

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

In Re SRBA

Case No. 39576

Water Right: 63-2896, 63-3043,
63-3255, 63-7876, and 63-31476

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

IDWR has completed the following administrative proceeding:

- ☐ Address change
- ☐ Substitution of Party
- ☐ IC § 42-222
- ☐ Point of diversion ☐ Place of use
- ☐ Period of use ☐ Nature of use
- ☐ Split of water right ☒ Change in ownership
- ☐ Other:

IDWR certifies that it has completed its investigation into the changes to the elements of the water right(s) listed above as set forth in the attached *Amended Director's Report(s)* for said water right(s). No other changes have been made to the elements of these water right(s) except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 10-7-08



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 10/8, 2008 I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

2. Copies to:

David J. Barber
Off ice of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449

IDWR Document Depository
P.O. Box 83720
Boise, ID 83720-0098

3. Copies to all parties to the subcases

DBSI Tiegs 979, LLC
1550 South Tech Lane
Meridian ID 83642

Elmer H Tiegs
12035 W Stagecoach Rd
Nampa ID 83686

Kastera Development, LLC
372 S Eagle Rd, Ste 375
Eagle ID 83616

Dylan B Lawrence
Scott L Campbell
Moffatt Thomas
PO Box 829
Boise ID 83701-0829



Signature of person mailing this document

10/07/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-2896

NAME AND ADDRESS: DBSI TIEGS 979 LLC
1550 S TECH LN
MERIDIAN ID 83642

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 3.040 CFS
675.00 AFY

Right Nos. 63-2896, 63-3043, 63-3255 and 63-7876 are limited to a total combined annual diversion volume of 2214 AF.

PRIORITY DATE: 03/24/1952

POINT OF
DIVERSION:

T01N R02W S5 NWNESE Within CANYON County
T01N R02W S6 SESENE Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	3.040 CFS 675.00 AFY

PLACE OF USE: IRRIGATION in CANYON County

T01N R02W S05	NESW	40.00	T01N R02W S05	NWSW	40.00
T01N R02W S06	SWNE	32.00	T01N R02W S06	SENE	38.00

150 ACRES TOTAL

Right Nos. 63-2896, 63-3043, 63-3255 and 63-7876 are limited to the irrigation of a combined total of 492 acres in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

10/07/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-3043

NAME AND ADDRESS: DBSI TIEGS 979 LLC
1550 S TECH LN
MERIDIAN ID 83642

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.920 CFS
504.00 AFY

Right Nos. 63-2896, 63-3043, 63-3255 and 63-7876 are limited to a total combined annual diversion volume of 2214 AF.

PRIORITY DATE: 05/02/1955

POINT OF
DIVERSION:

T01N R02W S5 SWNNW Within CANYON County
T01N R02W S5 NESESW Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	1.920 CFS 504.00 AFY

PLACE OF USE: IRRIGATION in CANYON County

T01N R02W S05	NENW	10.00	T01N R02W S05	NWNW	37.00
T01N R02W S05	SWNW	25.00	T01N R02W S05	SENW	40.00

112 ACRES TOTAL

Right Nos. 63-2896, 63-3043, 63-3255 and 63-7876 are limited to the irrigation of a combined total of 492 acres in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

10/07/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-3255

NAME AND ADDRESS: DBSI TIEGS 979 LLC
1550 S TECH LN
MERIDIAN ID 83642

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.900 CFS
459.00 AFY

Right Nos. 63-2896, 63-3043, 63-3255 and 63-7876 are limited to a total combined annual diversion volume of 2214 AF.

PRIORITY DATE: 08/17/1961

POINT OF
DIVERSION:

T01N R02W S5 SWSENE Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	1.900 CFS 459.00 AFY

PLACE OF USE: IRRIGATION in CANYON County

T01N R02W S05	SWNE	14.00	T01N R02W S05	SENE	8.00
T01N R02W S05	NWSE	40.00	T01N R02W S05	SWSE	40.00

102 ACRES TOTAL

Right Nos. 63-2896, 63-3043, 63-3255 and 63-7876 are limited to the irrigation of a combined total of 492 acres in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

10/07/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-7876

NAME AND ADDRESS: DBSI TIEGS 979 LLC
1550 S TECH LN
MERIDIAN ID 83642

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.700 CFS
830.00 AFY

Right Nos. 63-2896, 63-3043, 63-3255 and 63-7876 are limited to a total combined annual diversion volume of 2214 AF.

PRIORITY DATE: 10/01/1973

POINT OF
DIVERSION:

T01N R02W S5 NESENW Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
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IRRIGATION	04/01 10/31	1.700 CFS 830.00 AFY
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The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 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.

PLACE OF USE: IRRIGATION in CANYON County

T01N R02W S05	SWNE	12.00	T01N R02W S05	NENW	33.00
T01N R02W S05	NWNW	38.00	T01N R02W S05	SWNW	26.00
T01N R02W S05	SENE	33.00	T01N R02W S05	NESW	36.00
T01N R02W S05	NWSW	33.00	T01N R02W S05	NESE	34.00
T01N R02W S05	NWSE	37.00	T01N R02W S05	SWSE	37.00
T01N R02W S05	SESE	37.00	T01N R02W S06	NENE	2.00
T01N R02W S06	NWNE	31.00	T01N R02W S06	SWNE	40.00
T01N R02W S06	SENE	30.00			

459 ACRES TOTAL

Right Nos. 63-2896, 63-3043, 63-3255 and 63-7876 are limited to the irrigation of a combined total of 492 acres in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

10/07/2008

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-31476
NAME AND ADDRESS: DBSI TIEGS 979 LLC
1550 S TECH LN
MERIDIAN ID 83642

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.170 CFS
63.00 AFY

PRIORITY DATE: 07/09/1958

POINT OF
DIVERSION:

T01N R02W S6 NWNW Within CANYON County
T01N R02W S6 NESW Within CANYON County
T01N R02W S7 SENE Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.170 CFS 63.00 AFY
The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 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.		

PLACE OF USE: IRRIGATION in CANYON County

T01N R02W S06	NESE	9.00	T01N R02W S06	NWSE	5.00
14 ACRES TOTAL					

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

10/17/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-31476

NAME AND ADDRESS: ELMER H TIEGS
BOX 12035 W STAGECOACH RD
NAMPA ID 83686

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.170 CFS
63.00 AFY

PRIORITY DATE: 07/09/1958

POINT OF DIVERSION:

T01N R02W S6 NWNW Within CANYON County

T01N R02W S6 NESW Within CANYON County

T01N R02W S7 SENE Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

0.170 CFS

63.00 AFY

The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 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.

PLACE OF USE: IRRIGATION Within CANYON County

T01N R02W S06

NESE

9.00

T01N R02W S06

NWSE

5.00

14 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License



Idaho Department of Water Resources

SRBA Recommendation:

63-31476

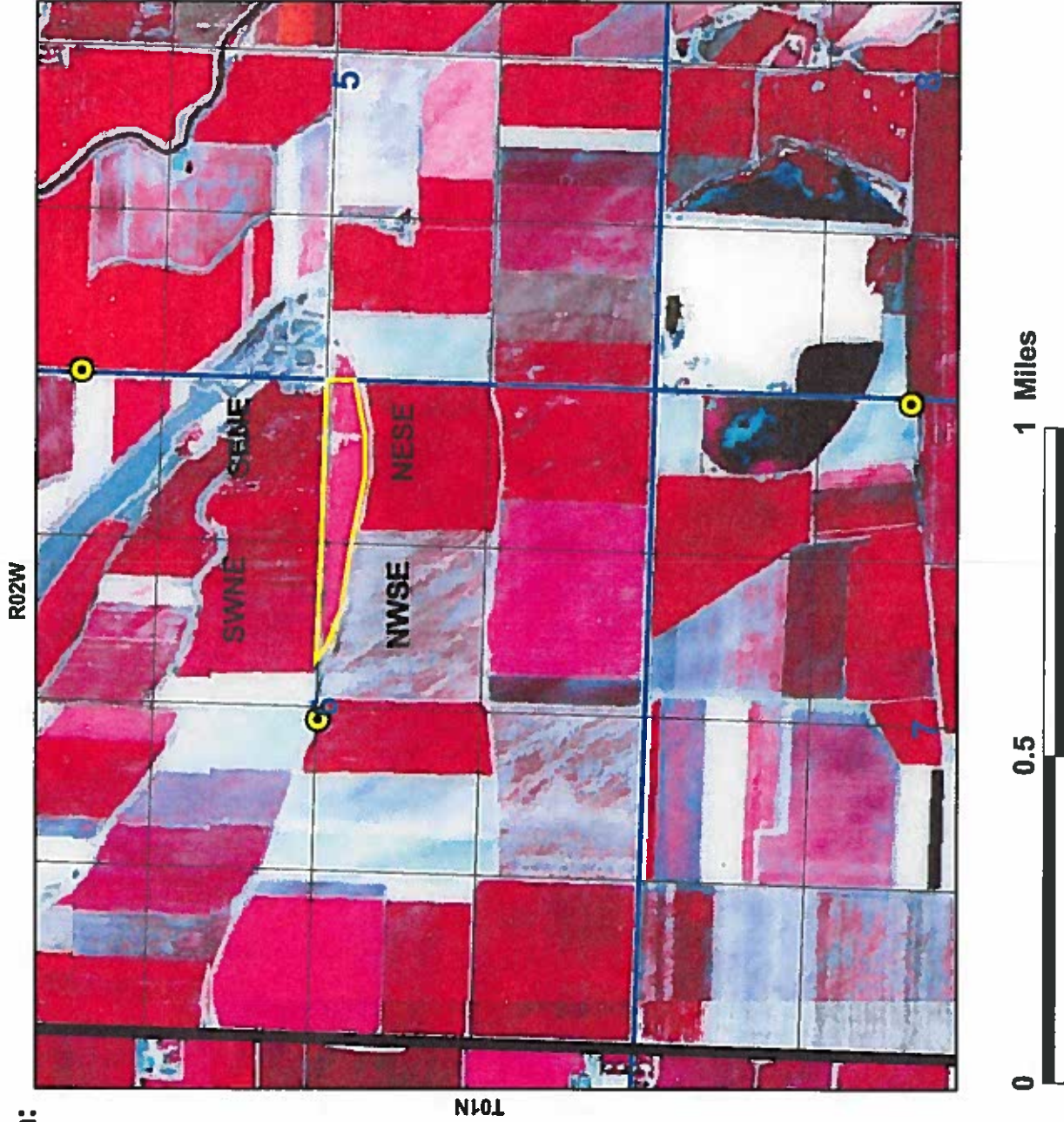
(Irrigation)

Legend

- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



Canyon County
IDWR Basin 63



Prepared by M. Ciscell
On Tuesday, October 17, 2006
1987/88 Aerial Photography

63-31476



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 63-31476
Date Received: 2/28/1990
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

ELMER H TIEGS
BOX 12035 W STAGECOACH RD
NAMPA ID USA 83686

Phone: (208)466-1698

2. Date of Priority: 07/09/1958

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
01N	02W	7	SE	NE		CANYON	
01N	02W	6	NE	SW		CANYON	
01N	02W	6	NW	NW		CANYON	

5. Description of diverting works:

3 WELLS, PUMPS, DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.17	

7. Total Quantity Appropriated is:
0.17 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
01N	02W	6	NE	SE	IRRIGATION	9
			NW	SE	IRRIGATION	5
					Section Acres	14
					Total Acres	14

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

This claim is the result of a split due to change in ownership for a portion of 63-3134A. DB 4/22/2002

15. Basis of Claim: License

SPLIT TREE

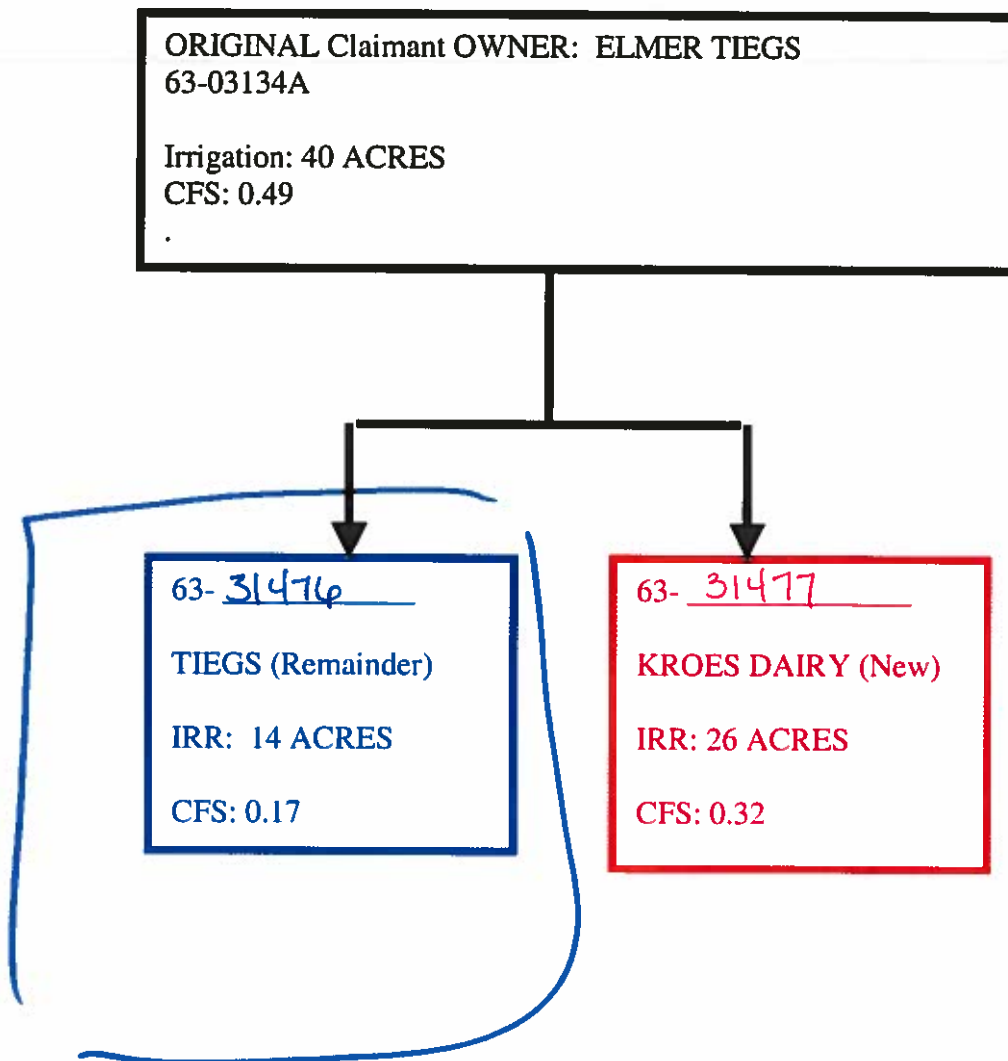
CLAIMS 63-03134A

AGENT: Ron Howerton

Date: 4/22/02

63-Elmer Tiegs 31476 = IRR FACTOR CFS @ 14 ACRES = 0.17 CFS
63-Kroes Dairy 31477 = IRR FACTOR CFS @ 26 ACRES = 0.32 CFS

TOTALS = 40ACRES @ 0.49 FS = 0.01225 FACTOR



SPLIT

TIEGS REMAINDER

: 63-31416

THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO 10. Place of Use: Continued
IN AND FOR THE COUNTY OF TWIN FALLS

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

CIVIL CASE NUMBER: 39576

Ident. Number: ~~263-03134A~~ NEW #
Date Received: 2/28/1990
Receipt No: X777777

COPY FOR NOTICE OF CLAIM TO A WATER RIGHT COPY FOR
OUR FILES ACQUIRED UNDER STATE LAW YOUR FILES

Name: ELMER H TIEGS
Address: BOX 12035 WEST STAGECOACH RD 208-466-1698
NAMPA ID 83686

Date of Priority: JUL 9, 1958

Source: GROUNDWATER

Trib. to:

Point of Diversion:

ownship Range Section 1/4 of 1/4 of 1/4 Lot County
01N 02W 6 NW NW CANYON
7 NE SW 16 CANYON
SE 17 CANYON
NE 36

Description of diverting works:
3 WELLS, PUMPS, DITCHES

Water is used for the following purposes:

Purpose From To C.F.S. (or) A.F.A.
IRRIGATION 03/15 11/15 0.490 2.17

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

Total consumptive use is Acre Feet Per Annum.

Non-irrigation uses:

Place of Use:

ownship Range Section 1/4 of 1/4 Lot Use Acres
01N 02W 6 NE SE IRR 9.0
NW SE IRR 5.0

Township Range Section 1/4 of 1/4 Lot Use Acres
7 SW NE IRR 14.0
SE NE IRR 11.0
15.0
Section Acres 26.0
Total Acres 40.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

NAMPA-MERIDIAN IRR. DIST., HAT BUTTE MUTUAL & A63-03275.

14. Remarks:

THIS CLAIM IS A RESULT OF A SPLIT DUE TO CHANGE IN OWNERSHI

15. Basis of Claim: LICENSE

Water Right Number: 27466

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

RECEIVED**APR 10 2002****WATER RESOURCES
WESTERN REGION**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>63-3134-A</u>	<u>63-3134-A</u>	<u>X</u>	_____	_____	_____
_____	_____	_____	_____	_____	_____

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions): **PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) B.M.K., Inc.
12997 West Stagecoach Rd, Nampa, ID 83686
4. New Owner/Claimant(s) KROES DAIRY
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 14661 Haven A venue
- City, State and ZIP Code Chino, CA 91710
- New Telephone Number (909) 947-0465
5. Date you acquired the property October 30, 2001

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>63-3134-A</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>0.32 CFS</u>	<u>26 acres</u>
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	<u>0.32 CFS</u>	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Adrian R. Kroes for Kroes Dairy, Inc.

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by DS Date 4-10-02
 Received by _____ Date _____
 Processed by _____ AJ Date _____

Fee N/A
 Receipt No. _____
 WR _____ Date _____

① PN 65043 INSTRUMENT NO. 20014529.3

WARRANTY DEED
(CORPORATE FORM)

B.M.K., INC., a corporation organized and existing under the laws of the State of Idaho, with its principal office at Nampa of County of Canyon grantor, hereby CONVEYS or GRANTS and WARRANTS TO **KROES DAIRY, a California Partnership** grantees of 14661 Haven Avenue, Chino, CA 91710 for the sum of —TEN AND OTHER GOOD AND VALUABLE CONSIDERATION DOLLARS, the following described tract(s) of land in CANYON County, State of Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this October 31, 2001.

B.M.K., INC.

BY

ITS

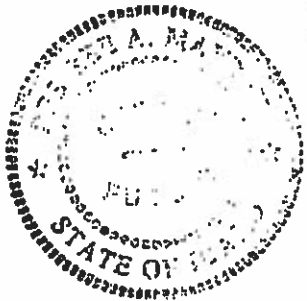
Barbara Craven
Pres.

STATE OF IDAHO
County of Canyon

On this 31st day of October, 2001, before me, a Notary Public in and for the State, personally appeared Barbara Craven known to me to be the President of B.M.K., INC., a corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors and said Barbara Craven did duly acknowledge to me that said corporation executed the same.

R. Snell A. Hayden
Notary Public residing at: Nampa

My commission expires: 3-9-2006



PN65043

Exhibit "A"

PARCEL 1:

A portion of the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 7 and a portion of the Southwest Quarter of the Northwest Quarter of Section 8, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho:

SECTION 7:

BEGINNING at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 7; thence

North 89° 54'43" West along the South boundary of said Southeast Quarter of the Northeast Quarter and of the Southwest Quarter of the Northeast Quarter a distance of 2637.71 feet to the Southwest corner of said Southwest Quarter of the Northeast Quarter; thence

North 0° 44'25" East along the West boundary of said Southwest Quarter of the Northeast Quarter a distance of 258.09 feet; thence

North 83° 01'11" East a distance of 1299.95 feet; thence

North 74° 53'54" East a distance of 82.76 feet; thence

North 82° 39'40" East a distance of 560.45 feet; thence

South 89° 22'54" East a distance of 161.04 feet; thence

North 78° 39'54" East a distance of 111.01 feet; thence

North 85° 16'45" East a distance of 229.64 feet; thence

North 88° 02'28" East a distance of 217.40 feet to a point on the East boundary of said Southeast Quarter of the Northeast Quarter; thence

South 0° 47'27" West along said East boundary a distance of 559.73 feet to the POINT OF BEGINNING.

SECTION 8:

COMMENCING at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 8; thence

North 0° 47'27" East along the West boundary of said Southwest Quarter of the Northwest Quarter a distance of 656.20 feet to the Southwest corner of the Northwest Quarter of said Southwest Quarter of the Northwest Quarter, which point is the TRUE POINT OF BEGINNING; thence continuing

North 0° 47'27" East along said West boundary a distance of 308.00 feet; thence

South 88° 17'54" East a distance of 661.50 feet to a point on the East boundary of said Northwest Quarter of the Southwest Quarter of the Northwest Quarter; thence

South 0° 43'41" West along said East boundary a distance of 297.00 feet to the Southeast corner of said Northwest Quarter of the Southwest Quarter of the Northwest Quarter; thence

North 89° 15'04" West along the South boundary of said Northwest Quarter of the Southwest Quarter of the Northwest Quarter a distance of 661.74 feet to the TRUE POINT OF BEGINNING.

PARCEL 2:

The West Half of the Southwest Quarter; the South Half of the Southwest Quarter of the Northwest Quarter, Section 8, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho;

AND

The South Half of Section 7, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho;

EXCEPTING THEREFROM:

COMMENCING at the Southwest corner of Section 7, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and running

Easterly along the South boundary line thereof 1,054 feet to the **REAL POINT OF BEGINNING**; thence continuing

Easterly along said South boundary line 159 feet; thence Northerly and parallel with the West boundary of said Section 7 a distance of 153 feet; thence

Westerly and parallel to the South boundary line of said Section 7 a distance of 159 feet; thence

Southerly and parallel to the West boundary of said Section 7 a distance of 153 feet to the **REAL POINT OF BEGINNING**.

200145293

RECORDED

201 OCT 31 PM 3 56

CANYON COUNTY

CLERK

REQUEST FINDER NAME
TYPE DATE FEB 4 00

INSTRUMENT NO. 200145294

When Recorded Return To:

PN 65043

MORTGAGE

THIS MORTGAGE is made and entered into as of the 30th day of October, 2001, by KROES DAIRY, a California general partnership ("Kroes"), whose address is 14661 Haven Avenue, Chino, California 91710, and B.M.K., INC., an Idaho corporation ("BMK"), whose address is 12997 West Stagecoach Road, Nampa, Idaho 83686.

Kroes irrevocably mortgages to BMK that property in the County of Canyon, State of Idaho, described in the attached Exhibit A, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, and ditch rights; and the rents, issues and profits of said property (collectively, the "Property"), subject however, to the right, power and authority hereinafter given to and conferred upon BMK to collect and apply such rents, issues and profits

This Mortgage is given to secure payment of an indebtedness evidenced by a promissory note of even date, executed by Kroes in the sum of Seven Hundred Fifty Thousand Dollars (\$750,000).

Kroes warrants that : (a) Kroes holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the description of the Property or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, BMK in connection with this Mortgage, and (b) Kroes has the full right, power, and authority to execute and deliver this Mortgage to BMK. Subject to the exception in the preceding sentence, Kroes warrants and will forever defend the title to the Property against the lawful claims of all persons. If any action or proceeding is commenced that questions Kroes's title or the interest of Trustee or BMK under this Mortgage, Kroes shall defend the action at Kroes's expense. Kroes may be the nominal party in such proceeding, but BMK shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of BMK's own choice, and Kroes will deliver, or cause to be delivered, to BMK such instruments as BMK may request from time to time to permit such participation. Kroes warrants that the Property and Kroes's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

I. To protect the security of this Mortgage, Kroes agrees:

1.1 To keep the Property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner

any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law.

1.2 To procure and maintain policies of insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of BMK, together with such other insurance as BMK may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to BMK and issued by a company or companies reasonably acceptable to BMK. Kroes, upon request of BMK, will deliver to BMK from time to time the policies or certificates of insurance in form satisfactory to BMK, including stipulations that coverages will not be canceled or diminished without at least ten (10) days' prior written notice to BMK.

1.3 To promptly notify BMK of any loss or damage to the Property. BMK may make proof of loss if Kroes fails to do so within fifteen (15) days of the casualty. Whether or not BMK's security is impaired, BMK may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If BMK elects to apply the proceeds to restoration and repair, Kroes shall repair or replace the damaged or destroyed improvements in a manner satisfactory to BMK. BMK shall, upon satisfactory proof of such expenditure, pay or reimburse Kroes from the proceeds for the reasonable cost of repair or restoration if Kroes is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which BMK has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to BMK under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness secured by this Mortgage. If BMK holds any proceeds after payment in full of such indebtedness, such proceeds shall be paid to Kroes as Kroes's interests may appear.

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

1.5 To pay: at least ten (10) days before delinquency, all taxes and assessments affecting the Property; when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

1.6 To pay immediately and without demand all sums expended by BMK pursuant to the provisions hereof.

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

1.8 All advances made or costs and expenses incurred by BMK or Trustee hereunder shall be repaid, when not otherwise specified, on demand of the party making such advances or incurring such costs and expenses and until so repaid shall be secured hereby.

2. It is mutually agreed that:

2.1 If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, BMK may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or BMK in connection with the condemnation. If any proceeding in condemnation is filed, Kroes shall promptly notify BMK in writing, and Kroes shall promptly take such steps as may be necessary to defend the action and obtain the award. Kroes may be the nominal party in such proceeding, but BMK shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Kroes will deliver or cause to be delivered to BMK such instruments as may be requested by it from time to time to permit such participation.

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

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

2.4 As additional security, Kroes hereby gives to and confers upon BMK the right, power and authority, during the continuance of this Mortgage, to collect the rents, issues and profits of the Property, reserving unto Kroes the right, prior to any default by Kroes in payment

of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, BMK may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in BMK's own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as BMK may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

2.5 BMK may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the BMK's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of the Property or any right, title, or interest therein; whether legal, beneficial, or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, deed of trust, or mortgage.

2.6 In the event of default in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of BMK. Upon default, BMK may commence an action to foreclose this Mortgage or exercise any other remedy herein or by law provided or permitted.

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

IN WITNESS WHEREOF, Kroes has executed this Mortgage as of the day and year first written above.

GRANTOR:

KROES DAIRY

By: 
Adrian R. Kroes, General Partner

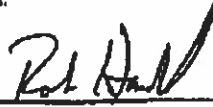
STATE OF CALIFORNIA

) ss.

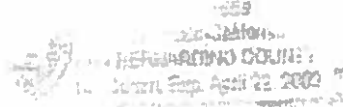
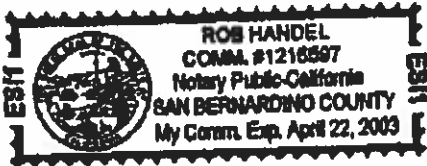
County of SAN BERNARDINO

On this 30 day of October, 2001, before me Rob Handel
personally appeared ADRIAN R. KROES AND REBECCAH L. KROES known or identified to me (or proved to
me on the oath of SATISFACTORY EVIDENCE), to be one of the partners in the partnership of
KROES DAIRY, and the partner or one of the partners who subscribed said partnership name to the
foregoing instrument, and acknowledged to me that he 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.



NOTARY PUBLIC FOR SAN BERNARDINO CALIFORNIA
Residing at 3655 S. ARROWOOD - ONTARIO, CA
My Commission Expires APRIL 22, 2003



POOR COPY

EXHIBIT A

Description of the Property

The following real property located in Canyon County, Idaho, together with water licenses 63-2949 and 2-2194A and 300 shares of Hat Butte Canal Company stock:

The West Half of the Southwest quarter, the South Half of the Southwest quarter of the Northwest quarter, section 8, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho
AND

The South Half of Section 7, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho;
AND

This parcel is a portion of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, Township 1 North, Range 2 West of the Boise Meridian and is more particularly described as follows:

BEGINNING at the Southwest corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence North 0° 47' 27" East along the West boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 656.28 feet to the Southwest corner of the NW $\frac{1}{4}$ of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, which point is the TRUE POINT OF BEGINNING;

Thence continuing North 0° 47' 27" East along said West boundary a distance of 308.00 feet;

Thence South 89° 17' 54" East a distance of 661.50 feet to a point on the East boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence South 8° 43' 41" West along said East boundary a distance of 297.00 feet to the Southeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence North 83° 15' 04" West along the South boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 661.74 feet to the TRUE POINT OF BEGINNING.

AND

This parcel is a portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 7, Township 1 North, Range 2 West of the Boise Meridian and is more particularly described as follows:

BEGINNING at the Southeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence North 89° 54' 43" West along the South boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ and of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 2637.71 feet to the Southwest corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence North 0° 44' 25" East along the West boundary of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 258.09 feet;

Thence North 23° 01' 11" East a distance of 1297.95 feet;

Thence North 74° 53' 54" East a distance of 82.76 feet;

Thence North 82° 59' 40" East a distance of 560.45 feet;

Thence South 89° 22' 54" East a distance of 161.04 feet;

Thence North 79° 35' 54" East a distance of 311.01 feet;

Thence North 85° 16' 45" East a distance of 229.64 feet;

Thence North 88° 02' 28" East a distance of 217.40 feet to a point on the East boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence South 0° 47' 27" West along said East boundary a distance of 559.75 feet to the POINT OF BEGINNING.

POOR COPY

Exhibit "A"

PARCEL I:

A portion of the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 7 and a portion of the Southwest Quarter of the Northwest Quarter of Section 8, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho:

SECTION 7:

BEGINNING at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 7; thence

North 89° 54'43" West along the South boundary of said Southeast Quarter of the Northeast Quarter and of the Southwest Quarter of the Northeast Quarter a distance of 2637.71 feet to the Southwest corner of said Southwest Quarter of the Northeast Quarter; thence

North 0° 44'25" East along the West boundary of said Southwest Quarter of the Northeast Quarter a distance of 258.09 feet; thence

North 83° 01'11" East a distance of 1299.95 feet; thence

North 74° 53'54" East a distance of 82.76 feet; thence

North 82° 39'40" East a distance of 560.45 feet; thence

South 89° 22'54" East a distance of 161.04 feet; thence

North 78° 39'54" East a distance of 111.01 feet; thence

North 85° 16'45" East a distance of 229.64 feet; thence

North 88° 02'28" East a distance of 217.40 feet to a point on the East boundary of said Southeast Quarter of the Northeast Quarter; thence

South 0° 47'27" West along said East boundary a distance of 559.73 feet to the POINT OF BEGINNING.

SECTION 8:

COMMENCING at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 8; thence

North 0° 47'27" East along the West boundary of said Southwest Quarter of the Northwest Quarter a distance of 656.20 feet to the Southwest corner of the Northwest Quarter of said Southwest Quarter of the Northwest Quarter, which point is the TRUE POINT OF BEGINNING; thence continuing

North 0° 47'27" East along said West boundary a distance of 308.00 feet; thence

South 88° 17'54" East a distance of 661.50 feet to a point on the East boundary of said Northwest Quarter of the Southwest Quarter of the Northwest Quarter; thence

South 0° 43'41" West along said East boundary a distance of 297.00 feet to the Southeast corner of said Northwest Quarter of the Southwest Quarter of the Northwest Quarter; thence

North 89° 15'04" West along the South boundary of said Northwest Quarter of the Southwest Quarter of the Northwest Quarter a distance of 661.74 feet to the TRUE POINT OF BEGINNING.

PARCEL 2:

The West Half of the Southwest Quarter; the South Half of the Southwest Quarter of the Northwest Quarter, Section 8, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho;

AND

The South Half of Section 7, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho;

EXCEPTING THEREFROM:

COMMENCING at the Southwest corner of Section 7, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and running

Easterly along the South boundary line thereof 1,054 feet to the REAL POINT OF BEGINNING; thence continuing

Easterly along said South boundary line 159 feet; thence Northerly and parallel with the West boundary of said Section 7 a distance of 153 feet; thence

Westerly and parallel to the South boundary line of said Section 7 a distance of 159 feet; thence

Southerly and parallel to the West boundary of said Section 7 a distance of 153 feet to the REAL POINT OF BEGINNING.

200145294

RECORDED

2001 OCT 31 PM 3 56

3 NOTICES

CANYON COUNTY RECORDER

BY *McLaughlin*

Age

REQUEST PIONEER-NAMPA

TYPE OF FEE \$24.00

JP

BC

200(30 262

CORPORATE DEED

FOR VALUE RECEIVED, E.T.F., INC., an Idaho corporation ("Grantor") does hereby grant, bargain, sell and convey unto B.M.K., INC., an Idaho corporation ("Grantee") whose address is 12997 West Stagecoach Road, Nampa, Idaho 83686, that certain real property situated in Canyon County, Idaho, more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with their appurtenances, unto the said Grantee, its successors and assigns forever.

The said Grantor does hereby covenant to and with the said Grantee that it is the owner in fee simple of said premises and that they are free and clear from all encumbrances, SUBJECT TO AND EXCEPTING the following: current taxes, assessments, encumbrances of record, and easements of record of which may be identified by an inspection of the Property.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said Grantor of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever.

EXHIBIT "A"

PARCEL 1:

In Section 31, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho;

BEGINNING at the Northwest corner of Government Lot 3, THE REAL POINT OF BEGINNING; thence

South 89°06'27" East along the North boundary of said Government Lot 3 a distance of 854.95 feet; thence
South 5°00'00" West a distance of 374.96 feet; thence
South 12°55'25" West a distance of 149.02 feet; thence
North 82°33'12" West a distance of 252.41 feet; thence
North 77°29'53" West a distance of 202.42 feet; thence
North 73°09'27" West a distance of 361.75 feet to a point on the West boundary of said Government Lot 3; thence
North 0°51'53" East along the said West boundary a distance of 350.79 feet to the REAL POINT OF BEGINNING.

AND

That portion of Lot 3, Lot 4 and the Southeast quarter of the Northwest quarter in Section 5, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and Lot 4, Section 31, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, lying South and West of the following described line:

BEGINNING at a point that is

South 0°52'27" West along the East boundary from the Northeast corner of the said Southeast Quarter of the Northwest Quarter a distance of 300.88 feet to the REAL POINT OF BEGINNING of said line; thence
North 67°31'05" West a distance of 211.05 feet; thence
North 65°30'58" West a distance of 78.97 feet; thence
North 57°38'37" West a distance of 115.36 feet; thence
North 55°25'07" West a distance of 234.79 feet to a point on the North boundary of said Southeast Quarter of the Northwest Quarter; thence continuing
North 55°25'07" West a distance of 23.96 feet; thence
North 54°54'28" West a distance of 112.11 feet; thence
North 51°45'14" West a distance of 119.19 feet; thence
North 49°17'31" West a distance of 197.98 feet; thence
North 52°55'29" West a distance of 513.63 feet; thence
North 52°55'28" West a distance of 55.73 feet; thence
North 40°40'58" West a distance of 108.42 feet; thence
North 28°52'43" West a distance of 193.15 feet; thence
North 33°25'57" West a distance of 60.62 feet; thence
North 73°45'07" West a distance of 191.69 feet; thence
North 52°37'10" West a distance of 59.97 feet; thence.

EXHIBIT "A"

continuing

North 52°37'10" West a distance of 157.29 feet; thence
North 53°23'06" West a distance of 236.11 feet; thence
North 55°11'55" West a distance of 273.91 feet; thence
North 60°11'41" West a distance of 162.99 feet; thence
North 60°58'30" West a distance of 172.60 feet to the West boundary of
Government Lot 4, Section 31, Township 2 North, Range 2 West of the Boise
Meridian, Canyon County, Idaho the POINT OF TERMINATION of said line.

Parcel 11:

Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho;

Section 5: Lots 5, 6, 6 and the East Half of the Southwest quarter and the
Southeast quarter

EXCEPT:

BEGINNING at the Northeast corner of said Southeast quarter the REAL POINT OF
BEGINNING; thence

South 0°58'45" West along the East boundary of the said Southeast
quarter, a distance of 254.31 feet; thence

South 75°29'17" West a distance of 174.22 feet; thence

South 79°55'27" West a distance of 241.97 feet; thence

South 88°28'35" West a distance of 280.23 feet; thence

North 84°07'17" West a distance of 111.48 feet; thence

North 78°38'13" West a distance of 358.97 feet; thence

North 79°59'05" West a distance of 185.05 feet; thence

North 82°45'12" West a distance of 472.38 feet; thence

North 75°36'00" West a distance of 86.72 feet; thence

North 71°12'20" West a distance of 331.18 feet; thence

North 74°16'13" West a distance of 279.95 feet to a point on

the North boundary of the said Southeast quarter; thence

South 89°17'47" East along the said North boundary a distance of 2,472.21
feet to the REAL POINT OF BEGINNING.

A PORTION OF PARCEL III

Township 1 North, Range 3 West of the Boise Meridian, Canyon County, Idaho

Section 12: BEGINNING at the Northeast corner of the Northeast quarter of the Northeast quarter the REAL POINT OF BEGINNING; thence

South $0^{\circ}37'35''$ West along the East boundary of said Northeast quarter of the Northeast quarter a distance of 200.98 feet; thence

North $88^{\circ}46'10''$ West a distance of 234.91 feet; thence

North $58^{\circ}15'20''$ West a distance of 73.30 feet; thence

North $57^{\circ}43'10''$ West a distance of 309.90 feet to a point on the North boundary of said Northeast quarter of the northeast quarter; thence

South $89^{\circ}23'00''$ East along said North boundary a distance of 558.04 feet to the REAL POINT OF BEGINNING.

Printed on 11/15/2011 10:00:00 AM

EXHIBIT "A"

PARCEL IV:

A portion of the Southwest quarter of the Northeast quarter and the Southeast quarter of the Northeast quarter of Section 7 and a portion of the Southwest quarter of the Northwest quarter of Section 8, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho:

Section 7: BEGINNING at the Southeast Corner of the Southeast Quarter of the Northeast Quarter of Section 7; thence North 89°54'43" West along the south boundary of said SE1/4 NE1/4 and of the SW1/4 NE1/4 a distance of 2637.71 feet to the Southwest Corner of said SW1/4 NE1/4; thence

North 0°44'25" East along the west boundary of said SW1/4 NE1/4 a distance of 258.09 feet; thence

North 83°01'11" East a distance of 1299.95 feet; thence

North 74°53'54" East a distance of 82.76 feet; thence

North 82°39'40" East a distance of 560.45 feet; thence

South 89°22'54" East a distance of 161.04 feet; thence

North 78°39'54" East a distance of 111.01 feet; thence

North 85°16'45" East a distance of 229.64 feet; thence

North 88°02'28" East a distance of 217.40 feet to a point

on the east boundary of said SE1/4 NE1/4; thence

South 0°47'27" West along said east boundary a distance of 559.73 feet to the POINT OF BEGINNING.

Section 8: COMMENCING at the Southwest Corner of the Southwest Quarter of the Northwest Quarter of Section 8; thence

North 0°47'27" East along the west boundary of said SW1/4 NW1/4 a distance of 656.20 feet to the Southwest Corner of the NW1/4 of said SW1/4 NW1/4, which point is the TRUE POINT OF BEGINNING; thence

continuing North 0°47'27" East along said west boundary a distance of 308.00 feet; thence

South 88°17'54" East a distance of 661.50 feet to a point on the east boundary of said NW1/4 SW1/4 NW1/4; thence

South 0°43'41" West along said east boundary a distance of 297.00 feet to the southeast corner of said NW1/4 SW1/4 NW1/4; thence

North 89°15'04" West along the south boundary of said NW1/4 SW1/4 NW1/4 a distance of 661.74 feet to the TRUE POINT OF BEGINNING.

AND ALSO

The West Half of the Southwest quarter; the South Half of the Southwest quarter of the Northwest quarter, Section 8, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho;

AND

The South Half of Section 7, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho;

EXCEPTING THEREFROM:

COMMENCING at the Southwest corner of Section 7, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and running

Easterly along the South boundary line thereof 1,054 feet to the REAL POINT OF BEGINNING; thence continuing

Easterly along said South boundary line 159 feet; thence Northerly and parallel with the West boundary of said Section 7 a distance of 153 feet; thence Westerly and parallel to the South boundary line of said Section 7 a distance of 159 feet; thence

Southerly and parallel to the West boundary of said Section 7 a distance of 153 feet to the REAL POINT OF BEGINNING.

EXHIBIT "A"

PARCEL VI:

That portion of the Southwest quarter of the Northeast quarter of Section 16, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, lying East of the New York Canal.

PARCEL VII:

The Southeast quarter of the Southwest quarter of Section 15, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

PARCEL VIII:

The Southwest quarter of the Northwest quarter of Section 16, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

PARCEL IX:

The Northeast quarter of the Northwest quarter of Section 22, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho;

EXCEPTING THEREFROM:

A parcel of land located in a portion of the Northeast quarter of the Northwest quarter of Section 22, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

Commencing at the Northeast corner of said Northeast quarter of the Northwest quarter of Section 22, being a 5/8" Still Pin with an Aluminum Cap and the North quarter corner of said Section 22; thence

South 00°15'00" West along the East line of said Northeast quarter of the Northwest quarter, a distance of 641.49 feet to a steel pin being the Northeast corner of said parcel and the TRUE POINT OF BEGINNING, thence continuing

South 00°15'00" West along said East line, a distance of 127.00 feet to a Steel pin, being the Southeast corner of said parcel, from whence the Center quarter corner of said section bears

South 00°15'00" West, a distance of 1,372.50 feet; thence leaving said East line,

North 39°45'00" West, a distance of 259.79 feet to a steel pin being the Southwest corner of said Parcel; thence

North 00°15'00" East, a distance of 155.29 feet to a steel pin being the Northwest corner of said parcel; thence

South 33°32'07" East, a distance of 261.33 feet to the TRUE POINT OF BEGINNING.

-
EXHIBIT "A"

ALSO EXCEPTING THEREFROM:

The North 925 feet of the West 360 feet of the Northeast quarter of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 22, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

ALSO EXCEPTING THEREFROM:

This parcel is a portion of the Northeast quarter of the Northwest quarter, Section 22, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of the said Northeast quarter of the Northwest quarter; thence

South 0°15'00" West along the East boundary of the said Northeast quarter of the Northwest quarter, a distance of 303.00 feet; thence

North 89°50'00" West parallel with the North boundary of the said Northeast quarter of the Northwest quarter, a distance of 193.00 feet; thence

North 0°15'00" East parallel with the said East boundary, a distance of 303.00 feet to a point on the said North boundary; thence

South 89°50'00" East along the said North boundary a distance of 193.00 feet to the TRUE POINT OF BEGINNING.

PARCEL X:

An easement for the location of repair and maintenance of a pipeline as constructed on March 20, 1989, said easement recorded March 21, 1989 as Instrument No. 8904940, records of Canyon County, Idaho.

Said easement runs approximately from the Southwest corner of that property described in PARCEL I, being in Government Lot 3 of Section 31, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and running thence in a Southerly direction across said Lot 3 and across Lot 4 of Section 31, Township 2 North, Range 2 West and continuing in a Southerly direction across Government Lot 4 of Section 5, Township 1 North, Range 2 West until such line crosses the North line of the property described in the above described PARCEL II.

PARCEL XI:

The East half of the Northeast quarter of Section 13, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho:

EXCEPTING THEREFROM:

Trk 4 in the Northeast quarter of the Northeast quarter south of the reservoir in Section 18, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

EXHIBIT "A"

PARCEL XII:

The Northeast quarter of the Southwest quarter and the Northwest quarter of the Southeast quarter North of the Canal of Section 15, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho;

EXCEPTING THEREFROM:

The East 145 feet of the North 800 feet and less Tax 3 of Section 15, Township 2 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

200130262

RECORDED

2001 JUL 30 PM 2 12

G NOEL HALLS

CANYON CITY RECORDER

g noel halls

REQUEST

BMK

TYPE

DEC

PM

3:00

200100275

THIS FORM FURNISHED COURTESY OF:

ALLIANCE TITLE & ESCROW CORP.

READ & APPROVED BY GRANTEE(S): _____

SPACE ABOVE THIS LINE FOR RECORDING DATA
Order No.: 00024266 JG/CH

QUITCLAIM DEED

FOR VALUE RECEIVED TIEGS FAMILY FARMS LIMITED PARTNERSHIP

do(es) hereby CONVEY, RELEASE, REMISE and FOREVER QUIT CLAIM unto GRANTOR(S)
Idaho corporation ETF, INC., an

whose current mailing address is: 12997 W. STAGE COACH RD, NAMPA, ID 83686 GRANTEE(S)
the following described property located in CANYON County, State of Idaho,
more particularly described as follows, to wit:

As set forth on the attached EXHIBIT "A", which by reference
becomes a part hereof.

together with their appurtenances.

Dated: December 21, 2000

TIEGS FAMILY FARMS LIMITED PARTNERSHIP

By: William B. Cunningham, General Manager

STATE OF IDAHO
COUNTY OF ADA

On this 3RD day of JANUARY 2001, before me a Notary Public,
personally appeared WILLIAM B. CUNNINGHAM known or
identified to me to be the partner(s) in the partnership of Tieg's Family Farms Limited
Partnership and the partner(s) who subscribed said partnership name to the foregoing
instrument, and acknowledged to me that he/she/they executed the same in said
partnership name.

Sandra L. Childs
Notary Public

My commission expires: 9/17/2002

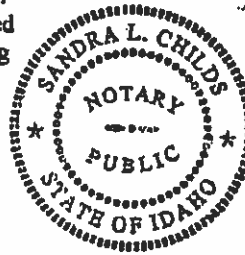


EXHIBIT "A"

PARCEL I:

The South Half of Section 7, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT:

Commencing at the Southwest corner of Section 7, Township 1 North, Range 2 West of the Boise Meridian in Canyon County, Idaho, and running Easterly along the South boundary line thereof, 1054 feet to the Real Point of Beginning; thence continuing Easterly along said South boundary line, 159 feet; thence Northerly and parallel with the West boundary of said Section 7, a distance of 153 feet; thence Westerly and parallel to the South boundary line of said Section 7, 159 feet; thence Southerly and parallel to the West boundary of said Section 7, a distance of 153 feet to the Real Point of Beginning.

PARCEL II:

The West Half of the Southwest Quarter; the South Half of the Southwest Quarter of the Northwest Quarter, Section 8, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

200100275

RECORDED

01 JUN 3 PM 1 2P

JOHN NOEL HALE

CANYON CNTY RECORDER

BY *John D. Hale*

REQUEST

Matthew Clements

TYPE *See* FEB 60

THIS FORM FURNISHED COURTESY OF:

ALLIANCE TITLE & ESCROW CORP.

READ & APPROVED BY GRANTEE(S): _____

SPACE ABOVE THIS LINE FOR RECORDING DATA
Order No.:00024266 JG/CH

QUITCLAIM DEED

FOR VALUE RECEIVED TIEGS FARMS, INC., an Idaho corporation

do(es) hereby CONVEY, RELEASE, REMISE and FOREVER QUIT CLAIM unto GRANTOR(S)
FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership TIEGS FARMSwhose current mailing address is: 12997 W. STAGE COACH RD, NAMPA, ID 83686 GRANTEE(S)
the following described property located in CANYON County, State of Idaho,
more particularly described as follows, to wit:As set forth on the attached EXHIBIT "A", which by reference
becomes a part hereof.

together with their appurtenances.

Dated: December 21, 2000

TIEGS FARMS, INC.

By: William B. Cunningham, President

State of IDAHO

County of ADAOn this 3RD day of JANUARY in the year 2001 before me, a
Notary Public personally appeared WILLIAM B. CUNNINGHAM
known or identified to me to be the PRESIDENT of the corporation that
executed the instrument or the person who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed the same.Sandra L. Childs
Notary Publiccomm expires: 9/17/2002residing at: BOISE, IDAHO

EXHIBIT "A"

LEGAL DESCRIPTIONS

PARCEL IV:

A portion of the Southwest quarter of the Northeast quarter and the Southeast quarter of the Northeast quarter of Section 7 and a portion of the Southwest quarter of the Northwest quarter of Section 8, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho:

Section 7: BEGINNING at the Southeast Corner of the Southeast Quarter of the Northeast Quarter of Section 7; thence

North 89°54'43" West along the south boundary of said

SE1/4 NE1/4 and of the SW1/4 NE1/4 a distance of 2637.71 feet to the Southwest Corner of said SW1/4 NE1/4; thence

North 0°44'25" East along the west boundary of said SW1/4 NE1/4 a distance of 258.09 feet; thence

North 83°01'11" East a distance of 1299.95 feet; thence

North 74°53'54" East a distance of 82.76 feet; thence

North 82°39'40" East a distance of 560.45 feet; thence

South 89°22'54" East a distance of 161.04 feet; thence

North 78°39'54" East a distance of 111.01 feet; thence

North 85°16'45" East a distance of 229.64 feet; thence

North 88°02'28" East a distance of 217.40 feet to a point

on the east boundary of said SE1/4 NE1/4; thence

South 0°47'27" West along said east boundary a distance of 559.73 feet to the POINT OF BEGINNING.

Section 8: COMMENCING at the Southwest Corner of the Southwest Quarter of the Northwest Quarter of Section 8; thence

North 0°47'27" East along the west boundary of said SW1/4 NW1/4 a distance of 656.20 feet to the Southwest Corner of the NW1/4 of said SW1/4 NW1/4, which point is the TRUE POINT OF BEGINNING; thence

continuing North 0°47'27" East along said west boundary a distance of 308.00 feet; thence

South 88°17'54" East a distance of 661.50 feet to a point on the east boundary of said NW1/4 SW1/4 NW1/4; thence

South 0°43'41" West along said east boundary a distance of 297.00 feet to the southeast corner of said NW1/4 SW1/4 NW1/4; thence

North 89°15'04" West along the south boundary of said NW1/4 SW1/4 NW1/4 a distance of 661.74 feet to the TRUE POINT OF BEGINNING.

AND ALSO

The West Half of the Southwest quarter; the South Half of the Southwest quarter of the Northwest quarter, Section 8, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho;

AND

The South Half of Section 7, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho;

EXCEPTING THEREFROM:

COMMENCING at the Southwest corner of Section 7, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and running

Easterly along the South boundary line thereof 1,054 feet to the REAL POINT OF BEGINNING; thence continuing

Easterly along said South boundary line 159 feet; thence Northerly and parallel with the West boundary of said Section 7 a distance of 153 feet; thence Westerly and parallel to the South boundary line of said Section 7 a distance of 159 feet; thence

Southerly and parallel to the West boundary of said Section 7 a distance of 153 feet to the REAL POINT OF BEGINNING.

200100276

RECORDED

01 JUN 3 PM 1 28 '91

NOEL HALE

CANYON CNTY RECORDER CA

BY *[Signature]* BY

REQUEST *[Signature]* REQUEST

TYPED *[Signature]* TYPED

FEE *[Signature]* FEE

RE *[Signature]* RE

TY *[Signature]* TY

9711819

DEED

ORIGINAL

3.4

FOR VALUE RECEIVED, TIEGS FARMS FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership ("Grantor") does hereby grant, bargain, sell and convey unto E.T.F., INC., an Idaho corporation ("Grantee") whose address is 12997 West Stagecoach Road, Nampa, Idaho 83686, that certain real property situated in Canyon County, Idaho, more particularly described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with their appurtenances, unto the said Grantee, its successors and assigns forever.

The said Grantor does hereby covenant to and with the said Grantee that it is the owner in fee simple of said premises and that they are free and clear from all encumbrances, SUBJECT TO AND EXCEPTING the following: current taxes, assessments, encumbrances of record, and easements of record or which may be identified by an inspection of the Property.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said Grantor of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal as of the 2nd day of January 1997.

TIEGS FARMS FAMILY LIMITED PARTNERSHIP

By: _____

William B. Cunningham
William B. Cunningham, General Partner

By: _____

Bonnie Cunningham
Bonnie Cunningham, General Partner

STATE OF IDAHO)

ss.

County of Canyon)

On this 7th day of April, 1997, before me, a Notary Public in and for said State, personally appeared WILLIAM B. CUNNINGHAM and BONNIE CUNNINGHAM, known or identified to me to be the general partners of TIEGS FARMS FAMILY LIMITED PARTNERSHIP who subscribed said partnership name on 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.



Notary Public for Idaho
Residing at Nampa, Idaho
My Commission Expires: 11/5/98



EXHIBIT "A"

LEGAL DESCRIPTIONS

PARCEL IV:

A portion of the Southwest quarter of the Northeast quarter and the Southeast quarter of the Northeast quarter of Section 7 and a portion of the Southwest quarter of the Northwest quarter of Section 8, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho:

Section 7: BEGINNING at the Southeast Corner of the Southeast Quarter of the Northeast Quarter of Section 7; thence

North 89°54'43" West along the south boundary of said

SE1/4 NE1/4 and of the SW1/4 NE1/4 a distance of 2637.71 feet to the Southwest Corner of said SW1/4 NE1/4; thence

North 0°44'25" East along the west boundary of said SW1/4 NE1/4 a distance of 258.09 feet; thence

North 83°01'11" East a distance of 1299.95 feet; thence

North 74°53'54" East a distance of 82.76 feet; thence

North 82°39'40" East a distance of 560.45 feet; thence

South 89°22'54" East a distance of 161.04 feet; thence

North 78°39'54" East a distance of 111.01 feet; thence

North 85°16'45" East a distance of 229.64 feet; thence

North 88°02'28" East a distance of 217.40 feet to a point

on the east boundary of said SE1/4 NE1/4; thence

South 0°47'27" West along said east boundary a distance of 559.73 feet to the POINT OF BEGINNING.

Section 8: COMMENCING at the Southwest Corner of the Southwest Quarter of the Northwest Quarter of Section 8; thence

North 0°47'27" East along the west boundary of said SW1/4 NW1/4 a distance of 656.20 feet to the Southwest Corner of the NW1/4 of said SW1/4 NW1/4, which point is the TRUE POINT OF BEGINNING; thence

continuing North 0°47'27" East along said west boundary a distance of 308.00 feet; thence

South 88°17'54" East a distance of 661.50 feet to a point on the east boundary of said NW1/4 SW1/4 NW1/4; thence

South 0°43'41" West along said east boundary a distance of 297.00 feet to the southeast corner of said NW1/4 SW1/4 NW1/4; thence

North 89°15'04" West along the south boundary of said NW1/4 SW1/4 NW1/4 a distance of 661.74 feet to the TRUE POINT OF BEGINNING.

AND ALSO

The West Half of the Southwest quarter; the South Half of the Southwest quarter of the Northwest quarter, Section 8, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho;

AND

The South Half of Section 7, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho;

EXCEPTING THEREFROM:

COMMENCING at the Southwest corner of Section 7, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and running

Easterly along the South boundary line thereof 1,054 feet to the REAL POINT OF BEGINNING; thence continuing

Easterly along said South boundary line 159 feet; thence Northerly and parallel with the West boundary of said Section 7 a distance of 153 feet; thence

Westerly and parallel to the South boundary line of said Section 7 a distance of 159 feet; thence

Southerly and parallel to the West boundary of said Section 7 a distance of 153 feet to the REAL POINT OF BEGINNING.

9711819

RECORDED

'97 APR 16 PM 2 53

NED J KERR

CANYON CNTY RECORDER

BY W. H. H. H.

REQUEST Barbara Chasen
TYPE Deed FE 12.00

INSTRUMENT NO. 8709030

CORRECTED WARRANTY DEED

FOR VALUE RECEIVED, ELMER H. TIEGS and ESTHER W. TIEGS, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto TIEGS FAMILY FARM'S LIMITED PARTNERSHIP, of Route 4, Bcx 4233, Nampa, Idaho, 83651, the Grantee, the following described premises, situated in Canyon County, State of Idaho, to-wit:

PARCEL I:

The South Half of Section 7, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT:

Commencing at the Southwest corner of Section 7, Township 1 North, Range 2 West of the Boise Meridian in Canyon County, Idaho, and running Easterly along the South boundary line thereof, 1054 feet to the Real Point of Beginning; thence continuing Easterly along said South boundary line, 159 feet; thence Northerly and parallel with the West boundary of said Section 7, a distance of 153 feet; thence Westerly and parallel to the South boundary line of said Section 7, 159 feet; thence Southerly and parallel to the West boundary of said Section 7, a distance of 153 feet to the Real Point of Beginning.

PARCEL II:

The West Half of the Southwest Quarter; the South Half of the Southwest Quarter of the Northwest Quarter, Section 8, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho.

THIS WARRANTY DEED is intended to correct the legal description contained in that certain Warranty Deed, dated December 29, 1983, and recorded on December 30, 1983, as Instrument No. 995680, records of the County Recorder of Canyon County, Idaho.

GIGRAY, MILLER, DOWNEN, WESTON & PASLEY
ATTORNEYS AT LAW
515 AND DEARBORN STS., P.O. Box 840
TELEPHONE 281-459-0081
CALDWELL, IDAHO 83406-0840

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

Dated this 26th day of March, 1987.

Elmer H. Tiegs
Elmer H. Tiegs

Esther W. Tiegs
Esther W. Tiegs

STATE OF IDAHO)
County of Canyon) ss.

On this 26th day of March, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared ELMER H. TIEGS and ESTHER W. TIEGS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.

Carol A. McIntyre
Notary Public for Idaho
Residing at: Caldwell, Idaho



RECORDED
GIGRAY-MILLER-D-W ATTYS
APR 1 1987
Deed 11.00

RECORDED
CANTON
BY Beauregard

'87 APR 28 PM 3 37

RECORDED

8709030

Corrected Warranty Deed - 2

INSTRUMENT NO.
995680

WARRANTY DEED

For Value Received

ELMER TIEGS and ESTHER TIEGS, husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto TIEGS FAMILY FARMS, a limited partnership,

of: Route 4, Box 4233, Nampa, Idaho, 83651
the grantee, the following described premises, situated in Canyon
County, State of Idaho, to-wit:

The South Half of Section 7; the East Half of
the Southwest Quarter of Section 8, all situate
in Township 1 North, Range 2 West of the Boise
Meridian, Canyon County, Idaho.

DEC 30 3 49 PM '83
DALLA STALL
BY *[Signature]*
RECEIVED
BY *[Signature]*
REQUEST
BY *[Signature]*
GIBBY-MILLER-D-W ATTYS

995680

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors ~~here~~ and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.
Dated: December 29, 1983.

Elmer H. Tieg
Esther H. Tieg

STATE OF IDAHO, COUNTY OF CANYON) ss.

On this 29 day of December, 1983,
before me, a notary public in and for said State, personally appeared
ELMER TIEGS and ESTHER TIEGS,
husband and wife,

known to me to be the persons, who se names are
subscribed to the within instrument, and acknowledged to me that
they executed the same.

[Signature]

Residing at Caldwell

Notary Public,
Idaho

STATE OF IDAHO, COUNTY OF

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

at _____ minutes past _____ o'clock m., this
_____ day of _____ 19 _____,
in my office, and duly recorded in Book _____ of Deeds at
page _____

Ex-Officio Recorder.

By _____

Deputy.

Fees \$
Mail to:

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: A63-03134A
Date Received: 2/28/1990
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: ELMER H TIEGS 208-466-1698
Address: BOX 12035 WEST STAGECOACH RD
NAMPA ID 83686

2. Date of Priority: JUL 9, 1958

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01N	02W	6		NW	NW	16	CANYON
				NE	SW	17	CANYON
		7		SE	NE	36	CANYON

5. Description of diverting works:
3 WELLS, PUMPS, DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.490		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
01N	02W	6	NE	SE		IRR	9.0
			NW	SE		IRR	5.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	14.0
		7	SW	NE	IRR	11.0
			SE	NE	IRR	15.0
					Section Acres	26.0
					Total Acres	40.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

NAMPA-MERIDIAN IRR. DIST., HAT BUTTE MUTUAL & A63-03275.

14. Remarks:

THIS CLAIM IS A RESULT OF A SPLIT DUE TO CHANGE IN OWNERSHIP.

15. Basis of Claim: LICENSE

Water Right Number: 27466

Moffatt Thomas

MOFFATT THOMAS BARRETT ROCK & FIELDS, CHTD.

RECEIVED

APR 24 2002

WATER RESOURCES
WESTERN REGION

US Bank Plaza Building
101 S Capitol Blvd 10th Fl
PO Box 829
Boise Idaho 83701 0829

208 345 2000
800 422 2889
208 385 5384 Fax
www.moffatt.com

April 23, 2002

Eugene C. Thomas
John W. Barrett
R. B. Rock
Richard C. Fields
Robert E. Bakes
John C. Ward
D. James Manning
Gary T. Dance
Larry C. Hunter
Morgan W. Richards
Mark A. Ellison
Randall A. Peterman
Mark S. Prusynski
Stephen R. Thomas

Glenna M. Christensen
Gerald T. Husch
Scott L. Campbell
Michael G. McPeck
Kirk R. Helvie
Robert B. Burns
James C. Dale
Michael E. Thomas
Patricia M. Olsson
James C. deGlee
Bradley J. Williams
Lee Radford
Michael O. Roe
David S. Jensen

James L. Martin
C. Clayton Gill
Stephanie A. Balzarini
David P. Gardner
Julian E. Gabiola
Paul C. Swainston
Angela D. Schaer
Casey C. Robertson
Ray J. Chacko
Bradley J. Dixon
Keasa L. Hollister
Willis C. Moffatt,
1907-1980

Jan Shurte

Idaho Department of Water Resources, Western Region Office
2735 Airport Way
Boise, Idaho 83705-5082

Re: Water Right Number 63-03134-A
Kroes Dairy Change in Water right Ownership
MTBR&F File No. 18993.0000

Dear Jan:

Enclosed is a copy of my letter sent on April 9, 2002 requesting a Change in Water Right Ownership on the above-referenced water right. Apparently, I should have asked you to conform a copy of my letter and return it to me, showing that you had received our request. I erroneously assumed we would be receiving something back from the Idaho Department of Water Resources indicating the change in water right ownership had been effectuated. Please date conform the enclosed copy of my April 9th letter to your office and return it to me in the enclosed pre-addressed, stamped envelope.

If you have any questions please contact me directly at 385-5333.

Very truly yours,



Cheryl Dunham
Legal Assistant to
Scott L. Campbell

/cd

Enclosures

✓ Dig 4-24-02

Ownership chg done & mailed 4/22/02.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 23, 2002

ELMER H TIEGS
BOX 12035 W STAGECOACH RD
NAMPA ID 83686

Re: Original Notice of Claim to a Water Right No. 63-3134A

Renumbered to Notice of Claim to a Water Right No. 63-31476

Dear Claimant(s):

We have received and processed a Change of Ownership for a portion of your original Claim to a Water Right Number as referenced above. This change of ownership resulted in a split of your original claim.

When a portion of the original water right claim has been conveyed to another and the original right has been split, then the original claim number is renumbered by issuing a new water right number to represent each split. Each split contains only the portion of the original right for each separate owner. The above referenced new water right number reflects your remaining portion of the original claim after the change of ownership. Enclosed is a copy of this new claim for your records. Please refer to your new claim number when corresponding with our office.

If you have any questions concerning this ownership change, or the enclosed claim copy, please feel free to contact this office.

Sincerely,

Adjudication Section
Western Region Office

DB: db

Enclosure

Moffatt Thomas

MOFFATT THOMAS BARRETT ROCK & FIELDS, CHTD.

Eugene C. Thomas
John W. Barrett
R. B. Rock
Richard C. Fields
Robert E. Bakes
John C. Ward
D. James Manning
Gary T. Dance
Larry C. Hunter
Morgan W. Richards
Mark A. Ellison
Randall A. Peterman
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Casey C. Robertson
Ray J. Chacko
Dean C. Sorensen
Kelly M. Garrity
Bradley J. Dixon
Willis C. Moffatt,
1907-1980

April 9, 2002

US Bank Plaza Building
101 S Capitol Blvd 10th Fl
PO Box 829
Boise Idaho 83701 0829

208 345 2000
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RECEIVED

APR 10 2002

WATER RESOURCES
WESTERN REGION

Jan Shurte ✓

Idaho Department of Water Resources, Western Region Office
2735 Airport Way
Boise, Idaho 83705-5082

Re: Water Right Number 63-03134-A
Kroes Dairy Change in Water right Ownership
MTBR&F File No. 18993.0000

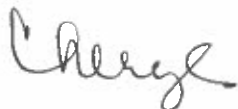
Dear Jan:

Enclosed is a Notice of Change in Water Right Ownership and the supporting documentation for same. I hope I have included all of the documentation you need to make this change. All other water rights for the attached property identified and attached to the Warranty Deed to Kroes Dairy have already been changed, or are pending change due to transfer.

I want to thank you for all your help in identifying the water rights and claims for the properties purchased by our client, Kroes Dairy. I have attached a summary of the water right changed, pending water right changes, and the attached change in water right ownership per the documentation you provided me when we last met to go over this matter.

If there is anything else you need please contact me directly at 385-5333.

Very truly yours,



Cheryl Dunham
Legal Assistant to
Scott L. Campbell

/cd

Enclosures

MEMORANDUM

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APR 10 2002

WATER RESOURCES
WESTERN REGION

TO: SLC/File

FROM: CLD

RE: Kroes Dairy - Change of Water Right Ownership
MTBR&F File No. 18-993.0000

DATE: April 9, 2002

Scott, this is the information I have so far on the adjudication claims. When all is done, there will be a total of 9 adjudication claims, identified as:

A02-2194A - Notice of Claim to a Water Right Acquired under State Law received - ownership in the name of Kroes Dairy

A63-2949 - Notice of Claim to a Water Right Acquired under State Law received - ownership in the name of Kroes Dairy

A63-8381 - Notice of Claim to a Water Right Acquired under State Law received - ownership in the name of Kroes Dairy

A02-10185 - Notice of Claim to a Water Right Acquired under State Law received - ownership in the name of Kroes Dairy

A63-2825 - Adjudication Claim Report shows current owners as Jackie & Tom De Groot - change of ownership Application No. #69605 has been submitted and is currently pending transfer submitted to change place of use. Transfer was submitted in the name of Adrian Kroes.

A63-3260 - Adjudication Claim Report shows current owners as Jackie & Tom De Groot - change of ownership Application No. #69605 has been submitted and is currently pending transfer submitted to change place of use. Transfer was submitted in the name of Adrian Kroes.

A63-3331 - Adjudication Claim Report shows current owners as Jackie & Tom De Groot - change of ownership Application No. #69605 has been submitted and is currently pending transfer submitted to change place of use. Transfer was submitted in the name of Adrian Kroes.

A63-3135 - Adjudication Claim Report shows current owners as Jackie & Tom De Groot - change of ownership Application No. #69605 has been submitted and is currently pending transfer submitted to change place of use. Transfer was submitted in the name of Adrian Kroes.

A63-3134A - submitted on 04/09/02 for change in ownership.