

FAX COVER SHEET

DATE Monday, January 30, 2006

PAGES (INCLUDING COVER) 6

ORIGINAL TO FOLLOW No

JOHN M. MARSHALL
GIVENS PURSLEY LLP

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RE Notice of Change of Water Right Ownership
Water Right Nos. 2-104 and 2-10055
GP File No. 7076-1

To Don Shaff
Fax: 287-6701
Phone 287-4800

MESSAGE

Per our phone call, please see attached deeds

— John

If this fax does not transmit fully or is difficult to read, please contact Amanda at (208) 388-1291.

CONFIDENTIALITY NOTICE

This facsimile may contain confidential information that is protected by the attorney-client or work product privilege. It is intended only for the use of the individual(s) named above. If you are not a named recipient or an employee responsible for delivering the facsimile, you are instructed not to deliver, distribute or copy this facsimile, nor should you disclose its contents or take any action in reliance on the information it contains. If you have received this facsimile in error, please notify us immediately by telephone to arrange for the return of the transmitted documents to us. Thank you.

200433129

After recording, return to
 Givens Pursley, LLP
 Attention: John M. Marshall
 601 West Bannock
 Boise, ID 83702

RECEIVED
 TYPE Deed FEE 15
 ONE

LIMITED WARRANTY DEED

Con 5123

THIS DEED is made as of this 17 day of June, 2004, between **MONY LIFE INSURANCE COMPANY** (formerly known as The Mutual Life Insurance Company of New York), a New York corporation (hereinafter referred to as "Grantor"), and **NORTH CINDER CONE BUTTE FARM LLC** (hereinafter referred to as "Grantee") whose address is 5001 Fireshire Place North, Boise, ID 83713.

WITNESSETH

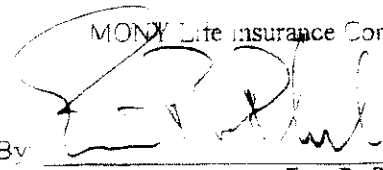
For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, Grantor has and hereby does grant, bargain, sell, alien, convey and confirm unto Grantee, and the heirs, legal representatives, successors and assigns of Grantee, all those tracts or parcels of land lying and being in Canyon County, Idaho and being more particularly described on Exhibit A attached hereto and hereby made a part hereof by this reference, together with any and all improvements located thereon, and any and all of the rights, members and appurtenances thereof, including, but not limited to, all water rights and claims to water rights, to the same being, belonging or in anywise appertaining (the "Property").

To have and to hold the Property unto Grantee and the heirs, legal representatives, successors and assigns of Grantee, forever, in fee simple.

Grantor shall warrant and forever defend the right and title to the Property unto Grantee and the heirs, legal representatives, successors and assigns of Grantee, against the claims of all persons claiming by, through or under Grantor provided, however, this conveyance is made subject to, and there are hereby excepted from the warranty hereinabove set forth, all matters set forth on Exhibit B attached hereto and hereby made a part hereof.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this deed the day and year first above written.

GRANTOR

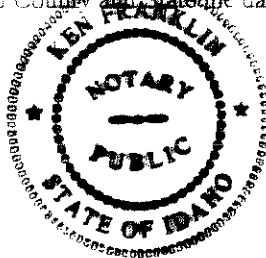
MONY Life Insurance Company

 By _____
 Erin R. Plumb,
 Authorized Signatory

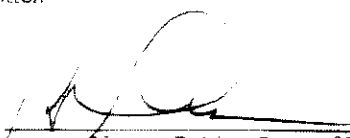
STATE OF IDAHO

COUNTY OF Ada

On this 17th day of June, 2004, before me, a Notary Public in and for said county and state, personally appeared Erin R. Plumb, to me personally known, who, being by me duly sworn, did say that he is an Authorized Signatory of the MONY Life Insurance Company, a New York corporation, formerly known as The Mutual Life Insurance Company of New York, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year last above written.




Notary Public, State of Idaho
Printed Name of Notary: Ken Franklin
My Commission Expires: 10/31/04

This instrument prepared by
David M. Brown, Chief Counsel
MONY Agricultural Investment Advisers, Inc
1286 Jungermann Road, Suite A,
St. Peters, Missouri 63376

EXHIBIT A
to Limited Warranty Deed

PARCEL I

The East Half of the Northeast Quarter; the Northwest Quarter of the Southeast Quarter; and the Southwest Quarter of the Northwest Quarter (also called Government Lot 2), Section 31, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho

PARCEL II

West Half of the Northwest Quarter; Northeast Quarter of the Northwest Quarter, Section 32, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho

PARCEL III

Southeast Quarter of the Northeast Quarter; Northeast Quarter of the Northeast Quarter, Section 36, Township 1 North, Range 3 West, Boise Meridian, Canyon County, Idaho

EXCEPT

BEGINNING at the Section corner common to Sections 25 and 36, Township 1 North, Range 3 West, Sections 30 and 31, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, the TRUE POINT OF BEGINNING, thence

North 89°58' West a distance of 1,043 feet to an iron pin; thence

South 0°4' East a distance of 404 feet to an iron pin; thence

South 89°58' East a distance of 1,043 feet to an iron pin; thence

North 0°4' West a distance of 404 feet to the TRUE POINT OF BEGINNING

ALSO EXCEPTING

That portion of the Northeast Quarter of the Northeast Quarter, Section 36, Township 1 North, Range 3 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows

BEGINNING at the Section corner common to Sections 25 and 36, Township 1 North, Range 3 West, Sections 30 and 31, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, thence

South 0°4' East along the East line of said Section 36 a distance of 404 feet to the TRUE POINT OF BEGINNING, thence

North 89°58' West a distance of 1,043 feet to an iron pin; thence

South 0°4' East a distance of 30 feet; thence

South 89°58' East a distance of 1,043 feet; thence

North 0°4' West a distance of 30 feet to the TRUE POINT OF BEGINNING

PARCEL IV

Lot 1 and the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter, Section 31, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and the West Half of the Northeast Quarter of Section 31, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho

EXHIBIT A
to Limited Warranty Deed

EXCEPTING THEREFROM

A portion of the Northeast Quarter of the Northwest Quarter of Section 31, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows:

BEGINNING at a point that is South 0°27'54" West a distance of 622.29 feet from the North Quarter corner of Section 31, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and running thence South 0°27'54" West 707.71 feet; thence North 89°37'50" West 350.00 feet; thence North 0°27'54" East 707.71 feet; thence South 89°37'50" East 350.00 feet to the POINT OF BEGINNING

TOGETHER WITH a 30-foot-wide ingress-egress easement lying 15 feet each side of the following described centerline

BEGINNING at the North Quarter corner of Section 31, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho; and running thence South 0°27'54" West 1,300.00 feet.

EXHIBIT B
to Limited Warranty Deed
Permitted Encumbrances

Taxes, including any assessments collected therewith, for the year 2004 which are a lien not yet due and payable

Right of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code

Ditch, road and public utility easements as the same may exist over said premises.

Exceptions and reservations contained in a Deed

Recorded: February 21, 1963

Book 282, Page 516

Instrument No. 529245

Wherein mineral rights are reserved

Affects Parcels I and IV herein described

Terms, conditions, provisions and obligations set forth in that certain Tenancy-in-Common Agreement as to water delivery system between Pedro G. Eliopoulos and Janet G. Eliopoulos, husband and wife and Celia Eliopoulos, a widow, Robert L. Nancolas and Rosemary L. Nancolas, husband and wife, Gordon P. Tiegs and Patricia A. Tiegs, husband and wife, Charles D. Pintler and Carol L. Pintler, husband and wife, Scott, Inc., a corporation and Allen Noble Farms, Inc., a corporation, recorded March 4, 1974, as Instrument No. 724207 of Official Records

An easement for the purpose shown below and rights incidental thereto as reserved in a Warranty Deed.

Recorded: November 29, 1996

Instrument No. 9639074

(Affects Parcel III herein described.)

All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded March 11, 1998 as Instrument No. 9808768.

(Affects Parcel IV herein described.)

All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded March 21, 2003 as Instrument No. 200316431

(Affects Parcel III herein described.)

All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded February 26, 2004 as Instrument No. 200410685

(Affects Parcel III herein described.)