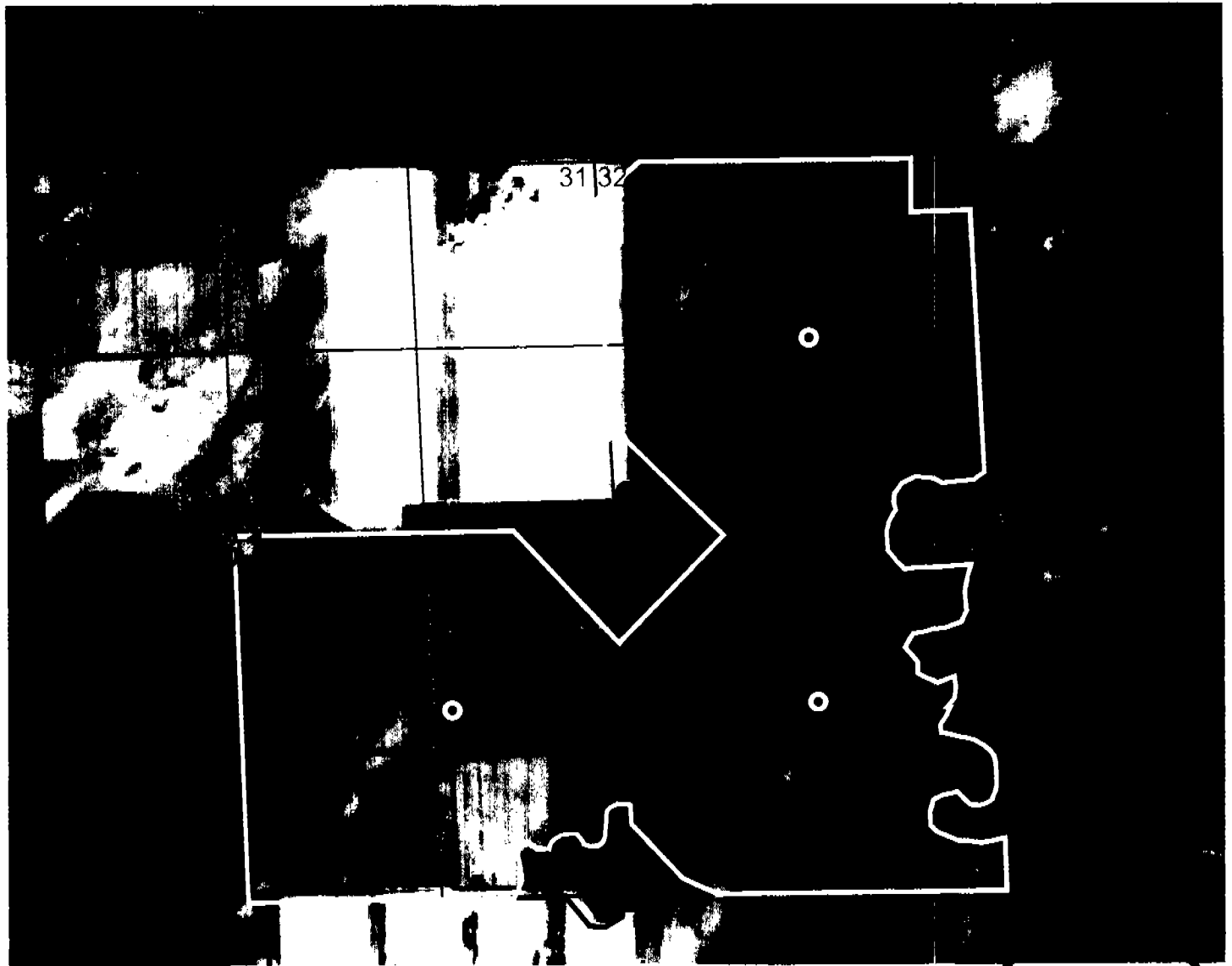
CLAIM ORIGINALLY FILED ON BASIS OF PERMIT. LICENSE HAS SINCE BEEN ISSUED, CLAIM AMENDED AND BASIS CHANGED PER LICENSE. CHANGE OF OWNERSHIP RE-DONE 8/2000 PER MORE CAREFUL READING OF DEED AND LICENSE. SOURCE NOT LISTED DUE TO SOFTWARE PROBLEMS. SOURCE SHOULD BE "GROUNDWATER." POD'S LISTED PER POST-1987 LICENSE, THOUGH GPS PUTS POD'S IN SLIGHTLY DIFFERENT LOCATIONS. BCONTOR 8/11/2000.

15. Basis of Claim: License

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right 31-07095B

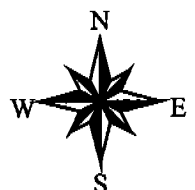
Township 7N 36E Section 31, 32



0 1320 Feet



- ⊙ Point of Diversion - This Water Right
- Point of Diversion - Other Water Rights
- Place of Use - This Water Right
- Place of Use - Other WR
- Sections
- Quarter-quarter Sections



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A31-07095B
Date Received: 11/18/1988
Receipt No: X777777
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: CORNELISON - OLSEN PARTNERSHIP 208-356-4401
Address: PO BOX 396
REXBURG ID 83440

2. Date of Priority: OCT 5, 1973

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
07N	36E	31	SE	SE	NE		JEFFERSON
			SW	NE	SE		JEFFERSON
		32	SW	NE	SW		JEFFERSON

5. Description of diverting works:
SEE REMARKS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	5.540		

7. Total Quantity Appropriated is:
5.540 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
07N	36E	31	NE	SE		IRR	33.0
			NW	SE		IRR	39.0

A3107095B



10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07N	36E	31	SW	SE		IRR	39.0
			SE	SE		IRR	37.0
			Section Acres				148.0
		32	NE	SW		IRR	33.0
			NW	SW		IRR	33.0
			SW	SW		IRR	33.0
			SE	SW		IRR	30.0
			Section Acres				129.0
			Total Acres				277.0

11. Place of use in counties: JEFFERSON

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

31-00262, 02624 SURFACE RTS. FOR PORTION OF POU

14. Remarks:

THREE WELLS ARE USED ON THIS SYSTEM. EACH WELLS PRIMARY FUNCTION IS TO EACH SUPPLY ONE CENTER PIVOT W/ WATER. PORTABLE MAINLINES ARE USED TO INTERCONNECT THE WELLS SO EACH WELL CAN BE USED TO COVER ENTIRE PLACE OF USE CLAIMED. HANDLINES ARE USED TO IRRIGATIE SOME CORNERS. WELL IN SESENE IS 150' W/ 100HP PUMP, WELL IN SWNESW 115' W/ 60HP PUMP AND WELL IN SWNESE 220' WELL W/ 75HP PUMP.

*** SPLIT RIGHT FROM CHANGE OF OWNERSHIP 3/24/99 ESV. ORIGINALLY PAID UNDER RECEIPT E004183.

15. Basis of Claim: PERMIT

Idaho Department of Water Resources

Water Rights 31-2307B, 31-2408B, 31-7095B

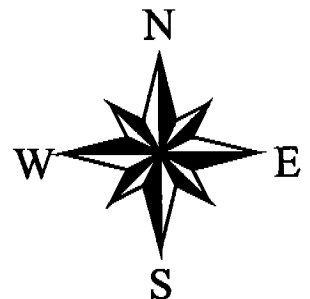
Township 7N Range 36E Section 31, 32



0 1320 Feet



- ⊙ Point of Diversion
- Point of Diversion - Other Rights
- Place of Use
- Place of Use - Other Rights
- Quarter-quarter Sections
- Section Lines



GIS Illustration prepared from 1987/1988 NAPP photography by B. Contor 12/2000

01/23/2001

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: March 9, 2001

Water right number: 31-7095b

CORNELISON - OLSEN PARTNERSHIP

PO BOX 396

REXBURG ID 83440

Telephone Number: (208)356-4401

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

XX I AGREE with this proposed recommendation. No changes need to be made.

DATE: 3-9-01

SIGNATURE: Scott Clawson

Please print your name: SCOTT CLAWSON, CORNELISON FARMS.

IDWR Regional Office, 900 N Skyline, Idaho Falls, ID 83402, 2085257161



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

July 24, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

Cornelison-Olsen Partnership
P.O. Box 396
Rexburg, Idaho 83440

Perry L. Woodard
P.O. Box 85
Hamer, Idaho 83425

Re: Adjudication Claims A31-02307A
 A31-02307B
 A31-02408A
 A31-02408B
 A31-07095A
 A31-07095B

Dear Water Users:

It appears from the records that you are the owners of the Adjudication Claims above, which arise from the original water rights of the Woodard Farms Limited Partnership lands in 7N 36E sections 31 and 32, in Jefferson County.

The original claim A31-07095 was filed based on a permit, for 405 acres. Since that time, a licensing examination has been performed and a license issued. The license was issued for 405 acres of irrigation within a 595.5 acre Permissible Place of Use. The intent of the licensing examiner was that this new license would be used in conjunction with original licenses 31-02307 and 31-02408 on the entire farm, four 1/4 mile center pivots and one mini pivot in the center of the farm. In fact, in 1994 the original owner received a letter from Idaho Department of Water Resources which stated:

"In order to properly reflect the irrigation system found in use, the descriptions on the two existing water licenses must also be changed. An Application for Transfer of the two older licenses has also been prepared and enclosed. By filing the transfer application, the rights will reflect the four wells and the entire land base irrigated from the wells."

This transfer was never filed.

Last year, the original adjudication claims A31-07095, A31-02307, A31-02408 were split by a Change of Ownership. Our records show Perry L. Woodard as the current owner of the "A" portions and Cornelison-Olsen Partnership as the current owner of the "B" portions of these claims.

While investigating these claims, I've come across some discrepancies which need to be corrected in order for me to make an accurate recommendation to the Snake River Adjudication Court. These are:

- 1) The split of the original claims needs to be adjusted to reflect the licensing information on 31-07095.
- 2) The split needs to be adjusted to reflect the mini-pivot that was retained by Perry Woodard.

- 3) Because the transfer contemplated by the licensing examiner was never filed, I cannot recommend an appropriate number of acres for the portion of the farm purchased by Cornelison-Olsen.
- 4) Because the transfer wasn't filed, I cannot recommend appropriate Points of Diversion for the splits of A31-02307 and A31-02408.

I will correct the first two items by adjusting the splits of the original claims. You will receive letters explaining this adjustment, and will have an opportunity to address concerns you may have with the new splits.

There are two possible approaches to correcting the last two items. One would be for Mr. Woodard and Cornelison-Olsen Partnership to jointly file the transfer that was originally contemplated when license 31-07095 was issued. This would give the best results but be the most difficult to accomplish, because of the need to coordinate with two different owners.

The other approach would be for Cornelison-Olsen Partnership to file an enlargement claim based upon A31-02307B and A31-02408B. This would allow me to recommend enough irrigated acres, and enough diversion rate, to authorize Cornelison-Olsen's current irrigation practices.

Following the issuing of Partial Decrees on these water rights, Mr. Woodard would need to file a formal transfer with the department to change the Point of Diversion and Place of Use of A31-02307A and A31-02408A. Cornelison-Olsen would need to file a formal transfer with the department to change the Point of Diversion and Place of Use of A31-02307B.

Please contact me at 525-7161 to set up an appointment to discuss these options, so that you may decide what you want to do. It will be easier to explain in person, when I can show you the maps and other documentation. I'd be glad to meet with Mr. Woodard and Cornelison-Olsen's representatives together, or separately, as suits you best.

Sincerely,

Bryce A. Contor
Senior Water Resource Agent

To: A31-02307 and splits
A31-02408 and splits
A31-07095 and splits
Fr: Bryce Contor
Date: 7/20/2000

Re: Transfer of 31-02307 and 31-02408, Permissible Place of Use

Cornelison-Olsen Partnership has purchased part of the original place of use of these water rights. Of the irrigated acres identified in license 31-07095, Woodard has 173.8 and Cornelison-Olsen has 421.7. WMD documents capacity of current systems as follows:

7N 36E 31 SESENE (Woodard)	1322 gpm	2.95 cfs
7N 36E 32 SWNESW (C-O)	963 gpm	2.15 cfs
7N 36E 32 NENENW (C-O)	802 gpm	1.79 cfs
7N 36E 31 SWNESE (C-O)	not measured	

Assuming 900 gpm (2.01 cfs) for the well not measured, Woodard's total capacity is 2.95 cfs and Cornelison's appears to be about 6.13cfs. Total capacity appears to be 9.08 cfs, just under the combined limitation of 9.81 cfs.,

The Adjudication Claims were split in 1999 by change of ownership, but this needs to be redone per a more careful reading of the legal description. Further, claim A31-07095 was initially based upon a permit and now needs to be amended in accordance with the license that was issued.

Also, it appears from the attached memos and letter from microfiche of 31-07095 that the post-1987 license was issued with the intent that a transfer be filed for the two older licenses, to combine all three into a permissible place of use, per attached GIS illustration #1. This transfer never occurred.

We are left to rely on transfer #2281, (1978), which assigned 31-02307 and 31-02408 to only part of the permissible place of use intended by the proposed transfer. The split of these rights is illustrated in attached GIS #2.

License 31-07095 imposed combined use limitations on these three rights. Splitting the two older licenses according to transfer #2281, and splitting 31-07095 and the limitations according to the permissible place of use of 31-07095, would result in the following:

<u>Item</u>	<u>Original</u>	<u>Woodard</u>	<u>Cornelison-Olsen</u>
31-02307/2408	206.0 acres	99.0 acres	107.0 acres
31-02307	1.82 cfs	0.87 cfs	0.95 cfs
31-02408	2.30 cfs	1.11 cfs	1.19 cfs
31-07095 PPU	595.5 acres	173.8 acres	421.7 acres
31-07095 limit	405.0 acres	118.2 acres	286.8 acres
31-07095	8.10 cfs	2.36 cfs	5.74 cfs
Cfs limit	9.81 cfs	2.86 cfs	6.95 cfs
Acre ft limit	2084.3 afa	608.3 afa	1476.0 afa

Considering the combined use limitations, this split leaves Cornelison-Olsen with authorization for 6.95 cfs vs. current capacity of about 6.13. However, Cornelison-Olsen has only $0.95 + 1.19 = 2.14$ cfs of the better-priority "older" rights, or about 0.005 cfs/acre.

Woodard is left with authorization for 2.86 cfs, vs. capacity of approximately 2.95. Of this, $0.87 + 1.11 = 1.98$ cfs is "older" rights, or about 0.011 cfs/acre.

Except for favoring Woodard with a better priority heirarchy, this split does allow adequate diversion rate for the current systems in place.

However, this split does not work on an acreage basis. While Cornelison-Olsen receives an adequate proportionate share of the Permissible Place of Use, the total of C-O's share of limitation acres and "older right" acres is only $286.8 + 107.0 = 393.8$ acres. This is not adequate.

If the transfer were filed to make this a permissible place of use, all of the rights would be split proportionally according to the split of the 595.5 acre permissible place of use. This would result in adequate acres and diversion rate for both parties, and an equal distribution of priority advantage:

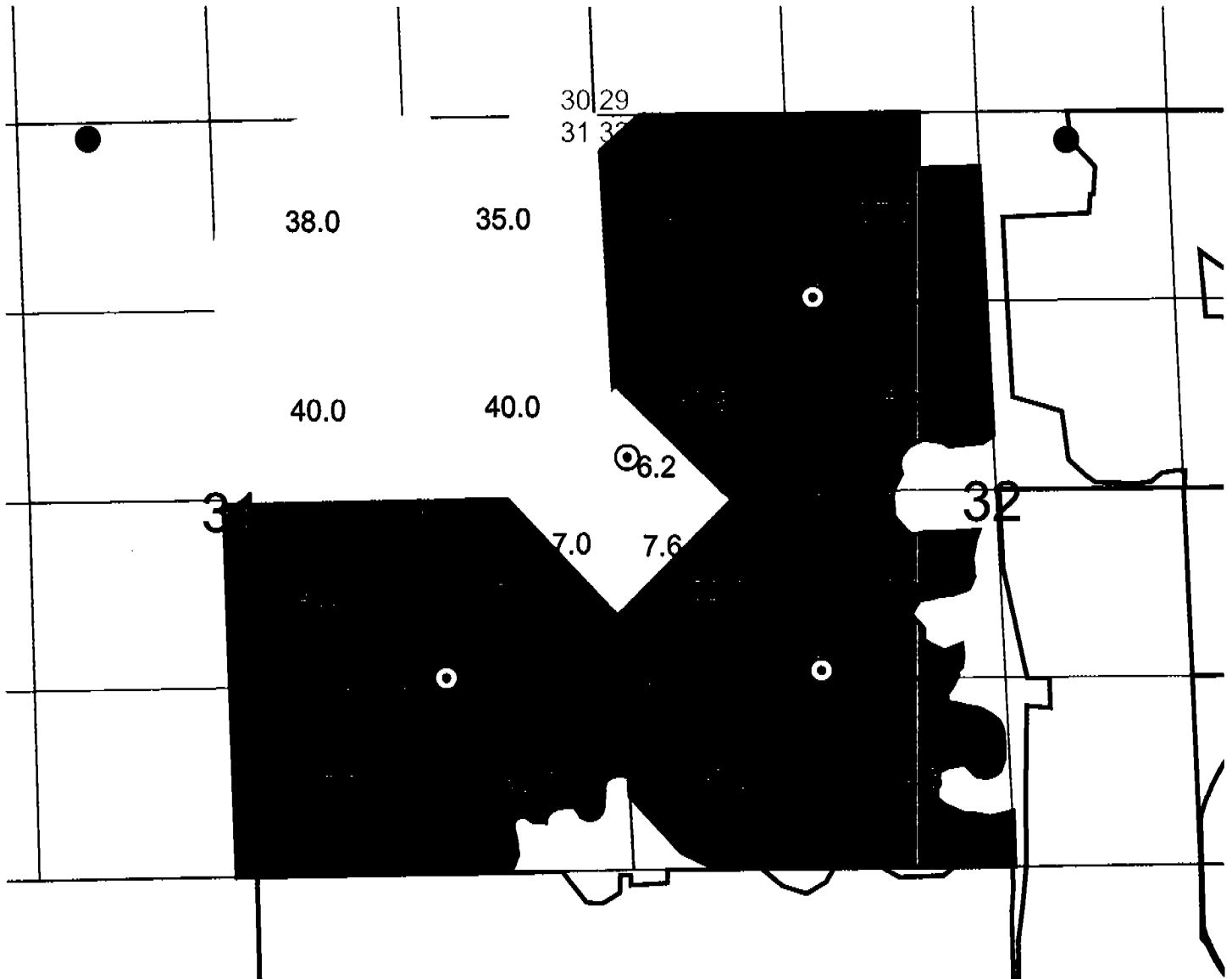
<u>Item</u>	<u>Original</u>	<u>Woodard</u>	<u>Cornelison-Olsen</u>
31-02307/2408	206.0 acres	60.1 acres	145.9 acres
31-02307	1.82 cfs	0.53 cfs	1.29 cfs
31-02408	2.30 cfs	0.67 cfs	1.63 cfs
31-07095 PPU	595.5 acres	173.8 acres	421.7 acres
31-07095 limit	405.0 acres	118.2 acres	286.8 acres
31-07095	8.10 cfs	2.36 cfs	5.74 cfs
Cfs limit	9.81 cfs	2.86 cfs	6.95 cfs
Acre ft limit	2084.3 afa	608.3 afa	1476.0 afa

I had considered submitting a letter to both claimants explaining the need for a formal transfer. The claimants would need to act together on this because it will involve water rights appurtenant to both properties.

After conferring with Harold Jones regarding the time that would be involved and the potential difficulties of coordinating this with the two claimants, I have decided to approach Cornelison-Olsen partnership regarding an enlargement claim of their portion of the two older rights. This will give them adequate acres and adequate diversion rate to authorize current practice.

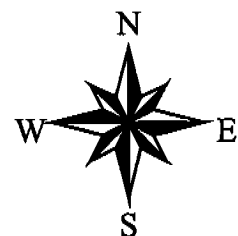
A31-02307, A31-02408, A31-07095 Splits by Change of Ownership

T 7N R 36E Sections 31, 32



Perry Woodard - "A" Splits of Water Rights

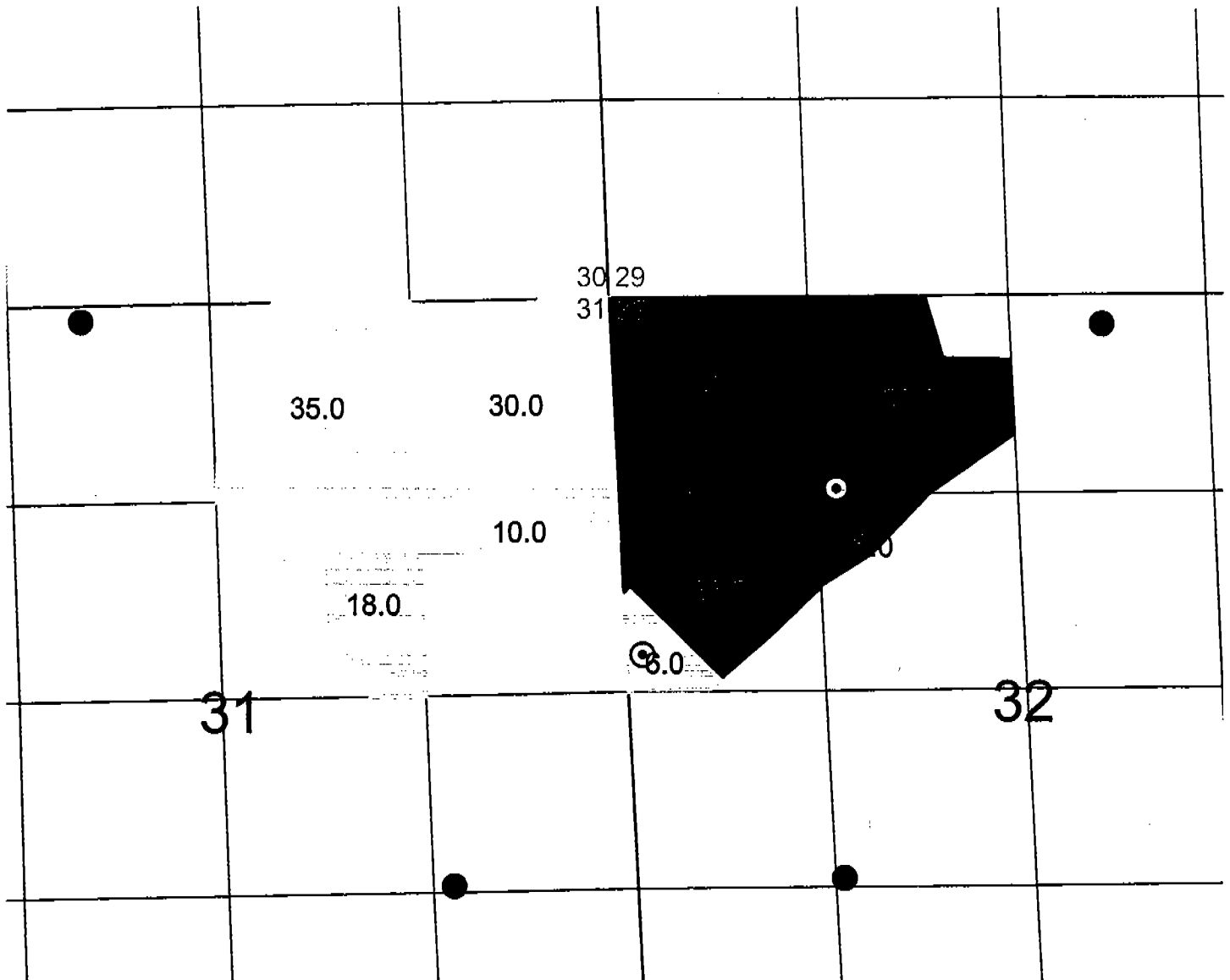
■ Cornelison - Olson Partnership - "B" Splits of Water Rights



Prepared 7/2000 by B. Contor

A31-02307, A31-02408 Splits by Change of Ownership

T 7N R 36E Sections 31, 32



Perry Woodard - "A" Splits of Water Rights

 Cornelson - Olson Partnership - "B" Splits of Water Rights

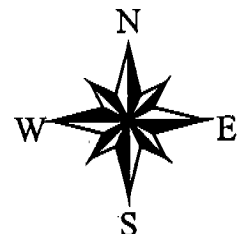


Illustration # 720 born Bae

Prepared 7/2000 by B. Contor

Contor, Bryce

From: Contor, Bryce
Sent: Wednesday, July 19, 2000 9:42 AM
To: Ciscell, Michael; Meyer, Paul
Subject: GCDB?

A deed I'm looking at contains the following in a metes and bounds description:

"Beginning at the Northeast corner of Section 31, Township 7 North, Range 36 E. B. M., thence S. 00° 35' 21" E. for a distance of 2628.44 feet to the true point of beginning, said point also being the East Quarter Corner (1/4) of Section 31..."

When I COGO the above, the place I end up is about 25 - 30 meters west of the East Quarter Corner as shown on our project GCDB.

For now, I'm just starting at our East Quarter Corner and following the rest of the metes and bounds description...

MEMORANDUM

TO: File 31-07095

FROM: Sharla

DATE: March 17, 1994 *af*

RE: License Review

I initially reviewed this permit for licensing some time ago. The SRBA claims which were filed on the two existing licensed rights for this system (A31-02307 and A31-02408) were filed as supplemental to 31-07095. Steve Clelland worked on these claims and I have had several discussions with him and Eric Verner.

As I have outlined on the attached maps, the two licensed rights covered the majority of lands irrigated by two pivots (shown in yellow). Eric thought it was more appropriate to consolidate the rights and show the place of use as covering an entire 40-acre tract and some corners as entered by Steve (shown in green).

The place of use recommended by the examiner for the newer permit took into consideration the overlap with the other rights as they had been licensed. Thus, only new acres were recommended for licensing.

Subsequent discussions with Eric led to his statement that Eastern would be willing to follow the lead of the State Office in the recommendations in the SRBA after the licensing of this permit. The intention at that time was to issue the license for the new acres, which would then require the SRBA claims to be changed back to the way they were originally licensed. To break convention at that point would have resulted in further confusion.

I have again pulled the file to finish licensing review, this time with a new approach. It seems that the most appropriate way to handle the place of use issue is to list the entire land base irrigated under the system (595.5 acres) and then limit (by condition) the right to the irrigation of 405 acres (as originally permitted) in a single irrigation season.

At the same time, it is appropriate to solicit a transfer application for the two licensed rights so that all points of diversion and the entire land base can be listed on them as well.

DO NOT MICROFILM
From WR License File Microfiche

31-07095

INTER-DEPARTMENT MEMO — 1

DATE

FROM *Ernie*

TO *File.*

SUBJECT - *Application for Amendment of Permit 31-7095 was filed in
conjunction with Application for Transfer 31-2307/31-2408,*

Ernie

SIGNATURE

DO NOT MICROFILM
From WR License File Microfiche

31-07095



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HUGGINS
DIRECTOR

April 11, 1994
~~March 24, 1994~~

Estate of William G. Woodard
c/o Perry Woodard
Hamer, ID 83425

RE: Water Right Nos. 31-02307, 31-02408 and 31-07095

Dear Mr. Woodard:

After a considerable amount of delay, Permit No. 31-07095 is in the final process of being licensed. During our review it was discovered that two older licenses, Nos. 31-02307 and 31-02408 are part of the same irrigation system. The irrigation system as inspected by our Departmental field examiner in 1989 (see attached map) is comprised of four wells serving four large pivots and one smaller pivot. The pivots cover a land base of nearly 600 acres. The older licenses cover 206 acres.

Before a license can be issued for Permit No. 31-07095, it must be amended to correspond with the findings of the field examiner, which are reflected on the attached map. The enclosed Application for Amendment contains information that will be included on the license when it is issued. The amendment reflects a change in the location of the points of diversion and place of use. The last page of the Application for Amendment contains a list of CONDITIONS/REMARKS proposed for the license when it is issued. These conditions/remarks may be modified upon further administrative review.

In order to properly reflect the irrigation system found in use, the descriptions on the two existing water licenses must also be changed. An Application for Transfer of the two older licenses has also been prepared and enclosed. By filing the transfer application, the rights will reflect the four wells and the entire land base irrigated from the wells. Both rights will still be individually limited to the number of acres originally licensed for each right.

Please review the enclosed applications and if you concur, sign the amendment and transfer and return with the filing fees (\$20.00 for the amendment and \$50.00 for the transfer) within 14 days.

DO NOT MICROFILM
From WR License File Microfiche

To: A31-07095 and splits
A31-02307 and splits
A31-02408 and splits
Fr: Bryce Contor
Date: 7/18/2000
Re: POU, Ownership split

A number of issues arise with these three rights:

1. POU of claim vs. License. (31-07095)

The original claim was filed for 405 acres, per the original permit. However, the license was issued in 1995 for 595.5 acres on a permissible place of use basis with licenses 31-02307 and 31-02408, based on a post-1987 transfer and post-1987 license exam and amended permit.

I've asked Ernie Carlsen for guidance (see attached e-mail). Unless instructed otherwise, I plan to treat the post-1987 license as an amendment to the claim, much as we do with post-1987 transfers. Because the claim has been split by change of ownership, each of the splits will have to be amended per the map in the licensing examiner's file.

2. Acre limitation (31-07095)

The difference in acres came about due to the field examiner's finding of an overlap of 31-07095 with the other two licenses. The claimant was invited to submit a transfer for the existing licenses and apply for an amended permit 31-07095 to adjust the water rights to fit what the examiner found in the field.

It is clear from the licensing exam that this was intended to be licensed on a permissible-place-of-use basis, and one of the conditions on the amendment was a 405 acre limitation on the use of 31-07095. However, neither this limitation nor a 595.5 acre combined limitation with the other rights was carried forward to the license.

Because this is a permissible place of use, and because of the clear intent of the licensing exam and the amended permit approval, I plan to recommend the standard acreage limitation and combined use acreage limitations of a permissible place of use.

3. Transfer limitations (31-02307 and 31-02408)

I have not examined the transfer that applied to 31-02307 and 31-02408. However, based on the above, I will recommend individual and combined use limitations to these rights consistent with what I recommend for 31-07095 splits.

4. Error in split (all)

The claims were split by change of ownership in March of 1999. It appears from the deed that parts of the NESE of section 31, the NWSW of section 32, and the SWSW of section 32 were retained by the seller. This is a mini-pivot in the center of the four original pivots. This interpretation matches the field map of the purchaser, found in A31-07095B and submitted with the Notice of Change of ownership.

However, our split of the water rights assumed the entirety of each quarter-quarter was conveyed to the new owner.

Per the attached e-mail, I plan to correct the splits and notify the owners.

5. GCDB discrepancy

The shapes were drawn by COGO in ArcView from the metes and bounds description in the deed, but the apparent location of the East Quarter Corner of Section 31 per the surveyor does not match the location of our GCDB. No matter how the shapes drawn on the ArcView project come out, the intent is to match the deed.

Contor, Bryce

From: Contor, Bryce
Sent: Wednesday, July 19, 2000 8:16 AM
To: Carlsen, Ernie
Subject: RE: A31-07095 post-87 license

Thank you.

I was planning to include the KO6 and E14. Those limitations are referred to in the licensing exam and even on the amended permit, but curiously they didn't make it all the way to the license.

-----Original Message-----

From: ~~Carlsen, Ernie~~
Sent: Wednesday, July 19, 2000 8:14 AM
To: Contor, Bryce
Subject: RE: A31-07095 post-87 license

Good Morning,

A license issued subsequent to the filing of an SRBA claim, based on permit, is recognized as an amendment to the claim without having to initiate an amendment by the claimant. In the case cited below be sure to include a POU1 K06 and E14 if appropriate.
Ernie

-----Original Message-----

From: Contor, Bryce
Sent: Tuesday, July 18, 2000 3:39 PM
To: Carlsen, Ernie
Subject: A31-07095 post-87 license

Claim A31-07095 was claimed for the permitted 405 acres. License 31-07095 was issued in 1995 on a permissible place of use basis with 31-02408 and 31-02307 on 595.5 acres.

Can I take the post-1987 license as an amended the claim, as if it were a transfer, or do I need to send out an amended claim?

The right has subsequently been split by change of ownership, so there would actually be two amended claims.

Thanks, Bryce

Contor, Bryce
From: Contor, Bryce
Sent: Wednesday, July 19, 2000 8:04 AM
To: Carlsen, Ernie
Cc: Crabtree, Jennifer
Subject: RE: A31-07095 post-87 license

The plot thickens.

From the deed, it looks like the original owners retained a mini pivot that involves a small corner of each of three of the quarter-quarters that were sold. In doing the change of ownership, we changed the entirety of each of these quarter-quarters to the new owner.

I'm guessing I should re-do the split per the deed, and send notice to the owners? If the license does constitute an amended claim, also make those changes before sending notice?

Thanks, Bryce

-----Original Message-----

From: Contor, Bryce
Sent: Tuesday, July 18, 2000 3:39 PM
To: Carlsen, Ernie
Subject: A31-07095 post-87 license

Claim A31-07095 was claimed for the permitted 405 acres. License 31-07095 was issued in 1995 on a permissible place of use basis with 31-02408 and 31-02307 on 595.5 acres.

Can I take the post-1987 license as an amended the claim, as if it were a transfer, or do I need to send out an amended claim?

The right has subsequently been split by change of ownership, so there would actually be two amended claims.

Thanks, Bryce



State of Idaho
DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

August 24, 1999

TODD CORNELISON
CORNELISON-OLSEN PARTNERSHIP
PO BOX 396
REXBURG ID 83440

RE: CHANGE IN OWNERSHIP FOR A31-02307, A31-02408,
A31-07095

Dear Mr. Cornelison:

The request for Change in Ownership for a portion of the above-referenced Notice(s) of Claim has been processed with the new Notice(s) reflecting you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim, the right was split as follows:

A31-02307A, 0.52 cfs on 44 acres, Woodard
A31-02307B, 1.30 cfs on 162 acres, Cornelison-Olsen

A31-02408A, 0.680 cfs on 44 acres, Woodard
A31-02408B, 1.620 cfs on 162 acres, Cornelison-Olsen

A31-07095A, 2.56 cfs on 128 acres, Woodard
A31-07095B, 5.54 cfs on 277 acres, Cornelison-Olsen

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if you have other corrections or questions, please contact this office.

Respectfully submitted,

Jennifer Hoagland
Technical Records Specialist

Enclosure

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

1. Water Right No(s).: A 31 - 07095 - A ^{WOODARD FARMS}
Adjudication Claim No(s).: B CORNELISON - OLSEN
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant WOODARD FARMS LIMITED PARTNERSHIP
HC 69 BOX 2150 HAMER, ID 83425
4. New Owner/Claimant(s) ~~HAMER, ID. 83425~~ CORNELISON - OLSEN PARTNERSHIP
New Mailing Address P.O. BOX 396
City, State and ZIP Code REXBURG ID. 83440
New Telephone Number (208) 356-4401
5. Date you acquired the property _____
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate 277 Number and type of stock Ø
Diversion rate in CFS 5.54 Number of homes Ø Other uses Ø
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Todd L Cornelison Date 3/18/99
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township 7 N Range 36 E
 Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt Lot _____, BM.
 Lot _____, Block _____, Subdivision/Townsite _____
 If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s) Assigned by IDWR: A31-07095 2307
2408
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Woodard Farms
Box 85
- ☐ New Owner/Claimant (Purchaser): Hamer Id 83425
10000 1st St, Boise, ID 83725
- ☐ New Mailing Address: Box 17
Hamlet Id 83440
- ☐ New Telephone Number: () _____ - _____
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? X yes no
 If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: _____

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☐ Signature of New Owner/Claimant(s) James L. Hamer Date _____
James L. Hamer Date _____
- ☐ Signature of Former Owner/Claimant(s) Woodard Farm Date _____
Perry L. Woodard Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
 Copies to Former Owner and New Owner

Note to County Recorder:

This instrument is intended to also constitute a fixture filing and is to be indexed as a fixture filing.

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS INDENTURE is made this 10th day of May, 1994, between CORNELISON & OLSEN PARTNERSHIP, "MORTGAGOR" and SHIRLEY K. MAINS a/k/a SHIRLEY K. DAVIS, a single woman, JAMES CLYDE WOODARD, a married man dealing with his sole and separate property, and ELIZABETH C. KREUTZER, a married woman dealing with her sole and separate property, referred to collectively as "MORTGAGEE". Mortgagee's address is c/o Shirley Davis, Box 8007, Marysville, California, 95901.

RECITALS

- a. Mortgagor has purchased the following described real property and equipment from Mortgagee.
- b. Pursuant to the terms of a Contract of Sale, Mortgagee is obligated to pay Mortgagor the sum of THREE HUNDRED SEVENTY-FIVE THOUSAND THREE HUNDRED EIGHTY and 00/100THS DOLLARS (\$375,380.00) according to the terms of a Promissory Note.
- c. The real property subject to this Mortgage is described as follows:

TRACT I:

31-072958
A parcel of land situated in Jefferson County, State of Idaho, Township 7 North, Range 36 East of the Boise Meridian, Section 32 more particularly described as follows: The West Half (W 1/2) of Section 32, Township 7 North, Range 36 E.B.M.

EXCEPTING: Beginning at the North Quarter corner (N 1/4) of Section 32, Township 7 North, Range 36 E.B.M., said point being the true point of beginning, thence S 00°53'05" E. for a distance of 248.00 feet; thence S. 89°56' 29" W. for a distance of 55.00 feet; thence N. 00°53'05" W. for a distance of 30.00 feet; thence S. 89°56'29" W. for a distance of 145.00 feet; thence N. 00°53'05" W. for a distance of 218.00 feet; thence N. 89°56'29" E. for a distance of 200.00 feet to the true point of beginning.

272557
Microfilm No. _____
16 Day _____ 19 94
At _____ 343 _____ O'Clock _____ M
CONNIE M. KELLER
Jefferson Co., Recorder
Fee \$ 20.00 SK Deputy
Recorded at Request of
G L R

EXCEPTING: Beginning at the Northwest corner of Section 32, Township 7 North, Range 36 E.B.M., thence S. 00°35'21" E. for a distance of 1913.16 feet to the true point of beginning, thence N. 44°37'16" E. for a distance of 62.58 feet; thence S. 45°35'21" E. for a distance of 1074.00 feet; thence S. 44°24'39" W. for a distance of 1074 feet; thence N. 45°35'21" W. for a distance of 62.81 feet; thence N. 00°35'21" W. for a distance of 1430.37 feet; to the true point of beginning.

583.13 m
1907 m
327.36 m
19.14 m
435.98 m

TRACT II:

31-70968 → A parcel of land situated in Jefferson County, State of Idaho, Township 7 North, Range 36 East of the Boise Meridian, Section 31 more particularly described as follows: The Southeast Quarter (SE1/4) of Section 31, Township 7 North, Range 36 E.B.M.

801.15 meters
EXCEPTING: Beginning at the Northeast corner of Section 31, Township 7 North, Range 36 E.B.M., thence S. 00°35'21" E. for a distance of 2628.44 feet to the true point of beginning, said point also being the East Quarter corner (1/4) of Section 31, Township 7 North, Range 36 E.B.M., thence S. 00°35'21" E. for a distance of 715.09 feet; thence N. 45°35'21" W. for a distance of 1015.14 feet; thence N. 89°37'40" E. for a distance of 717.81 feet to the true point of beginning. 217.96 meters
218.79 meters
309.4 meters

TOGETHER with all and singular tenements, hereditaments, rights, rights-of way, easements, privileges, appurtenances thereunto belonging, or in any way appertaining thereto; all rents, issues, profits, damages, royalties, revenues, benefits therefrom; all trees, timber, fences; all buildings, improvements, fixtures, and silos, (whether or not any of same are annexed thereto); all irrigation equipment and machinery including without limitation sprinklers, circles, systems, pumps, pipes, engines, motors, wells, casings, and all appurtenances thereto; all water, water rights, ditches, aqueducts, appropriations and franchises upon, leading to, connected with or had and enjoyed in connection with the aforesaid property and each and every part thereof, whether represented by shares of capital stock in any ditch or irrigation water company or by individual ownership or otherwise, or which may be acquired by the MORTGAGOR during the existence of this mortgage and used in connection with said real property or any part thereof.

d. The personal property subject to this mortgage includes all personal property and fixtures on the above-described premises, including, but not limited to, the irrigation system which consists of, in part, the following:

(3) Gifford Hill center pivot sprinkler systems, including pump, panel, motor and all related equipment. Said sprinkler equipment includes the following pumps:

1. U.S. 60 HP
R6234-04938R2118557
2. U.S. 75 HP
RC326-05-166 R328-7254
3. US 60 HP
R 6234-O4-938

e. This mortgage covers all after acquired property of the types and classes described and mentioned in this paragraph, without limitation, irrigation items, fixtures, water stock, water rights, whether now or hereafter situated, located, appurtenant to or placed on the above described real property and all substitutions, renewals or replacements of said irrigation items, etc.

f. All of the foregoing shall be referred to hereinafter as the "Premises".

A G R E E M E N T

MORTGAGOR hereby covenants and agrees:

1. That MORTGAGOR is lawfully seized of the fee simple title in and to the Premises, that MORTGAGOR has a good right to grant and convey the same, that the lien of this mortgage is a first, prior and superior lien and encumbrance on the Premises, and that MORTGAGOR hereby warrants and will defend fee simple title thereto against the lawful claims of all persons.

2. To pay the principal amount of Three Hundred Seventy-Five Thousand Three Hundred Eighty and 00/100ths DOLLARS (\$375,380.00), with interest thereon, according to the terms of a certain Note of even date herewith, executed by MORTGAGOR with said principal and interest accruing thereon to be paid in installments according to the terms of such Note. Final payment is due on or before January 10, 2014.

3. To pay:

(a) Before delinquent, all taxes and assessments of every type or nature affecting said Premises (including ditch, canal, reservoir, or other water charges, taxes or assessments).

(b) All other charges and encumbrances which may now or shall hereafter be, or appear to be, a lien prior to the lien of this Mortgage;

(c) All taxes upon this Mortgage or on the interest of MORTGAGEE herein, or upon the note or debt secured hereby; provided, however, that the total amount so paid for

any such taxes pursuant to this subparagraph (c) together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Idaho. In the event of the enactment of any law imposing payment of all or any of the taxes aforesaid upon MORTGAGEE, or upon the rendering by any court of a decision that the undertaking by MORTGAGOR, as herein provided, to pay any tax or taxes, is legally inoperative, then and in any such event the debt hereby secured, without any deduction, shall, at the option of MORTGAGEE, become immediately due and payable, notwithstanding anything contained herein or any law heretofore enacted or hereafter enacted.

4. ~~To provide and maintain insurance covering all buildings, structures and improvements, now situated or which hereafter may be erected or placed upon the Premises, and all personal property in which MORTGAGEE has a security interest pursuant to the terms of this instrument, against loss or damage by fire and such other hazards as the MORTGAGEE may from time to time require and against which insurance is written, at the time of such requirement, whether or not such insurance is now written, all of such insurance to be in forms, in companies, and in sums (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) satisfactory to MORTGAGEE, a certificate of each policy to be held by MORTGAGEE and to be for the benefit of and first payable in case of loss to said MORTGAGEE; and at least fifteen (15) days before the expiration of each such policy to deliver to the MORTGAGEE a new and sufficient policy to take the place of the one so expiring; it is agreed that in the event of a loss, the amount collected under any policy of insurance on The Premises may, at the option of MORTGAGEE, be applied by MORTGAGEE upon any indebtedness and or obligation secured, and in such order or manner as MORTGAGEE may determine; or said amount or any portion thereof, at the option of MORTGAGEE, either may be used in replacing or restoring the improvements partially or totally destroyed to a condition satisfactory to MORTGAGEE, or be released to the MORTGAGOR in either of which events, the MORTGAGEE shall not be obligated to see to the proper application thereof; nor shall the amount so released or used be deemed a payment of any indebtedness secured hereby. Such application, use and/or release shall not cure or waive any default. The MORTGAGOR hereby appoints MORTGAGEE irrevocable attorney of the MORTGAGOR to assign each such policy in the event of the foreclosure of this Mortgage or other transfer of the title to the Premises in extinguishment, in whole or in part, of the debt secured hereby.~~

5. To keep fences, irrigation facilities and other improvements on the Premises in good condition and repair, and not to commit or permit waste or strip thereof; not to remove nor permit the removal of any timber, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or topsoil without the prior written consent of MORTGAGEE; not to remove or demolish, nor alter or impair the design or structural character of any building, fixture, equipment, fence, canal, well or other improvements now or hereafter situated upon the Premises, without the prior written consent of MORTGAGEE and not to do or permit any other act or thing that will damage the Premises or cause the same to depreciate in value.

6. That all of the following are hereby assigned to the MORTGAGEE:

All of the rents, issues and profits of The Premises are hereby assigned to MORTGAGEE as further security for the payment of the indebtedness and performance of

the obligations, covenants, promises and agreements secured hereby. In case default be made in payment of any indebtedness secured hereby or in performance of any of MORTGAGOR'S agreements herein contained, MORTGAGEE shall be entitled at any time without notice, in its sole discretion, either by its agents, attorneys, employees, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, to enter upon and take possession of the Premises or any part thereof, and to do and perform any act that MORTGAGEE may deem necessary or proper to conserve the value thereof, and to collect and receive all rents, issues and profits thereof, including those past due and unpaid as well as those accruing thereafter. MORTGAGOR further agrees that MORTGAGEE may also take possession of, and use any and all personal property contained in the Premises and used by MORTGAGOR in the operation, rental or leasing of the Premises, or any part thereof. MORTGAGEE may, at its option, apply all such rents, issues and profits collected or received by it in the manner heretofore specified in respect of insurance as provided in this mortgage. The expense (including receivers' fees, if any, and compensation to any agent appointed by MORTGAGEE, and counsel fees and costs and disbursements) incurred in taking possession and effecting such collection, shall be deemed a portion of the expense of this mortgage secured hereby. Neither the entering upon and taking possession of the Premises nor the collection of such rents, issues and profits and the application or release thereof as aforesaid, shall cure or waive any default. Said rents, issues and profits may be applied upon any indebtedness and/or obligation secured hereby in such order or manner as MORTGAGEE may desire or determine.

7. That all money and awards payable as damages and/or compensation for the taking of title to or possession of, or for damage to any portion of the Premises by reason of any condemnation, eminent domain, change of grade, or other proceeding shall, at the option of the MORTGAGEE, be paid to the MORTGAGEE, and such moneys and awards are hereby assigned to MORTGAGEE, and judgment therefor shall be entered in favor of MORTGAGEE, and when paid shall be used, at its option, toward the payment of any indebtedness or obligation secured hereby in such order or manner as MORTGAGEE may desire or determine, or shall be used at its option, for payment of taxes, assessments, repairs or other items for the payment of which this Mortgage is given as security, whether the same be then due or not, and in such order or manner as MORTGAGEE may determine, and any amount not so used shall be released by the MORTGAGEE to the MORTGAGOR. Such application or release shall not cure or waive any default or foreclosure proceedings.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Premises, and not to suffer or permit any act to be done in or upon the Premises in violation thereof.

9. That upon MORTGAGOR'S failure to comply with the covenants and agreements contained in this Mortgage, MORTGAGEE, without prejudice to any rights given herein, may make advances to perform the same in behalf of the MORTGAGOR, and the MORTGAGOR hereby agrees to repay all sums so advanced, on demand, with interest from the date advanced at the rate of ten percent (10%) per annum or the highest lawful rate permitted by contract under applicable

law, whichever is lesser, and all sums so advanced with interest as aforesaid until paid by MORTGAGOR, shall be immediately due and payable and be added to and become a part of any indebtedness or obligation secured hereby in such manner or order as MORTGAGEE may desire or determine having the benefit of the lien hereby created as a part thereof, and of its priority, but no such advances shall be deemed to relieve MORTGAGOR from any default hereunder or impair any right or remedy consequent thereon, and the exercise of the rights to make advances granted in this paragraph shall be optional with MORTGAGEE and not obligatory, and MORTGAGEE shall not in any case be liable to MORTGAGOR for failure to exercise any such right.

10. That acceptance by MORTGAGEE of any sum in payment or part payment of any indebtedness secured hereby, after the same is due or after foreclosure proceedings are filed, shall not constitute a waiver of the right to require prompt payment when due, of all other sums so secured, nor shall such acceptance cure or waive any remaining default or invalidate any foreclosure proceedings for any such remaining default, or prejudice any of the rights of MORTGAGEE under this Mortgage.

11. That without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Mortgage, or the priority thereof upon any property not then or theretofore released as security, for the full amount of all unpaid obligations, MORTGAGEE may from time to time and without notice: Release any person so liable, extend the maturity or alter any of the terms of such obligation, or grant other indulgences, release or cause to be released at any time at MORTGAGEE'S option any parcel or portion or all of the Premises, take or release any other or additional security for any obligations herein mentioned, and/or make composition or other arrangements with debtors in relation thereto. If the MORTGAGEE at any time holds any additional security for any obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same at its option, either before or concurrently therewith or after a sale is made hereunder. In the event that the ownership of the Premises or any part thereof, becomes vested in a person or entity other than the MORTGAGOR, MORTGAGEE may deal with such successor or successors in interest with reference to this mortgage and the debt secured hereby in the same manner as with MORTGAGOR, without in any way diluting or discharging MORTGAGOR'S liability hereunder, or upon the debt secured hereby.

12. That the MORTGAGEE is authorized by itself, its agents or workmen, to enter at any time upon the Premises and the improvements thereon situated for the purpose of inspecting the same, and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage.

13. That if any provisions hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Mortgage.

14. With respect to any personal property or fixtures herein described this Mortgage shall constitute a Security Agreement between MORTGAGOR and MORTGAGEE. MORTGAGEE shall have all of the rights conferred upon secured parties by the Idaho Uniform Commercial Code, as amended, as to this property. This Mortgage, as a Financing Statement, covers the following types

of property: Goods that are, or are to become, fixtures as more fully described herein, and related to the real property described herein, and it is intended that as to those goods and the proceeds thereof, this Mortgage shall be effective as a Financing Statement filed as a fixture filing from the date of its filing for record in the Real Estate Records of the county in which the land is located. Until this Mortgage is released or satisfied of record, MORTGAGOR agrees, if requested by MORTGAGEE to execute one or more Financing Statements covering such personal property, in the manner and form required by law and to the satisfaction of MORTGAGEE. On demand, MORTGAGOR will promptly pay all costs and expenses of filing Financing Statements, continuation statements, partial releases and termination statements deemed necessary or appropriate by MORTGAGEE to establish and maintain the validity and priority of the security interest of MORTGAGEE or any modification thereof, and all costs and expenses of any searches reasonably required by MORTGAGEE. MORTGAGEE may exercise any or all of the remedies of a secured party available to it under the Idaho Uniform Commercial Code, as amended, with respect to such personal property. If upon default MORTGAGEE should proceed to dispose of the collateral in accordance with the provisions of the Idaho Uniform Commercial Code, as amended, ten (10) days' notice by MORTGAGEE to MORTGAGOR shall be deemed to be reasonable notice under any provision of the Idaho Uniform Commercial Code, as amended, requiring such notice; provided, however, that MORTGAGEE may at its option dispose of the collateral in accordance with MORTGAGEE'S rights and remedies in respect of the real property pursuant to the provisions of this Mortgage in lieu of proceeding under the Idaho Uniform Commercial Code, as amended. MORTGAGOR hereby warrants, represents and covenants as follows:

(a) The Personal Property is not used or bought for personal, family or household purposes.

(b) The Personal Property will be kept on or at the real property described herein and MORTGAGOR will not remove the Personal Property from the real property without the prior written consent of MORTGAGEE, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by MORTGAGOR.

15. That this Mortgage shall be construed according to the laws of the State of Idaho.

16. The failure of MORTGAGEE to insist upon the strict performance of any of the covenants or agreements of MORTGAGOR contained in this Mortgage, or the delay by MORTGAGEE in the enforcement of any of its remedies herein upon any default of MORTGAGOR, shall never constitute a waiver of any requirement or obligation of MORTGAGOR or right or remedy of MORTGAGEE contained in or based upon said covenants or agreements.

17. If the Note is paid in accordance with its terms and if all of the covenants herein contained are performed, then this Mortgage shall be released in due form at the expense of MORTGAGOR.

18. (a) The following or any of them constitute an event of default under the terms of this Mortgage:

(1) If MORTGAGOR shall fail to make payment of the amounts set forth herein or to perform any other term, covenant or condition of this Mortgage or the related documents following thirty (30) days written notice of default sent from MORTGAGEE to MORTGAGOR in the manner specified herein, which notice shall specify MORTGAGOR's default.

(2) If MORTGAGOR shall commit any act of bankruptcy or be adjudged bankrupt or insolvent as defined by the federal bankruptcy laws, or shall suffer the continuance of any bankruptcy or insolvency proceedings under any law for a period in excess of thirty (30) days, shall make an assignment for the benefit of creditors or apply for, consent to, or suffer the appointment of a receiver, trustee, or liquidator of his business or of all or a major portion of his assets, or should any governmental agency or court of competent jurisdiction assume custody or control of any substantial part of his assets, the MORTGAGEE may declare such event a breach and a default.

(b) Upon any such default the MORTGAGEE may immediately cause this Mortgage to be foreclosed in the manner prescribed by law, and, upon the commencement of foreclosure proceedings shall be entitled to have a Receiver appointed, to take possession and charge of the mortgaged Premises during the pendency of said foreclosure proceedings and during the redemption period, to rent the same and receive and collect the rents, issues and profits thereof, under direction of the court. Any amount so collected by such Receiver shall be applied under direction of the court upon the costs and expenses of Receivership, expense of insurance on the improvements, expenses of management, expenses of repairs and maintenance, taxes, assessments and on the mortgaged indebtedness. The Premises may be sold in one parcel as an entirety, or in such parcels, manner or order as MORTGAGEE in its sole discretion may elect, and MORTGAGEE shall have the right and option to bid at any foreclosure sale and if it is the successful bidder and acquires the Premises, such bid shall be credited against the entire claim of MORTGAGEE. The MORTGAGEE may proceed under the provisions of the Uniform Commercial Code as adopted in Idaho as to the personal property, or the MORTGAGEE may proceed as to both real and personal property in accordance with its rights and remedies in respect of the real property.

19. The MORTGAGOR hereby agrees in the event of foreclosure or other action by MORTGAGEE to enforce this Mortgage, to pay such reasonable attorney fees as are authorized by law, including any and all attorney fees incident to any litigation relating to or affecting the amount due under the Note or this Mortgage by any action or participation in, or in connection with, a case or proceeding under the Bankruptcy Code, or any successor statute thereto, together with the costs of title insurance and all court costs, which fees and costs are also secured hereby.

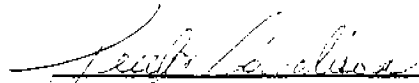
20. The terms MORTGAGOR and MORTGAGEE wherever used in this instrument shall be construed to include heirs, legatees, devisees, executors, administrators, successors and assigns where the context may require or permit and the covenants and agreements herein contained shall

bind and inure to the benefit of said MORTGAGOR and MORTGAGEE and their respective heirs, executors, administrators, successors and assigns, and the terms MORTGAGOR and MORTGAGEE shall include singular and plural, regardless of gender. This mortgage and the note which it secures is assignable by MORTGAGEE, but not by MORTGAGOR.

21. MORTGAGOR warrants that all chemicals used in farm operations shall be used in keeping with the appropriate label restrictions pertaining to such chemicals. MORTGAGOR warrants that MORTGAGOR shall not install any underground petroleum or other underground tanks on the premises. MORTGAGOR warrants that MORTGAGOR shall not allow or cause to be introduced, generated, treated, stored, handled, or otherwise release on the premises any hazardous substance, toxic waste or petroleum product which could be required by any governmental authority to be removed, remediated or otherwise cleaned up under any applicable environmental law. The term environmental law includes all federal, state and local statutes governing environmental quality, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time ("CERCLA"), the Resource Conservation Recovery Act, as amended from time to time ("RCRA"), and the Toxic Substances Control Act, as amended from time to time ("TSCA").

22. MORTGAGOR shall keep perfected all State of Idaho water permits, licenses, or water company stock covering water from all irrigation sources which are used in connection with the irrigation of the premises.

CORNELISON & OLSEN PARTNERSHIP

By: 
Keith Cornelison

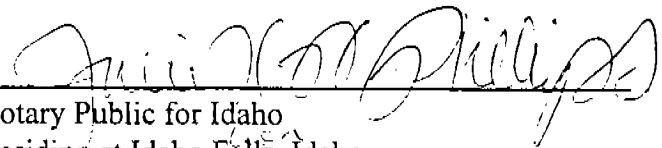
By: 
Ronald Olsen
MORTGAGOR

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 10th day of May, in the year of 1994, before me, the undersigned, a notary public, in and for said State, personally appeared KEITH CORNELISON and RONALD OLSEN, known or identified to me to be the partners in the partnership of CORNELISON & OLSEN, an Idaho Partnership, and the partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

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

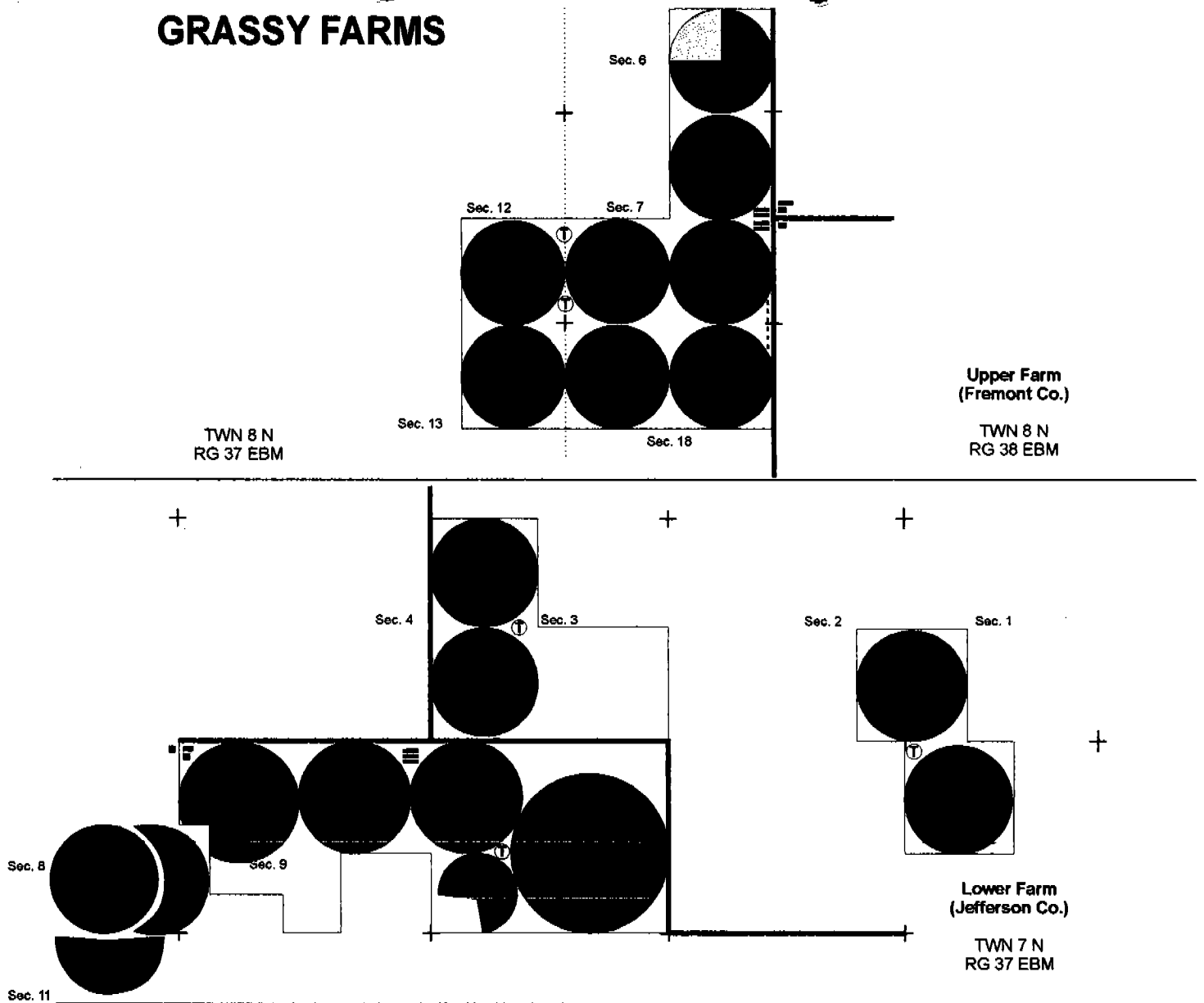
(seal)



Notary Public for Idaho
Residing at ~~Idaho Falls~~, Idaho
My Commission Expires: 7/20/95

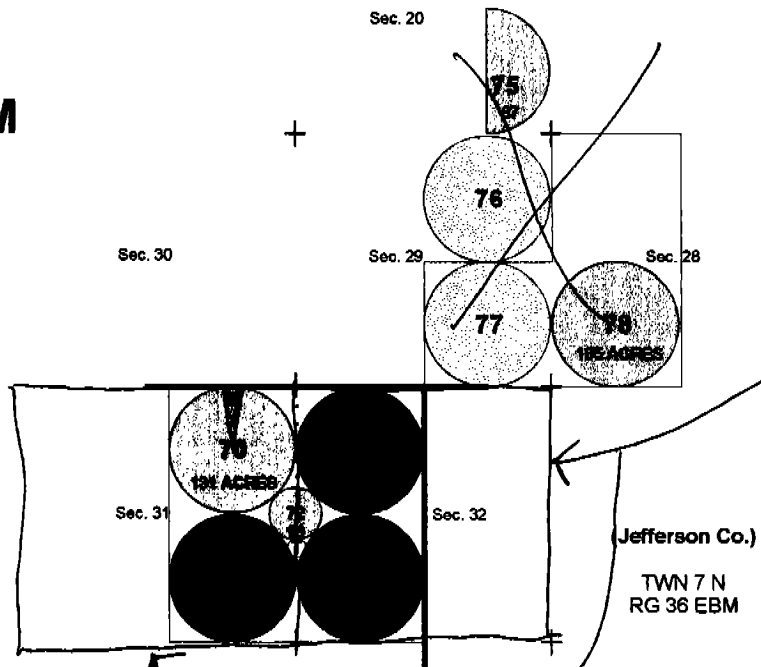
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GRASSY FARMS



WOODARD FARM

- R. FERGUSON
2039 Acres
Lease exp. 12/07
- COP
407 Acres
- B. ROBERTSON
290 (405) Acres
Lease exp. 12/16
- L. SHUPE
202 Acres
- G. SAUREY
138 (160) Acres
Lease exp. 3/07
- P. WOODARD
131 (150) Acres
Lease exp. 2/00



WARRANTY DEED

THIS INSTRUMENT is made this 11th day of May, 1994, by SHIRLEY K. MAINS a/k/a JAMES DAVIS, a single woman, JAMES CLYDE WOODARD, a married man dealing with separate property, and ELIZABETH C. KREUTZER, a married woman dealing with separate property, referred to collectively as the Grantor, and CORNELISON & OLSEN PARTNERSHIP, whose mailing address is P.O. Box 817, Rexburg, Idaho, 83440, the Grantee.

WHEREFORE, that the Grantor, for and in consideration of the sum of TEN DOLLARS and no part of the money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, sold and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and the Grantee's heirs and assigns forever, all of the following described property in the County of Jefferson, State of Idaho, to-wit:

TRACT:

A parcel of land situated in Jefferson County, State of Idaho, Township 7 North, Range 36 East of the Boise Meridian, Section 32 more particularly described as follows: The West Half (W 1/2) of Section 32, Township 7 North, Range 36 E.B.M.

EXCEPTING: Beginning at the North Quarter corner (N 1/4) of Section 32, Township 7 North, Range 36 E.B.M., said point being the true point of beginning, thence S 00°53'05" E. for a distance of 248.00 feet; thence S. 89°56' 29" W. for a distance of 55.00 feet; thence N. 00°53'05" W. for a distance of 30.00 feet; thence S. 89°56'29" W. for a distance of 145.00 feet; thence N. 00°53'05" W. for a distance of 218.00 feet; thence N. 89°56'29" E. for a distance of 200.00 feet to the true point of beginning.

EXCEPTING: Beginning at the Northwest corner of Section 32, Township 7 North, Range 36 E.B.M., thence S. 00°35'21" E. for a distance of 1913.16 feet to the true point of beginning, thence N. 44°37'16" E. for a distance of 62.58 feet; thence S. 45°35'21" E. for a distance of 1074.00 feet; thence S. 44°24'39" W. for a distance of 1074 feet; thence N. 45°35'21" W. for a distance of 62.81 feet; thence N. 00°35'21" W. for a distance of 1430.37 feet; to the true point of beginning.

RECEIVED BY
ASSESSOR

For PLATTING

Date 5-16-94 Time 4:30 p.m.

Microfilm No. 272556
16 Day May 19 94
At 342 O'Clock P M
CONNIE M. KELLER
Jefferson Co., Recorder
Fee \$ 12.00 54 Deputy
Recorded at Request of ASL

PAGE 11

A parcel of land situated in Jefferson County, State of Idaho, Township 7 North, Range 36 East of the Boise Meridian, Section 31, particularly described as follows: The Southeast Quarter (SE 1/4) of Section 31, Township 7 North, Range 36 E.B.M.

EXCEPTING: Beginning at the Northeast corner of Section 31, Township 7 North, Range 36 E.B.M., thence S. 00°35'21" E. for a distance of 2628.44 feet to the true point of beginning, said point also being the East Quarter corner (1/4) of Section 31, Township 7 North, Range 36 E.B.M., thence S. 00°35'21" E. for a distance of 715.09 feet; thence N. 45°35'21" W. for a distance of 1015.14 feet; thence N. 39°37'40" E. for a distance of 717.81 feet to the true point of beginning.

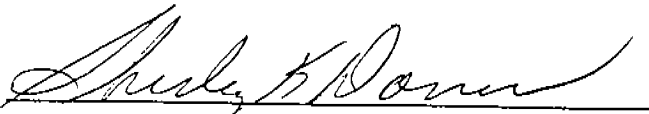
EXCEPT to all existing easements or claims of easements, patent reservations, rights of covenants, zoning ordinances, and applicable building codes, laws and regulations, boundary line disputes and other matters which would be disclosed by an inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, and the Grantor and the Grantor's heirs, and against every person whomsoever who lawfully (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year above written.


SHIRLEY K. MAINS a/k/a
SHIRLEY K. DAVIS

WARRANTY DEED


JAMES CLYDE WOODARD

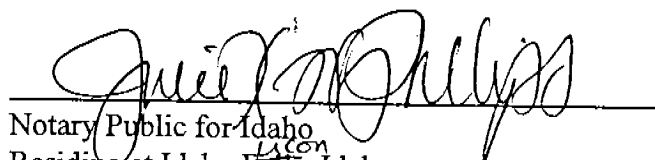

ELIZABETH C. KREUTZER

E OF IDAHO

ty of Bonneville

On the 11th day of May, in the year of 1994, before me, the undersigned, a Notary Public, for the State of Idaho, personally appeared SHIRLEY K. MAINS a/k/a SHIRLEY K. DAVIS, 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.

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


Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 11/20/95

STATE OF IDAHO)

) ss.

Boonsville)

On the 11th day of May, in the year of 1994, before me, the undersigned, a Notary Public, State of Idaho, personally appeared JAMES CLYDE WOODARD, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Julie X. O'Sullivan
Notary Public for Idaho
Residing at Idaho Falls, Idaho

My Commission Expires: 11/20/95

STATE OF IDAHO)

) ss.

Canyon)

On the 2nd day of May, in the year of 1994, before me, the undersigned, a Notary Public, State of Idaho, personally appeared ELIZABETH C. KREUTZER, 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.

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

Arnetta Anderson

Notary Public for Idaho

Residing at: Nampa

My Commission Expires: 7-2-97

DATA\GLM\7442\WARRAN01.WD:jkp

WARRANTY DEED

CONTRACT OF SALE

THIS CONTRACT OF SALE is executed this 10th day of May, 1994, by SHIRLEY K. MAINS a/k/a SHIRLEY K. DAVIS, a single woman, JAMES CLYDE WOODARD, a married man dealing with his sole and separate property, and ELIZABETH C. KREUTZER, a married woman dealing with her sole and separate property, referred to collectively as "Seller", and CORNELISON & OLSEN PARTNERSHIP, hereinafter referred to as "Buyer".

RECITALS

- a. Seller owns the following described real property located in Jefferson County, Idaho:

TRACT I:

A parcel of land situated in Jefferson County, State of Idaho, Township 7 North, Range 36 East of the Boise Meridian, Section 32 more particularly described as follows: The West Half (W 1/2) of Section 32, Township 7 North, Range 36 E.B.M.

EXCEPTING: Beginning at the North Quarter corner (N 1/4) of Section 32, Township 7 North, Range 36 E.B.M., said point being the true point of beginning, thence S 00°53'05" E. for a distance of 248.00 feet; thence S. 89°56' 29" W. for a distance of 55.00 feet; thence N. 00°53'05" W. for a distance of 30.00 feet; thence S. 89°56'29" W. for a distance of 145.00 feet; thence N. 00°53'05" W. for a distance of 218.00 feet; thence N. 89°56'29" E. for a distance of 200.00 feet to the true point of beginning.

EXCEPTING: Beginning at the Northwest corner of Section 32, Township 7 North, Range 36 E.B.M., thence S. 00°35'21" E. for a distance of 1913.16 feet to the true point of beginning, thence N. 44°37'16" E. for a distance of 62.58 feet; thence S. 45°35'21" E. for a distance of 1074.00 feet; thence S. 44°24'39" W. for a distance of 1074 feet; thence N. 45°35'21" W. for a distance of 62.81 feet; thence N. 00°35'21" W. for a distance of 1430.37 feet; to the true point of beginning.

TRACT II:

A parcel of land situated in Jefferson County, State of Idaho, Township 7 North, Range 36 East of the Boise Meridian, Section 31 more particularly described as follows: The Southeast Quarter (SE1/4) of Section 31, Township 7 North, Range 36 E.B.M.

EXCEPTING: Beginning at the Northeast corner of Section 31, Township 7 North, Range 36 E.B.M., thence S. 00°35'21" E. for a distance of 2628.44 feet to the true point of beginning, said point also being the East Quarter corner (1/4) of Section 31, Township 7 North, Range 36 E.B.M., thence S. 00°35'21" E. for a distance of 715.09

feet; thence N. 45°35'21" W. for a distance of 1015.14 feet; thence N. 89°37'40" E. for a distance of 717.81 feet to the true point of beginning.

b. Seller desires to sell the premises to Buyer.

AGREEMENT

In consideration of the mutual covenants herein the parties agree as follows:

1. Sale.

Seller agrees to sell to Buyer on the performance of the agreements of Buyer as hereinafter set forth, and to convey or cause to be conveyed by the legal owner or owners thereof the property described below:

A. Real Property. The real property described below shall be conveyed by Warranty Deed, free and clear of liens and encumbrances, excepting any liens or encumbrances that may have attached by reason of any act or deed of Buyer, or any lien or encumbrance to which this Contract of Sale is expressly made subject. The real property subject to this agreement is in Jefferson County, Idaho and is described as follows:

TRACT I:

Contra. A parcel of land situated in Jefferson County, State of Idaho, Township 7 North, Range 36 East of the Boise Meridian, Section 32 more particularly described as follows: The West Half (W 1/2) of Section 32, Township 7 North, Range 36 E.B.M.

EXCEPTING: Beginning at the North Quarter corner (N 1/4) of Section 32, Township 7 North, Range 36 E.B.M., said point being the true point of beginning, thence S 00°53'05" E. for a distance of 248.00 feet; thence S. 89°56' 29" W. for a distance of 55.00 feet; thence N. 00°53'05" W. for a distance of 30.00 feet; thence S. 89°56'29" W. for a distance of 145.00 feet; thence N. 00°53'05" W. for a distance of 218.00 feet; thence N. 89°56'29" E. for a distance of 200.00 feet to the true point of beginning.

EXCEPTING: Beginning at the Northwest corner of Section 32, Township 7 North, Range 36 E.B.M., thence S. 00°35'21" E. for a distance of 1913.16 feet to the true point of beginning, thence N. 44°37'16" E. for a distance of 62.58 feet; thence S. 45°35'21" E. for a distance of 1074.00 feet; thence S. 44°24'39" W. for a distance of 1074 feet; thence N. 45°35'21" W. for a distance of 62.81 feet; thence N. 00°35'21" W. for a distance of 1430.37 feet; to the true point of beginning.

TRACT II:

A parcel of land situated in Jefferson County, State of Idaho, Township 7 North, Range 36 East of the Boise Meridian, Section 31 more particularly described as follows: The Southeast Quarter (SE1/4) of Section 31, Township 7 North, Range 36 E.B.M.

EXCEPTING: Beginning at the Northeast corner of Section 31, Township 7 North, Range 36 E.B.M., thence S. $00^{\circ}35'21''$ E. for a distance of 2628.44 feet to the true point of beginning, said point also being the East Quarter corner (1/4) of Section 31, Township 7 North, Range 36 E.B.M., thence S. $00^{\circ}35'21''$ E. for a distance of 715.09 feet; thence N. $45^{\circ}35'21''$ W. for a distance of 1015.14 feet; thence N. $89^{\circ}37'40''$ E. for a distance of 717.81 feet to the true point of beginning.

SUBJECT TO all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

B. Personal Property. The personal property described below shall be conveyed by Bill of Sale, free and clear of liens and encumbrances, excepting any liens or encumbrances that may have attached by reason of any act or deed of Buyer, or any lien or encumbrance to which this Contract of Sale is expressly made subject.

Three (3) Gifford Hill center pivot sprinkler systems, including pump, panel, motor and all related equipment. Said sprinkler equipment includes the following pumps:

1. U.S. 60 HP
R6234-04938R2118557
2. U.S. 75 HP
RC326-05-166 R328-7254
3. US 60 HP
R 6234-04-938

2. Payment and Purchase.

Buyer agrees to buy the above described property and to pay Seller therefor the sum of SIX HUNDRED TWO THOUSAND NINE HUNDRED FIFTY AND 00/100ths DOLLARS (\$602,950.00), in lawful money of the United States of America, in the following manner:

A. Buyer shall assume the obligation at Key Bank in the principal amount of One Hundred Twenty-Seven Thousand Five Hundred Seventy and 00/100ths Dollars (\$127,570.00). Seller shall be responsible for all accrued interest on said amount up until April 1, 1994, after which Buyer shall be responsible for such interest.

B. At closing, Buyer shall pay the sum of One Hundred Thousand and 00/100ths Dollars (\$100,000.00) cash.

C. The unpaid balance of the purchase price in the amount of Three Hundred Seventy-Five Thousand Three Hundred Eighty and 00/100ths Dollars (\$375,380.00) shall accrue interest at the rate of eight percent (8%) per annum and shall be paid pursuant to the terms and conditions of a Promissory Note which Buyer shall execute and deliver to Seller.

D. Said Promissory Note shall be secured by a Mortgage on the real property and a security interest in the personal property which Buyer shall execute and deliver to Seller.

3. Documents of Conveyance.

Seller shall execute a Warranty Deed and a Bill of Sale and deliver such documents to Buyer. Buyer shall execute a Mortgage, Security Agreement, and Fixture Filing, and such financing statements as Seller shall request.

4. Possession.

Seller shall be entitled to retain possession of the property described in this Contract of Sale up to and including the 1st day of April, 1994. After the 1st day of April, 1994, Buyer shall have the right to the possession of said property so long as Buyer shall perform all of the terms, covenants and conditions of this Contract of Sale.

5. Apportionments.

All taxes and assessments upon the property described in this Contract of Sale shall be prorated between the parties as of the 1st day of April, 1994. Seller shall pay all taxes and assessments levied upon the property described in this Contract of Sale for the time prior to and including said date, and Buyer shall pay all such taxes levied upon said property for the term after said date before the same become delinquent.

6. Warranties and Disclaimers.

A. Seller's Warranties. BUYER ACKNOWLEDGES THAT SELLER MAKES NO WARRANTIES IN REGARD TO ANY OF THE PROPERTY DESCRIBED HEREIN,

PRESS OR IMPLIED TO BUYER, EXCEPT THOSE WARRANTIES EXPRESSLY STATED IN THIS CONTRACT OF SALE. THERE IS NO WARRANTY GIVEN AS TO FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO MERCHANTABILITY.

B. Environmental. Seller warrants that Seller has no knowledge of any hazardous waste, toxic substance or petroleum products on the premises. Seller warrants that all chemicals used in farm operations have been used in keeping with the appropriate label restrictions pertaining to such chemicals. Seller warrants that there are no petroleum or other tanks buried on the premises.

7. Title Insurance.

C. Seller agrees to provide to Buyer at Buyer's cost a standard form owner's title insurance policy in the amount of not more than the purchase price insuring title to the real property described herein in Buyer, free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this Contract of Sale is expressly made subject, and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of said Buyer, and excepting the usual printed exceptions contained in such policies of title insurance, and taxes and assessments for the current year, easements and rights of way of public record and the rights of Buyer under the terms of this Contract of Sale and the related documents hereunder.

8. Default.

A. Default. The following or any of them constitute an event of default under the terms of this Contract of Sale:

(1) If Buyer shall fail to make payment of the amounts set forth herein or to perform any other term, covenant or condition of this Contract of Sale or the related documents following thirty (30) days written notice of default sent from Seller to Buyer in the manner specified herein, which notice shall specify Buyer's default.

(2) If Buyer shall commit any act of bankruptcy or be adjudged bankrupt or insolvent as defined by the federal bankruptcy laws, or shall suffer the continuance of any bankruptcy or insolvency proceedings under any law for a period in excess of thirty (30) days, shall make an assignment for the benefit of creditors or apply for, consent to, or suffer the appointment of a receiver, trustee, or liquidator of his business or of all or a major portion of his assets, or should any governmental agency or court of competent jurisdiction assume custody or control of any substantial part of his assets, Seller at his option may declare such event a breach and a default.

B. Remedies. Upon the occurrence of an event of default, and the failure, neglect or refusal of Buyer to cure the same during any notice period required for such default specified above, without further notice to Buyer, Seller shall be entitled to effectuate such rights and remedies against Buyer as are then available to Seller under the terms of this Contract of Sale, the related documents, and the laws of the State of Idaho, including without limitation, the following remedies:

(1) Declare all obligations of Buyer under the terms of this Contract of Sale and the related documents immediately due and payable in full and proceed with any actions authorized by the laws of the State of Idaho to collect any and all amounts due and owing by Buyer to Seller and enforce all obligations of Buyer to Seller.

(2) Bring any action authorized under the laws of the State of Idaho to judicially foreclose on the Mortgage or the security interest referred to herein.

(3) Exercise all other rights and remedies under the related documents, including, but not limited to repossession the personal property.

(4) Exercise all rights of a secured creditor under the Idaho Uniform Commercial Code.

(5) Exercise all rights under the related documents.

D. Cumulative. The remedies provided in this Contract of Sale are cumulative and the exercise of any remedy by Seller shall not be exclusive of the right to affect any other remedy allowed Seller under the terms of this Contract of Sale or by law or equity.

E. Notice of Default. The notice of default required to be given by Seller to Buyer in the event of Buyer's failure or neglect to perform the terms, covenants, or conditions of this Contract of Sale shall be given as provided herein.

F. Attorney Fees. If Seller elects to hire an attorney to prepare the notice of default, Buyer shall pay, in addition to any sums required to be paid to cure said default or in addition to any other performance required by Buyer to cure said default, the costs of preparation of said default notice and the costs charged by the Escrow Agent, if any, to deliver said notice of default, and said default shall not be cured unless and until said costs are paid. The notice of default shall specify the amount of said costs.

9. Enforcement.

Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney's fee, including such fees on appeal, which the offended party may incur in enforcing this Contract of Sale or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

10. Binding Effect.

This Contract of Sale shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

11. Notice to Parties.

Service of any notice permitted or required under the terms of this Contract of Sale shall be effective upon (i) depositing the notice in the United States Mail, Certified Mail, addressed to the recipient at: the address given below, (ii) delivering the notice to the recipient in person, or (iii) sending the notice by telefax to a number designated by the recipient or at which the recipient customarily receives such telefaxes. If more than one person constitutes the Seller or the Buyer in this transaction, service upon any one person in such party, shall be effective service upon all persons constituting such party.

Notice to Buyer shall be given as follows:

Cornelison & Olsen Partnership
P. O. Box 817
Rexburg, Idaho 83440

Notice to Seller shall be given as follows:

Shirley Davis
Box 8007
Marysville, CA 95901

12. Survival of Terms.

The terms and provisions of this Contract of Sale shall survive the closing and the execution and delivery of instruments of transfer and conveyance. The terms of this Contract of Sale shall not be merged out by the execution and delivery of the instruments of transfer and conveyance.

13. Waiver.

A waiver of any default or breach of any term of this Contract of Sale shall not be deemed to be a waiver of any simultaneous or subsequent breach of the same or any other term of this Contract of Sale. All waivers must be in writing and must be signed by Seller. No failure or delay of Seller to exercise any right or remedy hereunder shall operate as a waiver.

14. Attorneys.

The law firm of Holden, Kidwell, Hahn, & Crapo, drafters of this agreement, have acted as attorneys for Buyer on this matter. Said attorneys have also represented Seller on certain aspects of this transaction. Seller has had an independent attorney review these documents on behalf of Seller.

15. Integration of Agreement.

Seller and Buyer acknowledge that the terms of this Contract of Sale may vary from terms contained in any earnest money agreement or any other preliminary agreements made prior to the execution of this Contract of Sale and may vary from any negotiations between the parties prior to the execution of this Contract of Sale. Seller and Buyer agree that the terms, covenants and conditions of this Contract of Sale and the related documents shall supersede all such prior negotiations and agreements, that there are no other verbal promises, implied promises, agreements, negotiations, representations or warranties of any kind or nature, excepting those set forth in this Contract of Sale or the related documents, and that this Contract of Sale and the related documents shall be the final expression of the agreement of the parties and shall control. No modification of this Contract of Sale or the related documents shall be valid unless in writing and executed by the parties to this agreement.

16. Severance and Validity.

If any provision of this Contract of Sale or the related documents or any part thereof shall be determined by any Court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder or parts thereof, shall remain in full force and effect, and shall in no way be effected, impaired or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

17. Closing.

Closing shall occur on May 11, 1994 or at such other time as the parties shall agree.

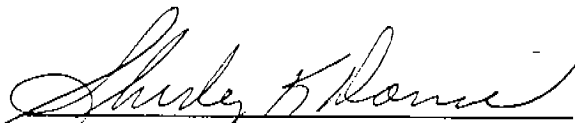
18. Related Documents and Exhibits.

References to the related documents are to the Warranty Deed, the Bill of Sale, the Promissory Note, the Mortgage, Security Agreement, and Fixture Filing and the Financing statements. A copy of each related document is attached hereto as an exhibit.

19. Closing Costs.

Buyer shall be responsible for the cost of the title insurance policy. Seller shall be responsible for all other closing costs, including attorney fees.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed, all as of the day and year first above written.



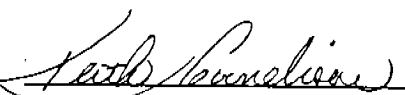
SHIRLEY K. MAINS a/k/a
SHIRLEY K. DAVIS

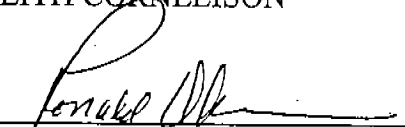

JAMES CLYDE WOODARD


ELIZABETH C. KREUTZER

"SELLER"

CORNELISON & OLSEN PARTNERSHIP

By: 
KEITH CORNELISON

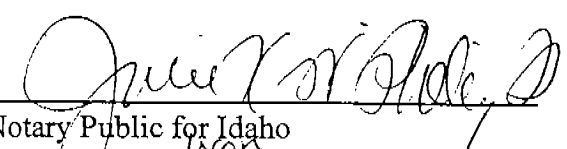
By: 
RONALD OLSEN

"BUYER"

STATE OF IDAHO)
) ss.
County of Bonneville)

On the 11th day of May, in the year of 1994, before me, the undersigned, a Notary Public, and for the State of Idaho, personally appeared SHIRLEY K. MAINS a/k/a SHIRLEY K. DAVIS, 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.

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 Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 11/20/95

STATE OF IDAHO

)
) ss.

City of Bonneville

On the 11th day of May, in the year of 1994, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared JAMES CLYDE WOODARD, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Julie H. Phillips

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 11/20/95

STATE OF IDAHO

)
) ss.

County of Canyon

On the 9th day of May, in the year of 1994, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared ELIZABETH C. KREUTZER, 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.

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

Arnette Anderson

Notary Public for Idaho
Residing at: Nampa
My Commission Expires: 7-2-97

STATE OF IDAHO

)

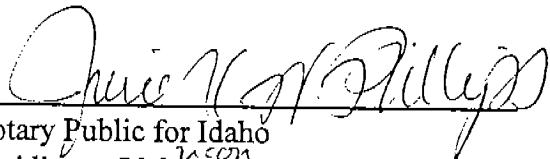
) ss.

County of Bonneville

)

On the 10th day of May, in the year of 1994, before me, the undersigned, a Notary Public, for the State of Idaho, personally appeared KEITH CORNELISON and RONALD OLSEN, who or identified to me to be the partners in the partnership of Cornelison & Olsen Partnership, Idaho Partnership, and the partners who subscribed said partnership name to the foregoing document, and acknowledged to me that they executed the same in said partnership name.

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


Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 11/20/95

DATA\GLM\7442\CONTRA01.CON:jkp

PROJECT: PERRY WOODARD
JOB NO. 9421

DATE 5-26-94
SURVEYOR L.I.T.
DRAWN K.L.T.
LEGALS CHECKED L.I.T.

RECORD
T7N, R36E

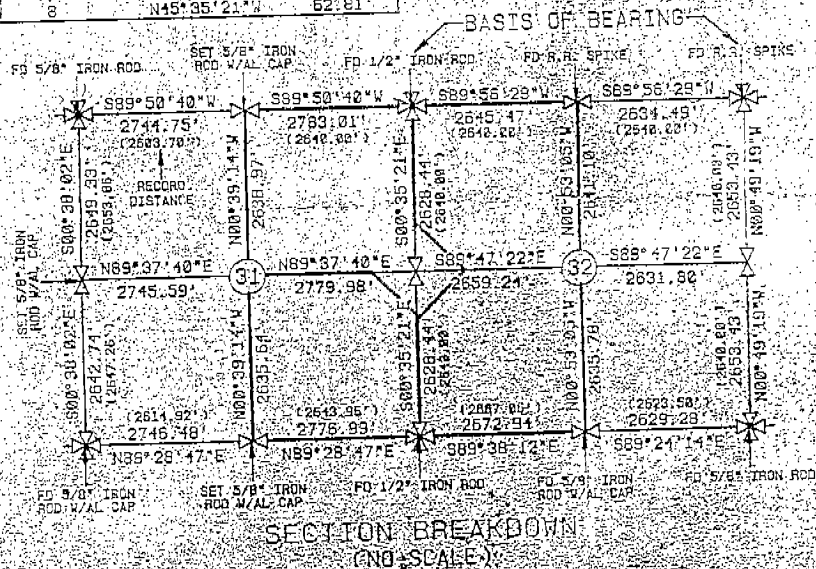
LEGEND

- 1/2" X 24" IRON ROD
- × FENCE

NOTE:

BASIS OF BEARING TAKEN FROM RECORD OF SURVEY (INST. #262547) DONE BY HARPER-LEAVITT ENGINEERING INC. FOR DOUG ASHCRAFT IN 1991. SECTION 32 BREAKDOWN TAKEN FROM SAME RECORD OF SURVEY.

LINE NO.	BEARING	DISTANCE
1	S89°56'29"W	55.00'
2	N00°53'05"W	30.00'
3	S89°56'29"W	145.00'
4	N00°53'05"W	218.00'
5	S89°56'29"W	200.00'
6	N00°53'05"W	218.00'
7	N44°37'16"E	62.58'
8	N45°35'21"E	62.81'



TE THOMPSON ENGINEERING INC.
CONSULTING ENGINEERS
RIGBY, IDAHO 83442

CERTIFICATE OF SURVEY

I, LYLE I. THOMPSON, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO. THAT THE ATTACHED PLAT WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

MAY 26, 1994

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LICENSE NO.