

09/22/2006

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

RIGHT NUMBER: 22-2190

NAME AND ADDRESS: SHAWN WEBSTER
PO BOX 457
REXBURG ID 83440

WEBSTER GOOSE HOLLOW FARMS LLC
PO BOX 457
REXBURG ID 83440

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 7.230 CFS
2,380.000 AFY

Right Nos. 22-2190, 22-7408, and 22-13518 are limited to a total combined diversion rate of 7.88 cfs and to a total combined annual diversion volume of 3344.8 AF.

PRIORITY DATE: 11/07/1960

POINT OF DIVERSION:

T05N R40E S27 NWSNW Within MADISON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	7.230 CFS 2,380.00 AFY

PLACE OF USE: IRRIGATION Within MADISON County

T05N R40E S14	SWSW	2.00	T05N R40E S15	SESE	11.00
T05N R40E S22	NENE	40.00	T05N R40E S22	NWNE	12.00
T05N R40E S22	SWNE	32.00	T05N R40E S22	SENE	38.00
T05N R40E S22	SESW	15.00	T05N R40E S22	NESW	40.00
T05N R40E S22	NWSW	14.00	T05N R40E S22	SWSW	15.00
T05N R40E S22	SESW	39.00	T05N R40E S22	NESE	39.00
T05N R40E S22	NWSE	37.00	T05N R40E S22	SWSE	32.00
T05N R40E S22	SESE	38.00	T05N R40E S23	NWNE	13.00
T05N R40E S23	SWNE	16.00	T05N R40E S23	NENW	27.00
T05N R40E S23	NWNW	32.00	T05N R40E S23	SWNW	29.00
T05N R40E S23	SESW	39.00	T05N R40E S23	NESW	38.00
T05N R40E S23	NWSW	30.00	T05N R40E S23	SWSW	27.00
T05N R40E S23	SESW	37.00	T05N R40E S23	NWSE	24.00
T05N R40E S23	SWSE	21.00	T05N R40E S27	NENE	36.00
T05N R40E S27	NWNE	38.00	T05N R40E S27	SWNE	38.00
T05N R40E S27	SENE	36.00	T05N R40E S27	NENW	39.00
T05N R40E S27	NWNW	38.00	T05N R40E S27	SWNW	40.00

T05N R40E S27	SENW	37.00	T05N R40E S28	NENE	34.00
T05N R40E S28	NWNE	21.00	T05N R40E S28	SWNE	37.00
T05N R40E S28	SENE	29.00	T05N R40E S28	SENW	14.00
T05N R40E S28	NESW	35.00	T05N R40E S28	SESW	25.00
T05N R40E S28	NWSE	27.00	T05N R40E S28	SWSE	14.00

1275 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 1275 acres in a single irrigation season. Combined Right Nos.: 22-2190, 22-7408, and 22-13518.

This right is limited to the irrigation of 680 acres within the place of use described above in a single irrigation season.

The rights listed below are limited to the irrigation of a combined total of 778 acres in a single irrigation season. Combined Right Nos.: 22-2190 and 22-7408.

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.

The rights listed below are limited to the irrigation of a combined total of 1177 acres in a single irrigation season. Combined Right Nos.: 22-2190 and 22-13518.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Right No. 22-13518 is an enlargement of this right pursuant to Section 42-1426, Idaho Code.

The following rights are also diverted through point of diversion described above: 22-7408 and 22-13518.

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

05/03/2006

**NOTICE OF ERROR
REPLY**

OCT 18 2006

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

Department of Water Resources
Eastern Region

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 22-2190

SHAWN WEBSTER

PO BOX 457

REXBURG ID 83440

Telephone Number: (208)356-9598

WEBSTER GOOSE HOLLOW FARMS LLC

PO BOX 457

REXBURG ID 83440

Telephone Number: (208)356-9598

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

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

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

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 10-18-06 SIGNATURE: Shawn Webster

Please print your name: Kevin Webster

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

Kevin
10/20

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CHANGE IN ADDRESS

This form can be used to notify the Department of a change in
address of the owners of record for the listed water rights.
(Please print or type)

RECEIVED

OCT 18 2006

Department of Water Resources
Eastern Region

[] Water Right Number(s): 22-2190
22-7408

[] Name(s): Shawn Webster is correct.
Fix Webster Goose Hollow Farms

[] Old Mailing Address: _____

[] New Mailing Address: PO Box 321
Rexburg ID 83440

Telephone Number: (208) 356-6979

~~X~~ Signature(s) of Owner(s) Kevin Webster
Kevin Webster Manager
(Include your title if on behalf of company or organization)

COMPLETED

Date: 10-18-06

~~Completed~~
11/10/06

WEBSTER GOOSE HOLLOW FARMS

LICENSES: 22-2190 AND 22-7408

SAME POOL; PARTIAL ACREAGE OVERLAP by QD

22-2190: 7.23 cfs on 680 ac (NO CONDITIONS) (Lic 1968)

22-7408: 7.78 cfs on 1275 ac (Lic 1993)

680
595
1275

COND: #6 THIS IS LIMITED TO 595 ac

#7 WHEN COMBINED w/ 22-2190 Limits irrig to 778^{ac}

#8 TOTAL COMBINED Q of 22-2190 Limited to 7.88 cfs / 2723^{ac}

SRBA Claims:

22-2190 CLAIMED AS LICENSED - 680 ac @ 7.23 cfs

22-7408 CLAIMED AS LICENSED - 1275 ac @ 7.78 cfs

BUT w/o RESPECT TO LICENSE CONDITIONS

TRUE COLOR Photo w/ GPS POOL ILLUSTRATES SUMS 1306 ac

1. DETAIL WHAT AREAS ARE NOT IRRIG, i.e. PIVOT CORNERS

2. WHAT 497 ACRES MAY FALLOW IN A GIVEN YEAR

3. IS THIS WELL CONNECTED TO ANOTHER SYSTEM?

None

all acs
irrig in
1982

A. THIS POOL IS NOT ^{Eligible} ELIGIBLE FOR ENLARG... due to
1993 Lic AND Limiting REMARKS OF Lic.

Kenn Webster or Webster Inc

well in Sec 16 (1/2 mile N of S. Section
Line)

Jerry Risby working on this problem

TSN, R 40E
 Sections #
 in middle
 of each section

Shawn Webster
 Evillouse man
 Claim

Claim #
 22-2190
 22-2255
 2-7325
 2-7408
 2-7409



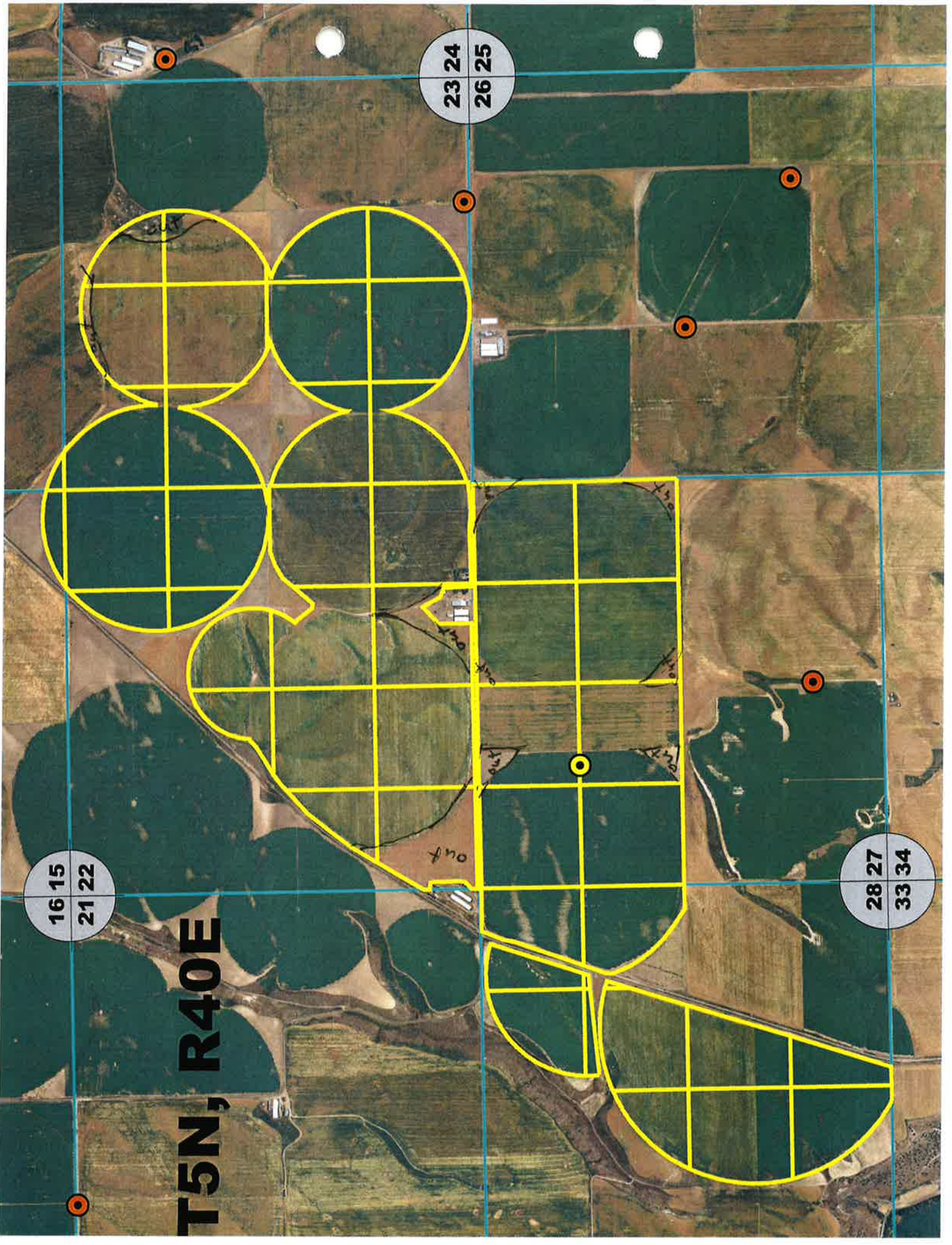
60 in brought from Aunt Larina Yllingge
 Circle 18 in 80's lower

T5N, R40E

16 15
21 22

23 24
26 25

28 27
33 34



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

DELOG
 AR 12-22-04

RECEIVED

DEC 22 2004

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

Department of Water Resources
 Eastern Region

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, 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
	A22-02190	☒			
	A22-7408	☒			

Did not split -
 changed ownership
 per Skip. JC
 12-22-04

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) are 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)

Webster Deep Well Farm
 519 E. 350 S. Rexburg, ID

4. New Owner/Claimant(s)

Shawn Webster and/or Webster Goose Hollow Farms LLC

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

P.O. Box 457
 Rexburg, ID 83440

City, State and ZIP Code

New Telephone Number

(208) 356-9598

5. Date you acquired the property

2002

COPY

Instrument # 299061

REXBURG, MADISON, IDAHO

2002-10-25

09:51:00

No. of Pages: 5

Recorded for : FARM CREDIT SERVICES

MARILYN R. RASMUSSEN

Fee: 15.00

Ex-Officio Recorder Deputy

ASSIGNMENT OF FARM WELL AGREEMENT

THIS ASSIGNMENT OF FARM WELL AGREEMENT (this "Assignment") is made and entered into this 15th day of October, 2002, by and between WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation (hereinafter "Deep Well"), SHAWN C. WEBSTER and LISA A. WEBSTER, husband and wife (hereinafter "Shawn"), and WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company (hereinafter "Goose Hollow").

BACKGROUND:

A. Deep Well and Goose Hollow entered into that certain Farm Well Agreement dated January 14, 2002, and recorded in Madison County, Idaho on January 17, 2002, as Instrument No. 293527 (the "Farm Well Agreement").

B. Deep Well has sold and conveyed the property referred to in the Farm Well Agreement as the Deep Well Property to Shawn, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference. As set forth in the Farm Well Agreement, Goose Hollow owns certain real property (hereinafter the "Goose Hollow Property") in Madison County, Idaho, which is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference.

C. As a result of the Deep Well Property being sold to Shawn, the parties now desire to have Deep Well assign its rights and delegate its duties in the Farm Well Agreement to Shawn, thereby confirming that the Farm Well Agreement continues to apply as between Goose Hollow and Shawn, and their respective properties.

ASSIGNMENT:

NOW, THEREFORE, for the reasons set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an amendment to the Farm Well Agreement pursuant to Section 11 thereof, the parties hereto agree as follows:

1. **Assignment.** Deep Well hereby assigns to Shawn all of Deep Well's rights, title, claim and interest under the Farm Well Agreement, and delegates to Shawn all of Deep Well's duties and obligations under the Farm Well Agreement.

2. **Release of Deep Well.** The parties acknowledge that Deep Well no longer has an ownership interest in the subject land nor in the subject well, and therefore release Deep Well from any further obligations or liabilities under the Farm Well Agreement.

3. **Acceptance by Shawn.** Shawn hereby accepts this assignment and agrees to perform each and every duty and obligation under the *Farm Well Agreement* that was previously a duty or obligation of *Deep Well*. The parties acknowledge that *Shawn* shall be entitled to each and every right or privilege extended to *Deep Well* under the *Farm Well Agreement*.

4. **Consent by Goose Hollow.** *Goose Hollow* hereby acknowledges and accepts this *Assignment*, and agrees that *Shawn* now stands in the place of *Deep Well* under the *Farm Well Agreement*. The parties further agree that the property acquired by *Shawn* from Kirk and Rita Webster (SE1/4NW1/4 and NE1/4SW1/4, Sec. 28, T5N,R40EBM) shall be included in the *Deep Well Property* and may be irrigated under the *Farm Well Agreement*.

5. **Binding.** This provisions of this *Assignment* shall be binding upon the parties hereto, together with their heirs, administrators, executors, successors and assigns. The parties agree that *Shawn* shall be treated as if he were an original party to the *Farm Well Agreement*.

IN WITNESS WHEREOF, the parties hereto have executed this *Assignment* on or prior to the day and year first set forth above.

"Goose Hollow"

WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho
limited liability company



KEVIN B. WEBSTER, Manager



JASON B. WEBSTER, Manager

"Deep Well"

WEBSTER'S DEEP WELL FARM, INC., an Idaho
corporation

By: 

B. KIRK WEBSTER, President

"Shawn"



SHAWN C. WEBSTER



LISA A. WEBSTER

STATE OF IDAHO)
)
 ss.
 County of Bonneville)

On the 15th day of October, 2002, before me, the undersigned, a notary public in and for said State, personally appeared KEVIN B. WEBSTER and JASON B. WEBSTER, known or identified to me to be the Managers of WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company and the company that executed the foregoing instrument, and acknowledged to me that they executed the same in said company 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.

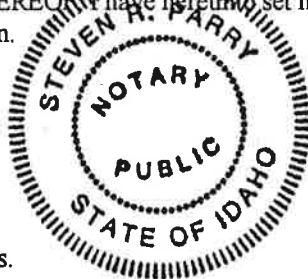


Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

STATE OF IDAHO)
)
 ss.
 County of Bonneville)

On the 15th day of October, 2002, before me, the undersigned, a notary public in and for said State, personally appeared B. KIRK WEBSTER, known or identified to me to be the PRESIDENT of WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation and the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same in said corporation 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.

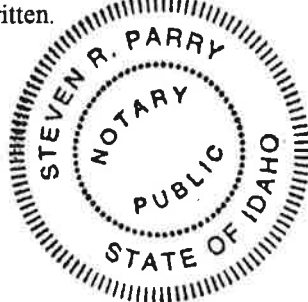


Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

STATE OF IDAHO)
)
 ss.
 County of Bonneville)

On the 15th day of October, 2002, before me, the undersigned, a notary public in and for said State, personally appeared SHAWN C. WEBSTER and LISA A. WEBSTER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

EXHIBIT "A"
to the
ASSIGNMENT OF FARM WELL AGREEMENT
between *Deep Well, Shawn and Goose Hollow*

The *Deep Well Property*, which is now owned by *Shawn*, is located in Madison County, Idaho, and is more particularly described as follows:

The following property located in Township 5 North, Range 40 East, Boise Meridian:

Section 27: North $\frac{1}{2}$.
Section 28: $W\frac{1}{2}SE\frac{1}{4}$ less all that portion lying East of the Railroad right-of-way and less Railroad right-of-way; $SE\frac{1}{4}SW\frac{1}{4}$; $NE\frac{1}{4}$ less Railroad right-of-way.
 $SE\frac{1}{4}NW\frac{1}{4}$ and $NE\frac{1}{4}SW\frac{1}{4}$

EXHIBIT "B"
to the
ASSIGNMENT OF FARM WELL AGREEMENT
between *Deep Well, Shawn and Goose Hollow*

The *Goose Hollow Property* is located in Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho, and is more particularly described as follows:

Section 21: A triangular tract of land situated in the $SE\frac{1}{4}SE\frac{1}{4}$, being all that portion which lies on the Southerly side of the right of way of Railroad.

Section 22: $SE\frac{1}{4}$; $W\frac{1}{2}$ less all that portion lying West of the Railroad right-of-way and less the Railroad right-of-way; $W\frac{1}{2}W\frac{1}{2}NE\frac{1}{4}$ less all that portion lying West of the Railroad right-of-way and less the Railroad right-of-way.

LESS AND EXCEPTING: Commencing at a point that is North $89^{\circ}38'34"$ East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North $89^{\circ}38'34"$ East 208.71 feet; thence North 208.71 feet; thence South $89^{\circ}38'34"$ West 208.71 feet; thence South 208.71 feet to the point of beginning. LESS county road right of way.

LESS AND EXCEPTING: Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 400 feet; thence South 89°38'34" West 500 feet; thence South 400 feet; then North 89°38'34" East 500 feet to the point of beginning. LESS county road right of way.

LESS AND EXCEPTING: Commencing at the SW corner of the E½ of the W½ NE¼, Section 22, Township 5 North, Range 40 East, Boise Meridian, and running thence North 1250 feet, more or less, to the true point of beginning; thence West 750 feet, more or less, to the railroad right-of-way, thence in a northeasterly direction following the railroad right-of-way for 1100 feet, more or less, to a point that is due North of the true point of beginning; thence South 800 feet, more or less, to the true point of beginning.

Section 22: Commencing at the SW corner of the E½ of the W½ NE¼, Section 22, Township 5 North, Range 40 East, Boise Meridian, and running thence North 1250 feet, more or less, thence East 50 feet, more or less, to the center line of a farm road, thence in a southerly direction following the center line of said farm road for 1300 feet, more or less, to a point that is due East of the beginning point, thence West 370 feet, more or less, to the point of beginning.

Section 23: The West 3577.5 feet of S½.

PURCHASE AGREEMENT
(Deep Well to Shawn Webster)

THIS PURCHASE AGREEMENT (this "Agreement") is made this 15th day of Feb, 2002, by and between SHAWN C. WEBSTER and LISA A. WEBSTER, husband and wife, or their assigns (hereinafter "Buyer"), and WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation (hereinafter "Deep Well"). To the extent they own any property described herein, this Agreement is also agreed to by B. KIRK WEBSTER and RITA WEBSTER, husband and wife (hereinafter "Kirk").

BACKGROUND

A. Deep Well and/or Kirk own farm land in Madison County, Idaho, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, and which is hereinafter referred to as the "Property." Located on the Property are four irrigation circles, which are commonly known as circles 16, 17, 18 & 19 (hereinafter the "Circles"), and included in such definition is all buried mainline (hereinafter the "Mainline") located on the Property and all other components of the Circles located on the Property. The Property is irrigated by a well (hereinafter the "Farm Well") located on the Property (in the North West quarter of Section 27). The Farm Well is the subject of a Well Agreement with Webster Goose Hollow Farms, LLC (hereinafter "Goose Hollow"), said Well Agreement having been recorded in Madison County on January 17, 2002, as Instrument No. 293527.

B. Attached hereto as Exhibit "B" is an areal photo which identifies thereon the area commonly known as "Jensen Siding." The Jensen Siding area is the subject of that certain Agreement Regarding Ownership of Improvements and Easements dated December 23, 1994, and recorded in Madison County that same day as Instrument No. 254572, as amended by that certain First Amendment to Agreement Regarding Ownership of Improvements and Easements dated January 14, 2002, and recorded January 17, 2002 in Madison County as Instrument No. 293526 (hereinafter as amended the "Jensen Agreement"). As set forth in the Jensen Agreement, Deep Well currently owns bin numbers 6, 9 and 10.

C. As set forth in that certain Warranty Deed recorded in Madison County as Instrument No. 293523, Deep Well previously sold to Goose Hollow a substantial piece of property, including the bulk of Section 22, Township 5 North, Range 40 East, Boise Meridian. However, excluded from that sale were, among other portions, two parcels of land referred to therein and herein as "Kirk's Homeplace" and "Deep Well Buildings Parcel." The legal descriptions for both of these parcels are set forth in Exhibit "C". Kirk's Homeplace and the Deep Well Buildings Parcel are adjacent properties and are also identified generally on the areal photo attached as Exhibit "B". As these legal descriptions show, Kirk's Homeplace is one acre, measuring 208.71 feet by 208.71 feet, and the Deep Well Buildings Parcel measures 400 feet by 500 feet. Situated upon the Deep Well Buildings Parcel are two shops, two cellars, other buildings and a well (hereinafter the "Home Well") which services Kirk's Homeplace and the farm buildings on the Deep Well Buildings Parcel. The two cellars located

on the Deep Well Buildings Parcel are identified as "Cellar #1," which is the eastern most cellar located between the shop and Cellar #2, and "Cellar #2," which is the western most cellar. Cellar #1 was previously sold by Deep Well to Goose Hollow, and that certain Cellar Easement dated January 14, 2002, recorded January 17, 2002 in Madison County as Instrument No. 293524 was created and recorded. Deep Well now desires to sell Cellar #2 to Buyer, and to convey the ground underlying both Cellar #1 and Cellar #2 to their respective owners. The Deep Well Buildings Parcel is comprised of three newly described parcels to be divided out in connection herewith, said parcels to be known as the "Cellar #1 Property," the "Cellar #2 Property," and the "Shop Property," the legal descriptions for which are also set forth in Exhibit "C".

D. Deep Well desires to sell to Buyer, and Buyer desires to purchase from Deep Well, the Property, the Circles, 1/2 of the Farm Well equipment, bin numbers 6, 9 and 10 at Jensen Siding, Cellar #2 and the Cellar #2 Property, and for that purpose the parties have entered into this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including without limitation and covenants and promises set forth herein, the parties hereto agree as follows:

1. Purchase by Buyer.

(a) **Sale by Deep Well.** Deep Well (and Kirk to the extent he owns any of the Property) hereby agrees to sell to Buyer the Property, the Circles, 1/2 of the Farm Well equipment, bin numbers 6, 9 & 10 at Jensen Siding, Cellar #2 and the Cellar #2 Property (hereinafter collectively referred to on occasion as the "Subject Assets"), on the terms and conditions set forth herein, and to convey and assign the Subject Assets or cause the Subject Assets to be conveyed and assigned by the legal owner or owners thereof to Buyer.

(b) **Earnest Money & Advanced Payment.** By their signatures hereto, the parties acknowledge that Buyer has given earnest money to Deep Well in the amount of \$75,000.00. If this transaction does not close for any reason, then Deep Well shall be obligated to return the full amount of the earnest money to Buyer. Upon closing, the earnest money shall be treated as an advanced payment and shall be credited against the purchase price as described below.

(c) **Purchase Price and Payment.** Buyer hereby agrees to buy the Subject Assets and to pay Deep Well (or Kirk to the extent of his ownership therein) therefore the sum of One Million Six Hundred Sixty Thousand and No/100 Dollars (\$1,660,000.00), such payment to be made as follows:

- (1) **Advanced Payment.** The earnest money payment of \$75,000.00 described in Section 1(b) above shall be credited against the purchase price.
- (2) **Balance in Cash at Closing.** The balance of the purchase price shall be paid at closing in cash, certified check or other readily available funds, in lawful money of the United States of America. From these

funds, *Deep Well's* and/or *Kirk's* encumbrances to (i) Eastern Idaho Agricultural Credit Association, (ii) Wells Fargo Bank, (iii) Mary W. Romrell and the Lavina W. Zollinger estate, and (iv) any other encumbrances against the *Property* shall first be paid and the liens released.

The parties agree that such purchase price has been or will be allocated by them among the *Subject Assets* as set forth on Exhibit "D."

(d) **Instrument of Conveyance.** At closing, *Deep Well* (and *Kirk* to the extent of his ownership therein) shall make, execute and deliver to *Buyer* good and sufficient Warranty Deeds and bill of sale conveying and assigning the *Subject Assets* to *Buyer*, all free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this *Agreement* is expressly made subject or is otherwise of record as agreed by the parties, and excepting any lien or encumbrance that may have attached by reason of any act, deed, or omission of *Buyer*. Three Warranty Deed forms to be used for this purpose are attached hereto as Exhibit "E" as follows: (1) Warranty Deed from *Deep Well* to *Buyer* for the *Property* owned by *Deep Well*, (2) Warranty Deed from *Kirk* to *Buyer* for the *Property* owned by *Kirk*, and (3) Warranty Deed from *Deep Well* to *Buyer* for the *Cellar #2 Property*. In addition, a form of Warranty Deed from *Deep Well* to *Goose Hollow* for the *Cellar #1 Property* is also attached for use in conveying such property as anticipated in this *Agreement*.

(e) **Representations and Warranties.** *Deep Well* and *Kirk* represent that they are not aware of any environmental contamination on the *Property* or any of the *Subject Assets*, and that the irrigation system is in good repair and working condition. Subject to the terms of this *Agreement*, the *Subject Assets* are all sold "AS IS" without any further representations or warranties of any kind.

(f) **No Transfer of Liability.** Except as expressly provided herein, *Buyer* is not assuming any liabilities of *Deep Well* or *Kirk*. Moreover, *Kirk* remains liable on the private annuity to Beverly Webster and on any other liabilities associated with his or *Deep Well's* farming operation.

2. **Well and Other Equipment.** At Closing, *Deep Well* shall execute a Bill of Sale in the form attached hereto as Exhibit "F" wherein $\frac{1}{2}$ of the *Farm Well* equipment, the *Circles* and *Mainline* will be assigned to *Buyer*. Furthermore, at Closing *Deep Well* will assign to *Buyer* its interest in the Well Agreement for the *Farm Well* in the form attached hereto as Exhibit "G."

3. **Water Rights.** The parties acknowledge that there are outstanding issues relating to the water rights on the *Property*. The primary issue arises from the combined limit restrictions set forth on Right No. 22-7408, and from the lack of water rights on the property identified on Exhibit "A" as Parcel 3. The Deed to *Buyer* shall pass with it all water rights appurtenant to or used in connection with the *Property* (whether or not such rights have been perfected and regardless of how evidenced). When *Deep Well* previously sold adjacent property to *Goose Hollow*, it was then agreed that the parties would take such action as may be necessary or appropriate to divide the burden of such restrictions equitably among them as agreed in that certain Purchase Agreement and Multi-party Exchange Agreement dated March 31, 1999, which was entered into between Kevin Webster and Shawn Webster, among others), or their respective corporations as the case may be. *Buyer* therefore

acknowledges that all such water right issues will need to be resolved in the future between *Buyer*, *Goose Hollow*, Webster's, Inc., and Webster's Mile High Farm, Inc.

4. **Cellar Easement and Domestic Well Agreement.** As part of this transaction, the *Cellar #2 Property* will be deeded by *Deep Well* to *Buyer*. Also concurrently therewith, the *Cellar #1 Property* will be deeded to *Goose Hollow* or its assigns. The form of these deeds are attached hereto as part of Exhibit "E." The *Shop Property* may subsequently be deeded to Ryan Webster. As a result of the land underlying the cellars being deeded out of *Deep Well*, that certain Cellar Easement dated January 14, 2002, and recorded January 17, 2002, as Instrument No. 293524 needs to be terminated and a new easement arrangement put in place. Therefore, the parties agree that a Termination of Cellar Easement and a Mutual Easement Agreement in the form attached hereto as Exhibit "H" will be entered into between *Buyer*, *Goose Hollow* and either *Deep Well* or Ryan Webster (depending upon who then owns the *Shop Property*). So as to reflect the new ownership as set forth herein, the Domestic Well Agreement dated January 14, 2002, and recorded January 17, 2002, in Madison County as Instrument No. 293525 will be amended as provided in Exhibit "I" attached hereto.

5. **Modification to Jensen Agreement.** At or prior to closing, the parties agree that the *Jensen Agreement* will be modified, with the modification filed in the records of Madison County, so as to state that bin numbers 6, 9 and 10 are now owned by *Buyer*. The parties acknowledge that *Buyer* may, at or after closing, transfer ownership of bins to Webster's Mile High Farm, Inc. As a result of such modification, *Deep Well* will no longer have any ownership interest in any improvements at *Jensen Siding*. *Buyer* and/or Webster's Mile High Farm, Inc. will own bins 5, 6, 9, and 10. Webster's, Inc., will continue to own bins 1, 2, 3, 4, 7, 8, and 11. The modification will also provide that any costs necessarily incurred in the future will be allocated according to proportional interests. A form of Modification Agreement is attached hereto as Exhibit "J."

6. **Payment of Ag Credit Mortgage.** Reference is made to that certain First Option to Purchase and Second Mortgage dated January 14, 2002, and recorded January 17, 2002 in Madison County as Instrument No. 293528 (the "*First Option*"). The *First Option* was recorded in connection with *Goose Hollow's* previous purchase of land from *Deep Well*, and was necessary because the property remained subject to various encumbrances in favor of Eastern Idaho Agricultural Credit Association, including a Financing Statement covering all fixtures recorded December 27, 1994 as Instrument No. 254583 (with a Continuation Statement recorded August 27, 1999 as Instrument No. 280166), a Real Estate Mortgage and Fixture Filing dated December 15, 1994, and recorded December 27, 1994 as Instrument No. 254584 (with a Memorandum of Loan Modification dated and recorded August 13, 1997 as Instrument No. 267674, and a Corrected Memorandum of Loan Modification dated September 9, 1997, and recorded October 15, 1997 as Instrument No. 268629), and a Real Estate Mortgage dated November 22, 1996, recorded December 4, 1996 as Instrument No. 264014 (collectively referred to herein as the "*Ag Credit Mortgage*"). Concurrently with the closing of this transaction, *Deep Well* shall obtain the release and removal of the *Ag Credit Mortgage* and the *First Option*. The Release of the *First Option* shall be in the form attached hereto as Exhibit "K".

7. **Possession.** Upon closing, the possession of the *Subject Assets* shall pass to *Buyer* as the owner; provided, however, that the current tenant, Ryan Webster, owns the current crop and shall be entitled to conclude the farming year in the ordinary course of farming, and shall have the right to use (without any additional rental charge, but subject to any holding costs such as electricity, etc.) the cellar and bins purchased hereunder for storage of his 2002 crop until such crops are marketed. At the end of the growing season, Ryan Webster as the current tenant shall be responsible for any fall work on the land. Once the crops have been marketed, Ryan Webster shall be responsible to leave the bins and cellar in an orderly manner consistent with good farming practices.

8. **Apportionments.** All taxes and assessments upon any of the *Subject Property* shall be prorated between the parties as of CLOSING, with *Deep Well* responsible for all taxes and assessments levied upon such property for the time period prior to and including such date, and *Buyer* responsible for all such taxes and assessments levied upon such property for the period thereafter.

9. **Closing Costs.** The closing of the transactions referred to herein shall be at such place as the parties mutually agree, and under the direction of such closing agent as the parties agree. *Buyer* and *Deep Well* shall each pay one-half (1/2) of the closing costs charged by any title company or other closing agent in connection with the closing. None of the parties have incurred any brokerage fees in connection with any of the transactions contemplated by this *Agreement*. *Buyer* and *Deep Well* shall each pay one-half (1/2) of the attorney fees incurred in drafting this *Agreement* and related documents, and otherwise associated with this transaction.

10. **Title Insurance.**

(a) **Owner's Policy.** Unless the parties agree otherwise prior to closing, *Deep Well* agrees to provide to *Buyer* a standard form owner's title insurance policy in the amount of \$ _____ [amount still to be added by the parties after signing] insuring title in *Buyer* to the real property portion of the *Property* and in the *Cellar #2 Property* free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this *Agreement* is expressly made subject (or any of record which the parties agree to at Closing as reflected in the deeds ultimately executed), and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of *Buyer*, and excepting the usual printed exceptions contained in such policy of title insurance, and taxes and assessments for the current year, easements and rights of way of public record. The other *Subject Assets* will not be covered by title insurance.

(b) **Payment.** The cost of the title insurance shall be paid by *Deep Well*.

11. **Default.** In the event *Deep Well* is unable to convey title in accordance with the terms of this *Agreement*, the parties shall cooperate in making a reasonable effort to remedy any such problem. If the parties are unable to resolve such problems, and the parties are also not able to negotiate a resolution to the problem that would allow the closing to occur, then the sole liability of the parties will be to cover their respective costs and expenses hereunder, and to return any earnest money paid in anticipation of closing. Prior to closing, either party may terminate this *Agreement*.

12. **Closing.** The closing shall be held at such location as shall be designated by the parties, on or before OCTOBER 15, 2002.

30 HAWK SW SW

13. **Deep Well Name.** As part of this transaction and without any additional consideration, *Deep Well* hereby agrees that the name "Webster's Deep Well Farm" shall also be transferred to *Buyer*. To accomplish this transfer, *Deep Well* agrees that it will change its name at the request of *Buyer*, either concurrently with closing or at any future time, and that it will sign such consents or other documents as may be required to transfer such name. Except to the extent done in connection with this transaction, the expense of transferring the name, including any name change required for *Deep Well*, shall be borne by *Buyer*.

14. **Binding Effect.** This *Agreement* shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto. All Exhibits, which may be signed at closing as the originals and copies thereof attached hereto as Exhibits, are incorporated into this *Agreement* by this reference the same as if fully set forth herein. This *Agreement* shall be binding between the parties even if some of the Exhibits are not yet completed, subject to the parties subsequently agreeing upon the form of such Exhibits.

15. **Survival of Terms.** The terms and provisions of this *Agreement* shall survive the closing and the execution and delivery of instruments of transfer and conveyance. The terms of this *Agreement* shall not be merged out by the execution and delivery of the instruments of transfer and conveyance.

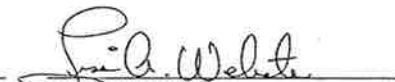
16. **Legal Representation.** The parties all acknowledge that this *Agreement* has been prepared by Steven R. Parry at the request of all parties. Mr. Parry currently represents each of the parties in various and periodic matters, and has not advocated any position for one party or another in this matter. Whenever any issues have arisen the resolution of which could benefit one party to the detriment of another, the parties themselves have made the determination. The parties each recognize that they may seek independent legal counsel on any issue arising herein, or in regards to this entire *Agreement*. As this multiple representation creates a conflict of interest, the parties by their signatures below also waive such conflict and expressly consent to the preparation of this *Agreement*, and such other related legal work, by Mr. Parry. The parties agree that they will divide the legal fees between them with *Deep Well* paying half and *Buyer* paying half.

17. **General.** This *Agreement* shall be construed and interpreted pursuant to the laws of the State of Idaho. This *Agreement* may not be changed or terminated orally. This *Agreement* supersedes all prior negotiations and agreements between the parties and represents the full agreement of the parties with respect to the subject matter hereof. By their signatures below, the undersigned each represent that they have authority to sign for the entities for which they are signing.

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

"Buyer"


SHAWN C. WEBSTER


LISA A. WEBSTER

"Deep Well"

WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation

By: B. Kirk Webster
B. KIRK WEBSTER, President

"Kirk"

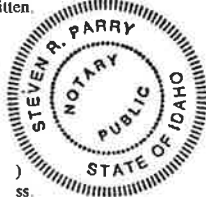
B. Kirk Webster Rita Webster
B. KIRK WEBSTER RITA WEBSTER

L:\wp\3675\DeepWelltoShawn.mpd

STATE OF IDAHO)
ss.
County of Bannock)

On the 15th day of OCTOBER, 2002, before me, the undersigned, a notary public in and for said State, personally appeared SHAWN C. WEBSTER and LISA A. WEBSTER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

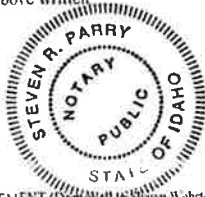


Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

STATE OF IDAHO)
ss.
County of _____)

On the 15th day of OCTOBER, 2002, before me, the undersigned, a notary public in and for said State, personally appeared B. KIRK WEBSTER, known or identified to me to be the PRESIDENT of WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation and the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same in said corporation 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.



Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

STATE OF IDAHO)
ss.
County of Bannock)

On the 15th day of OCTOBER, 2002, before me, the undersigned, a notary public in and for said State, personally appeared B. KIRK WEBSTER and RITA WEBSTER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

EXHIBIT "A"
to the
PURCHASE AGREEMENT
between *Buyer* and *Deep Well*

Legal Description for the *Property*.

These legal descriptions are taken from
Alliance Title Preliminary Title Report, Order No. 3040211958-G

Parcel No. 1

All that portion of the NE¼ of Section 28 lying West of the railroad right of way, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho.

Parcel No. 2

All that portion of the SE¼ of Section 28 lying West of the railroad right of way, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho.
The SE¼ of the SW¼ of Section 28, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho.

Parcel No. 3

The SE¼ of the NW¼ of Section 28 and the NE¼ of the SW¼ of Section 28, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho.

Parcel No. 4

All that portion of the NE¼ of Section 28 lying East of the railroad right of way, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho.

Parcel No. 5

The North Half of Section 27, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho.

EXHIBIT "B"
to the
PURCHASE AGREEMENT
between *Buyer* and *Deep Well*

Areal Photo Showing *Jensen Siding, Kirk's Homeplace, and Deep Well Buildings Parcel.*

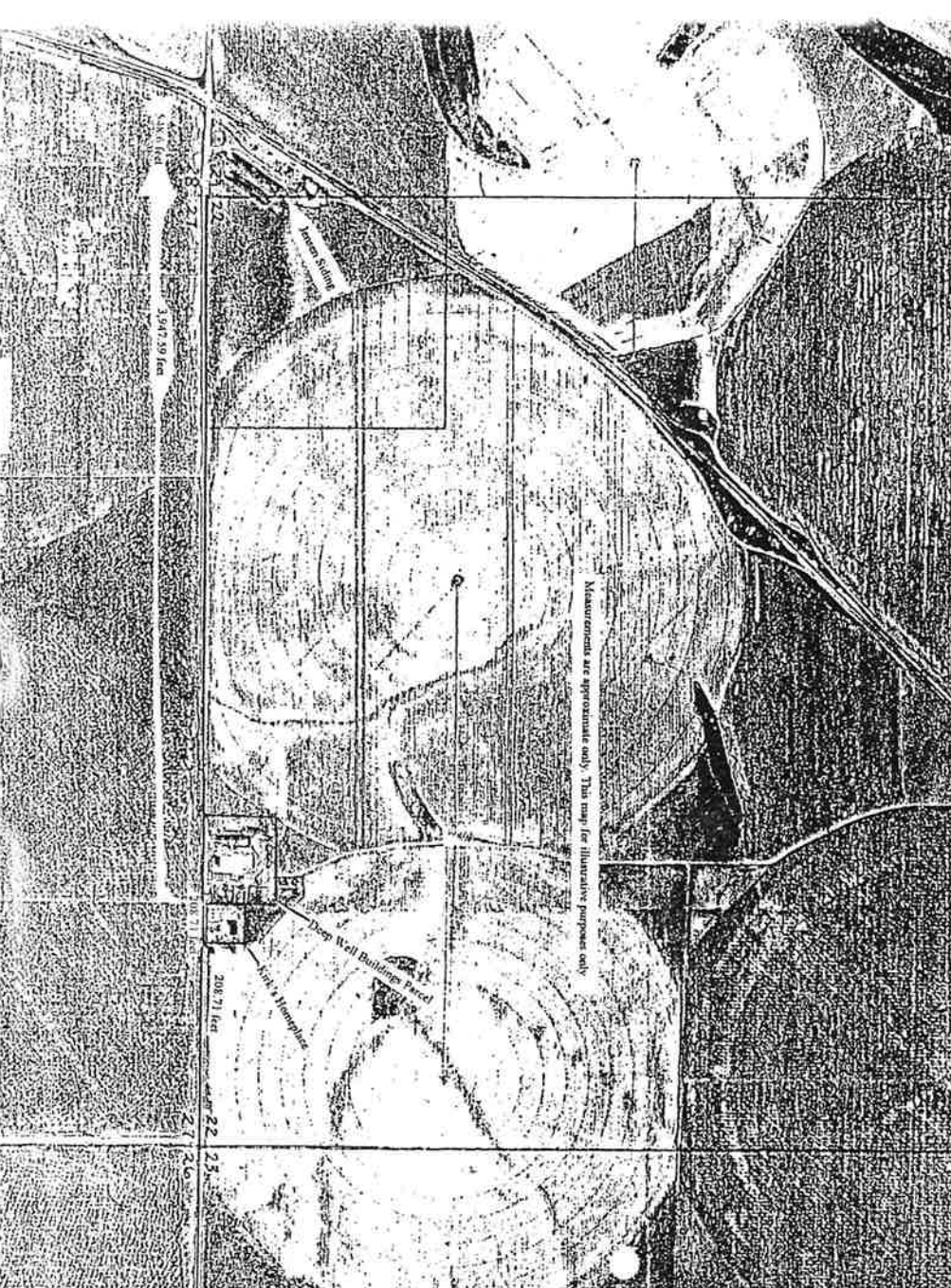


EXHIBIT "C"
to the
PURCHASE AGREEMENT
between *Buyer* and *Deep Well*

Legal Description for *Kirk's Homeplace* and *Deep Well Buildings Parcel*

[Kirk's Homeplace]

Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 89°38'34" East 208.71 feet; thence North 208.71 feet; thence South 89°38'34" West 208.71 feet; thence South 208.71 feet to the point of beginning. LESS county road right of way.

[Deep Well Buildings Parcel]

Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 400 feet; thence South 89°38'34" West 500 feet; thence South 400 feet; then North 89°38'34" East 500 feet to the point of beginning. LESS county road right of way.

[Cellar #1 Property]

[This legal description is in the process of being determined by survey and will be added to this *Agreement* and/or the relevant exhibits by the parties after it is received.]

[Cellar #2 Property]

[This legal description is in the process of being determined by survey and will be added to this *Agreement* and/or the relevant exhibits by the parties after it is received.]

[Shop Property]

[This legal description is in the process of being determined by survey and will be added to this *Agreement* and/or the relevant exhibits by the parties after it is received.]

EXHIBIT "D"
to the
PURCHASE AGREEMENT
between *Buyer* and *Deep Well*
Allocation of Purchase Price

[This allocation of the purchase price need not be completed by the parties prior to closing, and this *Agreement* shall be binding whether or not the allocation is completed at the time of signing or the time of closing.]

Bin numbers 6, 9 and 10 at <i>Jensen Siding</i> , and <i>Cellar #2</i>	\$170,000.00
<i>Circles</i> (without <i>Mainline</i>)	\$
<i>Mainline</i>	\$
1/2 of <i>Farm Well</i> Equipment	<u>\$125,000.00</u>
 Purchase Price of Equipment	 \$
 <i>Property</i>	 \$
(Of this amount, \$_____ is for the Property purchased from <i>Kirk</i>)	
 Purchase Price for <i>Subject Assets</i>	 \$1,660,000.00

All assets appurtenant to the *Property* and all irrigation equipment used thereon are included, and the foregoing list is intended to detail the larger items for allocation purposes and is not intended to limit the scope of what is being transferred.

EXHIBIT "E"
to the
PURCHASE AGREEMENT
between *Buyer* and *Deep Well*
Warranty Deed Forms

WARRANTY DEED

GRANTOR, WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation, of Madison County, Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto SHAWN C. WEBSTER and LISA A. WEBSTER, husband and wife, whose current mailing address is P.O. Box 457, Rexburg, Idaho 83440, as GRANTEE, and to Grantee's successors and assigns forever, all of the following described real estate located in Madison County, Idaho:

Parcel No. 1

All that portion of the NE¼ of Section 28 lying West of the railroad right of way, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho.

Parcel No. 2

All that portion of the SE¼ of Section 28 lying West of the railroad right of way, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho.

The SE¼ of the SW¼ of Section 28, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho.

Parcel No. 3

All that portion of the NE¼ of Section 28 lying East of the railroad right of way, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho.

Parcel No. 4

The North Half of Section 27, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho.

TOGETHER with all improvements, water, water rights, easements, hereditaments, and appurtenances thereto, and subject to such rights, easements, covenants, restrictions, and zoning regulations as appear of record or based upon the premises.

GRANTOR, for itself, its successors and assigns, does hereby covenant, warrant, and shall defend the quiet and peaceable possession of said premises by GRANTEE, their successors and assigns forever against all lawful claims of all persons.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed its name to this instrument this 15th day of October, 2002.

"Grantor"
WEBSTER'S DEEP WELL FARM, INC., An Idaho corporation

By: B. Kirk Webster
B. KIRK WEBSTER, President
By: Rita Webster
RITA WEBSTER, Secretary

COPY

STATE OF IDAHO)
County of Bonneville) ss.

On this 15th day of OCTOBER, 2002, before me, a Notary Public for said state, personally appeared B. KIRK WEBSTER and RITA WEBSTER, known or identified to me to be the President and Secretary, respectively, of WEBSTER'S DEEP WELL FARM, INC., the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

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



Steven R. Parry
Notary Public
Residing At Idaho Falls, ID
My Commission Expires: 7/1/2005

WARRANTY DEED

GRANTORS, KIRK WEBSTER and RITA WEBSTER, husband and wife, of Madison County, Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto SHAWN C. WEBSTER and LISA A. WEBSTER, husband and wife, whose current mailing address is P.O. Box 457, Rexburg, Idaho 83440, as GRANTEE, and to Grantee's successors and assigns forever, all of the following described real estate located in Madison County, Idaho:

The SE¼ of the NW¼ of Section 28 and the NE¼ of the SW¼ of Section 28, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho.

TOGETHER with all improvements, water, water rights, easements, hereditaments, and appurtenances thereto, and subject to such rights, easements, covenants, restrictions, and zoning regulations as appear of record or based upon the premises.

GRANTORS, for themselves, their successors and assigns, do hereby covenant, warrant, and shall defend the quiet and peaceable possession of said premises by GRANTEE, their successors and assigns forever against all lawful claims of all persons.

IN WITNESS WHEREOF, GRANTORS have hereunto subscribed their names to this instrument this 15th day of October, 2002.

"Grantors"

Kirk Webster
KIRK WEBSTER
Rita Webster
RITA WEBSTER

STATE OF IDAHO)
County of Bonneville) ss.

On this 15th day of October, 2002, before me, a Notary Public for said state, personally appeared KIRK WEBSTER and RITA WEBSTER, husband and wife, known or identified to me to be the persons that executed the within instrument, and acknowledged to me that they executed the same.

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



Steven Parry
Notary Public
Residing At Idaho Falls, ID
My Commission Expires 7/1/2003

COPY

WARRANTY DEED

GRANTOR, WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation, of Madison County, Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto SHAWN C. WEBSTER and LISA A. WEBSTER, husband and wife, whose current mailing address is P.O. Box 457, Rexburg, Idaho 83440, as GRANTEE, and to Grantee's successors and assigns forever, all of the following described real estate located in Madison County, Idaho:

[NEED LEGAL DESCRIPTION FOR CELLER NO. 2 PROPERTY]

TOGETHER with all improvements, water, water rights, easements, hereditaments, and appurtenances thereto, and subject to such rights, easements, covenants, restrictions, and zoning regulations as appear of record or based upon the premises.

GRANTOR, for itself, its successors and assigns, does hereby covenant, warrant, and shall defend the quiet and peaceable possession of said premises by GRANTEE, its successors and assigns forever against all lawful claims of all persons.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed its name to this instrument this ____ day of _____, 2002.

"Grantor"
WEBSTER'S DEEP WELL FARM, INC., An Idaho corporation

By: _____
B. KIRK WEBSTER, President

By: _____
RITA WEBSTER, Secretary

STATE OF IDAHO)
County of _____) ss.

On this ____ day of _____, 2002, before me, a Notary Public for said state, personally appeared B. KIRK WEBSTER and RITA WEBSTER, known or identified to me to be the President and Secretary, respectively, of WEBSTER'S DEEP WELL FARM, INC., the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

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

Notary Public
Residing At _____
My Commission Expires: _____

WARRANTY DEED

GRANTOR, WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation, of Madison County, Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company, whose current mailing address is P.O. Box 321, Rexburg, Idaho 83440, as GRANTEE, and to Grantee's successors and assigns forever, all of the following described real estate located in Madison County, Idaho:

[NEED LEGAL DESCRIPTION FOR CELLER NO. 1 PROPERTY]

TOGETHER with all improvements, water, water rights, easements, hereditaments, and appurtenances thereto, and subject to such rights, easements, covenants, restrictions, and zoning regulations as appear of record or based upon the premises.

GRANTOR, for itself, its successors and assigns, does hereby covenant, warrant, and shall defend the quiet and peaceable possession of said premises by GRANTEE, its successors and assigns forever against all lawful claims of all persons.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed its name to this instrument this _____ day of _____, 2002.

"Grantor"

WEBSTER'S DEEP WELL FARM, INC., An Idaho corporation

By: _____

B. KIRK WEBSTER, President

By: _____

RITA WEBSTER, Secretary

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2002, before me, a Notary Public for said state, personally appeared B. KIRK WEBSTER and RITA WEBSTER, known or identified to me to be the President and Secretary, respectively, of WEBSTER'S DEEP WELL FARM, INC., the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

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

Notary Public

Residing At: _____

My Commission Expires: _____

EXHIBIT "F"
to the
PURCHASE AGREEMENT
between *Buyer* and *Deep Well*
Bill of Sale

PURCHASE AGREEMENT (Deep Well to Shawn Webster)

PAGE 14

BILL OF SALE

Pursuant to the Purchase Agreement (hereinafter the "*Purchase Agreement*," with all terms defined therein having the same meaning in this Bill of Sale) entered into between Webster's Deep Well Farm, Inc., an Idaho corporation ("*Deep Well*") and Shawn C. Webster and Lisa A. Webster, husband and wife ("*Shawn*"), *Deep Well* hereby assigns and transfers to *Shawn* all of its right, title and interest in and to the following described assets:

- ½ of the equipment associated with the *Farm Well* located in the NW¼ of Section 27, T5N, R40E.B.M., including without limitation a ½ interest in any pumps, motors, panels, casing, bowls, boosters and other items associated with said well (the other ½ being owned by Webster Goose Hollow Farms, LLC ("*Goose Hollow*");
- ½ interest in the mainline from the *Farm Well* to the property previously purchased by *Goose Hollow* from *Deep Well* (the other ½ being owned by *Goose Hollow*);
- The *Mainline* located on the *Property* purchased by *Shawn* from *Deep Well*;
- *Cellar #2*, and any associated equipment located therein or thereabouts, as identified in the *Purchase Agreement*;
- Bin numbers 6, 9 and 10 as described in the *Purchase Agreement* and the Second Amendment to Agreement Regarding Ownership of Improvements and Easements; and
- The *Circles* and related irrigation equipment located on the *Property*, and referred to commonly as circles 16, 17, 18, & 19.

Except as provided in the *Purchase Agreement*, *Deep Well* assigns such assets free and clear of any liens or encumbrances.

DATED this 15th day of October, 2002.

"*Deep Well*"

WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation

By: B. Kirk Webster
B. KIRK WEBSTER, President

STATE OF IDAHO)
 ss.
County of Bonneville)

On the 15th day of October, 2002, before me, the undersigned, a notary public in and for said State, personally appeared B. KIRK WEBSTER, known or identified to me to be the PRESIDENT of WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation and the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same in said corporation 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.



Shawn C. Webster
Notary Public
Residing at 2400 N. 1st St.
My Commission Expires 7/1/2003

COPY

EXHIBIT "G"

to the
PURCHASE AGREEMENT
between *Buyer* and *Deep Well*
Assignment of Well Agreement

ASSIGNMENT OF FARM WELL AGREEMENT

THIS ASSIGNMENT OF FARM WELL AGREEMENT (this "Assignment") is made and entered into this 15th day of October, 2002, by and between WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation (hereinafter "Deep Well"), SHAWN C. WEBSTER and LISA A. WEBSTER, husband and wife (hereinafter "Shawn"), and WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company (hereinafter "Goose Hollow").

BACKGROUND:

A. Deep Well and Goose Hollow entered into that certain Farm Well Agreement dated January 14, 2002, and recorded in Madison County, Idaho on January 17, 2002, as Instrument No. 293527 (the "Farm Well Agreement").

B. Deep Well has sold and conveyed the property referred to in the Farm Well Agreement as the Deep Well Property to Shawn, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference. As set forth in the Farm Well Agreement, Goose Hollow owns certain real property (hereinafter the "Goose Hollow Property") in Madison County, Idaho, which is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference.

C. As a result of the Deep Well Property being sold to Shawn, the parties now desire to have Deep Well assign its rights and delegate its duties in the Farm Well Agreement to Shawn, thereby confirming that the Farm Well Agreement continues to apply as between Goose Hollow and Shawn, and their respective properties.

ASSIGNMENT:

NOW, THEREFORE, for the reasons set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an amendment to the Farm Well Agreement pursuant to Section 11 thereof, the parties hereto agree as follows:

1. Assignment. Deep Well hereby assigns to Shawn all of Deep Well's rights, title, claim and interest under the Farm Well Agreement, and delegates to Shawn all of Deep Well's duties and obligations under the Farm Well Agreement.

2. Release of Deep Well. The parties acknowledge that Deep Well no longer has an ownership interest in the subject land nor in the subject well, and therefore release Deep Well from any further obligations or liabilities under the Farm Well Agreement.

3. Acceptance by Shawn. Shawn hereby accepts this assignment and agrees to perform each and every duty and obligation under the Farm Well Agreement that was previously a duty or obligation of Deep Well. The parties acknowledge that Shawn shall be entitled to each and every right or privilege extended to Deep Well under the Farm Well Agreement.

4. Consent by Goose Hollow. Goose Hollow hereby acknowledges and accepts this Assignment, and agrees that Shawn now stands in the place of Deep Well under the Farm Well Agreement. The parties further agree that the property acquired by Shawn from Kirk and Rita Webster (SE1/4NW1/4 and NE1/4SW1/4, Sec. 28, T5N, R40EBM) shall be included in the Deep Well Property and may be irrigated under the Farm Well Agreement.

5. Binding. This provisions of this Assignment shall be binding upon the parties hereto, together with their heirs, administrators, executors, successors and assigns. The parties agree that Shawn shall be treated as if he were an original party to the Farm Well Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on or prior to the day and year first set forth above.

"Goose Hollow"

WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho
limited liability company


KEVIN B. WEBSTER, Manager


JASON B. WEBSTER, Manager

"Deep Well"

WEBSTER'S DEEP WELL FARM, INC., an Idaho
corporation

By: 
B. KIRK WEBSTER, President

"Shawn"


SHAWN C. WEBSTER


LISA A. WEBSTER

STATE OF IDAHO)
ss.
County of Bonneville)

On the 15th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared KEVIN B. WEBSTER and JASON B. WEBSTER, known or identified to me to be the Managers of WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company and the company that executed the foregoing instrument, and acknowledged to me that they executed the same in said company 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.

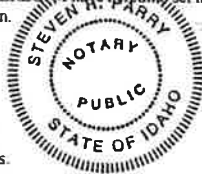


Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

STATE OF IDAHO)
ss.
County of Bonneville)

On the 15th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared B. KIRK WEBSTER, known or identified to me to be the PRESIDENT of WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation and the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same in said corporation 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.



Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

STATE OF IDAHO)
ss.
County of Bonneville)

On the 15th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared SHAWN C. WEBSTER and LISA A. WEBSTER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

EXHIBIT "A"
to the
ASSIGNMENT OF FARM WELL AGREEMENT
between Deep Well, Shawn and Goose Hollow

The Deep Well Property, which is now owned by Shawn, is located in Madison County, Idaho, and is more particularly described as follows:

The following property located in Township 5 North, Range 40 East, Boise Meridian:

- Section 27: North ½.
Section 28: W½SE¼ less all that portion lying East of the Railroad right-of-way and less Railroad right-of-way; SE¼SW¼; NE¼ less Railroad right-of-way, SE¼ NW¼ and NE¼ SW¼

EXHIBIT "B"
to the
ASSIGNMENT OF FARM WELL AGREEMENT
between Deep Well, Shawn and Goose Hollow

The Goose Hollow Property is located in Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho, and is more particularly described as follows:

Section 21: A triangular tract of land situated in the SE¼SE¼, being all that portion which lies on the Southerly side of the right of way of Railroad.

Section 22: SE¼; W½ less all that portion lying West of the Railroad right-of-way and less the Railroad right-of-way; W½W¼NE¼ less all that portion lying West of the Railroad right-of-way and less the Railroad right-of-way.

LESS AND EXCEPTING: Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 89°38'34" East 208.71 feet; thence North 208.71 feet; thence South 89°38'34" West 208.71 feet; thence South 208.71 feet to the point of beginning. LESS county road right of way.

LESS AND EXCEPTING: Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 400 feet; thence South 89°38'34" West 500 feet; thence South 400 feet; then North 89°38'34" East 500 feet to the point of beginning. LESS county road right of way.

LESS AND EXCEPTING: Commencing at the SW corner of the E½ of the W½ NE¼, Section 22, Township 5 North, Range 40 East, Boise Meridian, and running thence North 1250 feet, more or less, to the true point of beginning; thence West 750 feet, more or less, to the railroad right-of-way, thence in a northeasterly direction following the railroad right-of-way for 1100 feet, more or less, to a point that is due North of the true point of beginning; thence South 800 feet, more or less, to the true point of beginning.

Section 22: Commencing at the SW corner of the E½ of the W½ NE¼, Section 22, Township 5 North, Range 40 East, Boise Meridian, and running thence North 1250 feet, more or less, thence East 50 feet, more or less, to the center line of a farm road, thence in a southerly direction following the center line of said farm road for 1300 feet, more or less, to a point that is due East of the beginning point, thence West 370 feet, more or less, to the point of beginning.

Section 23: The West 3577.5 feet of S¼.

EXHIBIT "H"
to the
PURCHASE AGREEMENT
between *Buyer* and *Deep Well*

Termination of Cellar Easement and new Mutual Easement Agreement

MUTUAL EASEMENT AGREEMENT

This Mutual Easement Agreement (this "Agreement") is made and entered this 15th day of October, 2002, by and between WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company, whose current mailing address is P.O. Box 321, Rexburg, Idaho 83440 (hereinafter "Goose Hollow"), SHAWN C. WEBSTER and LISA A. WEBSTER, husband and wife, whose current mailing address is P.O. Box 457, Rexburg, Idaho 83440 (hereinafter "Shawn"), and WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation, whose current mailing address is P.O. Box 383, Rexburg, Idaho 83440 (hereinafter "Deep Well").

BACKGROUND & DEFINITIONS

A. Goose Hollow, Shawn and Deep Well own various portions of the following described property located in the SE1/4 of Section 22, T5N, R40 E.B.M., to wit:

Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jensen, Idaho; thence North 400 feet; thence South 89°38'34" West 500 feet; thence South 400 feet; then North 89°38'34" East 500 feet to the point of beginning. LESS county road right of way.

This property is hereinafter referred to as the "Servient Estate."

B. The portion of the Servient Estate owned by Goose Hollow is described as follows:

[LEGAL DESCRIPTION FOR GOOSE HOLLOW CELLAR PROPERTY] *

This property is hereinafter referred to as the Goose Hollow Property.

C. The portion of the Servient Estate owned by Shawn is described as follows:

MUTUAL EASEMENT AGREEMENT

* These legal descriptions may be inserted in ready printed pages upon the oral consent of each signer.

PAGE 1

[LEGAL DESCRIPTION FOR SHAWN'S CELLAR PROPERTY] *

This property is hereinafter referred to as Shawn's Property.

D. The portion of the Servient Estate owned by Deep Well is described as follows:

[LEGAL DESCRIPTION FOR DEEP WELL'S SHOP PROPERTY] *

This property is hereinafter referred to as the Deep Well Property.

E. The Goose Hollow Property on which sits a cellar, Shawn's Property on which sits a cellar, and the Deep Well Property on which sits a shop and other improvements, together comprise the Servient Estate. The improvements on the Servient Estate have been used together in the past, and the access and use of the various improvements requires various easements over, under and across the Servient Estate. Therefore, for the mutual benefit of the parties hereto it has become necessary that the parties grant mutual easements to one another so as to continue the efficient use of their respective property and improvements consistent with past usage.

EASEMENT

NOW, THEREFORE, for the reasons set forth above, and for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby grant and convey to each other various easements as described herein over and upon their respective portions of the Servient Estate to the extent necessary for each party to utilize their respective property and improvements consistent with past usage.

The purpose and scope of the easements granted herein shall be two fold: First, the easements shall include the right for each landowner to retain and bring such utilities and other amenities as may be necessary or appropriate, including without limitation water and power, across the Servient Estate and to their respective properties. Second, the easements shall include the right to cross and use the Servient Estate to and from the county road in reasonable lanes and places designated by the respective owners of each property for the purpose of ingress and egress to each property. These easements shall be reasonably construed so as to give each land owner reasonable use and access to their respective property.

Each party shall cooperate with one another (in driving, parking, loading, unloading, etc.) so that each is able to utilize their respective property and improvements, and the easements granted herein for the purposes intended. Each party shall be obligated to insure their own activities and their own structures, and each party is encourage to carry general liability insurance for the property owned by them. Each party agrees that they will not violate any environmental laws upon their own or the others properties. Each party hereby agrees to hold and save the other's harmless from any and all claims of third parties arising from their own use (or the use of their guests or invitees) of the rights granted herein.

Each party agrees that they will cooperate and participate in the reasonable maintenance and

MUTUAL EASEMENT AGREEMENT

PAGE 2

repair of any roadways or other maintenance or repairs which benefit their respective properties. Except for repairs and maintenance, no party may charge any other party for use under this easement. The manner of sharing costs for repairs and maintenance shall be based upon the parties respective use of the subject easement. If the parties cannot agree upon such cost sharing, then they shall first attempt to mediate such dispute. If mediation fails, then any party may bring suit for the purpose of determining the cost sharing ratios and the appropriateness of any desired repairs or maintenance.

The easements granted herein are limited to the current use and shall not be expanded or significantly altered by any party without the other parties' written permission. The easements granted herein are nonexclusive. The easements granted herein shall be perpetual and shall run with and bind the *Servient Estate*, and therefore may be conveyed or leased by their respective parties, their successors, heirs and assigns. This *Agreement* and the easements herein shall inure to the benefit of, and be enforceable by any owner of all or part of the *Servient Estate*. This *Agreement* shall be interpreted pursuant to the laws of the State of Idaho, and as though all parties had drafted it. This *Agreement* has not been entered for the benefit of any third parties and no third parties shall have the right to enforce this *Agreement*.

IN WITNESS WHEREOF, the parties have executed this *Agreement* this 15th day of October, 2002.

"Goose Hollow"

WEBSTER GOOSE HOLLOW FARMS, LLC,
an Idaho limited liability company

Kevin B. Webster
Kevin B. Webster, Manager

Jason B. Webster
Jason B. Webster, Manager

"Shawn"

Shawn C. Webster
SHAWN C. WEBSTER

Lisa A. Webster
LISA A. WEBSTER

"Deep Well"

WEBSTER'S DEEP WELL FARM, INC.,
an Idaho corporation

B. Kirk Webster
B. Kirk Webster, President

STATE OF IDAHO)
ss.
County of Bannock)

On the 15th day of October, 2002, before me, the undersigned, a notary public in and for said State, personally appeared KEVIN B. WEBSTER and JASON B. WEBSTER, known or identified to me to be the Managers of WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company and the company that executed the foregoing instrument, and acknowledged to me that they executed the same in said company 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.

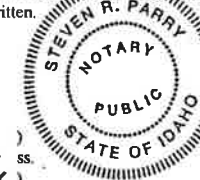


Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

STATE OF IDAHO)
ss.
County of Bannock)

On the 15th day of October, 2002, before me, the undersigned, a notary public in and for said State, personally appeared SHAWN B. WEBSTER and LISA A. WEBSTER, husband and wife, known or identified to me to be the persons who executed the foregoing 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.



Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

STATE OF IDAHO)
ss.
County of Bannock)

On the 15th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared B. KIRK WEBSTER, known or identified to me to be the PRESIDENT of WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation and the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same in said corporation 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.



Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

TERMINATION OF CELLAR EASEMENT

WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation, as *GRANTOR*, and WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company, as *GRANTEE*, entered into that certain Cellar Easement dated January 14, 2002, and recorded as Instrument No. 293524 in Madison County, Idaho, on January 17, 2002 (the "*Cellar Easement*"). The *Cellar Easement* was necessary because the *GRANTEE* owned a cellar upon property that continued to owned by the *GRANTOR*.

Concurrently herewith, the *GRANTOR* has conveyed the property underlying the subject Cellar to the *GRANTEE* and has conveyed other property within the "*Servient Estate*" to other parties. Because of this new ownership arrangement, the new owners are entering into new easement arrangements between them, and therefore the *Cellar Easement* is no longer necessary.

NOW, THEREFORE, for the reasons set forth above, and for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the *GRANTOR* and *GRANTEE* who were parties to the *Cellar Easement* hereby agree that said *Cellar Easement* is terminated immediately and shall have no further force or effect.

IN WITNESS WHEREOF, *GRANTOR* and *GRANTEE* have executed this instrument this 15th day of October, 2002.

"*GRANTOR*"

WEBSTER'S DEEP WELL FARM, INC.,
an Idaho corporation

B. Kirk Webster
B. Kirk Webster, President

"*GRANTEE*"

WEBSTER GOOSE HOLLOW FARMS, LLC
an Idaho limited liability company

Kevin B. Webster
Kevin B. Webster, Manager
Jason B. Webster
Jason B. Webster, Manager

STATE OF IDAHO)
)
County of Bonneville)
)

On the 15th day of OCTOBER, 2002, before me, the undersigned, a notary public in and for said State, personally appeared KEVIN B. WEBSTER and JASON B. WEBSTER, known or identified to me to be the Managers of WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company and the company that executed the foregoing instrument, and acknowledged to me that they executed the same in said company 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.



Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

STATE OF IDAHO)
)
County of Bonneville)
)

On the 15th day of OCTOBER, 2002, before me, the undersigned, a notary public in and for said State, personally appeared B. KIRK WEBSTER, known or identified to me to be the PRESIDENT of WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation and the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same in said corporation 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.



Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

L:\wp12675\terminate cellar\wp1

EXHIBIT "I"
to the
PURCHASE AGREEMENT
between Buyer and Deep Well
Modification to Domestic Well Agreement

AMENDED
DOMESTIC WELL AGREEMENT

THIS AMENDED DOMESTIC WELL AGREEMENT (this "Amended Agreement") is made and entered into this 15th day of October, 2002, by and between WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company (hereinafter "Goose Hollow"), SHAWN C. WEBSTER and LISA A. WEBSTER, husband and wife (hereinafter "Shawn"), WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation (hereinafter "Deep Well"), and CHAD WEBSTER and KAMI WEBSTER, husband and wife (hereinafter the "Homeowners").

BACKGROUND:

A. By that certain Domestic Well Agreement dated January 14, 2002, and recorded on January 17, 2002 in Madison County, Idaho as Instrument No. 293525 (the "Original Well Agreement"), Goose Hollow, Deep Well, and the Homeowners agreed to terms for the sharing of a domestic well. Since that time, Deep Well has conveyed the property underlying Cellar #1 to Goose Hollow and conveyed Cellar #2 and the underlying property to Shawn. Furthermore, Deep Well is anticipating selling the shop and remaining property to another party in the near future. Consequently, the parties desire to clarify and modify the terms of the Original Well Agreement so as to accommodate this new ownership arrangement, and for that purpose enter into this Amended Agreement.

B. Deep Well, Shawn, and Goose Hollow each own a portion of the following-described property (hereinafter the "Building Property") in Madison County, Idaho, which is located in the SE1/4 of Section 22, Township 5 North, Range 40 East, Boise Meridian, and is more particularly described as follows:

Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 400 feet; thence South 89°38'34" West 500 feet; thence South 400 feet; then North 89°38'34" East 500 feet to the point of beginning. LESS county road right of way.

C. Located upon the Building Property are various buildings, shops and two cellars, with the eastern most cellar known as and referred to herein as "Cellar #1," and the western most cellar known as and referred to herein as "Cellar #2". Cellar #1 and the underlying land are owned by Goose Hollow. Cellar #2 and the underlying land are owned by Shawn. The shop and remainder of the Building Property are owned by Deep Well.

D. The Homeowners own property (hereinafter the "Homeowners' Property") adjacent to and directly east of the Building Property, such property being located in the SE1/4 of Section 22, Township 5 North, Range 40 East, Boise Meridian, and more particularly described as follows:

COPY

Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 89°38'34" East 208.71 feet; thence North 208.71 feet; thence South 89°38'34" West 208.71 feet; thence South 208.71 feet to the point of beginning. LESS county road right of way.

E. A domestic well (the "Well") is located on the *Building Property*, and is owned by *Deep Well*. The *Well*, along with any pumps, motors, panels, pressure systems, pipe lines for water distribution, and other necessary components are referred to herein collectively as the "*Water System*." The *Water System* provides water to the home on the *Homeowners' Property*, to *Shawn's Cellar #2*, to *Deep Well's* shops and other buildings, and to *Goose Hollow's Cellar #1*. The parties desire by this *Agreement* to set forth the terms and conditions upon which they will share water from the *Water System*.

AGREEMENT:

NOW, THEREFORE, for the reasons set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Amended Agreement*. This *Amended Agreement* shall supercede the *Original Well Agreement* in its entirety.

2. *Water System*. The *Water System* is owned by *Deep Well*, except that (a) *Goose Hollow* owns any pipe or components between the *Well* and *Cellar #1* (including any components within *Cellar #1*), (b) *Shawn* owns any pipe or components between the *Well* and *Cellar #2* (including any components within *Cellar #2*), and (c) the *Homeowners* own any pipe or components between the *Well* and their home (including any components within their home). However, the purpose for the *Water System* has and will continue to be to provide water to *Deep Well's* buildings, *Goose Hollow's Cellar #1*, *Shawn's Cellar #2*, and the *Homeowners' Property*. Each party shall be responsible for repairs to and replacement of that portion of the *Water System* that extends from the *Well* to their respective buildings. As that portion of the *Water System* directly connected with the *Well* (pumps, motors, panels, and other equipment) is repaired or replaced in the future, the parties shall divide the cost of such repairs or replacements as follows:

<i>Homeowners</i>	25 %
<i>Deep Well</i>	25 %
<i>Goose Hollow</i>	25 %
<i>Shawn</i>	25 %

The parties may divide the costs of repairs and replacements in any other fashion or proportion that they agree. Also, any party may demand that water meters be installed, and that new cost allocation percentages (based upon annual usage) be used prospectively by the parties based upon water usage from the *Well*.

3. *Use of the Water System*. Each party shall have the right and privilege of using the *Water System* to satisfy the normal domestic and culinary requirements (including air conditioners and other commercial uses in the cellars and shops) and purposes generally associated with residential, cellar and shop use on their respective properties.

4. *Management of Water System*. Any unresolved issues pertaining to the use, management and operation of the *Water System* shall be decided and determined by the parties or their successors in the

ownership of their respective properties, provided that this *Agreement* shall be construed liberally to ensure reasonable use of the *Water System* by all parties.

5. *Power Costs of Water System*. The parties shall share the power costs associated with the pump in the same manner as set forth in Section 1. If not already in place, any party may request that a separate metering system be installed (with costs allocated consistent with Section 1) whereby the power used to operate the *Water System* can be isolated and identified.

6. *Water Lines and Easements*. In addition to any other easements granted herein, the parties hereby grant to each other the right of ingress and egress and the right to service, repair and maintain the *Water System*, and associated water lines so that adequate use of the *Water System* may be facilitated. Such easements shall be perpetual and continue so long as the *Water System* is in use by any party. The use of such easement shall be consistent with the operation, servicing, repair, and/or maintenance of the *Water System* and with as little damage to the property of the respective property owners as is reasonable under their existing circumstances.

7. *Appurtenances*. The duties, obligations, the covenants and conditions respective to the operation, management, repairs, replacement and/or maintenance of the *Water System* and associated equipment shall be an appurtenance to and run with the parties respective properties. These covenants shall be perpetual in character and shall run forever with the land unless changed by the then current landowners.

8. *Discontinued Use*. Should one of the property owners elect to discontinue usage of the *Water System*, such discontinuance shall not affect the rights of the other owners as to continued usage of the *Water System*, or the continuing duties of the discontinuing owner to allow and cooperate with such usage. Nothing herein shall compel any owner to use the *Water System* and either party may declare in writing, filed in the property records of Madison County, that they are abandoning their rights under this *Agreement*, and by doing so may avoid future liability and future costs; provided, however, that such abandonment shall not release the property or the owner from any of the easements referenced to herein or any other non-monetary burden imposed hereby that is necessary for the other owners to fully utilize the *Water System*. Abandonment shall not reduce any party's liabilities incurred or accrued prior to such abandonment.

9. *Attorney's Fees*. In the event an action is brought to enforce any of the terms and/or covenants of this *Agreement*, the prevailing party shall be entitled to recover from the other party all costs and expenses including, but not limited to, reasonable attorney's fees, which the prevailing party may incur in such enforcement, or in pursuance of any remedy allowed by law, whether such is incurred by the filing of suit or otherwise.

10. *Save Harmless*. Each of the parties shall save the other parties hereto harmless for or on account of any damage or injury to property or any person caused by the negligent act or neglect of himself, his servants, employees and/or agents in relationship to or arising out of the use of the *Water System*, and/or waterlines and/or easements thereto. The parties share equally the obligation to keep the *Water System* in good operating order, but only those parties who use the *Well* for drinking and other culinary purposes have the responsibility to ensure the *Water System* complies with any local, federal or state drinking water quality requirements.

11. *Termination*. This *Amended Agreement* may be terminated, discontinued or further amended in writing at any time by the unanimous consent of the parties or by their successors in ownership of the land.

12. *Default*. This *Amended Agreement* is made upon the express condition that time and punctuality of performance of conditions are of the essence and a material part of this *Amended Agreement*, and in the event of failure to comply with the terms and conditions hereof, the non-defaulting party shall have

any and all remedies as may be provided by law. In addition, in the event any party shall fail to pay those charges for repairs, maintenance, power or other expenses hereunder promptly when due, the paying party may (upon 30 days written notice) shut off the water to the defaulting party until such amounts are paid. In such event, the defaulting party also agrees to pay the cost of a shut off valve and the labor costs accrued in shutting the water off, in addition to any sums owed for repairs, prior to the restoration of water to the defaulting party.

13. Heirs, Personal Representatives and Assigns. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

14. Miscellaneous.

(a) The paragraph captions in this *Amended Agreement* are for convenience only and shall not in anyway limit or be deemed to construe or interpret the terms and provisions hereof.

(b) Whenever the singular number is used in this *Amended Agreement* and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and the word persons shall include corporation, firm, partnership or other form of associates.

(c) This *Amended Agreement* shall be construed and enforced in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have executed this *Amended Agreement* the day and year first set forth above.

"Goose Hollow"

WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company

By: Kevin B. Webster
KEVIN B. WEBSTER, Manager
By: Jason B. Webster
JASON B. WEBSTER, Manager

"Deep Well"

WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation

By: B. Kirk Webster
B. KIRK WEBSTER, President

"Shawn"

Shawn C. Webster
SHAWN C. WEBSTER

Lisa A. Webster
LISA A. WEBSTER

"Homeowners"

CHAD WEBSTER

KAMI WEBSTER

L:\arpi\2675\homeWellAgmt amended.wpd

STATE OF IDAHO)

County of Bonneville) ss.

On the 15th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared KEVIN B. WEBSTER and JASON B. WEBSTER, known or identified to me to be the Managers of WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company and the company that executed the foregoing instrument, and acknowledged to me that they executed the same in said company 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.



Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

STATE OF IDAHO)

County of Bonneville) ss.

On the 15th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared B. KIRK WEBSTER, known or identified to me to be the PRESIDENT of WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation and the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same in said corporation 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.



Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

STATE OF IDAHO)

County of Bonneville) ss.

On the 15th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared SHAWN C. WEBSTER and LISA A. WEBSTER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

STATE OF IDAHO)

County of _____) ss.

On the _____ day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared CHAD WEBSTER and KAMI WEBSTER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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
Residing at _____
My Commission Expires _____

EXHIBIT "J"
to the
PURCHASE AGREEMENT
between Buyer and Deep Well
Modification Agreement

SECOND AMENDMENT TO
AGREEMENT REGARDING OWNERSHIP OF IMPROVEMENTS
AND EASEMENTS

THIS SECOND AMENDMENT to Agreement Regarding Ownership of Improvements and Easements (this "Second Amendment") is made and entered into this 15th day of October, 2002, by and between WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation ("Deep Well"), Webster's, Inc., an Idaho corporation ("Webster's"), Webster's Mile High Farm, Inc., an Idaho corporation ("Mile High"), Webster Goose Hollow Farms, LLC, an Idaho limited liability company ("Goose Hollow"), and SHAWN C. WEBSTER and LISA A. WEBSTER, husband and wife ("Shawn").

BACKGROUND

A. All of the parties hereto, except *Goose Hollow* and *Shawn*, executed that certain Agreement Regarding Ownership of Improvements and Easements dated December 23, 1994 (the "Original Agreement"), which was filed in the Madison County Recorder's Office as Instrument No. 254572. All of the parties hereto, except *Shawn*, executed that certain First Amendment to Agreement regarding Ownership of Improvements and Easements dated January 14, 2002 (the "First Amendment") which was filed in the Madison County Recorder's Office on January 17, 2002 as Instrument No. 293526. The *Original Agreement* as amended by the *First Amendment* is sometimes referred to herein as the "Agreement." Under the *Agreement*, the four signatories set forth their respective interests in the grain elevators located at the area known as "Jensen Siding," which area is more particularly described for purposes of this *Second Amendment* as follows:

That portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21, T5N, R40E, Boise Meridian, lying South and East of the railroad right-of-way; and,

That portion of the West eighth (W $\frac{1}{8}$) of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, T5N, R40 East, Boise Meridian, lying East of the railroad right-of-way.

B. After the *Original Agreement* was recorded, the three corporate parties acquired that portion of *Jensen Siding* that was previously leased to *Deep Well* by the railroad. As set forth in the *First Amendment*, *Goose Hollow* (an entity related to *Webster's* through common ownership) acquired *Deep Well's* interest in the land portion of *Jensen Siding*, and *Deep Well's* interest in some of the improvements at *Jensen Siding*. Subsequent to the *First Amendment*, *Deep Well* has sold its remaining interest in any bins at *Jensen Siding* to *Shawn*. Hence, the parties desire by this *Second Amendment* to update and confirm the *Agreement*.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

60011

1. Parties. By their signatures below, *Shawn*, as a successor to *Deep Well*, hereby joins as a party to the *Agreement*, and *Deep Well* is released from the *Agreement* with the parties' acknowledgment that *Deep Well* no longer has any ownership interest in *Jensen Siding* or any of the improvements located at *Jensen Siding*. Each of the other parties hereto confirms the terms and provisions of the *Agreement*, except as modified by this *Second Amendment*. Any common costs necessarily incurred by the parties with regard to the *Jensen Siding* area shall be shared by them in proportion to their respective ownership interests.

2. Ownership of Bins. Section 4 of the *Original Agreement* as modified by Section 2 of the *First Amendment* set forth the bin ownership. The parties agree that bin numbers 6, 9 and 10 are now owned by *Shawn* (or *Mile High* as those two parties may determine between them). As a result of this modification, the parties agree that *Deep Well* now owns no bins; *Mile High* or *Shawn* now own bin number 5, 6, 9, 10 and 1/3 of the leg and housing; and *Webster's* (or *Goose Hollow*) own bin numbers 1, 2, 3, 4, 7, 8 & 11, and two-thirds of the leg and housing.

3. Easements. The easements granted in the *Original Agreement* and *First Amendment* are hereby confirmed by *Goose Hollow* and hereby extended to *Shawn*. Having divested itself of any interest, *Deep Well* no longer has any easements at *Jensen Siding*. Likewise, *Webster's* and *Mile High* hereby join in confirming and granting such easements to the extent necessary as they have now acquired that portion of *Jensen Siding* previously leased from the railroad.

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

"Goose Hollow"
WEBSTER GOOSE HOLLOW FARMS, LLC,
an Idaho limited liability company

By: [Signature]
KEVIN B. WEBSTER, Manager

By: [Signature]
JASON B. WEBSTER, Manager

"Webster's"
WEBSTER'S, INC., an Idaho corporation

By: [Signature]
KEVIN B. WEBSTER, President

"Shawn"
[Signature]
SHAWN C. WEBSTER

"Deep Well"
WEBSTER'S DEEP WELL FARM, INC.,
an Idaho corporation

By: [Signature]
B. KIRK WEBSTER, President

"Mile High"
WEBSTER'S MILE HIGH FARM, INC.,
an Idaho corporation

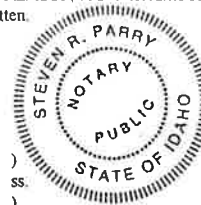
By: [Signature]
SHAWN WEBSTER, President

[Signature]
LISA A. WEBSTER

STATE OF IDAHO)
ss.
County of Bannock)

On the 15th day of October, 2002, before me, the undersigned, a notary public in and for said State, personally appeared KEVIN B. WEBSTER and JASON B. WEBSTER, known or identified to me to be the Managers of WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company and the company that executed the foregoing instrument, and acknowledged to me that they executed the same in said company 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.

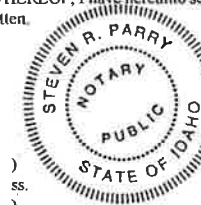


[Signature]
Notary Public
Residing at [Address]
My Commission Expires 7/1/2003

STATE OF IDAHO)
ss.
County of Bannock)

On the 15th day of October, 2002, before me, the undersigned, a notary public in and for said State, personally appeared B. KIRK WEBSTER, known or identified to me to be the PRESIDENT of WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation and the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same in said corporation 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.



[Signature]
Notary Public
Residing at [Address]
My Commission Expires 7/1/2003

STATE OF IDAHO)
ss.
County of Bannock)

On the 15th day of October, 2002, before me, the undersigned, a notary public in and for said State, personally appeared KEVIN B. WEBSTER, known or identified to me to be the PRESIDENT of WEBSTER'S, INC., an Idaho corporation and the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same in said corporation 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.

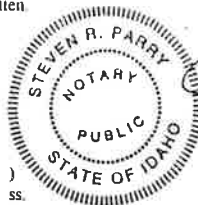


[Signature]
Notary Public
Residing at [Address]
My Commission Expires 7/1/2003

STATE OF IDAHO)
County of Bonneville)

On the 15TH day of OCTOBER, 2002, before me, the undersigned, a notary public in and for said State, personally appeared SHAWN WEBSTER, known or identified to me to be the PRESIDENT of WEBSTER'S MILE HIGH FARM, INC., an Idaho corporation and the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same in said corporation 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.



Steven R. Parry
Notary Public
Residing at 2440 Fall St
My Commission Expires 7/1/2003

STATE OF IDAHO)
County of Bonneville)

On the 15TH day of OCTOBER, 2002, before me, the undersigned, a notary public in and for said State, personally appeared SHAWN C. WEBSTER and LISA A. WEBSTER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Steven R. Parry
Notary Public
Residing at 2440 Fall St
My Commission Expires 7/1/2003

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EXHIBIT "K"
to the
PURCHASE AGREEMENT
between Buyer and Deep Well
Release of First Option to Purchase and Second Mortgage

**Recording Instructions
to Alliance Title & Escrow Corp.**

With these instructions, WEBSTER GOOSE HOLLOW FARMS, LLC, is providing to you a signed RELEASE OF FIRST OPTION TO PURCHASE AND SECOND MORTGAGE (the "Release"). Upon the condition set forth below, this Release may be recorded in Madison County in connection with the sale of the property described in Alliance Title & Escrow Corp. Order No. 3040211958-G to Shawn C. Webster and Lisa A. Webster, husband and wife.

The condition that must first be satisfied before the Release is recorded is as follows: Attached hereto is a copy of Schedule A and Schedule B for Owner's Policy for Policy No. J1499697, Order No. RX29324. Prior to recording the Release, the liens or encumbrances represented by the following exceptions identified on Schedule B must be released from the land identified on Schedule A:

13. EIACA Financing Statement (254583) and Continuation Statement (280166)
14. EIACA Real Estate Mortgage (264014)
15. EIACA Real Estate Mortgage (254584), including Memorandum of Loan (267674) and Corrected Memorandum of Loan (268629).

Once these liens and encumbrances have been discharged and released from the land, then the Release may be recorded. Thank you for your assistance in this matter.

WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company


KEVIN B. WEBSTER, Manager


JASON B. WEBSTER, Manager

OWNER'S POLICY

SCHEDULE A

Order No.: RX29324

Policy No.: J1499697

Reference No.:

Amount of Insurance: \$ 900,000.00

Premium: \$ 2,555.00

Endorsements:

\$

Date of Policy: January 17, 2002 at 01:51 PM

1. Name of Insured:

Webster Goose Hollow Farms, LLC, an Idaho limited liability company

2. The estate or interest in the land which is covered by this policy is:

A fee simple interest

3. Title to the estate or interest in the land is vested in:

Webster Goose Hollow Farms, LLC, an Idaho limited liability company

4. The land referred to in this policy is described as follows:

Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho.

Section 21: A triangular tract of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, being all that portion which lies on the Southerly side of the right of way of railroad.

Section 22: SE $\frac{1}{4}$; W $\frac{1}{2}$ less all that portion lying West of the Railroad right-of-way and less the railroad right of way; W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ less all that portion lying West of the railroad right of way and less the railroad right of way.

ALSO: Commencing at the Southwest corner of the E $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 22, Township 5 North, Range 40 East, Boise Meridian, and running thence North 1250 feet, more or less; thence East 50 feet, more

OWNER'S POLICY
SCHEDULE A
(Continued)

Order No.: RX29324

or less, to the center line of a farm road; thence in a Southerly direction following the center line of said farm road for 1300 feet, more or less, to a point that is due East of the beginning point; thence West 370 feet, more or less, to the point of beginning.

LESS AND EXCEPTING: Commencing at the Southwest corner of the E $\frac{1}{4}$ W $\frac{1}{4}$ NE $\frac{1}{4}$, Section 22, Township 5 North, Range 40 East, Boise Meridian, and running thence North 1250 feet, more or less, to the true point of beginning; thence West 750 feet, more or less to the railroad right-of-way; thence in a Northeasterly direction following the railroad right-of-way for 1100 feet, more or less, to a point that is due North of the true point of beginning; thence south 800 feet, more or less to the true point of beginning.

LESS AND EXCEPTING: Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho, said point is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 89°38'34" East 208.71 feet; thence North 208.71 feet; thence South 89°38'34" West 208.71 feet; thence South 208.71 feet to the point of beginning. LESS County road right of way.

LESS AND EXCEPTING: Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, Boise Meridian, said point (i.e. the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 400 feet; thence South 89°38'34" West 500 feet; thence South 400 feet; thence North 89°38'34" East 500 feet to the point of beginning. LESS County road right of way.

Section 23: The West 3577.5 feet of the S $\frac{1}{4}$.

SCHEDULE B

Order No.: RX29324

Policy No.: J1499697

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. The first half 2001 taxes are paid, second half are payable, but not yet due.
2002 taxes are an accruing lien, not yet due or payable.
8. Subject to reservations contained in deeds from the State of Idaho as to premises above described, wherein minerals are reserved to the State of Idaho. (47-701 Idaho Code, 1947)
(ALL TRACTS)
9. Right-of-way for ditches, tunnels, telephone and transmission lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code, 1947.
(ALL TRACTS)

OWNER'S POLICY
SCHEDULE B
(Continued)

Order No.: RX29324

10. Pole Line Easement over and across a portion of Section 22 and other property, granted to Utah Power & Light Company, a corporation, recorded May 16, 1961, in Book 187 of Miscellaneous, page 260.
11. A right-of-way easement being 10 feet in width over and across a portion of the W1/2SE1/4 of Section 22, granted to Utah Power & Light Company, a corporation, recorded January 11, 1988, Instrument No. 223805.
12. Agreement Regarding Ownership of Improvements and Easements upon the terms, conditions and provisions contained therein:
Dated: December 23, 1994
Parties: Webster's Deep Well Farm, Inc., an Idaho Corporation, Webster's Inc., and Idaho Corporation, and Webster's Mile High Farm, Inc., and Idaho Corporation
Recorded: December 23, 1994, Instrument No. 254572.
(Section 21 and Section 22)

First Amendment to Agreement Regarding ownership of improvements and easements Agreement upon the terms, conditions and provisions contained therein:
Parties: Webster's Deep Well Farm, Inc., an Idaho corporation ("Deep Well"), Webster's, Inc., an Idaho corporation ("Webster's"), Webster's Mile High Farm, Inc. an Idaho corporation ("Mile High"), and Webster Goose Hollow Farms, LLC, an Idaho limited liability company ("Goose Hollow").
Recorded: January 17, 2002, Instrument No. 293526
13. Financing Statement covering all fixtures.
Recorded: December 27, 1994, Instrument No. 254583
Debtor: Webster's Deep Well Farm, Inc., an Idaho Corporation, B. Kirk Webster, Rita M. Webster
Secured Party: Eastern Idaho Agricultural Credit Association
(All Property)

Continuation Statement recorded August 27, 1999, as Instrument No. 280166.

14. Real Estate Mortgage dated November 22, 1996 to secure an indebtedness in the principal sum of \$412,785.00, and any other amounts and/or obligations secured thereby.
Recorded: December 4, 1996, Instrument No. 264014
Mortgagor: Webster's Deep Well Farm, Inc., An Idaho Corporation, By: B. Kirk Webster, Aka Kirk Webster, President, and Attest: Rita M. Webster, Aka Rita Webster, Sec. Treas.; and Individually By: B. Kirk Webster, Aka Kirk Webster, and

ALTA Owner's Policy Schedule B (10/17/92)
Form 1402-92

OWNER'S POLICY
SCHEDULE B
(Continued)

Order No.: RX29324

- Rita M. Webster, Aka Rita Webster, husband and wife
Mortgagee: Eastern Idaho Agricultural Credit Association
15. Real Estate Mortgage and Fixture Filing dated December 15, 1994 to secure an indebtedness in the original principal sum of \$826,635.00, and any other amounts and/or obligations secured thereby.
Recorded: December 27, 1994, as Instrument No. 254584
Mortgagors: Webster's Deep Well Farm, Inc., an Idaho Corporation, by B. Kirk Webster aka Kirk Webster, President, and Attest Rita M. Webster, aka Rita Webster, Sec. Treas.; and individually by B. Kirk Webster aka Kirk Webster and Rita M. Webster, aka Rita Webster, husband and wife
Mortgagee: Eastern Idaho Agricultural Credit Association
(All Property)

Memorandum of Loan Modification dated August 13, 1997, recorded August 13, 1997, as Instrument No. 267674.

Corrected Memorandum of Loan Modification dated September 9, 1997, recorded October 15, 1997, as Instrument No. 268629.

The lien of this Mortgage has been subordinated to the lien of the Mortgage recorded as Instrument No. 264014 by instrument recorded August 13, 1997, Instrument No. 267676.
 16. Easement for Buried Mainline upon the terms, conditions and provisions contained therein:
Parties: Webster's Deep Well Farm, Inc., an Idaho corporation, Grantor, and Webster's, Inc., an Idaho corporation, Grantee
Recorded: May 10, 1999, Instrument No. 278525.
(over N½S½ of Sec. 22 and N½S½ of Sec. 23 appurtenant to other lands)
 17. Access Easement upon the terms, conditions and provisions contained therein:
Parties: Webster's Inc., an Idaho corporation; Webster's Deep Well Farms, Inc., an Idaho corporation; and T.R. Webster & Son, Inc., an Idaho corporation
Recorded: May 10, 1999, Instrument No. 278526.
(over Sec. 23 appurtenant to other land)
 18. Cellar Easement by and between Webster Goose Hollow Farms, LLC, an Idaho limited liability company and Webster's Deep Well Farm, Inc., an Idaho corporation,

ALTA Owner's Policy Schedule B (10/17/92)
Form 1402-92

OWNER'S POLICY
SCHEDULE B
(Continued)

Order No.: RX29324

recorded January 17, 2002 as Instrument No. 293524.

19. Domestic Well Agreement upon the terms, conditions and provisions contained therein:
Parties: Webster Goose Hollow Farms, LLC, an Idaho limited liability company (hereinafter "Goose Hollow"), Webster's Deep Well Farm, Inc., an Idaho corporation (hereinafter "Deep Well"), and Chad Webster and Kami Webster, husband and wife (hereinafter the "Homeowners").
Recorded: January 17, 2002, Instrument No. 293525
20. Farm Well Agreement upon the terms, conditions and provisions contained therein:
Parties: Webster Goose Hollow Farms, LLC, an Idaho limited liability company (hereinafter "Goose Hollow"), and Webster's Deep Well Farm, Inc., an Idaho corporation (hereinafter "Deep Well").
Recorded: January 17, 2002, Instrument No. 293527
21. First Option to Purchase and Second Mortgage
Recorded: January 17, 2002, as Instrument No. 293528
Mortgagor: Webster's Deep Well Farm, Inc., an Idaho corporation.
Mortgagee: Webster Goose Hollow Farms, LLC, an Idaho limited liability company.

END OF EXCEPTIONS

RELEASE OF
FIRST OPTION TO PURCHASE
AND SECOND MORTGAGE

For good and valuable consideration, including Ten and No/100 Dollars (\$10.00), the receipt and legal adequacy of which are hereby acknowledged, WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company (hereinafter "Goose Hollow") hereby certifies and declares that the lien and option rights set forth in that certain First Option to Purchase and Second Mortgage dated January 14, 2002, (the "First Option") and recorded January 17, 2002, as Instrument No. 293528 of the real property records of Madison County, Idaho, are hereby released and are fully and completely satisfied and discharged. *Goose Hollow* specifically releases and waives the option rights set forth in the *First Option*, and acknowledges that the subject property may be transferred by the owner thereof free and clear of the *First Option* which has been terminated and canceled hereby in all respects.

IN WITNESS WHEREOF, *Goose Hollow* has executed this Release of First Option to Purchase and Second Mortgage this 15 day of October, 2002.

"Goose Hollow"

WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company

Kevin B. Webster
KEVIN B. WEBSTER, Manager

Jason B. Webster
JASON B. WEBSTER, Manager

STATE OF IDAHO)

County of Bonneville)

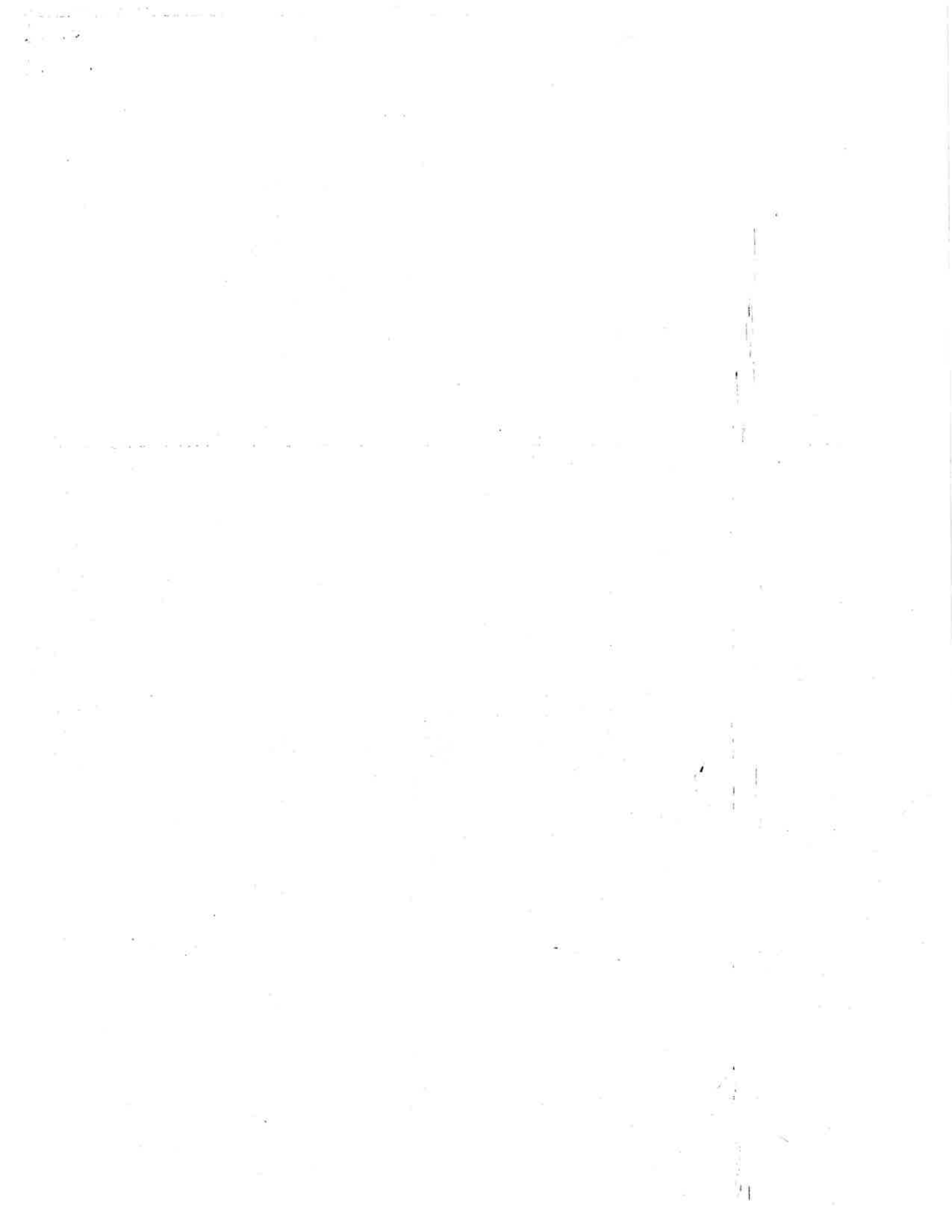
On the 15th day of October, 2002, before me, the undersigned, a notary public in and for said State, personally appeared KEVIN B. WEBSTER and JASON B. WEBSTER, known or identified to me to be the Managers of WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company and the company that executed the foregoing instrument, and acknowledged to me that they executed the same in said company 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.



L:\wp\12575\release frm

Steven R. Parry
Notary Public
Residing at 2711/2003
My Commission Expires 12/31/2003



PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made this 14 day of January, 2002, by and between WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company (hereinafter "Buyer"), and WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation (hereinafter "Deep Well"). This Agreement is also consented to and guaranteed by B. KIRK WEBSTER and RITA WEBSTER, husband and wife (hereinafter "Kirk").

BACKGROUND

A. Deep Well owns farm land in Madison County, Idaho, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, and which is hereinafter referred to as the "Property." Located on the Property are four irrigation circles, which are commonly known as circles 13, 14, 15 & 20 (hereinafter the "Circles"), and included in such definition is all buried mainline (hereinafter the "Mainline") located on the Property and all other components of the Circles located on the Property. The Property is irrigated by a well (hereinafter the "Farm Well") located on land directly to the south (in the North West quarter of Section 27) which is still owned by Deep Well.

B. In the southwest corner of the Property, adjacent to the railroad, lies the area commonly known as "Jensen Siding." Attached hereto as Exhibit "B" is an areal photo of a portion of the Property which identifies thereon the Jensen Siding area. A portion of Jensen Siding is located on land owned in common by Deep Well, Webster's, Inc., and Webster's Mile High Farms, Inc. The Jensen Siding area is the subject of that certain Agreement Regarding Ownership Of Improvements and Easements dated December 23, 1994, and recorded in Madison County that same day as Instrument No. 254572 (the "Jensen Agreement"). As set forth in the Jensen Agreement, Deep Well currently owns bin numbers 1, 3, 6, 9 and 10.

C. Excluded from the Property in Section 22 is the home place previously owned by Kirk, and now owned by one of his sons (hereinafter "Kirk's Homeplace"). As the legal description in Exhibit "A" for the Property shows, Kirk's Homeplace is one acre, measuring 208.71 feet by 208.71 feet. Also excluded from the Property in Section 22 is property measuring 400 feet by 500 feet which is being retained by Deep Well (hereinafter the "Deep Well Buildings Parcel") and upon which sits two shops, two cellars, other buildings and a well (hereinafter the "Home Well") which services Kirk's Homeplace and the farm buildings on the Deep Well Buildings Parcel. The two cellars located on the Deep Well Buildings Parcel are identified as "Cellar #1," which is the eastern most cellar located between the shop and Cellar #2, and "Cellar #2," which is the western most cellar. Kirk's

Homeplace and the Deep Well Buildings Parcel are adjacent properties and are identified generally on the areal photo attached as Exhibit "B."

D. Deep Well desires to sell to Buyer (or Buyer's assigns), and Buyer desires to purchase from Deep Well, the Property, the Circles, 1/2 of the Farm Well equipment, bin numbers 1 and 3 at Jensen Siding, and Cellar #1, including appropriate well agreements and easements, and for that purpose the parties have entered into this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including without limitation and covenants and promises set forth herein, the parties hereto agree as follows:

1. Purchase by Buyer from Deep Well.

(a) **Sale by Deep Well.** Deep Well hereby agrees to sell to Buyer, or to Buyer's assigns, the Property, the Circles, 1/2 of the Farm Well equipment, bin numbers 1 and 3 at Jensen Siding, and Cellar #1 (hereinafter collectively referred to on occasion as the "Subject Assets"), on the terms and conditions set forth herein, and to convey and assign the Subject Assets or cause the Subject Assets to be conveyed and assigned by the legal owner or owners thereof to Buyer.

(b) **Purchase Price and Payment.** Buyer hereby agrees to buy the Subject Assets and to pay Deep Well therefore the sum of One Million Five Hundred Thousand No/100 Dollars (\$1,500,000.00), in cash, certified check or other readily available funds, in lawful money of the United States of America at closing. The parties agree that such purchase price has been allocated by them among the Subject Assets as set forth on Exhibit "C." The parties hereby agree that this Agreement constitutes a partial exercise of the Option granted to Webster's, Inc. in that certain Farm Lease with Purchase Option dated May 3, 2001 (the "Lease"), that the Lease and the option granted therein are hereby terminated, and that the final payment of \$75,000¹ due under the Lease is eliminated so that the total lease payment was \$225,000, all of which has been paid.

(c) **Instrument of Conveyance.** At closing, Deep Well shall make, execute and deliver to Buyer a good and sufficient Warranty Deed (and where appropriate a bill of sale) conveying and assigning the Subject Assets to Buyer, all free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this Agreement is expressly made subject or is otherwise of record

¹ Pursuant to Section 3 of the Lease, a final payment of \$75,000.00 was due December 31, 2001. However, under the option to purchase set forth in Section 10 of the Lease, a \$75,000 credit against the purchase price was to be given to offset the December 31 payment. By this Agreement, the parties acknowledge that the Lease has been revised to eliminate the final \$75,000 payment, and therefore no credit shall apply to the purchase price as set forth herein.

COPY
Originals in Goose Hollow binder

as agreed by the parties, and excepting any lien or encumbrance that may have attached by reason of any act, deed, or omission of *Buyer* or Webster's, Inc., a related corporation, which has been in possession of the *Property* as a tenant. Notwithstanding the foregoing, if the parties determine that title insurance will not be obtained for the *Property*, then *Deep Well* shall deliver a Special Warranty Deed which warrants that *Deep Well* has not further encumbered the *Property* except as set forth herein, but does not warrant against any earlier title problems.

(d) **Representations and Warranties.** *Deep Well* and *Kirk* represent that they are not aware of any environmental contamination on the *Property*, and that the irrigation system is in good repair and working condition. Webster's, Inc., a related corporation, has been a tenant on the *Property* and *Buyer*'s owners are therefore well aware of the condition of the *Property* and the irrigation system. Subject to the terms of this *Agreement*, the *Subject Assets* are all sold "AS IS" without any further representations or warranties of any kind.

(c) **No Transfer of Liability.** Except as expressly provided herein, *Buyer* is not assuming any liabilities of *Deep Well* or *Kirk*. In addition to the *Ag Credit Mortgage* discussed below, *Kirk* remains liable on the private annuity to Beverly Webster and on any other liabilities associated with his or *Deep Well*'s farming operation.

2. **Cellar #1 Easement.** Because *Cellar #1* is located on the *Deep Well Building Parcel*, the parties agree that the Easement attached hereto as **Exhibit "D"** will be executed in connection with Closing, and recorded. Such Easement shall allow for *Cellar #1* to remain in place, including any repairs and rebuilding if necessary, and shall ensure *Buyer* and *Buyer*'s successors reasonable access. Also, *Cellar #1* relies upon water from the *Home Well*, and therefore the parties will execute at Closing the *Well Agreement* attached hereto as **Exhibit "E."**

3. **Modification to Jensen Agreement.** At or prior to closing, the parties agree that the *Jensen Agreement* will be modified, with the modification filed in the records of Madison County, so as to state that bin numbers 1 and 3 (and *Deep Well*'s 1/3 of the leg and housing) are now owned by *Buyer* or by Webster's, Inc. The parties acknowledge that *Buyer* may, at or after closing, transfer ownership of bins 1 and 3 to Webster's, Inc. As a result of such modification, *Deep Well* will continue to own bins 6, 9 and 10. *Buyer* and/or Webster's, Inc. will own bins 1, 2, 3, 4, 7, 8 and 11. Webster's Mile High Farm, Inc., will continue to own bin 5. The modification will also provide that any costs necessarily incurred in the future will be allocated according to proportional interests. A form of Modification Agreement is attached hereto as **Exhibit "F."**

4. **Well and Other Equipment.** At Closing, *Deep Well* shall execute a Bill of Sale in the form attached hereto as **Exhibit "G"** wherein 1/2 of the *Farm Well* equipment, the *Circles* and *Mainline* will be assigned to *Buyer*. Furthermore, at Closing the parties will enter into a Well Agreement for the *Farm Well* in the form attached hereto as **Exhibit "H."**

5. **Water Rights.** The parties acknowledge that there are outstanding issues relating to the water rights on the *Property*. The primary issue arises from the combined limit restrictions set forth on Right No. 22-7408. The Deed to *Kevin* shall pass with it all water rights appurtenant to or used in connection with the *Property* (whether or not such rights have been perfected and regardless of how evidenced). However, as a covenant that will survive the closing of this transaction, the parties agree that they will take such action as may be necessary or appropriate to divide the burden of such restrictions equitably among them (and perhaps including Shawn Webster as agreed in that certain Purchase Agreement and Multi-party Exchange Agreement dated March 31, 1999, and entered into between Kevin Webster and Shawn Webster, among others), or their respective corporations as the case may be.

6. **Ag Credit Mortgage.** The *Property* is currently subject to various encumbrances in favor of Eastern Idaho Agricultural Credit Association, including a Financing Statement covering all fixtures recorded December 27, 1994 as Instrument No. 254583 (with a Continuation Statement recorded August 27, 1999 as Instrument No. 280166), a Real Estate Mortgage and Fixture Filing dated December 15, 1994, and recorded December 27, 1994 as Instrument No. 254584 (with a Memorandum of Loan Modification dated and recorded August 13, 1997 as Instrument No. 267674, and a Corrected Memorandum of Loan Modification dated September 9, 1997, and recorded October 15, 1997 as Instrument No. 268629), and a Real Estate Mortgage dated November 22, 1996, recorded December 4, 1996 as Instrument No. 264014 (collectively referred to herein as the "*Ag Credit Mortgage*").

(a) **Conveyance Subject to Mortgage.** The *Ag Credit Mortgage* also encumbers *Deep Well*'s land south of the *Property*, and *Deep Well* is not in a position to have the *Ag Credit Mortgage* released at this time from the *Property*. Consequently, the *Property* will be conveyed to *Buyer* at closing subject to the *Ag Credit Mortgage*, but *Deep Well* will remain fully liable for the timely payment thereof and to obtain a release of the *Ag Credit Mortgage* from the *Property* as soon as possible. In addition, *Kirk* hereby agrees (i) to guaranty the obligation of *Deep Well* to make timely payment and to obtain the release of the *Ag Credit Mortgage* from the *Property*, and (ii) to indemnify and hold *Buyer* harmless from any liability or claim arising in connection with the *Ag Credit Mortgage*.

(b) **Security for Buyer.** Because *Buyer* is paying for the *Subject Assets* in cash, *Buyer* would be in a precarious position if *Deep Well* and/or *Kirk* failed to make payment on the *Ag Credit Mortgage* for any reason. Consequently, as additional protection to *Buyer*, *Deep Well* and *Kirk* hereby agree to give *Buyer* the First Option to Purchase and Second Mortgage on the additional farm land owned by them, all in the form attached hereto as **Exhibit "L."** Under the terms thereof, if *Buyer* shall ever be called upon to pay any portion of the *Ag Credit Mortgage* in order to protect *Buyer*'s interest in the *Property* or other *Subject Assets*, then such payments shall be applied against the purchase of all or a portion of the additional farm ground owned by *Deep Well* or *Kirk*.

7. **Possession; Termination of Lease.** Webster's, Inc., an Idaho corporation related to Buyer through common owners, is already in possession of the Property as a tenant. However, upon closing the possession of the Property shall pass to Buyer as the owner. Prior to closing, Webster's, Inc.'s possession of the Property and the parties' relative duties related thereto shall be governed by the Lease. The parties hereby agree that the Lease shall be terminated at closing hereunder.

8. **Apportionments.** All taxes and assessments upon any of the Subject Property shall be prorated between the parties as of December 31, 2001, with Deep Well responsible for all taxes and assessments levied upon such property for the time period prior to and including such date, and Buyer responsible for all such taxes and assessments levied upon such property for the period thereafter.

9. **Closing Costs.** The closing of the transactions referred to herein shall be at such place as the parties mutually agree, and under the direction of such closing agent as the parties agree. Buyer and Deep Well shall each pay one-half (1/2) of the closing costs charged by any title company or other closing agent in connection with the closing. None of the parties have incurred any brokerage fees in connection with any of the transactions contemplated by this Agreement. Buyer and Deep Well shall each pay one-half (1/2) of the attorney fees incurred in drafting this Agreement and related documents, and otherwise associated with this transaction.

10. **Title Insurance.**

(a) **Owners Policy.** Unless the parties agree otherwise prior to closing, Deep Well agrees to provide to Buyer a standard form owner's title insurance policy in the amount of \$900,000.00 insuring title in Buyer to the real property portion of the Property, free and clear of any lien or encumbrance, excepting any lien or encumbrance to which this Agreement is expressly made subject (or any of record which the parties agree to at Closing as reflected in the deeds ultimately executed), and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of Webster's, Inc., and excepting the usual printed exceptions contained in such policy of title insurance, and taxes and assessments for the current year, easements and rights of way of public record. The easements granted hereunder and the other Subject Assets will not be covered by title insurance.

(b) **Payment.** The cost of the title insurance shall be paid by Deep Well.

11. **Default.** In the event Deep Well is unable to convey title in accordance with the terms of this Agreement, the parties shall cooperate in making a reasonable effort to remedy any such problem. If the parties are unable to resolve such problems, and the parties are also not able to negotiate a resolution to the problem that would allow the closing to occur, then the sole liability of the parties will be to cover their respective costs and expenses hereunder. Prior to closing, either party may terminate this Agreement.

12. **Closing.** The closing shall be held at such location as shall be designated by the parties, on or before January 15, 2002.

13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto. All Exhibits, which may be signed at closing as the originals and copies thereof attached hereto as Exhibits, are incorporated into this Agreement by this reference the same as if fully set forth herein.

14. **Survival of Terms.** The terms and provisions of this Agreement shall survive the closing and the execution and delivery of instruments of transfer and conveyance. The terms of this Agreement shall not be merged out by the execution and delivery of the instruments of transfer and conveyance.

15. **Legal Representation.** The parties all acknowledge that this Agreement has been prepared by Steven R. Parry at the request of all parties. Mr. Parry currently represents each of the parties in various and periodic matters, and has not advocated any position for one party or another in this matter. Whenever any issues have arisen the resolution of which could benefit one party to the detriment of another, the parties themselves have made the determination. The parties each recognize that they may seek independent legal counsel on any issue arising herein, or in regards to this entire Agreement. As this multiple representation creates a conflict of interest, the parties by their signatures below also waive such conflict and expressly consent to the preparation of this Agreement, and such other related legal work, by Mr. Parry. The parties agree that they will divide the legal fees between them. IN PARTICULAR, BUYER ACKNOWLEDGES THAT IT IS AWARE OF THE ADDITIONAL RISKS ASSOCIATED WITH THE AG CREDIT MORTGAGE STAYING ON THE PROPERTY AFTER PURCHASE, AND THAT BUYER HAS NOT RELIED UPON ANY REPRESENTATIONS OF MR. PARRY WITH REGARD TO THIS PROVISION. ALTHOUGH EFFORTS HAVE BEEN MADE TO GIVE BUYER SOME PROTECTION IN THE EVENT OF DEFAULT UPON THE AG CREDIT MORTGAGE, BUYER ACKNOWLEDGES THAT MR. PARRY HAS ADVISED THAT SUCH MEASURES BEAR CONSIDERABLE RISK AND THE POTENTIAL FOR COMPLEXITY AND ADDED EXPENSE.

16. **General.** This Agreement shall be construed and interpreted pursuant to the laws of the State of Idaho. This Agreement may not be changed or terminated orally. This Agreement supersedes all prior negotiations and agreements between the parties and represents the full agreement of the parties with respect to the subject matter hereof. By their signatures below, the undersigned each represent that they have authority to sign for the entities for which they are signing.

Aerial Photo Showing Jensen Siding, Kirk's Homeplace, and Deep Well Buildings Parcel

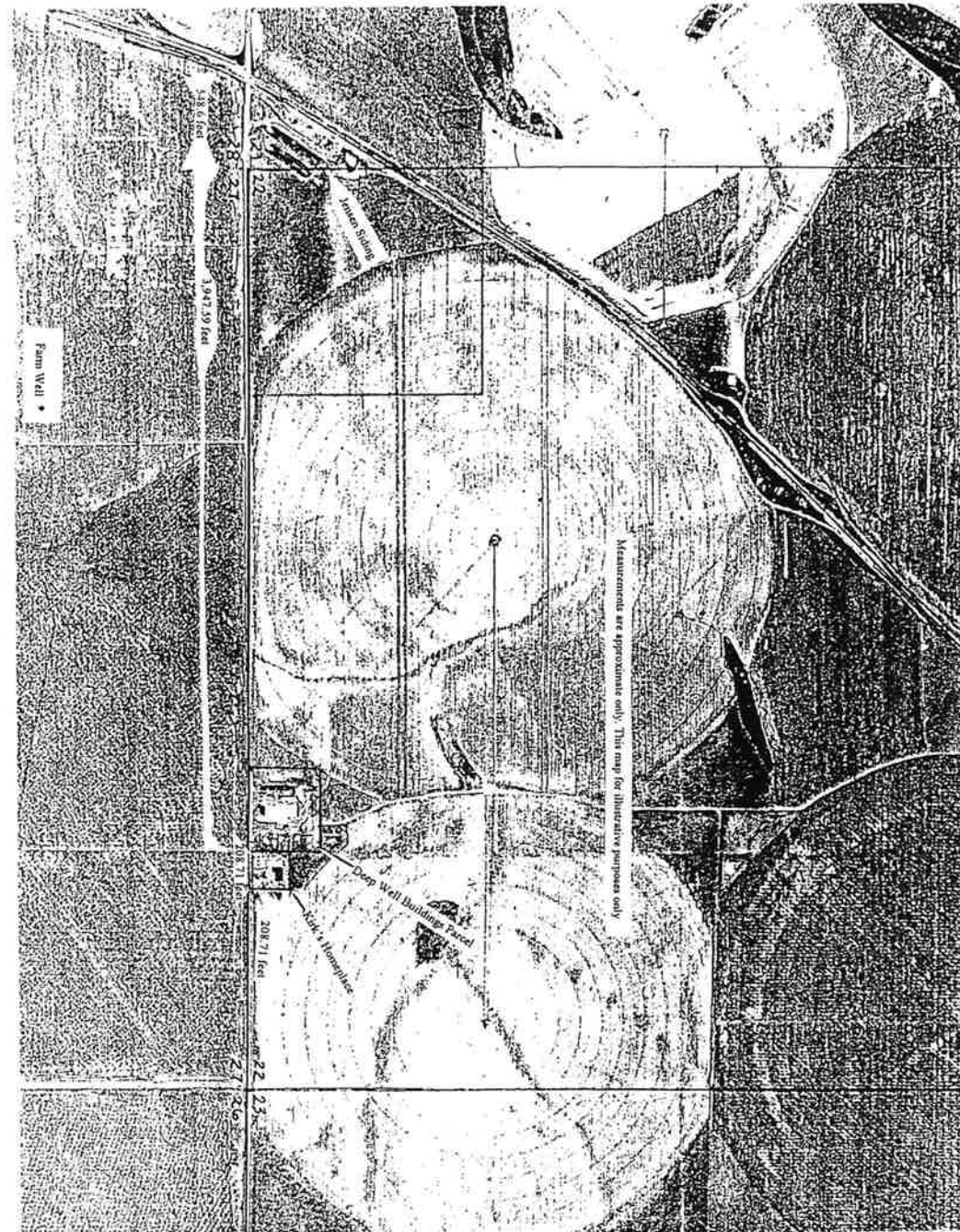


EXHIBIT "A"
to the
PURCHASE AGREEMENT
between *Buyer* and *Deep Well*

Legal Description for the *Property*.

The following property located in Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho:

Section 21: A triangular tract of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, being all that portion which lies on the Southerly side of the right of way of Railroad.

Section 22: SE $\frac{1}{4}$; W $\frac{1}{2}$ less all that portion lying West of the Railroad right-of-way and less the Railroad right-of-way; W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ less all that portion lying West of the Railroad right-of-way and less the Railroad right-of-way.

[Kirk's Homeplace]

LESS AND EXCEPTING: Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 89°38'34" East 208.71 feet; thence North 208.71 feet; thence South 89°38'34" West 208.71 feet; thence South 208.71 feet to the point of beginning. LESS county road right of way.

[Deep Well Buildings Parcel]

LESS AND EXCEPTING: Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 400 feet; thence South 89°38'34" West 500 feet; thence South 400 feet; then North 89°38'34" East 500 feet to the point of beginning. LESS county road right of way.

LESS AND EXCEPTING: Commencing at the SW corner of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ NE $\frac{1}{4}$, Section 22, Township 5 North, Range 40 East,

Boise Meridian, and running thence North 1250 feet, more or less, to the true point of beginning; thence West 750 feet, more or less, to the railroad right-of-way, thence in a northeasterly direction following the railroad right-of-way for 1100 feet, more or less, to a point that is due North of the true point of beginning; thence South 800 feet, more or less, to the true point of beginning

Section 22: Commencing at the SW corner of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ NE $\frac{1}{4}$, Section 22, Township 5 North, Range 40 East, Boise Meridian, and running thence North 1250 feet, more or less, thence East 50 feet, more or less, to the center line of a farm road, thence in a southerly direction following the center line of said farm road for 1300 feet, more or less, to a point that is due East of the beginning point, thence West 370 feet, more or less, to the point of beginning.

Section 23: The West 3577.5 feet of S $\frac{1}{2}$.

SUBJECT TO easement rights granted in that certain Agreement Regarding Ownership of Improvements and Easements dated December 23, 1994, and recorded on December 23, 1994 in Madison County as Instrument No. 254572, which rights encumber

- That portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21, T 5 N, R 40 EBM, lying South and East of the railroad right-of-way; and
- That portion of the West eighth (W $\frac{1}{8}$) of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, T 5 N, R 40 EBM, lying East of the railroad right-of-way.

The property is also being conveyed SUBJECT TO various encumbrances in favor of Eastern Idaho Agricultural Credit Association, including a Financing Statement covering all fixtures recorded December 27, 1994 as Instrument No. 254583 (with a Continuation Statement recorded August 27, 1999 as Instrument No. 280166), a Real Estate Mortgage and Fixture Filing dated December 15, 1994, and recorded December 27, 1994 as Instrument No. 254584 (with a Memorandum of Loan Modification dated and recorded August 13, 1997 as Instrument No. 267674, and a Corrected Memorandum of Loan Modification dated September 9, 1997, and recorded October 15, 1997 as Instrument No. 268629), and a Real Estate Mortgage dated November 22, 1996, recorded December 4, 1996 as Instrument No. 264014 (collectively referred to herein as the "*Ag Credit Mortgage*"); provided, however, that the GRANTOR shall remain fully liable for the payment of the secured obligations and to obtain a release of the *Ag Credit Mortgage* in due course, and the Grantor shall indemnify, hold harmless and defend the Grantee from any claim or liability arising out of the *Ag Credit Mortgage*.

Instrument # 293524

REXBURG, MADISON, IDAHO
2002-01-17 01:47:00 No. of Pages: 2
Recorded for : FIRST AMERICAN TITLE
MARILYN R. RASMUSSEN Fee: 6.00
Ex-Officio Recorder Deputy

CELLAR EASEMENT

BACKGROUND

Pursuant to that certain Purchase Agreement of even date herewith, WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company (hereinafter "GRANTEE") whose current mailing address is P.O. Box 321, Rexburg, Idaho 83440, purchased from WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation (hereinafter "GRANTOR"), certain land in Madison County, Idaho, including a portion of the SE1/4 of Section 22, Township 5 North, Range 40 East, Boise Meridian. GRANTOR retained the following described property located in the SE1/4 of Section 22, T5N, R40 E.B.M., to wit:

Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 400 feet; thence South 89°38'34" West 500 feet; thence South 400 feet; then North 89°38'34" East 500 feet to the point of beginning. LESS county road right of way.

This property is hereinafter referred to as the "Servient Estate." Located upon the Servient Estate are, among other buildings, two potato cellars, with the eastern most cellar known as and referred to herein as "Cellar #1," and the western most cellar known as and referred to herein as "Cellar #2." Pursuant to said Purchase Agreement, GRANTEE also purchased from GRANTOR Cellar #1, and such purchase is confirmed below. However, the land under and around Cellar #1 was retained by GRANTOR. Consequently, the purpose of this instrument is to confirm the conveyance of Cellar #1 to GRANTEE, and to grant an easement to GRANTEE for the land upon which Cellar #1 is situated and for ingress and egress to and from Cellar #1.

CONVEYANCE OF CELLAR #1

For good and valuable consideration, GRANTOR hereby grants and conveys to GRANTEE Cellar #1, but reserving the underlying land to GRANTOR.

EASEMENT

Now, therefore, for the reasons set forth above, and for good and valuable consideration, GRANTOR hereby grants and conveys to GRANTEE an easement as described herein over and upon the Servient Estate.

The purpose and scope of the easement shall be two fold: First, the easement shall include the right to use, retain, maintain, repair, and rebuild, if necessary, Cellar #1 on the Servient Estate, including such related easements as may be necessary for amenities to and from Cellar #1 such as water and power. Second, the easement shall include the right to cross over and use the Servient Estate, in reasonable lanes and places designated by GRANTOR, for the purpose of ingress and egress to Cellar #1. The easement shall be reasonably construed so as to give GRANTEE reasonable use of and access to Cellar #1 for the purpose of crop storage. GRANTOR and GRANTEE shall cooperate with one another (in driving, parking, loading, unloading, etc.) so that each is able to utilize the Servient Estate for the purposes now intended. Each shall be obligated to insure their own activities and their own structures. GRANTEE shall not violate any environmental laws upon the Servient Estate. GRANTEE shall cooperate and participate in the reasonable maintenance and repair of any roadways or other repairs which benefit both cellars on the Servient Estate. GRANTEE may not change the purpose for which Cellar #1 is used (crop and/or equipment or other non-commercial storage) without GRANTOR's written

permission. This easement is limited to the current use and shall not be expanded or significantly altered by GRANTEE without GRANTOR's written permission.

The easement granted herein shall be perpetual and may be conveyed or leased by GRANTOR, its successors, heirs and assigns; provided, however, that if Cellar #1 is not used by GRANTEE (or its successors) for a period of more than five years, or is destroyed and not rebuilt within a five year period, then the easement shall be deemed abandoned and terminated. Further provided, that the owner of the Servient Estate shall have a right of first refusal on the sale of Cellar #1 and the easement, such right being to match the price for which GRANTOR intends to sell.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have executed this instrument this 14th day of January, 2002.

"GRANTOR"

WEBSTER'S DEEP WELL FARM, INC.,

an Idaho corporation

B. Kirk Webster
B. Kirk Webster, President

"GRANTEE"

WEBSTER GOOSE HOLLOW FARMS, LLC,
an

Idaho limited liability company

Kevin B. Webster
Kevin B. Webster, Manager
Jason B. Webster
Jason B. Webster, Manager

STATE OF IDAHO)
County of Bonneville) ss.

On the 14th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared KEVIN B. WEBSTER and JASON B. WEBSTER, known or identified to me to be the Managers of WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company and the company that executed the foregoing instrument, and acknowledged to me that they executed the same in said company 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.

STATE OF IDAHO)
County of Bonneville) ss.

On the 14th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared B. KIRK WEBSTER, known or identified to me to be the PRESIDENT of WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation and the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same in said corporation 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.

L:\wp\2675\cellareasement1.wpd

EXHIBIT "C"
to the
PURCHASE AGREEMENT
between *Buyer* and *Deep Well*

Allocation of Purchase Price

<i>Circles (without Mainline)</i>	\$100,000.00
<i>Mainline</i>	\$ 25,000.00
<i>Jensen Siding bins and 1/3 leg & housing</i>	\$100,000.00
<i>Cellar #1</i>	\$250,000.00
<i>1/2 of Farm Well Equipment</i>	<u>\$125,000.00</u>

Purchase Price of Buildings & Equipment \$600,000.00

Property \$900,000.00

Purchase Price for *Subject Assets* \$1,500,000.00

All assets appurtenant to the *Property* and all irrigation equipment used thereon are included, and the foregoing list is intended to detail the larger items for allocation purposes and is not intended to limit the scope of what is being transferred.

EXHIBIT "D"
to the
PURCHASE AGREEMENT
between *Buyer* and *Deep Well*

Easement for *Cellar #1*

other necessary components are referred to herein collectively as the "Water System." The Water System provides water to the home on the Homeowners' Property, to Deep Well's Cellar #2, shops and other buildings on the Deep Well Property, and to Goose Hollow's Cellar #1 on the Deep Well Property. The parties desire by this Agreement to set forth the terms and conditions upon which they will share water from the Water System.

AGREEMENT:

NOW, THEREFORE, for the reasons set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Water System.** The Water System is owned by Deep Well, except that Goose Hollow owns any pipe or components between the Well and Cellar #1 (including any components within Cellar #1), and the Homeowners own any pipe or components between the Well and their home (including any components within their home). However, the purpose for the Water System has and will continue to be to provide water to Deep Well's buildings, Goose Hollow's Cellar #1, and the Homeowners' Property. Each party shall be responsible for repairs to and replacement of that portion of the Water System that extends from the Well to their respective buildings. As that portion of the Water System directly connected with the Well (pumps, motors, panels, and other equipment) is repaired or replaced in the future, the parties shall divide the cost of such repairs or replacements as follows:

Homeowners	25 %
Deep Well	50 %
Goose Hollow	25 %

The parties may divide the costs of repairs and replacements in any other fashion or proportion that they agree. Also, any party may demand that water meters be installed, and that new cost allocation percentages (based upon annual usage) be used prospectively by the parties based upon water usage from the Well.

2. **Use of the Water System.** Each party shall have the right and privilege of using the Water System to satisfy the normal domestic and culinary requirements (including air conditioners and other commercial uses in the cellars and shops) and purposes generally associated with residential, cellar and shop use on their respective properties.

3. **Management of Water System.** Any unresolved issues pertaining to the use, management and operation of the Water System shall be decided and determined by the parties or their successors in the ownership of their respective properties, provided that this Agreement shall be construed liberally to ensure reasonable use of the Water System by all parties.

4. **Power Costs of Water System.** The parties shall share the power costs associated with the pump in the same manner as set forth in Section 1. If not already in place, any party may request that a separate metering system be installed (with costs allocated consistent with Section 1) whereby the power used to operate the Water System can be isolated and identified.

5. **Water Lines and Easements.** In addition to any other easements granted herein, the parties hereby grant to each other the right of ingress and egress and the right to service, repair and maintain the Water System, and associated water lines so that adequate use of the Water System may be facilitated. Such easements shall be perpetual and continue so long as the Water System is in use by any party. The use of such easement shall be consistent with the operation, servicing, repair, and/or maintenance of the Water System and with as little damage to the property of the respective property owners as is reasonable under their existing circumstances.

7. **Appurtenances.** The duties, obligations, the covenants and conditions respective to the operation, management, repairs, replacement and/or maintenance of the Water System and associated equipment shall be an appurtenance to and run with the parties respective properties. These covenants shall be perpetual in character and shall run forever with the land unless changed by the then current landowners.

8. **Discontinued Use.** Should one of the property owners elect to discontinue usage of the Water System, such discontinuance shall not affect the rights of the other owners as to continued usage of the Water System, or the continuing duties of the discontinuing owner to allow and cooperate with such usage. Nothing herein shall compel any owner to use the Water System and either party may declare in writing, filed in the property records of Madison County, that they are abandoning their rights under this Agreement, and by doing so may avoid future liability and future costs; provided, however, that such abandonment shall not release the property or the owner from any of the easements referenced to herein or any other non-monetary burden imposed hereby that is necessary for the other owners to fully utilize the Water System. Abandonment shall not reduce any party's liabilities incurred or accrued prior to such abandonment.

9. **Attorney's Fees.** In the event an action is brought to enforce any of the terms and/or covenants of this Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses including, but not limited to, reasonable attorney's fees, which the prevailing party may incur in such enforcement, or in pursuance of any remedy allowed by law, whether such is incurred by the filing of suit or otherwise.

10. **Save Harmless.** Each of the parties shall save the other parties hereto harmless for or on account of any damage or injury to property or any person caused by the negligent act or neglect of himself, his servants, employees and/or agents in relationship to or arising out of the use of the Water System, and/or waterlines and/or easements thereto. The parties share equally the obligation to keep the Water System in good operating order, but only those parties who use the Well for drinking and other culinary purposes have the responsibility to ensure the Water System complies with any local, federal or state drinking water quality requirements.

11. **Termination.** This Agreement may be terminated, discontinued or amended in writing at any time by the unanimous consent of the parties or by their successors in ownership of the land.

12. **Default.** This Agreement is made upon the express condition that time and punctuality of performance of conditions are of the essence and a material part of this Agreement, and in the event of failure to comply with the terms and conditions hereof, the non-defaulting party shall have any and all remedies as may be provided by law. In addition, in the event any party shall fail to pay those charges for repairs, maintenance, power or other expenses hereunder promptly when due, the paying party may (upon 30 days written notice) shut off the water to the defaulting party until such amounts are paid. In such event, the defaulting party also agrees to pay the cost of a shut off valve and the labor costs accrued in shutting the water off, in addition to any sums owed for repairs, prior to the restoration of water to the defaulting party.

13. **Heirs, Personal Representatives and Assigns.** All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

14. **Miscellaneous.**

(a) The paragraph captions in this Agreement are for convenience only and shall not in anyway limit or be deemed to construe or interpret the terms and provisions hereof.

EXHIBIT "E"
to the
PURCHASE AGREEMENT
between Buyer and Deep Well

Well Agreement for Home Well and Cellar #1

Instrument # 293525
REXBURG, MADISON, IDAHO
2002-01-17 01:48:00 No. of Pages: 5
Recorded for: FIRST AMERICAN TITLE
MARILYN R. RASMUSSEN
Ex-Officio Recorder Deputy Fee: 15.00

DOMESTIC WELL AGREEMENT

THIS DOMESTIC WELL AGREEMENT (this "Agreement") is made and entered into this 14th day of January, 2002, by and between WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company (hereinafter "Goose Hollow"), WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation (hereinafter "Deep Well"), and CHAD WEBSTER and KAMI WEBSTER, husband and wife (hereinafter the "Homeowners").

BACKGROUND:

A. Deep Well owns certain real property (hereinafter the "Deep Well Property") in Madison County, Idaho, which is located in the SE1/4 of Section 22, Township 5 North, Range 40 East, Boise Meridian, and is more particularly described as follows:

Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 400 feet; thence South 89°38'34" West 500 feet; thence South 400 feet; then North 89°38'34" East 500 feet to the point of beginning. LESS county road right of way.

B. Located upon the Deep Well Property are various buildings, shops and two cellars, with the eastern most cellar known as and referred to herein as "Cellar #1," and the western most cellar known as and referred to herein as "Cellar #2". All of these buildings are owned by Deep Well, with the exception of Cellar #1 which is owned by Goose Hollow.

C. The Homeowners own property (hereinafter the "Homeowners' Property") adjacent to and directly east of the Deep Well Property, such property being located in the SE1/4 of Section 22, Township 5 North, Range 40 East, Boise Meridian, and more particularly described as follows:

Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 89°38'34" East 208.71 feet; thence North 208.71 feet; thence South 89°38'34" West 208.71 feet; thence South 208.71 feet to the point of beginning. LESS county road right of way.

D. A domestic well (the "Well") is located on the Deep Well Property, and is owned by Deep Well. The Well, along with any pumps, motors, panels, pressure systems, pipe lines for water distribution, and

EXHIBIT "F"
to the
PURCHASE AGREEMENT
between Buyer and Deep Well

Modification Agreement

Instrument # 293526
REXBURG, MADISON, IDAHO
2002-01-17 01:49:00 No. of Pages: 3
Recorded for: FIRST AMERICAN TITLE
MARILYN R. RASMUSSEN Fee: 9.00
Ex-Officio Recorder Deputy

FIRST AMENDMENT TO
AGREEMENT REGARDING OWNERSHIP OF IMPROVEMENTS
AND EASEMENTS

THIS FIRST AMENDMENT to Agreement Regarding Ownership of Improvements and Easements (this "Amendment") is made and entered into this 14th day of January, 2002, by and between WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation ("Deep Well"), Webster's, Inc., an Idaho corporation ("Webster's"), Webster's Mile High Farm, Inc., an Idaho corporation ("Mile High"), and Webster Goose Hollow Farms, LLC, an Idaho limited liability company ("Goose Hollow").

BACKGROUND

A. All of the parties hereto, except *Goose Hollow*, executed that certain Agreement Regarding Ownership of Improvements and Easements dated December 23, 1994 (the "Original Agreement"), which was filed in the Madison County's Records Office as Instrument No. 254572. Under the *Original Agreement*, the three corporate parties set forth their respective interests in the grain elevators located at the area known as "Jensen Siding," which area is more particularly described for purposes of this *Amendment* as follows:

That portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21, T5N, R40E, Boise Meridian, lying South and East of the railroad right-of-way; and,

That portion of the West eighth (W $\frac{1}{8}$) of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, T5N, R40 East, Boise Meridian, lying East of the railroad right-of-way.

B. After the *Original Agreement* was recorded, the three corporate parties acquired that portion of *Jensen Siding* that was previously leased to *Deep Well* by the railroad. More recently, *Goose Hollow* (an entity related to *Webster's* through common ownership) has acquired *Deep Well's* interest in the land portion of *Jensen Siding*, and *Deep Well's* interest in some of the improvements at *Jensen Siding*. Hence, the parties desire by this *Amendment* to update and confirm the *Original Agreement*.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Parties.** By its signature below, *Goose Hollow*, as the successor land owner to *Deep Well*, hereby joins as a party to the *Original Agreement* and acknowledges that the *Jensen Siding* area is subject to the easements and other obligations set forth in the *Original Agreement* and this *Amendment*. Each of the other parties hereto confirms the terms and provisions of the *Original Agreement*, except as modified by this *Amendment*. Any common costs necessarily incurred by the parties with regard to the *Jensen Siding* area shall be shared by them in proportion to their respective ownership interests.

(b) Whenever the singular number is used in this *Agreement* and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and the word persons shall include corporation, firm, partnership or other form of associates.

(c) This *Agreement* shall be construed and enforced in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have executed this *Agreement* the day and year first set forth above.

"Goose Hollow"

WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company

Kevin B. Webster
KEVIN B. WEBSTER, Manager

Jason B. Webster
JASON B. WEBSTER, Manager

"Deep Well"

WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation

By: B. Kirk Webster
B. KIRK WEBSTER, President

"Homeowners"

Chad Webster
CHAD WEBSTER

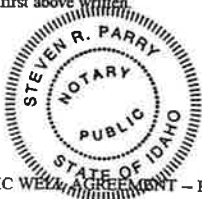
Kami Webster
KAMI WEBSTER

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STATE OF IDAHO)
County of Bannock ss.)

On the 14th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared KEVIN B. WEBSTER and JASON B. WEBSTER, known or identified to me to be the Managers of WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company and the company that executed the foregoing instrument, and acknowledged to me that they executed the same in said company 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.



Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

STATE OF IDAHO)
County of Bannock ss.)

On the 14th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared B. KIRK WEBSTER, known or identified to me to be the PRESIDENT of WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation and the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same in said corporation 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.

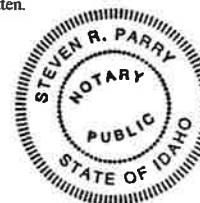


Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

STATE OF IDAHO)
County of Bannock ss.)

On the 14th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared CHAD WEBSTER and KAMI WEBSTER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

2. **Ownership of Bins.** Section 4 of the *Original Agreement* sets forth the bin ownership. The parties agree that bin numbers 1 and 3 (as well as *Deep Well's* 1/3 of the leg and housing) are now owned by *Webster's* (or *Goose Hollow* as those two entities may determine between them). As a result of this modification, the parties agree that *Deep Well* continues to own bin numbers 6, 9 and 10; *Mile High* owns bin number 5 and 1/3 of the leg and housing, and *Webster's* (or *Goose Hollow*) now own bin numbers 1, 2, 3, 4, 7, 8 & 11, and two-thirds of the leg and housing.

3. **Easements.** The easements granted in the *Original Agreement* are hereby confirmed by *Goose Hollow*, except that such easements are now also granted to *Deep Well* which previously owned the land. Likewise, *Webster's* and *Mile High* hereby join in granting such easements to the extent necessary as they have now acquired that portion of *Jensen Siding* previously leased from the railroad. *Deep Well's* right, as set forth in the *Original Agreement*, to demand that the area be surveyed and the easements delineated more specifically now accrues to *Goose Hollow*, as do any other rights that *Deep Well* held as the underlying land owner.

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

"Goose Hollow"
WEBSTER GOOSE HOLLOW FARMS, LLC,
an Idaho limited liability company

By: [Signature]
KEVIN B. WEBSTER, Manager

By: [Signature]
JASON B. WEBSTER, Manager

"Webster's"
WEBSTER'S, INC., an Idaho corporation

By: [Signature]
KEVIN B. WEBSTER, President

STATE OF IDAHO)
ss.
County of Bonneville)

On the 14th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared KEVIN B. WEBSTER and JASON B. WEBSTER, known or identified to me to be the Managers of WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company and the company that executed the foregoing instrument, and acknowledged to me that they executed the same in said company 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.



FIRST AMENDMENT TO AGREEMENT REGARDING
OWNERSHIP OF IMPROVEMENTS AND EASEMENTS

"Deep Well"
WEBSTER'S DEEP WELL FARM, INC.,
an Idaho corporation

By: [Signature]
B. KIRK WEBSTER, President

"Mile High"
WEBSTER'S MILE HIGH FARM, INC.,
an Idaho corporation

By: [Signature]
SHAWN WEBSTER, President

[Signature]
Notary Public
Residing at [Signature]
My Commission Expires 7/1/2003

STATE OF IDAHO)
ss.
County of Bonneville)

On the 14th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared B. KIRK WEBSTER, known or identified to me to be the PRESIDENT of WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation and the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same in said corporation 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.



[Signature]
Notary Public
Residing at [Signature]
My Commission Expires 7/1/2003

STATE OF IDAHO)
ss.
County of Bonneville)

On the 14th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared KEVIN B. WEBSTER, known or identified to me to be the PRESIDENT of WEBSTER'S, INC., an Idaho corporation and the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same in said corporation 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.



[Signature]
Notary Public
Residing at [Signature]
My Commission Expires 7/1/2003

STATE OF IDAHO)
ss.
County of Bonneville)

On the 14th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared SHAWN WEBSTER, known or identified to me to be the PRESIDENT of WEBSTER'S MILE HIGH FARM, INC., an Idaho corporation and the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same in said corporation 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.



[Signature]
Notary Public
Residing at [Signature]
My Commission Expires 7/1/2003

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whereby the parties are currently drawing water from the earth, but this *Agreement* does not affect in any manner the actual water rights belonging to each party.

2. **Easements.** Inasmuch as the *Farm Well* is located on the *Deep Well Property*, *Deep Well* hereby grants to *Goose Hollow*, and any successor owner of the *Goose Hollow Property*, (a) an easement allowing *Goose Hollow* to retain and place its interest in the *Farm Well* equipment on the *Farm Well* site, including the right to repair and replace such equipment, (b) an easement to access the *Farm Well* for any reasonable purposes associated with using the *Farm Well* to irrigate the *Goose Hollow Property*, including inspections, repairs, maintenance, etc., and (c) an easement for the mainline which carries any water from the *Farm Well* to the *Goose Hollow Property*, including the right to inspect, repair and maintain such mainline. All easements shall be interpreted so as to allow *Goose Hollow* reasonable access to and use of the *Farm Well* to irrigate the *Goose Hollow Property*, and all easement rights shall be exercised in a reasonable fashion and with as little damage to the property as is reasonable under the existing circumstances. Such easements shall be perpetual and continue so long as *Goose Hollow*, or its successor, desires to use the *Farm Well* to irrigate the *Goose Hollow Property*.

3. **Irrigation System.**

(a) **Use.** *Deep Well* shall have the right and privilege of taking and facilitating water out of and from the *Irrigation System* to satisfy the irrigation needs generally associated with the irrigation of the *Deep Well Property*. *Goose Hollow* shall have the right and privilege of taking and facilitating water out of and from the *Irrigation System* to satisfy the irrigation needs generally associated with the irrigation of the *Goose Hollow Property*. Unless the parties agree otherwise in writing, use of the *Irrigation System* shall be consistent with prior use and with the prevailing farming and irrigation practices in the area. So long as the other party's use of the *Irrigation System* is not materially harmed, the parties may make modifications to their portion of the *Irrigation System* and may change the place of use and water application. Each party is obligated for their own compliance with Idaho water law.

(b) **Management.** The parties shall share all management rights and responsibilities relating to the *Irrigation System*, including repairs, maintenance, accounting and scheduling. The parties recognize that well sharing requires considerable coordination and cooperation, and the parties agree to each make a good faith effort to coordinate management of the *Irrigation System*, including if appropriate the coordination of their crop rotation. If the parties reach a deadlock that cannot be resolved, then either party may call for a well master (herein the "*Well Master*") to be appointed to manage the *Irrigation System*. The *Well Master* shall be such person or entity as the parties may jointly designate. If the parties cannot agree upon a *Well Master*, then the *Well Master* shall be appointed (and may likewise be removed) by the county extension agent for Madison County. If there is no extension agent or such agent fails to timely appoint a *Well Master*, then the *Well Master* shall be appointed (and may likewise be removed) by the Seventh Judicial District Court, in and for Madison County.

(c) **Costs and Expenses.** All costs and expenses for maintenance, repairs and/or replacement of the *Farm Well* equipment and for the management thereof (including the costs of a *Water Master* if required) shall be shared equally by the parties, with the need for any repair, replacement or maintenance determined pursuant to Section 3(b) above. Each party shall be responsible for the mainline which carries water to their respective properties, and shall pay for all related maintenance and repair costs associated therewith. If any portion of the mainline is used by both parties, then the expenses associated with that portion of the mainline shall be shared equally by the parties. With respect to power costs, the parties may share equally the power costs associated with the *Farm Well*. However, if either party believes there is a significant difference in usage from the *Farm Well*, then either party may require that water meters be installed in the

mainlines (or some other method designed to measure the relative use of water or power by the parties) so as to determine the relative proportions of water drawn by the parties, and then the power costs shall be prorated in accordance with such proportions. A *Water Master* may also be called upon to determine cost allocations.

4. **Appurtenances.** The duties, obligations, covenants and conditions relative to the use, operation, management, repairs, replacement and/or maintenance of the *Irrigation System* and associated equipment shall be an appurtenance to and run with the parties' respective properties. These covenants shall be perpetual in character and shall run forever with the land unless changed by the then current landowners.

5. **Discontinued Use.** Should one of the property owners elect to discontinue usage of the *Irrigation System*, such discontinuance shall not affect the rights of the other owner as to continued usage of the *Irrigation System*. Nothing herein shall compel any owner to use the *Irrigation System* and either party may declare in writing, filed in the property records of Madison County, that they are abandoning their rights under this *Agreement*, and by doing so may avoid future liability and future costs; provided, however, that such abandonment shall not release the property or the owner from any of the easements referenced to herein or any other non-monetary burden imposed hereby that is necessary for the other owners to fully utilize the *Irrigation System*. Abandonment shall not reduce any party's liabilities incurred or accrued prior to such abandonment.

6. **Attorney's Fees.** In the event an action is brought to enforce any of the terms and/or covenants of this *Agreement*, the prevailing party shall be entitled to recover from the other party all costs and expenses including, but not limited to, reasonable attorney's fees, which the prevailing party may incur in such enforcement, or in pursuance of any remedy allowed by law, whether such is incurred by the filing of suit or otherwise.

7. **Save Harmless.** Each of the parties shall save the other parties hereto harmless for or on account of any damage or injury to property or any person caused by the negligent act or neglect of himself, his servants, employees and/or agents in relationship to or arising out of the use of the *Irrigation System*, and/or waterlines and/or easements thereto.

11. **Termination.** This *Agreement* may be terminated, discontinued or amended in writing at any time by the parties or by their successors in ownership of the land.

12. **Default.** This *Agreement* is made upon the express condition that time and punctuality of performance of conditions are of the essence and a material part of this *Agreement*, and in the event of failure to comply with the terms and conditions hereof, the non-defaulting party shall have any and all remedies as may be provided by law.

13. **Heirs, Personal Representatives and Assigns.** All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

14. **Miscellaneous.**

(a) The paragraph captions in this *Agreement* are for convenience only and shall not in anyway limit or be deemed to construe or interpret the terms and provisions hereof.

(b) Whenever the singular number is used in this *Agreement* and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and the word persons shall include corporation, firm, partnership or other form of associates.

(c) This *Agreement* shall be construed and enforced in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have executed this *Agreement* the day and year first set forth above.

"Goose Hollow"

WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company

Kevin B. Webster
KEVIN B. WEBSTER, Manager

Jason B. Webster
JASON B. WEBSTER, Manager

"Deep Well"

WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation

By: B. Kirk Webster
B. KIRK WEBSTER, President

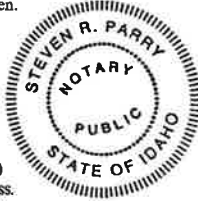
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STATE OF IDAHO)

County of Benewah) ss.

On the 14th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared KEVIN B. WEBSTER and JASON B. WEBSTER, known or identified to me to be the Managers of WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company and the company that executed the foregoing instrument, and acknowledged to me that they executed the same in said company 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.



Steven R. Parry
Notary Public
Residing at Idaho Falls
My Commission Expires 7/1/2003

STATE OF IDAHO)

County of Benewah) ss.

On the 14th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared B. KIRK WEBSTER, known or identified to me to be the PRESIDENT of WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation and the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same in said corporation 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.



Steven R. Parry
Notary Public
Residing at Idaho Falls
My Commission Expires 7/1/2003

FARM WELL AGREEMENT -- Page 4

EXHIBIT "A"

to the

FARM WELL AGREEMENT

between Deep Well and Goose Hollow

The Deep Well Property is located in Madison County, Idaho, and is more particularly described as follows:

The following property located in Township 5 North, Range 40 East, Boise Meridian:

Section 27: North ½.

Section 28: W½SE¼ less all that portion lying East of the Railroad right-of-way and less Railroad right-of-way; SE¼SW¼; NE¼ less Railroad right-of-way.

EXHIBIT "B"

to the

FARM WELL AGREEMENT

between Deep Well and Goose Hollow

The Goose Hollow Property is located in Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho, and is more particularly described as follows:

Section 21: A triangular tract of land situated in the SE¼SE¼, being all that portion which lies on the Southerly side of the right of way of Railroad.

Section 22: SE¼; W½ less all that portion lying West of the Railroad right-of-way and less the Railroad right-of-way; W½W½NE¼ less all that portion lying West of the Railroad right-of-way and less the Railroad right-of-way.

[Kirk's Homeplace]

LESS AND EXCEPTING: Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 89°38'34" East 208.71 feet; thence North 208.71 feet; thence South 89°38'34" West 208.71 feet; thence South 208.71 feet to the point of beginning. LESS county road right of way.

FARM WELL AGREEMENT -- Page 5

[*Deep Well Buildings Parcel*]

LESS AND EXCEPTING: Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 400 feet; thence South 89°38'34" West 500 feet; thence South 400 feet; then North 89°38'34" East 500 feet to the point of beginning. LESS county road right of way.

LESS AND EXCEPTING: Commencing at the SW corner of the E½ of the W½ NE¼, Section 22, Township 5 North, Range 40 East, Boise Meridian, and running thence North 1250 feet, more or less, to the true point of beginning; thence West 750 feet, more or less, to the railroad right-of-way, thence in a northeasterly direction following the railroad right-of-way for 1100 feet, more or less, to a point that is due North of the true point of beginning; thence South 800 feet, more or less, to the true point of beginning.

Section 22: Commencing at the SW corner of the E½ of the W½ NE¼, Section 22, Township 5 North, Range 40 East, Boise Meridian, and running thence North 1250 feet, more or less, thence East 50 feet, more or less, to the center line of a farm road, thence in a southerly direction following the center line of said farm road for 1300 feet, more or less, to a point that is due East of the beginning point, thence West 370 feet, more or less, to the point of beginning.

Section 23: The West 3577.5 feet of S½.

EXHIBIT "I"
to the
PURCHASE AGREEMENT
between *Buyer* and *Deep Well*

First Option to Purchase and Second Mortgage

Instrument # 293528
REXBURG, MADISON, IDAHO
01:51:00 No. of Pages: 9
2002-01-17
Recorded for: FIRST AMERICAN TITLE
MARILYN R. RASMUSSEN Fee: 27.00
Ex-Officio Recorder Deputy

FIRST OPTION TO PURCHASE AND SECOND MORTGAGE

THIS FIRST OPTION TO PURCHASE AND SECOND MORTGAGE (this "Agreement" or "Mortgage") is made and entered into this 14 day of January, 2002, by and between WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company (hereinafter "Goose Hollow" or "Mortgagee"), and WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation (hereinafter "Deep Well" or "Mortgagor").

BACKGROUND:

A. Pursuant to that certain Purchase Agreement of even date herewith (the "Purchase Agreement"), Goose Hollow has acquired from Deep Well certain real property (hereinafter the "Goose Hollow Property") in Madison County, Idaho, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference. Deep Well retained and continues to own certain real property (hereinafter the "Deep Well Property") in Madison County, Idaho, which is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference.

B. The Deep Well Property and the Goose Hollow Property have for years been farmed together, and consequently Deep Well and Goose Hollow have entered into a Farm Well Agreement concurrently herewith to coordinate the joint ownership, management and use of a well located on the Deep Well Property. In addition, both the Goose Hollow Property and the Deep Well Property are the subject of various encumbrances in favor of Eastern Idaho Agricultural Credit Association, including a Financing Statement covering all fixtures recorded December 27, 1994 as Instrument No. 254583 (with a Continuation Statement recorded August 27, 1999 as Instrument No. 280166), a Real Estate Mortgage and Fixture Filing dated December 15, 1994, and recorded December 27, 1994 as Instrument No. 254584 (with a Memorandum of Loan Modification dated and recorded August 13, 1997 as Instrument No. 267674, and a Corrected Memorandum of Loan Modification dated September 9, 1997, and recorded October 15, 1997 as Instrument No. 268629), and a Real Estate Mortgage dated November 22, 1996, recorded December 4, 1996 as Instrument No. 264014 (these encumbrances are collectively referred to herein as the "First Mortgage" and the debt secured thereby as the "First Mortgage Note"). Although Goose Hollow has paid Deep Well the entire purchase price for the Goose Hollow Property, the parties agreed as set forth in the Purchase Agreement that the Goose Hollow Property would be conveyed to Goose Hollow subject to the First Mortgage, but that Deep Well would retain the obligation to pay the First Mortgage Note and to secure the release of the Goose Hollow Property from the First Mortgage as soon as possible.

C. Until such time as Deep Well obtains the release of the First Mortgage from the Goose Hollow Property, the parties desire by this Agreement (1) to give Goose Hollow a second position

mortgage on the Deep Well Property to secure the obligations of Deep Well under the Purchase Agreement, including the obligation to pay the First Mortgage Note and remove the First Mortgage from the Goose Hollow Property, and (2) to give Goose Hollow the first option to purchase the Deep Well Property under certain circumstances as described herein.

MORTGAGE:

For the purpose of securing the obligations of Deep Well under the Purchase Agreement, including the obligation to timely pay the First Mortgage Note and to remove the First Mortgage from the Goose Hollow Property as soon as possible, Deep Well, as the Mortgagor, does hereby grant, bargain, sell, convey and mortgage (subject however to the First Mortgage) to Goose Hollow, as the Mortgagee, its successors and assigns forever, the Deep Well Property, which is sometimes also referred to herein as the "Premises," together with:

(a) all the estate and rights in and to the Premises and all buildings, structures, improvements, fixtures and annexations, access rights, easements, rights-of-way or use, servitudes, mineral rights, licenses, tenements, hereditaments and appurtenances now or hereafter belonging to or pertaining to the Premises, and together with all irrigation equipment, water, water rights (whether or not appurtenant and whether represented by license, permit, water stock, or otherwise), ditch, ditch rights, easements, pumps, motors, pipes, sprinklers and other appurtenant equipment, wells, and other articles or property now or hereafter attached to, or used or adapted for use in the operation of the Premises;

(b) all rents, leases and profits now due or which may hereafter become due under or by virtue of any lease, license, sublease or agreement, whether written or verbal, or for the use or occupancy of the Premises, or any part thereof, including all mineral, gas, oil and extraction rights on the Premises;

(c) all judgments, awards of damages, settlements and payments or security hereinafter made as a result of, or in lieu of, any taking of the Premises or any part thereof under the power of eminent domain, or for any damages to the Premises or the improvements thereon, or any part thereof, resulting from exercise of, or attempted exercise of, mining rights or claims wherever reserved or asserted and resulting from the disturbance of any of the surface of the Premises. Subject to the First Mortgage, the Mortgagor does hereby expressly and irrevocably grant to the Mortgagee sole right to give such consent as may be required of the owner for mining or other surface disturbance by the terms of any patent, deed, statute, law or otherwise.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns, forever. If the Mortgagor shall timely pay the First Mortgage Note and secure the release of the First Mortgage from the Goose Hollow Property, and shall keep and perform all and singular the covenants and agreements herein contained, then this conveyance shall be null and void, otherwise, it shall remain in full force and effect.

THE MORTGAGOR HEREBY COVENANTS AND AGREES with the Mortgagee that:

1. Mortgagor will timely make all payments under the First Mortgage Note when due.
2. Mortgagor is the lawful owner and is in possession of the Premises and collateral; has a good right to sell, secure, mortgage and convey the same (subject however to the First Mortgage); that the Premises and collateral are free from all encumbrances except the First Mortgage; and that the Mortgagor warrants and will defend the title thereto against the lawful claims of all persons whomsoever.
3. Mortgagor will pay all taxes, assessments and public charges of any nature levied or assessed against the Premises or the collateral (and produce receipts therefor upon demand), and also pay any claim, lien or encumbrance against the Premises or collateral which may be or become prior to this Mortgage.

4. *Mortgagor* shall provide *Mortgagee*, or its assigns, promptly upon payment of the same, evidence of payment of all real estate taxes and any special assessment as such items become due and payable and before they become delinquent.

5. *Mortgagor* (i) will not remove any building now or hereafter erected on the *Premises* which is under the security of this *Mortgage*, unless the *Mortgagee* shall first consent thereto in writing; (ii) will maintain the *Premises* and collateral in good condition and repair; (iii) will comply with all the laws, ordinances, regulations, covenants and restrictions affecting the *Premises*, and will not suffer or permit violation thereof; (iv) will furnish such information respecting the use and operation of the *Premises* as the *Mortgagee* may from time to time demand; (v) will permit the *Mortgagee* or its representatives to examine and inspect the *Premises* and collateral at any reasonable times; (vi) will maintain the collateral in possession upon the *Premises* and shall not remove it from such location, except for repair or replacement; (vii) will replace any item of the collateral as should be required and such replacement shall be subject to the security hereof as a first lien thereon; and (viii) will maintain such collateral and replacements from any adverse lien, security interest or encumbrance.

6. *Mortgagor* will not commit or suffer waste of the *Premises* or impairment in any manner of the agricultural value of the land, and, without limiting that generality, will cultivate, irrigate, fertilize, spray, prune, keep non-timber land free from foul and noxious weeds, brush and other undesirable growth, provide for stock selection, crop rotation, drainage, prevention of erosion and pasture maintenance in accordance with good husbandry and approved methods of agricultural developments.

7. If *Mortgagor* fails to pay any claim, lien or encumbrance which is prior to this *Mortgage*, or, when due, any taxes or any assessments or insurance premium, or to keep the *Premises* or collateral in repair, or if any violation of any undertaking on *Mortgagor's* part set forth in the two paragraphs immediately preceding shall occur, or if there be commenced any action or a proceeding affecting the *Premises* or the title thereto, then *Mortgagee*, at its option, may pay said claim, the lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs, and take such steps as it deems advisable to prevent or cure any such breach, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as said *Mortgagee* deems advisable, and for any of said purposes the *Mortgagee* may advance such money as it deems necessary. The *Mortgagee* shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment or premium, of the necessity for such other action as herein provided for and of the sums needed to be paid in satisfaction thereof.

8. The holder of this *Mortgage*, in any action to foreclose it, shall be entitled (without notice and without regard to the adequacy of any security or the mortgage debt) to the appointment of a receiver of the rents and profits of the *Premises* and such receiver shall be, in addition to all the rights and powers customarily given to and exercised by such a receiver, given all the rights and powers granted to the *Mortgagee* by the covenants contained in the following paragraph.

9. If there be a default in the payment of any installment of principal or interest under the *First Mortgage Note*, or after a default in payment after the same shall become due and payable of any tax, assessment, water or public charges of any nature, affecting the *Premises*, or after any other default under the terms of this *Mortgage*, the *Mortgagee* may demand that the *First Mortgage* be removed from the *Goose Hollow Property* immediately and thenceforth all rents and profits of the *Premises* shall then immediately accrue to the benefit of *Mortgagee*, and this *Mortgage* may be foreclosed by judicial proceedings or the *Mortgagee* may exercise the power of sale which is hereby conferred according to law (at which sale the *Mortgagee* may become purchaser), for the full amount of said indebtedness, together with costs, taxes, insurance, repairs, costs of abstract of title, reasonable attorney's fees, and any and all other sums advanced or expense incurred on account of the *Mortgagor* or this *Mortgage* for whatever purposes. In case of such foreclosure by judicial proceedings or sale, *Mortgagor* hereby expressly waives any claim of homestead and all rights of possession of the *Premises* during the period allowed by law for redemption, except as provided by law, and consents to a deficiency judgment for any part of the *First Mortgage Note* which shall not be paid by the sale of the *Premises*.

10. If the *Mortgagor* shall make an assignment for the benefit of creditors, or if a receiver be appointed for the *Mortgagor* or any part of the *Premises*, or if *Mortgagor* files a petition in bankruptcy, or is adjudicated

a bankrupt or files any petition or institutes any proceeding under the Federal Bankruptcy Laws of the United States, then, on the happening of any one or more of these events, the *Mortgagor* shall be required to immediately secure the release of the *Goose Hollow Property* from the *First Mortgage*, and if not done within 30 days shall be deemed in default hereunder and this *Mortgage* may thereupon be foreclosed for the whole of said principal, interest and costs.

11. Without affecting (i) the liability of any person for payment of the indebtedness secured hereby or (ii) the lien hereof upon any of the *Premises*, the *Mortgagee* may, from time to time, without notice, (a) extend the time, or agree to alter the terms of payment of any of the indebtedness; (b) accept additional security of any kind; and (c) release any portion of the *Premises* as security hereunder.

12. No delay by *Mortgagee* in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof, or preclude the exercise thereof during the continuance of a default hereunder. If *Mortgagee* makes payments on the *First Mortgage Note*, then *Mortgagee* shall be subrogated to the claims and liens of the *First Mortgage* holder.

13. As an inducement to *Mortgagee* to enter in the *Purchase Agreement*, the *Mortgagor* covenants and agrees that until the *First Mortgage* is released from the *Goose Hollow Property*, title to and possession of the *Premises* shall be vested in the *Mortgagor* and if at any time during said term, all or any part of the *Premises* shall, without the prior written consent of the *Mortgagee*, be otherwise sold, conveyed, transferred or encumbered or full possessory rights therein transferred, then the *Mortgagor* shall be obligated to immediately remove the *First Mortgage* from the *Goose Hollow Property*. This provision shall apply to each and every sale, transfer, conveyance or encumbrance, regardless of whether or not *Mortgagee* has consented or waived its rights, whether by action or non-action, in connection with any previous sale, transfer, conveyance or encumbrance, whether one or more.

14. *Mortgagor* agrees to comply with all laws, ordinances, rules and regulations to which *Mortgagor* or the *Premises* are subject.

15. Each and every provision of this *Mortgage* shall bind and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto. If there is more than one *Mortgagor*, all their undertakings shall be deemed to be joint and several, and the terms and language herein shall be construed as plural, and if any of the parties are feminine, or are firms or corporations, the masculine shall include the feminine and the neuter. All *Mortgagee's* rights and remedies herein specified are intended to be cumulative and not in substitution for any right or remedy otherwise available.

16. This *Mortgage* and the obligation secured hereby shall be construed and governed by the laws of the State of Idaho. This *Mortgage* and the obligations secured hereby are fully assignable by *Mortgagee* and its successors and assigns.

FIRST OPTION TO PURCHASE

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, *Deep Well* grants to *Goose Hollow* the option to purchase all or a portion of the *Deep Well Property* under the following terms and conditions.

1. **Duration.** The purchase option granted herein (the "*Option*") shall exist for so long as the *First Mortgage* remains as an encumbrance on the *Goose Hollow Property*. Once the *First Mortgage* is removed from the *Goose Hollow Property*, then the *Option* shall terminate to the extent not already exercised.

2. **Triggering Events.** For so long as *Deep Well* complies with all of its obligations under the *Mortgage* and *Purchase Agreement*, including the timely payment of all amounts due under the *First Mortgage*, the *Option* may not be exercised. However, if *Deep Well* ever defaults under the *Mortgage*, the *First Mortgage*, the *First Mortgage Note*, or the *Purchase Agreement*, and such default is not corrected within 30 days from receipt of written notice from *Goose Hollow*, or if *Deep Well* transfers or further encumbers the

Deep Well Property without Goose Hollow's written consent, then the Option rights hereunder shall be triggered.

3. **Exercise of Option.** If the Option is triggered under Section 2 above, then Goose Hollow may elect to purchase all or any portion (but not smaller than 40 acre parcels) of the Deep Well Property, including Deep Well's interest in the well and equipment and irrigation system. The Option shall be exercised by Goose Hollow giving written notice (the "Notice of Exercise") to Deep Well by either tendering such written notice in person to an officer of Deep Well or by sending such written notice to Deep Well, certified mail, postage prepaid, which notice shall be effective at the time it is placed in the United States mails. The date upon which such written notice is tendered in person or the date when such notice is mailed as provided herein shall be the exercise date. The Notice of Exercise shall designate a date for Closing which is no less than 14 days and no more than 90 days beyond the notice date. The Notice of Exercise shall also designate whether all of the Deep Well Property is being purchased, or if a portion, which portion is being purchased. One of the purposes of the Option is to protect Goose Hollow in the event it was required to pay on the First Mortgage Note rather than risk foreclosure on its own Goose Hollow Property, such protection being that in the event of Deep Well's default on the First Mortgage, Goose Hollow could exercise the Option and pay the purchase price with funds applied against the First Mortgage Note. Consequently, the Option may be exercised on one or more occasions, all within the discretion of Goose Hollow.

4. **Purchase Price and Payment.** The amount payable under the Option (the "Purchase Price") and the payment of the Purchase Price shall be determined as follows:

(a) **Payment.** Payment for any property purchased under the Option shall be made in cash at closing; provided, however, that any amounts paid by Goose Hollow directly on the First Mortgage Note shall be credited against the Purchase Price under the Option. Any payments received by Deep Well directly as payment of the Purchase Price shall be paid over to the First Mortgage Note holder unless Goose Hollow agrees otherwise in writing.

(b) **Purchase Price if Sale.** If the Option is triggered by the transfer of the Deep Well Property, then the Purchase Price shall match the price at which Deep Well was selling the Deep Well Property, all in the form of a right of first refusal. If Goose Hollow does not exercise its Option in the form of a right of first refusal, then Deep Well may complete the transfer but all (or the necessary part) of the proceeds must be paid against the First Mortgage Note so as to secure the release of the First Mortgage from the Goose Hollow Property.

(c) **Purchase Price if Default.** If the Option is triggered by Deep Well's default under Section 2 above, then the Purchase Price shall be \$2,000 per acre, which shall include a proportional interest in the well and irrigation equipment.

5. **Conveyance.** Any property purchased hereunder shall be conveyed by Deep Well at closing by warranty deed, free and clear of all liens and encumbrances; provided, however, that the First Mortgage may still be an encumbrance if Goose Hollow has elected to purchase only a portion of the Deep Well Property. If Goose Hollow elects to purchase all of the Deep Well Property, but the Purchase Price is not sufficient to clear the First Mortgage, then Deep Well shall remain obligated to pay the balance of the First Mortgage Note at that time and to clear the First Mortgage from both the Goose Hollow Property and the Deep Well Property. Deep Well shall pay for and provide Goose Hollow with a standard owner's title insurance policy in the amount of the Purchase Price from a title insurance company selected by Goose

Hollow. Closing shall occur at such place and time as Goose Hollow shall direct in its Notice of Exercise. All costs of closing shall be paid for by Deep Well.

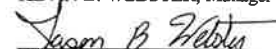
6. **General.** The terms of the Option and this Agreement generally shall be governed and construed in accordance with the laws of the state of Idaho. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto. This Agreement shall be construed as though both parties had drafted it. The parties acknowledge the conflict of interest disclosures made in paragraph 15 of the Purchase Agreement, and specifically provide that the Purchase Agreement is incorporated herein by this reference if and to the extent necessary to interpret and understand the context of this Agreement. This Agreement may not be changed or terminated orally. This Agreement supersedes all prior negotiations and agreements between the parties and represents the full agreement of the parties with respect to the subject matter hereof. By their signatures below, the undersigned each represent that they have authority to sign for the entities for which they are signing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first set forth above.

"Goose Hollow"

WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho
limited liability company



KEVIN B. WEBSTER, Manager


JASON B. WEBSTER, Manager

"Deep Well"

WEBSTER'S DEEP WELL FARM, INC., an Idaho
corporation

By: 

B. KIRK WEBSTER, President

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STATE OF IDAHO)

County of Bonneville ss.

On the 14th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared KEVIN B. WEBSTER and JASON B. WEBSTER, known or identified to me to be the Managers of WEBSTER GOOSE HOLLOW FARMS, LLC, an Idaho limited liability company and the company that executed the foregoing instrument, and acknowledged to me that they executed the same in said company 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.



Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

STATE OF IDAHO)

County of Bonneville ss.

On the 14th day of January, 2002, before me, the undersigned, a notary public in and for said State, personally appeared B. KIRK WEBSTER, known or identified to me to be the PRESIDENT of WEBSTER'S DEEP WELL FARM, INC., an Idaho corporation and the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same in said corporation 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.



Steven R. Parry
Notary Public
Residing at Idaho Falls, ID
My Commission Expires 7/1/2003

EXHIBIT "A"

to the

FIRST OPTION TO PURCHASE AND SECOND MORTGAGE
between Deep Well and Goose Hollow

The Goose Hollow Property is located in Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho, and is more particularly described as follows:

Section 21: A triangular tract of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, being all that portion which lies on the Southerly side of the right of way of Railroad.

Section 22: SE $\frac{1}{4}$; W $\frac{1}{2}$ less all that portion lying West of the Railroad right-of-way and less the Railroad right-of-way; W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ less all that portion lying West of the Railroad right-of-way and less the Railroad right-of-way.

[Kirk's Homeplace]

LESS AND EXCEPTING: Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 89°38'34" East 208.71 feet; thence North 208.71 feet; thence South 89°38'34" West 208.71 feet; thence South 208.71 feet to the point of beginning. LESS county road right of way.

[Deep Well Buildings Parcel]

LESS AND EXCEPTING: Commencing at a point that is North 89°38'34" East 3947.59 feet from the Southwest corner of Section 22, Township 5 North, Range 40 East, of the Boise Meridian, said point (i.e., the Southwest corner of Section 22) is described as 548.6 feet East of the centerline of the Railroad Crossing of the Oregon Short Line R.R. Company East Belt Branch at Jenson, Idaho; thence North 400 feet; thence South 89°38'34" West 500 feet; thence South 400 feet; then North 89°38'34" East 500 feet to

the point of beginning. LESS county road right of way.

LESS AND EXCEPTING: Commencing at the SW corner of the E½ of the W½ NE¼, Section 22, Township 5 North, Range 40 East, Boise Meridian, and running thence North 1250 feet, more or less, to the true point of beginning; thence West 750 feet, more or less, to the railroad right-of-way, thence in a northeasterly direction following the railroad right-of-way for 1100 feet, more or less, to a point that is due North of the true point of beginning; thence South 800 feet, more or less, to the true point of beginning.

Section 22: Commencing at the SW corner of the E½ of the W½ NE¼, Section 22, Township 5 North, Range 40 East, Boise Meridian, and running thence North 1250 feet, more or less, thence East 50 feet, more or less, to the center line of a farm road, thence in a southerly direction following the center line of said farm road for 1300 feet, more or less, to a point that is due East of the beginning point, thence West 370 feet, more or less, to the point of beginning.

Section 23: The West 3577.5 feet of S½.

EXHIBIT "B"
to the
FIRST OPTION TO PURCHASE AND SECOND MORTGAGE
between *Deep Well* and *Goose Hollow*

The *Deep Well Property* is located in Madison County, Idaho, and is more particularly described as follows:

The following property located in Township 5 North, Range 40 East, Boise Meridian:

- Section 27: North ½.
Section 28: W½SE¼ less all that portion lying East of the Railroad right-of-way and less Railroad right-of-way; SE¼SW¼; NE¼ less Railroad right-of-way.

22-07325

22-07408
22-02190

22-07090

TSN
R
40E

Sutton Cem

Claim No. 22-2190

Document Checklist

☒ Copy License/Decree

☐ Copy Transfer

☒ Copy Licensing Field Exam

☐ Check if Ownership/Address Change is Required _____

☐ Generate, mail and file "Evidence of Priority" letter _____

☒ Generate Arcview Map

Contact Shawn Webster for
on-site

356-9598 or

313-0972 for Appt
on Friday

WATER LICENSE

Water License No. G-29125 Priority November 7, 1960 Amount 7.23 c.f.s.

THIS IS TO CERTIFY, that ADELBERT W. WEBSTER
 of Rexburg, Idaho, made application for a permit to appropriate the public waters of
 the State of Idaho, dated November 7, 1960; that Permit G-29125 was issued pursuant
 to said application; that the proposed works were completed on or about May 1962
 with a storage/or carrying capacity of 7.88 c.f.s., said works consisting of
well, motor, pump and main line, and that on October 29, 1965
 proof was made to the satisfaction of the State Reclamation Engineer, of the beneficial use of 2380
 acre feet per season, with a maximum rate of diversion of 7.23 cubic feet per second of the waters
 of a ground water source, tributary of _____,
 for the purpose of irrigation from April 1 to October 31,
 and for _____ from _____ to _____; and for
 _____ from _____ to _____; and that the use
 of said waters has been made in accordance with the laws of Idaho, and is hereby confirmed by the State Recla-
 mation Engineer and entered in the records of the Idaho Department of Reclamation: the point of diversion is
 located in SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 27, T. 5 N., R. 40 E, B.M., and
 other additional points _____, in the County of
Madison; and that the amount of water to which such right is
 entitled and which is hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially
 used for said purposes and shall not exceed 2380 acre feet per year.

Description and location of place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
5 N	40 E	21																	3
		22	X	X	8	16				5	39	14	38	40	38	39	35	37	309
		27			39	37	40	39	39	39	39								311
		28		21			36												57

Total number of acres irrigated 680

The right to the use of the water hereby confirmed is restricted to the lands or place of use herein described,
 as provided by the laws of Idaho.

Witness the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this

13th day of November, 1968.

[Signature]
 State Reclamation Engineer

29125

22 2190

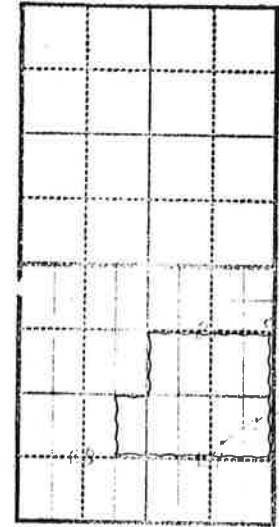
22-2190

APPLICATION FOR PERMIT

To Appropriate the Subterranean Waters of The State of Idaho

Application No. G- 37119
Permit No. G- 29125
District No.

1. Name of Applicant: Adelbert W. Webster
Postoffice address: Rexburg County: Madison State: Idaho
2. Quantity of water claimed:
 - (a) Rate of withdrawal in cubic feet per second 7.23 or Idaho
Miners' inches or gallons per minute 3240
 - (b) Annual withdrawal in acre feet per annum
3. Source of water supply: Well
4. Location of point of diversion or well is in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27
Twp. 5 N , Rge. 40 E , B.M., County of Madison
5. Water is to be used for: Irrigation
6. If for municipal, industrial or recreational purposes, give:
 - (a) Point of use of water is in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp.
Rge. , B.M.
 - (b) Waste water or sewage effluent is to be returned to
at a point in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp. , Rge. , B.M.
7. Kind of works: Deep well turbine pump & sprinkler system
8. Estimated cost of works: \$ 40,000.00
9. (a) Is reservoir to be used? No
(b) Capacity of reservoir:
10. The time required for the completion of such work and complete application of the water to the proposed use is 5 years.
11. If applicant is a corporation, give:
 - I. (a) Date and place of incorporation:
(b) Amount of capital stock: \$ (c) Amount paid in: \$
(d) Names and addresses of directors:
 - II. The financial resources of the applicant are (a) Cash on hand: \$
(b) Treasury stock: (c) Bonds to be issued:
(d) Other resources:
12. The land to be irrigated is described in the following tabulation:
13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: None
 - (a) (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.
 - (b) 7.23 (cubic feet per second, inches or gallons per minute) is for new lands.



BE IT KNOWN THAT The undersigned hereby makes appli cation for permit to appropriate the public waters of the State of Idaho as herein set forth.

s/ Adelbert W. Webster *Applicant.*

By _____

Agent.

Date of first receipt at Department of Reclamation: 8:00 A.M. November 7, 1960

Returned to applicant for correction:

Corrected application received:

Approval of State Reclamation Engineer

The number of this permit is G— 29125

Recorded in Book 102 Page 29125 Approved November 21, 1960

This is to certify that I have examined the within application for a permit to appropriate the public waters of the State of Idaho, and hereby approve the same, subject to the following limitations and conditions:

Bond in the sum of \$ _____ to be filed on or before _____

Work to begin on or before _____ and to continue diligently and uninterruptedly to completion, unless temporarily interrupted by circumstances over which the permit holder has no control.

One-fifth of the work above specified to be completed on or before May 21, 1963

The whole of said work to be completed and beneficial use of water appropriated in accordance herewith, to be made and proofs offered on or before November 21, 1965

Witness my hand this 21st day of November, 1960 Deputy STATE RECLAMATION ENGINEER.

IN TESTIMONY WHEREOF, We, W. E. DREVLLOW, Acting, Governor of the State of Idaho,
and ARNOLD WILLIAMS, Secretary of State of the State of Idaho, have caused this instrument to
be executed in the name of the State of Idaho, and caused the Great Seal of the State of Idaho to be hereunto affixed, this 21st
day of November, 1960.

Countersigned:

STATE OF IDAHO

(SEAL)

By s/ ARNOLD WILLIAMS
Secretary of State.

By s/ W. E. DREVLLOW,
Acting Governor

12.

Twp.	Range	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
5 N	40 E	27	X		X	X		X	X	X	X								320
		28	X															80	
		22										X	X	X	X	X	X	320	
																	TOTAL	720	

Application for Amendment
POINT OF DIVERSION
Permit No. G-29125

Comes now ADELBERT W. WEBSTER and represents to the State Reclamation Engineer of the State of Idaho:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho, No. G-29125.

That the point of diversion is described in said Permit as being located: ~~SW~~^{NE} 1/4, Section 27, Twp. 5 North, Rge. 40 E.B. M., Madison County, Idaho.

That he now requests that the point of diversion be changed to a point located: SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 27, Twp. 5 North, Rge. 40 E.B. M., Madison County, Idaho.

That the reason for desiring to make such change is as follows: After issuance of the permit it was decided that the SE 1/4 of said section was a better location for the well.

That no one will be injured by such change, and that such change will be made at Permit Holder's own risk.

Signed at Rexburg, this 5th day of February, 1962

s/ ADELBERT W. WEBSTER

APPROVAL OF STATE RECLAMATION ENGINEER

Date of Receipt at Department of Reclamation: February 6, 1962

I, Ralph W. Thomas, Deputy State Reclamation Engineer of the State of Idaho, hereby approve the above and foregoing application for amendment to Permit to appropriate the Public Waters of the State of Idaho, No. G-29125. This approval constitutes a new permit and is issued as an amendment to the original permit, to which it refers, and of which it becomes a part, and said application is approved only insofar as the rights of others will not be adversely affected thereby.

Recorded February 8, 1962

s/ RALPH W. THOMAS, Deputy
State Reclamation Engineer

APPLICATION FOR AMENDMENT

Comes now Adelbert W. Webster, and represents to the State Reclamation Engineer of the State of Idaho: That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho, No. G-29125 and requests that the permit be changed as follows:

1. Place of use or land to be irrigated: 3 acres in SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 21; 5 acres SE $\frac{1}{4}$ NW $\frac{1}{4}$; 8 acres SW $\frac{1}{4}$ NE $\frac{1}{4}$; 16 acres SE $\frac{1}{4}$ NE $\frac{1}{4}$; 14 acres NW $\frac{1}{4}$ SW $\frac{1}{4}$; 39 acres NE $\frac{1}{4}$ SW $\frac{1}{4}$; 38 acres SW $\frac{1}{4}$ SW $\frac{1}{4}$; 40 acres SE $\frac{1}{4}$ SW $\frac{1}{4}$; 39 acres NW $\frac{1}{4}$ SE $\frac{1}{4}$; 38 acres NE $\frac{1}{4}$ SE $\frac{1}{4}$; 35 acres SW $\frac{1}{4}$ SE $\frac{1}{4}$; 37 acres SE $\frac{1}{4}$ SE $\frac{1}{4}$; Section 22; 39 acres NW $\frac{1}{4}$ NW $\frac{1}{4}$; 39 acres NE $\frac{1}{4}$ NW $\frac{1}{4}$; 39 acres SW $\frac{1}{4}$ NW $\frac{1}{4}$; 39 acres SE $\frac{1}{4}$ NW $\frac{1}{4}$; 37 acres NW $\frac{1}{4}$ NE $\frac{1}{4}$; 39 acres NE $\frac{1}{4}$ NE $\frac{1}{4}$; 40 acres SW $\frac{1}{4}$ NE $\frac{1}{4}$; 39 acres SE $\frac{1}{4}$ NE $\frac{1}{4}$; Section 27; 21 acres NE $\frac{1}{4}$ NE $\frac{1}{4}$; 36 acres SE $\frac{1}{4}$ NE $\frac{1}{4}$; Section 28, T 5 N., R 40 East, B.M., totaling 680 acres.

That no one will be injured by such change and that such change will be made at permit holder's own risk.

Signed at Rexburg, Idaho this 19th day of February, 1968.

/s/ ADELBERT W. WEBSTER

Date of receipt at office of Department of Reclamation: February 23, 1968.

ACTION OF STATE RECLAMATION ENGINEER

I, Jack A. Barnett, Deputy State Reclamation Engineer of the State of Idaho, hereby approve the above application for amendment for Permit No. G-29125.

Witness my hand this 28th day of February, 1968.

/s/ JACK A. BARNETT, Deputy
State Reclamation Engineer

LICENSE ISSUED FOR 7.23 SEC. FT.
LICENSE PAG- NO. 29125

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF EXAMINER

Permit No. G-29125 ✓

This proof is for Completion of Works & Beneficial Use ✓ In Water District No. _____

1. Name of applicant: Adelbert W. Webster ✓

2. Source of water supply: Subterranean ✓

3. Location of point of diversion: Is in the SE 1/4 NW 1/4 ✓ of Section 27 ✓

T. 5 N ✓ R. 40 E.B.M. ✓ County of Madison ✓

4. Describe works as they exist, giving dimensions and capacities of same: _____

100 HP US ELEC MOTOR # 1268386
BURTON JACKSON VERTICAL PUMP # 110547 575
12" DISCHARGE THROUGH 150 HP US ELEC MOTOR BOOSTER
PUMP (12 B VERT # 15919) 12" MAIN LINE
19 LAT - "1/4" MAIN BRD @ 1X125

5. Water is used for: Irrigation ✓

6. State whether or not water has been turned into works of diversion: YES

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation): _____

N 1/2 Sec. 27., E 1/2 Sec. 28., S 1/2 Sec. 22., Twp. 5 N., Rge. 40 E.B.M.

640 ACRES

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach? _____

Remarks: _____

$$Q = \frac{(19 \frac{1}{4} \text{ MILE LAT}) (33.002 \text{ / LAT}) (5.64 \text{ gpm})}{11.9 \text{ gpm}} = 7.88 \text{ c.f.s.}$$

This examination was made on the 19TH day of SEP, 1967

(Signed) ER

Examiner.

DO
PLAT ✓
29/25

[illegible]

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: A22-02190
Date Received: 8/17/1988
Receipt No: E001376
Received By: EMC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WEBSTER DEEP WELL FARM, INC. 208-356-4281
Address: 519 E. 350 S.
REXBURG, ID 83440

2. Date of Priority: NOV 07, 1960

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05N	40E	27	SW	NE	NW		MADISON

5. Description of diverting works:
WELL, PUMP, MAINLINE AND SPRINKLER SYSTEM.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S. (or)	A.F.A.
IRRIGATION	04/01	10/31	7.230	

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

8. Total consumptive use is 1360.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
05N	40E	21	SE	SE		IRR	3.0
						Section Acres	3.0
		22	SW	NE		IRR	8.0

A22-02190

Page

1

Date: 08/17/88



MICROFILMED

OCT 29 1982

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
05N	40E	22	SE		NE		IRR	16.0
			SE		NW		IRR	5.0
			NE		SW		IRR	39.0
			NW		SW		IRR	14.0
			SW		SW		IRR	38.0
			SE		SW		IRR	40.0
			NE		SE		IRR	38.0
			NW		SE		IRR	39.0
			SW		SE		IRR	35.0
			SE		SE		IRR	37.0
			Section Acres					309.0
		27	NE		NE		IRR	39.0
			NW		NE		IRR	37.0
			SW		NE		IRR	40.0
			SE		NE		IRR	39.0
			NE		NW		IRR	39.0
			NW		NW		IRR	39.0
			SW		NW		IRR	39.0
			SE		NW		IRR	39.0
			Section Acres					311.0
		28	NE		NE		IRR	21.0
			SE		NE		IRR	36.0
			Section Acres					57.0
			Total Acres					680.0

11. Place of use in counties: MADISON

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

13. Other Water Rights Used:
NONE

14. Remarks: Well #1

15. Basis of Claim: LICENSE
Water Right Number: 29125

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

For Organizations:

I do solemnly swear or affirm that I am Vice President of _____
Title

Webster's Deep Well Farm Inc that I have signed the foregoing
Organization

document in the space below as Vice President of _____
Title

Webster's Deep Well Farm Inc and that the statements contained in the
Organization

foregoing document are true and correct.

B. [Signature]
Signature of Authorized Agent

V.P. Webster's Deep Well Farm Inc.
Title and Organization

8/17/88
Date

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 17 day

of Aug 19 88

Ernest Carlson
Notary Public

Seal

Residing at Alto Falls, ID

My Commission Expires 14 June 1994

