

09/25/2006

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

RIGHT NUMBER: 22-10624

NAME AND ADDRESS: B & B FARMS
C/O BYRON JENSEN
5975 W 3800 S
REXBURG ID 83440

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.270 CFS
461.700 AFY

Right Nos. 22-2201A and 22-10624 are limited to a total combined diversion rate of 13.9 cfs.

PRIORITY DATE: 10/31/1987

This water right is subordinate to all water rights with a priority date earlier than April 12, 1994, that are not decreed as enlargements pursuant to Section 42-1426, Idaho Code. As between water rights decreed as enlargements pursuant to Section 42-1426, Idaho Code, the earlier priority right is the superior right.

POINT OF DIVERSION:

T05N R40E S1 NENWSW Within MADISON County

T05N R40E S1 NENWSW 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	1.270 CFS 461.70 AFY

PLACE OF USE: IRRIGATION Within MADISON County

T05N R40E S01 Lot 1 NENE	17.00	T05N R40E S01 Lot 2 NWNE	46.00
T05N R40E S01 Lot 3 NENW	45.00	T05N R40E S01 Lot 4 NWNW	40.00
T05N R40E S01 NESW	33.00	T05N R40E S01 NWSW	21.00
T05N R40E S01 SWSW	40.00	T05N R40E S01 SESW	39.00
T05N R40E S01 NESE	6.90	T05N R40E S01 NWSE	39.00
T05N R40E S01 SWSE	21.00	T05N R40E S02 Lot 1 NENE	43.00
T05N R40E S02 Lot 2 NWNE	42.00	T05N R40E S02 Lot 3 NENW	26.00
T05N R40E S02 NESW	8.40	T05N R40E S02 NESE	40.00
T05N R40E S02 NWSE	40.00	T05N R40E S02 SWSE	33.00
T05N R40E S02 SESE	40.00	T05N R40E S11 NENE	39.00
T05N R40E S11 NWNE	28.00	T05N R40E S11 SWNE	38.00
T05N R40E S11 SENE	39.00	T05N R40E S11 NENW	2.80
T05N R40E S11 SENW	10.00	T05N R40E S11 NESW	6.90
T05N R40E S11 NESE	40.00	T05N R40E S11 NWSE	40.00
T05N R40E S11 SWSE	34.00	T05N R40E S11 SESE	26.00

T05N R40E S12	NWNE	1.10	T05N R40E S12	NENW	34.00
T05N R40E S12	NWNW	39.00	T05N R40E S12	SWNW	39.00
T05N R40E S12	SESW	19.00	T05N R40E S12	NESW	39.00
T05N R40E S12	NWSW	39.00	T05N R40E S12	SWSW	32.00
T05N R40E S12	SESW	39.00	T05N R40E S13	NENW	40.00
T05N R40E S13	NWNW	40.00	T05N R40E S13	SWNW	35.00
T05N R40E S13	SESW	40.00	T05N R40E S13	NESW	40.00
T05N R40E S13	NWSW	23.00	T05N R40E S13	SWSW	18.00
T05N R40E S13	SESW	40.00	T05N R40E S14	NENE	8.10
T05N R40E S14	NWNE	6.80	T05N R40E S14	SENE	0.20
T05N R40E S14	NENW	38.00	T05N R40E S14	NWNW	16.00
T05N R40E S14	SWNW	16.00	T05N R40E S14	SESW	12.00
T05N R40E S14	NWSW	0.70			

1578.9 ACRES TOTAL

Right Nos. 22-2201A and 22-10624 are limited to the irrigation of a combined total of 1578.9 acres in a single irrigation season.

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

This right is based upon an enlargement of Right No. 22-2201A pursuant to Section 42-1426, Idaho Code.

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

This right is for an enlargement of 131.9 acres within the place of use described for this right.

05/25/2006

NOTICE OF ERROR
REPLY

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 22-10624

B & B FARMS
C/O BYRON JENSEN
5975 W 3800 S
REXBURG ID 83440
Telephone Number: (208)356-3521

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

Priority date Oct 19, 1961 permit no 29519/22-2201

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:

In section 2 Need to add 14 more Acres see map
section 13 Need to add 32 more Acres. "
section 1 Need to add 8 more Acres.

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

DATE: 10-25-06

SIGNATURE: Byron Jensen

Please print your name: Byron Jensen

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

Needs to amend his claim
to add more acreage. In 1987
Handlines crossed the creek and irrigated
the area outlined. Land can be added
If claim is amended to add more
than 133 acres. ✓ 12-9-06



Idaho Department of Water Resources

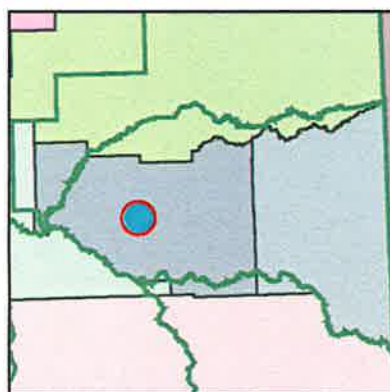
SRBA Recommendation:

22-2201A

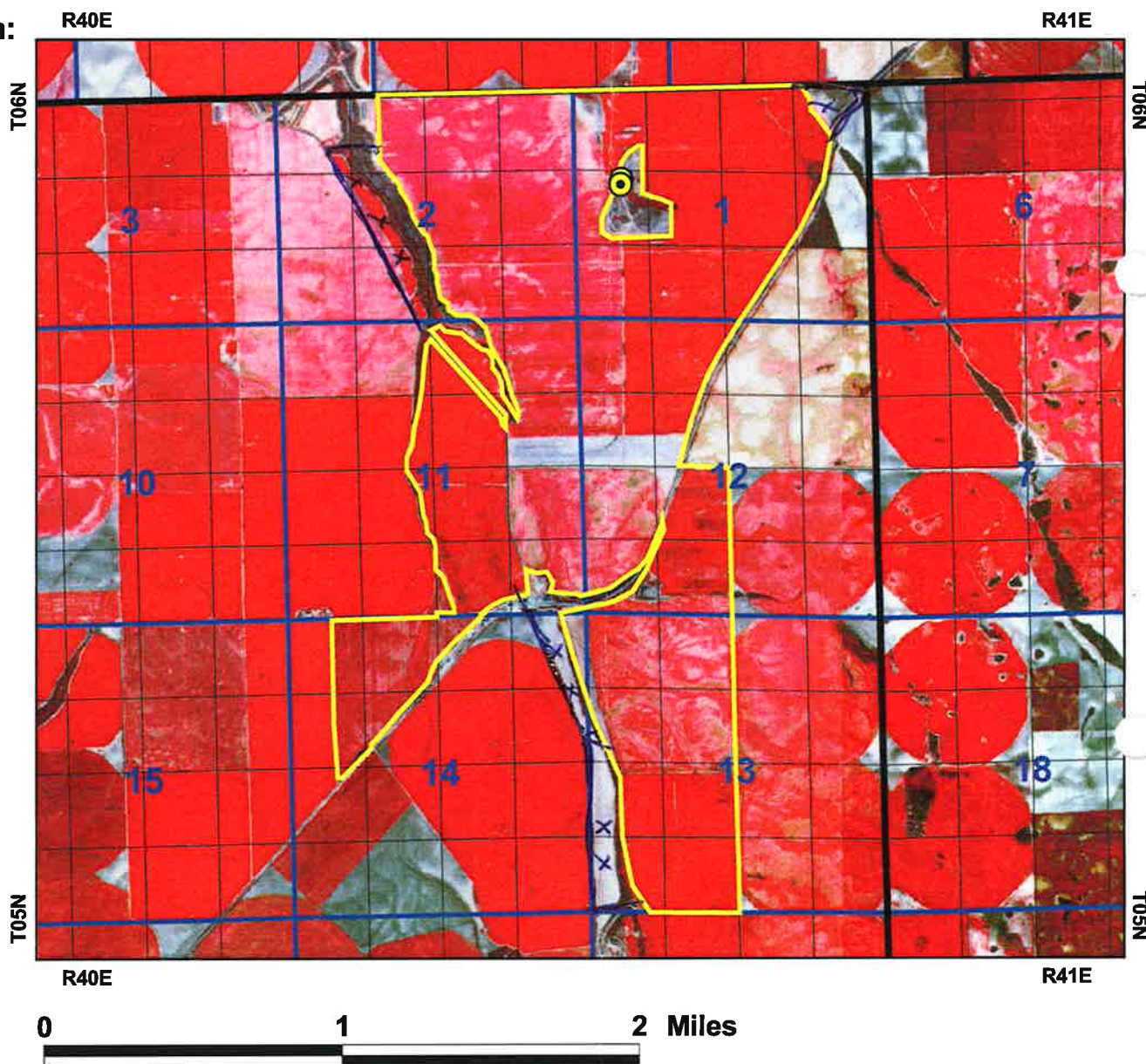
22-10624

Legend

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



Madison County
IDWR Basin 22



Prepared by T. Galbraith
On Thursday, May 25, 2006
1987/88 Aerial Photography



Idaho Department of Water Resources

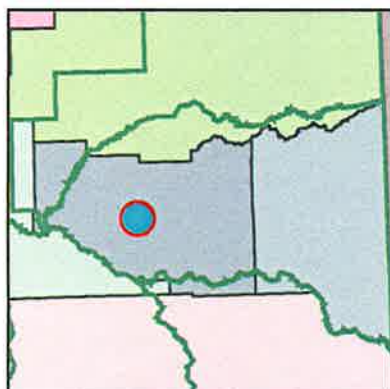
SRBA Recommendation:

22-2201A

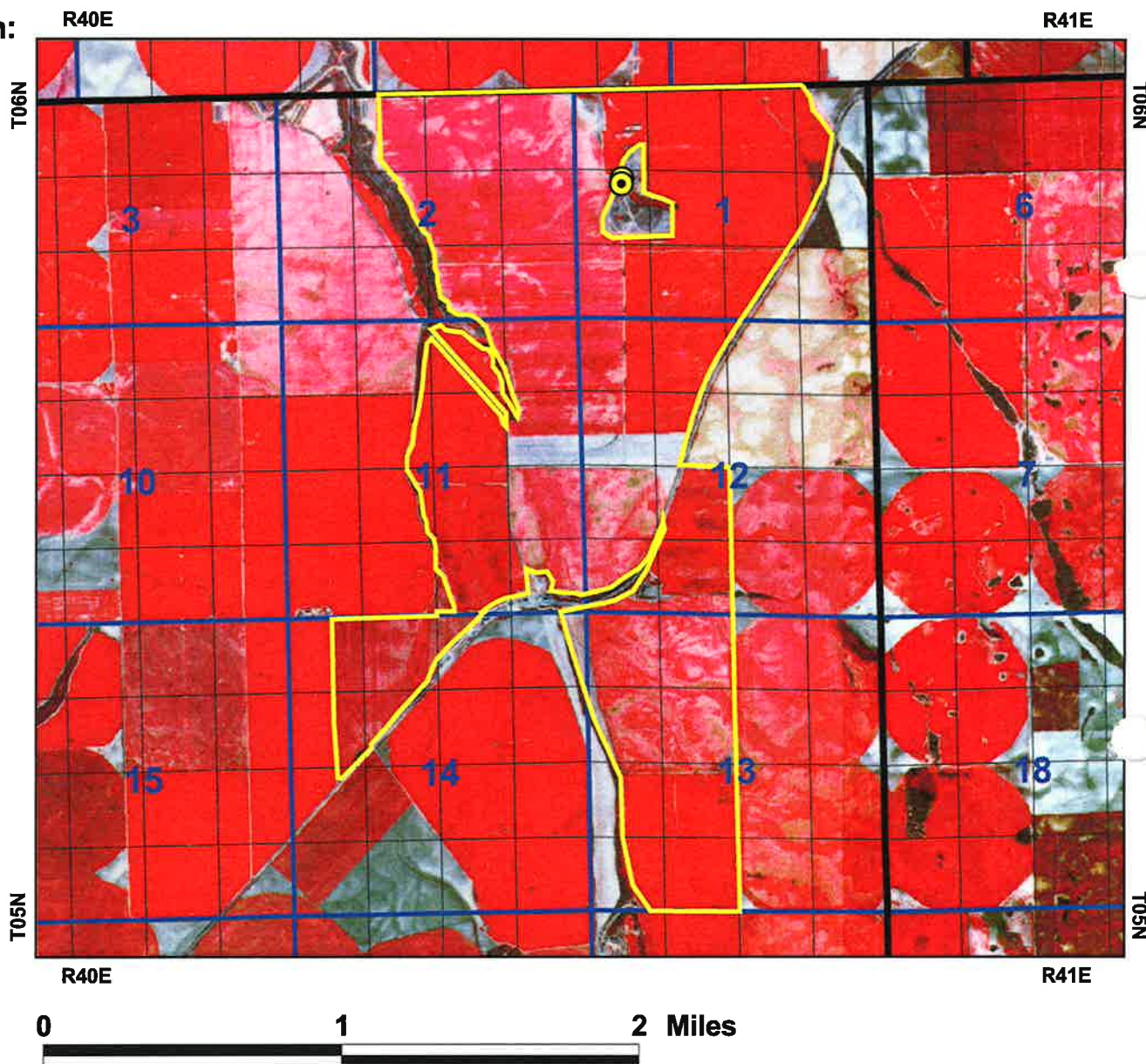
22-10624

Legend

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



Madison County
IDWR Basin 22



Prepared by T. Galbraith
On Thursday, May 25, 2006
1987/88 Aerial Photography

5-25-06

- called Byron he said enlargement acres are irrigated by same system as license.
 - well in section 12 is not their well.

TG

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

RECEIVED

MAY 16 2006

Department of Water Resources
Eastern Region

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	~~A22-075114 A~~				
	A22-10624 N				

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

A. The appropriate **FILING FEE**. See instructions for fee amounts.

☒ B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

3. Name and Address of Former Owner/Claimant(s)

LEGED or Triple J Farms

4. New Owner/Claimant(s)

B & B Farms c/o Byron Jensen

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

New Mailing Address

5975 W. 3800 S.

City, State and ZIP Code

Rexburg, ID 83440

New Telephone Number

Dec 356-7339

356-9890-Brad

356-3521-Byron

5. Date you acquired the property

April, 1999

RECEIVED

MAR 03 2006

Department of Water Resources
Eastern Region

KAT

SPECIAL WARRANTY DEED

THIS INDENTURE, is made this 12th day of April, 1999, between **BYRON G. JENSEN and LANA L. JENSEN, husband and wife; and BRADLEY B. JENSEN and JoANN S. JENSEN, doing business as B & B FARMS GENERAL PARTNERSHIP**, an Idaho General Partnership, of Rexburg, Idaho 83440, the Grantor, and **L G & D LIMITED PARTNERSHIP**, an Idaho Limited Partnership, of Rexburg, Idaho 83440, the Grantee;

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00), lawful money of the United States of America, and other good and valuable considerations to him in hand paid by the Grantee, the receipt of whereof is hereby acknowledged, has granted, bargained, sold, and by these presents, do grant, bargain, sell and convey and confirm unto the said Grantee, and to its successors and assigns, forever, all of the following described real estate, situated in Madison County, State of Idaho, to-wit:

See legal description in attached exhibit "A".

Together with all water and water rights, including but not limited to all water licenses and permits to underground water and a complete irrigation system for the premises, consisting of electric motors, pumps, panels, mainlines, complete pivot systems, four corner handlines, and miscellaneous parts of said system as they presently exist upon the premises.

Subject to easements of record or in existence for roads, streets, ditches, canals, pipelines and utilities.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

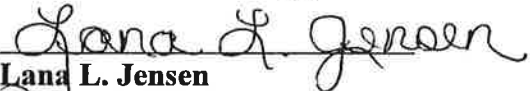
TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the Grantee, and to its successors and assigns forever. And the said Grantor, and his heirs, the said premises in the quiet and peaceable possession of the said Grantee, its successors and assigns, against the said Grantor, and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand
and seal the day and year first above written.

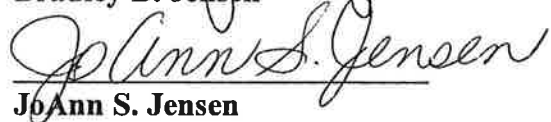
DATED This 12th day of April, 1999.

**B & B FARMS GENERAL
PARTNERSHIP**


Byron G. Jensen


Lana L. Jensen


Bradley B. Jensen


JoAnn S. Jensen

Partnership Acknowledgment

STATE OF IDAHO)
 ss.
County of Madison.)

On this 12th day of April, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared **Byron G. Jensen, Lana L. Jensen, Bradley B. Jensen and JoAnn S. Jensen**, known to me to be the General Partners of **B & B Farms**, an Idaho general partnership, and the General Partners who subscribed the general partnership name to the foregoing instrument, and acknowledged to me that they executed the same in the general partnership name.



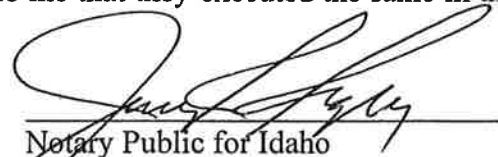

Notary Public for Idaho
Residing at: Rexburg, Idaho
My Commission expires: 10-01-99

EXHIBIT A

A PARCEL OF LAND LOCATED IN SECTIONS 11, 12, 13, AND 14, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS SOUTH 30°38'00" EAST 19.40 FEET AND EAST 769.50 FEET FROM THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO, AND RUNNING THENCE SOUTH 2960.65 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD (SAID RIGHT OF WAY BEING 50 FEET PERPENDICULAR TO CENTERLINE OF TRACK); THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY 3,913 FEET, MORE OR LESS; THENCE NORTHWESTERLY AT A RIGHT ANGLE, TO SAID RIGHT OF WAY 75 FEET, MORE OR LESS; THENCE NORTHEASTERLY, PARALLEL TO SAID RIGHT OF WAY 250 FEET, MORE OR LESS, TO THE SOUTH LINE OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY IN A NORTHEASTERLY AND EASTERLY DIRECTION AND ON A CURVE TO THE RIGHT 1,056 FEET, MORE OR LESS, TO A POINT ON THE WEST SIDE OF THE COUNTY ROAD APPROXIMATELY 895 FEET WEST OF THE EAST LINE OF SAID SECTION 11; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID COUNTY ROAD 175 FEET, MORE OR LESS, CROSSING THE UNION PACIFIC COMPANY'S RAILROAD RIGHT OF WAY TO THE SOUTHERLY AND EASTERLY LINE AND THENCE CONTINUING SOUTHERLY ALONG SAID COUNTY ROAD 230 FEET, MORE OR LESS, TO THE NORTH LINE OF SECTION 14, TOWNSHIP AND RANGE AFORESAID, AT A POINT APPROXIMATELY 840 FEET WEST OF THE NORTHEAST CORNER OF SECTION 14; THENCE EASTERLY ACROSS SAID COUNTY ROAD TO THE EAST SIDE OF SAID COUNTY ROAD; THENCE SOUTH 18°11' EAST ALONG THE EAST SIDE OF SAID COUNTY ROAD 2757.5 FEET; THENCE SOUTH ALONG SAID COUNTY ROAD 2809 FEET, MORE OR LESS, POINT BEING SOUTH 88°46' EAST, 33 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN; THENCE SOUTH 88°46' EAST ALONG THE SECTION LINE BETWEEN SECTIONS 13 AND 24, 2,595 FEET, MORE OR LESS, TO THE SOUTH QUARTER CORNER OF SAID SECTION 13; THENCE NORTH ALONG THE NORTH AND SOUTH QUARTER LINE OF SECTIONS 13 AND 12, 7,930 FEET, MORE OR LESS, TO THE CENTER OF SAID SECTION 12; THENCE WEST TO THE EAST LINE OF THE UNION PACIFIC RAILROAD, AND THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO A POINT THAT IS 575 FEET, MORE OR LESS, NORTH OF THE EAST-WEST CENTER SECTION LINE OF SECTIONS 11 AND 12, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN; THENCE WEST PARALLEL WITH SAID SECTION CENTER LINE ACROSS THE UNION PACIFIC RAILROAD RIGHT OF WAY AND CONTINUING WEST 3,440 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY OF THE COUNTY ROAD; THENCE NORTH ALONG SAID RIGHT OF WAY 258 FEET, MORE OR LESS, TO THE MIDDLE OF AN EXISTING FARM ACCESS ROAD; THENCE EAST ALONG SAID FARM ROAD 217 FEET, MORE OR LESS, TO THE MIDDLE OF A DRAW IN SECTION 11; THENCE NORTHWESTERLY FOLLOWING THE BOTTOM OF THE DRAW TO A POINT APPROXIMATELY 400 FEET NORTH OF THE SOUTH SECTION LINE OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 40 EAST; THENCE SOUTHWESTERLY FOLLOWING A SOUTHWESTERLY DRAW TO THE WEST SIDE OF THE COUNTY ROAD IN SECTION 11, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTH 23°10' WEST, 258.6 FEET; THENCE SOUTH 14°45' WEST, 251.9 FEET; THENCE SOUTH 0°44' EAST, 262.8 FEET; THENCE SOUTH 2°48' WEST, 240.9 FEET; THENCE SOUTH 7°50' WEST, 200 FEET; THENCE SOUTH 11°29' WEST, 286.6 FEET; THENCE SOUTH 10°17' WEST, 154.2 FEET; THENCE SOUTH 7°08' WEST, 260 FEET; THENCE SOUTH 12°50' WEST, 200.8 FEET; THENCE SOUTH 19°00' WEST, 153 FEET; THENCE SOUTH 9°07' WEST, 100 FEET; THENCE SOUTH 2°23' EAST, 247.1 FEET; THENCE SOUTH 28°50' EAST 484.5 FEET; THENCE SOUTH 2°57' EAST, 261 FEET; THENCE SOUTH 17°20' EAST, 370.3 FEET; THENCE SOUTH 26°14' EAST, 130.8 FEET; THENCE SOUTH 23°56' EAST, 200.6 FEET; THENCE SOUTH 19°05' EAST, 200 FEET; THENCE DUE SOUTH 1021.6 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SECTION 11, TOWNSHIP AND RANGE AFORESAID 1889.5 FEET TO THE POINT OF BEGINNING.

ALSO INCLUDING THEREWITH A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 2659 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN, WHICH POINT IS APPROXIMATELY AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; RUNNING THENCE NORTH ALONG THE CENTER LINE OF SAID SECTION 11 A DISTANCE OF APPROXIMATELY 730 FEET TO THE EAST RIM OF A CERTAIN HOLLOW EXTENDING SOUTHWESTWARD THROUGH SAID SECTION 11; THENCE FOLLOWING THE RIM OF SAID HOLLOW APPROXIMATELY SOUTH 23° WEST 260 FEET; THENCE SOUTH APPROXIMATELY 9°10' EAST 120 FEET; THENCE SOUTH APPROXIMATELY 22°20' WEST 420 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 11 AFORESAID; THENCE EAST ALONG SAID SECTION LINE 240 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM A TRACT OF LAND IN THE NORTH HALF OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH RAILROAD RIGHT OF WAY LINE PERPENDICULAR TO AND 75 FEET FROM THE CENTER LINE OF THE TRACT AT STATION 874+71, WHICH POINT IS ALSO LOCATED 1408.9 FEET SOUTH AND 2251.7 FEET EAST OF THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN, AND RUNNING THENCE NORTH 46°03' WEST, 125 FEET; THENCE NORTH 43°57' EAST, PARALLEL TO THE RAILROAD TRACKS A DISTANCE OF 668 FEET; THENCE SOUTH 46°03' EAST 10 FEET; THENCE NORTH 43°57' EAST 20 FEET; THENCE NORTH 46°03' WEST 10 FEET; THENCE NORTH 43°57' EAST, PARALLEL TO THE RAILROAD TRACKS A DISTANCE OF 182 FEET, MORE OR LESS, TO A POINT WHICH IS 4 FEET NORTH OF THE GRAIN BINS; THENCE SOUTH 46°03' EAST, 150 FEET; THENCE SOUTH 43°57' WEST ALONG THE RAILROAD RIGHT OF WAY A DISTANCE OF 606.6 FEET; THENCE NORTH 46°03' WEST, 25 FEET; THENCE SOUTH 43°57' WEST, APPROXIMATELY 263.4 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM A TRACT OF LAND IN THE NORTHWEST QUARTER NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD BELT LINE, PERPENDICULAR TO AND 75 FEET FROM THE CENTER LINE OF THE TRACKS AT STATION 874+71, WHICH POINT IS ALSO LOCATED 1408.9 FEET SOUTH AND 2251.7 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 14, TOWNSHIP AND RANGE AFORESAID, AND CONTINUING THENCE NORTH 46°03' WEST 125 FEET; THENCE NORTH 43°57' EAST, PERPENDICULAR TO AND 225 FEET FROM THE CENTER LINE OF SAID TRACKS A DISTANCE OF 1420 FEET TO THE TRUE POINT OF BEGINNING, THENCE RUNNING SOUTH 46°03' EAST 150 FEET TO SAID RIGHT OF WAY LINE; THENCE NORTH 43°57' EAST PARALLEL TO THE RAILROAD TRACKS A DISTANCE OF 150 FEET; THENCE NORTH 46°03' WEST 150 FEET; THENCE SOUTH 43°57' WEST 150 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM TAX #1, IN THE SOUTHEAST QUARTER SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN, AT WALKER SIDING, MADISON COUNTY, IDAHO, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT NOTED AT CORNER NUMBER ONE OF A SURVEY AND IDENTICAL WITH A POINT WHICH CONSTITUTES THE INTERSECTION OF THE EAST BOUNDARY LINE OF THE PUBLIC ROAD WHICH BEARS NORTH 19°56' WEST AND THE NORTH BOUNDARY OF THE RAILROAD RIGHT OF WAY WHICH BEARS SOUTH 87°49' EAST AND FURTHER LOCATED WITH REFERENCE TO SECTION CORNERS AS SECTION CORNERS OF SECTION 10, 11, 14, AND 15 BEARS SOUTH 88°2' WEST 4405 FEET; THENCE NORTH 19°56' WEST 70 FEET TO CORNER NUMBER TWO; THENCE SOUTH 87°49' EAST 187.5 FEET TO CORNER NUMBER THREE; THENCE SOUTH 66 FEET TO NORTH BOUNDARY OF RAILROAD RIGHT OF WAY OR CORNER NUMBER FOUR; THENCE NORTH 87°49' WEST 165 FEET TO CORNER NUMBER ONE OR THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM A TRACT OF LAND IN THE SOUTHEAST QUARTER SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 40E EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO, DESCRIBED AS FOLLOWS: THE PROPERTY DESCRIPTION IS MEASURED FROM A REFERENCE POINT WHICH IS NORTH 19°56' WEST 70 FEET FROM THE INTERSECTION OF THE EAST BOUNDARY LINE OF A PUBLIC ROAD AND THE NORTH BOUNDARY OF THE RAILROAD RIGHT OF WAY, WHICH REFERENCE POINT IS APPROXIMATELY NORTH 88°2' EAST 4,405 FEET FROM THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN: COMMENCING AT A POINT NORTH 76°01' EAST 160.4 FEET FROM THE REFERENCE POINT, AND RUNNING THENCE SOUTH 89°39' EAST 200 FEET; THENCE SOUTH 2°11' WEST 110 FEET, MORE OR LESS, TO THE NORTH BOUNDARY OF THE RAILROAD RIGHT OF WAY; THENCE NORTH 87°49' WEST ALONG THE NORTH BOUNDARY OF THE RAILROAD RIGHT OF WAY 166 FEET, MORE OR LESS, THENCE NORTH 2°15' WEST 55 FEET; THENCE NORTH 87°49' WEST 34 FEET; THENCE NORTHERLY 33 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM RAILROAD RIGHT OF WAY.

CONTRACT OF SALE

THIS AGREEMENT, Made and entered this 12th day of April, 1999, by and between **L G & D LIMITED PARTNERSHIP**, an Idaho limited partnership, with its principal place of business at Rexburg, ID 83440, and **TRIPLE J. FARMS**, an Idaho General Partnership, hereinafter called "Seller" and **BYRON G. JENSEN and LANA L. JENSEN**, husband and wife, of 5975 W. 3800 S., Rexburg, ID 83440; and **BRADLEY B. JENSEN and JoANN S. JENSEN**, husband and wife, of 2559 S. 5500 W., Rexburg, ID 83440, all doing business as **B & B FARMS GENERAL PARTNERSHIP**, an Idaho General Partnership, hereinafter collectively called "Buyer,"

WITNESSETH:

1. Property.

Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, the following described real property situated in Madison County, Idaho to-wit:

See legal description in attached exhibit "A".

Together with all water and water rights, including but not limited to all water licenses and permits to underground water and a complete irrigation system for the premises, consisting of electric motors, pumps, panels, mainlines, complete pivot systems, four corner handlines, and miscellaneous parts of said system as they presently exist upon the premises.

Subject to easements of record or in existence for roads, streets, ditches, canals, pipelines and utilities, including, but not limited to the following:

Utah Power & Light Company for pole lines and utility easements; The Mountain States Telephone and Telegraph Company for utility easements; Tri-S, Inc., H & L Farms Limited Partnership, B & B Farms Limited Partnership for a roadway easement; and Oregon Short Line Railroad Company for construction, maintenance and operation of an irrigation pipe line. (It is understood and agreed that Buyer has carefully read and

understood the specific easements and recorded agreements summarily described above).

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

2. Price.

Buyer shall pay Seller for said property a purchase price of TWO MILLION FIVE HUNDRED FIFTY THREE THOUSAND AND NO/100 DOLLARS (\$2,553,000.00), payable as follows:

The sum of \$1,000.00 cash paid down on execution hereof, receipt of which is hereby acknowledged.

The sum of \$199,000.00 cash to be paid at closing.

The remaining balance of principal in the sum of \$2,353,000, plus accruing interest on the unpaid balance at the rate of Eight percent (8.00%) per annum from date of closing, until paid, shall be payable by Buyer to Seller at ALLIANCE TITLE & ESCROW COMPANY, 130 E. Main, Rexburg, ID 83440, hereby designated by the parties as the Escrow Holder, as follows:

- (a) The sum of Two Hundred Thousand and no/100 Dollars (\$200,000.00) principal together with accrued interest on said \$200,000 at the annual rate of 8.00% shall be due and owing on or before September 1, 1999.
- (b) The sum of Two Hundred Nineteen Thousand Two Hundred Eighty-Seven and 81/100 Dollars (\$219,287.81), which shall be applied first to interest and the balance to principal, shall be due and owing on April 1, 2000, with a like payment due and owing on the same day of each year thereafter until April 1, 2019 when the entire remaining balance of principal and interest shall be paid in full.

Buyer may not make additional payments without the express written consent of Seller. Furthermore, Seller's three main principals, Lionel Jensen, Garth Jensen and Douglas

Jensen must unanimously consent to said additional payments.

Notwithstanding the above, beginning with the calendar year of 2002, Buyer may make additional payments as follows:

(a) on any due date during any one calendar year which reduces the principal balance by any additional sum not to exceed Two Hundred Thousand Dollars (\$200,000).

(b) At any time by making a payment of the entire remaining interest and principal due under this Contract together with a penalty sum determined as follows:

The sum of the remaining principal multiplied by the sum equal to .9/100 (.9%) multiplied by the number equal to the remaining years of annual payments due under this Contract of Sale.

All payments shall be applied first to the payment of accrued interest and the balance to principal. Advance payments shall not apply to future payments as they come due, and Buyer shall continue to make each installment as set forth herein, as it comes due.

Buyer and Seller shall each pay, when due, one-half of all escrow fees. Buyer shall add to each payment made to the escrow holder a sum equal to Buyer's share of the escrow fees then owing.

3. Premises Subject to Note and Mortgage to Farm Credit Services.

It is understood and agreed that the premises are subject to a promissory note (hereinafter "Note") and mortgage against it in favor of Farm Credit Services in the approximate present sum of \$200,437.55. Furthermore, it is the intent of Seller not to pay off said Note and

mortgage from the proceeds of closing, but rather to pay the same pursuant to the normal terms thereof.

Therefore, in order: (a) to insure clear title to the premises by the time this contract is paid in full by Buyer; and (b) to provide sufficient sums in order to pay the required annual payments to Farm Credit Services, in the present sum of \$30,942.25, the parties shall require the Escrow Holder to take sufficient sums from the annual payments paid by Buyer hereunder in order to make the required annual payment to Farm Credit Services as such sum may change from time to time should the present variable interest rate upon said Note be adjusted pursuant to the terms thereof. The present interest rate is 7.6 a.p.r.

Furthermore, because the present annual due date of said Note is January 1 of each year, the parties understand and agree that the closing agent shall be authorized to: (a) make application on behalf of Seller to Farm Credit Services to move the due date of said Note to April 1 of each year and to take from the closing proceeds due Seller, such sums to pay the interest as shall be required by Farm Credit Services in order to bring the note's interest current to April 1, 1999, the same date as the due date of Buyer's annual payment under this Contract.

4. Assignment of Lease with Railroad.

Seller shall also assign and by this Contract does assign Seller's interest in that certain lease dated November 8, 1988 with Union Pacific Railroad Company as "Lessor" and Byron Jensen and Bradley Jensen and LG&D, a limited partnership, consisting of Lionel Jensen, Garth Jensen and Douglas Jensen as "Lessee", and Buyer does hereby assume Seller's obligations under said lease.

5. Possession.

Buyer is granted possession of the premises immediately upon closing of this Contract of Sale.

6. Maintenance.

The Buyer agrees that Buyer will, at Buyer's own expense, maintain said premises in good condition, order and repair during the life of this contract, reasonable wear and tear excepted. In particular, Buyer agrees to maintain and operate the irrigation system upon the premises in a manner consistent with the manufacturer's instructions, avoiding having it operate with either high or low voltage, and Buyer shall keep properly oiled the parts of said system requiring oil.

7. Taxes.

Seller shall pay all of the 1998 and all prior taxes and assessments levied and assessed against the premises, and Buyer shall pay all of the 1999 and all subsequent taxes and assessments levied and assessed against the premises when the same are due and payable and before the same shall become delinquent.

8. Deed and Title Insurance.

Seller shall execute a good and sufficient Warranty Deed to Buyer to the premises, free from all encumbrances except said Farm Credit Services mortgage and taxes and assessments that accrue on and after January 1, 1999, and except any placed thereon by Buyer, and the deed shall be deposited with escrow holder, for delivery to Buyer when the purchase price has been fully paid to Seller.

Seller shall immediately order and by the closing of this Contract obtain for Buyer, a policy of title insurance insuring such title subject to payment of this contract, said Farm Credit Services mortgage and the standard printed exceptions. Seller shall immediately order a preliminary title report to the premises and deliver a copy thereof to Buyer.

9. Default Remedies.

Time and punctuality of payment are the essence and material part of this contract; and in the event Buyer shall default in the performance of the terms of this agreement, Seller may cause notice in writing to be given to Buyer, specifying the matters in which such default occurred. The notice shall be served upon Buyer by depositing the same in any United States Post Office, addressed to Buyer at 5975 W. 3800 S., Rexburg, ID 83440 and 2559 S. 5500 W., Rexburg, ID 83440, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the post office as aforesaid. If Buyer shall fail to cure such default within thirty days after the service of such notice as aforesaid, then Seller may elect to:

A. Declare the entire unpaid balance on the contract, including principal, interest, taxes, assessments, attorneys' fees, and any other sums owing Seller to be immediately due and owing, and

B. Elect to either:

(1) Bring suit to establish the balance owing hereunder as a debt due by Buyer to Seller, and to foreclose this contract as a real estate mortgage securing said debt, in accordance with the laws of the State of Idaho relating to the foreclosure of real estate mortgages, including the right to a deficiency judgment; no notice to Buyer of election to pursue this remedy is required prior to suit, or,

(2) Declare this contract to be terminated due to said default. In that event this contract shall be immediately terminated, and Buyer shall forfeit all rights to said premises, and all payments made hereon shall be retained by Seller as liquidated damages for the breach of this contract. In that event Buyer agrees to immediately surrender possession of the premises, and any improvements made thereon shall

attach to and become a part of the real property, and shall be retained as liquidated damages. If notice of election of this remedy is not given in the notice of default, then an additional certified mail notice of the election to terminate the contract shall be given, and Buyer agrees to immediately vacate the premises upon receipt of the notice, and

C. To pursue any other remedy in law or equity to enforce the performance of this contract, or to recover damages for the breach thereof.

D. To reclaim from the escrow holder all papers placed therein, including a Quitclaim Deed, with after acquired clause, from Buyer to Seller, which the parties agree shall be made a part of the escrow.

E. The default period in this contract and in the escrow agreement shall run concurrently.

10. Attorneys' Fees.

In the event either party hereto shall be required to employ an attorney for the enforcement of this contract, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorneys' fees. In the event of default by Buyer, Buyer agrees to pay attorneys' fees of Seller in issuing notice of default, or otherwise enforcing the contract, without suit.

11. Binding Effect.

This agreement is not only binding upon the parties hereto, but upon their respective successors, heirs, administrators and assigns.

The terms "Seller" and "Buyer" shall be construed, as used herein, to include the actual parties hereto.

12. Closing Agent.

Closing shall take place at the offices of Rigby, Thatcher, Andrus, Rigby, Kam & Moeller, Chartered, hereby designated as Closing Agent, after the preliminary policy of title

insurance has been received.

13. Legal Representation.

RIGBY, THATCHER, ANDRUS, RIGBY & KAM, Chartered, have prepared the documents of sale in this transaction on behalf of the parties hereto. There is an inherent potential for conflicts of interest among the parties to this Contract of Sale because it establishes the rights and obligations of each of the parties to this Contract. Due to such potential conflicts of interest, the Law Firm has advised and hereby advises each of the parties that it would be in their best interest to obtain the services of their own independent legal counsel to review these documents. Notwithstanding the fact that the Law Firm has prepared this Contract of Sale and has provided legal advise to one or more of the parties in preparation of this Contract of Sale and related documents, the parties hereby waive as evidenced by the execution of this contract any potential conflicts of interest that may arise as a result of the above actions by the Law Firm, whether or not one or more of the parties to this Contract may have consulted with separate legal counsel concerning this Contract.

Seller shall pay all the costs of preparing these sale documents, the closing fees and recording fees associated with this Contract of Sale.

14. Inspection; Disclaimer of Warranty.

Buyer covenants that Buyer has thoroughly and carefully inspected the premises, and all parts and portions of the property included in this sale, and accepts the same on an "as is" basis so far as the condition thereof is concerned. ANY WARRANTY AS TO CONDITION OF ANY PROPERTY IS EXPRESSLY DISCLAIMED. SELLERS MAKE NO WARRANTIES

OF ANY KIND AS TO ANY ADVERSE ENVIRONMENTAL CONDITION OR HAZARD REGARDING THE PREMISES.

15. Transfer Restricted.

It is expressly agreed that no sale of the premises or any assignment of this contract shall be valid or binding unless the same is in writing, and a copy thereof deposited with the Escrow Holder and an escrow-accepted copy furnished to Seller herein. Any such assignment or sale must be expressly subject to the rights of Seller, hereunder, and Buyer agrees that Buyer shall not mortgage said premises nor allow any liens upon same without written permission of Seller.

16. Insurance.

Buyer shall keep the potato cellar, the irrigation system and any insurable improvements now on or placed upon the premises during the life of this contract insured against fire and other casualty, with extended coverage, with a reputable insurer, in the full reasonable insurable amount, and with a loss payable clause in favor of Seller.

A certificate of insurance shall be furnished to Seller and a further certificate furnished on each renewal of the policy.

17. Miscellaneous.

Seller shall be granted thirty (30) days from the date of closing to remove its personal property from the shop and premises being sold herein.

Seller shall and by this Contract does assign Seller's Barley Contract with Anheuser Bush. However, Seller does not represent that by this assignment, Anheuser Bush will accept said assignment.

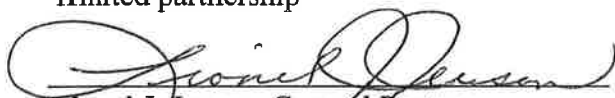
IN WITNESS WHEREOF, the parties have executed this contract.

"SELLER"

"BUYER"

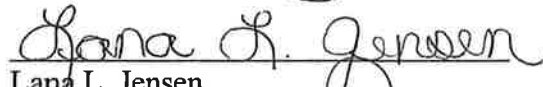
L G & D Limited Partnership, an Idaho
limited partnership

B & B FARMS GENERAL
PARTNERSHIP

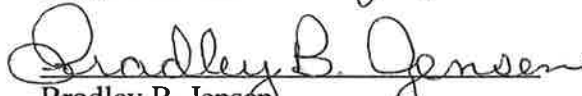

Lionel J. Jensen, General Partner


Byron G. Jensen


Garth Jensen, General Partner

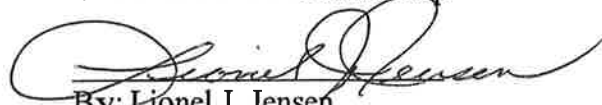

Lana L. Jensen

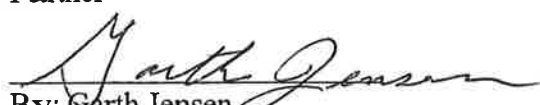

Douglas Jensen, General Partner


Bradley B. Jensen

Triple J Farms
an Idaho General Partnership


JoAnn S. Jensen


By: Lionel J. Jensen
Partner


By: Garth Jensen
Partner

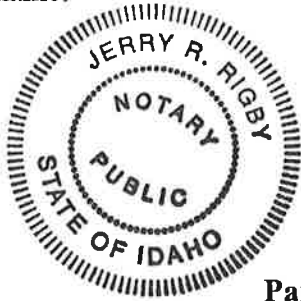

By: Douglas Jensen
Partner

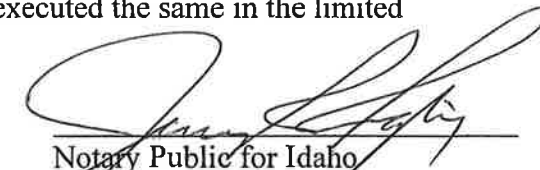
Limited Partnership Acknowledgment

STATE OF IDAHO)
 ss.
County of Madison.)

On this 12th day of April, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared **Lionel J. Jensen, Garth Jensen and Douglas Jensen**, known to me to be the General Partners of **L G & D Limited Partnership**, an Idaho limited partnership, and the General Partner who subscribed the limited partnership name to the

foregoing instrument, and acknowledged to me that he executed the same in the limited partnership name.

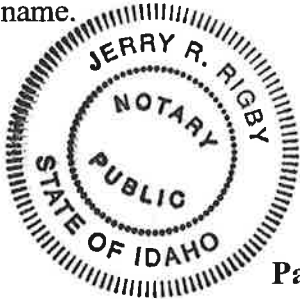


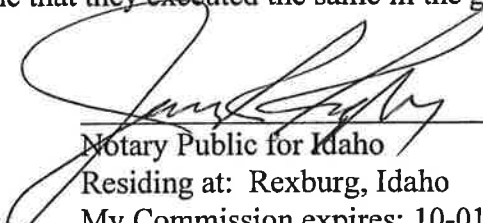

Notary Public for Idaho
Residing at: Rexburg, Idaho
My Commission expires: 10-01-99

Partnership Acknowledgment

STATE OF IDAHO)
 ss.
County of Madison.)

On this 12th day of April, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared **Byron G. Jensen, Lana L. Jensen, Bradley B. Jensen and JoAnn S. Jensen**, known to me to be the General Partners of **B & B Farms**, an Idaho general partnership, and the General Partners who subscribed the general partnership name to the foregoing instrument, and acknowledged to me that they executed the same in the general partnership name.

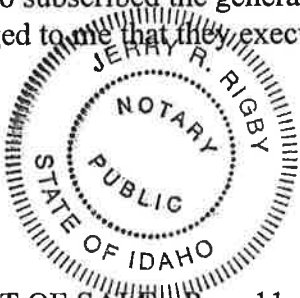



Notary Public for Idaho
Residing at: Rexburg, Idaho
My Commission expires: 10-01-99

Partnership Acknowledgment

STATE OF IDAHO)
 ss.
County of Madison.)

On this 12th day of April, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared **Lionel J. Jensen, Garth Jensen and Douglas Jensen**, known to me to be the General Partners of **Triple J Farms**, an Idaho general partnership, and the General Partners who subscribed the general partnership name to the foregoing instrument, and acknowledged to me that they executed the same in the general partnership name.



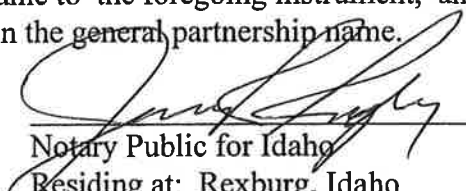

Notary Public for Idaho
Residing at: Rexburg, Idaho
My Commission expires: 10-01-99

EXHIBIT A

A PARCEL OF LAND LOCATED IN SECTIONS 11, 12, 13, AND 14, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS SOUTH 30°38'00" EAST 19.40 FEET AND EAST 769.50 FEET FROM THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO, AND RUNNING THENCE SOUTH 2960.65 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD (SAID RIGHT OF WAY BEING 50 FEET PERPENDICULAR TO CENTERLINE OF TRACK); THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY 3,913 FEET, MORE OR LESS; THENCE NORTHWESTERLY AT A RIGHT ANGLE, TO SAID RIGHT OF WAY 75 FEET, MORE OR LESS; THENCE NORTHEASTERLY, PARALLEL TO SAID RIGHT OF WAY 250 FEET, MORE OR LESS, TO THE SOUTH LINE OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY IN A NORTHEASTERLY AND EASTERLY DIRECTION AND ON A CURVE TO THE RIGHT 1,056 FEET, MORE OR LESS, TO A POINT ON THE WEST SIDE OF THE COUNTY ROAD APPROXIMATELY 895 FEET WEST OF THE EAST LINE OF SAID SECTION 11; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID COUNTY ROAD 175 FEET, MORE OR LESS, CROSSING THE UNION PACIFIC COMPANY'S RAILROAD RIGHT OF WAY TO THE SOUTHERLY AND EASTERLY LINE AND THENCE CONTINUING SOUTHERLY ALONG SAID COUNTY ROAD 230 FEET, MORE OR LESS, TO THE NORTH LINE OF SECTION 14, TOWNSHIP AND RANGE AFORESAID, AT A POINT APPROXIMATELY 840 FEET WEST OF THE NORTHEAST CORNER OF SECTION 14; THENCE EASTERLY ACROSS SAID COUNTY ROAD TO THE EAST SIDE OF SAID COUNTY ROAD; THENCE SOUTH 18°11' EAST ALONG THE EAST SIDE OF SAID COUNTY ROAD 2757.5 FEET; THENCE SOUTH ALONG SAID COUNTY ROAD 2809 FEET, MORE OR LESS, POINT BEING SOUTH 88°46' EAST, 33 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN; THENCE SOUTH 88°46' EAST ALONG THE SECTION LINE BETWEEN SECTIONS 13 AND 24, 2,595 FEET, MORE OR LESS, TO THE SOUTH QUARTER CORNER OF SAID SECTION 13; THENCE NORTH ALONG THE NORTH AND SOUTH QUARTER LINE OF SECTIONS 13 AND 12, 7,930 FEET, MORE OR LESS, TO THE CENTER OF SAID SECTION 12; THENCE WEST TO THE EAST LINE OF THE UNION PACIFIC RAILROAD, AND THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO A POINT THAT IS 575 FEET, MORE OR LESS, NORTH OF THE EAST-WEST CENTER SECTION LINE OF SECTIONS 11 AND 12, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN; THENCE WEST PARALLEL WITH SAID SECTION CENTER LINE ACROSS THE UNION PACIFIC RAILROAD RIGHT OF WAY AND CONTINUING WEST 3,440 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY OF THE COUNTY ROAD; THENCE NORTH ALONG SAID RIGHT OF WAY 258 FEET, MORE OR LESS, TO THE MIDDLE OF AN EXISTING FARM ACCESS ROAD; THENCE EAST ALONG SAID FARM ROAD 217 FEET, MORE OR LESS, TO THE MIDDLE OF A DRAW IN SECTION 11; THENCE NORTHWESTERLY FOLLOWING THE BOTTOM OF THE DRAW TO A POINT APPROXIMATELY 400 FEET NORTH OF THE SOUTH SECTION LINE OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 40 EAST; THENCE SOUTHWESTERLY FOLLOWING A SOUTHWESTERLY DRAW TO THE WEST SIDE OF THE COUNTY ROAD IN SECTION 11, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTH 23°10' WEST, 258.6 FEET; THENCE SOUTH 14°45' WEST, 251.9 FEET; THENCE SOUTH 0°44' EAST, 262.8 FEET; THENCE SOUTH 2°48' WEST, 240.9 FEET; THENCE SOUTH 7°50' WEST, 200 FEET; THENCE SOUTH 11°29' WEST, 286.6 FEET; THENCE SOUTH 10°17' WEST, 154.2 FEET; THENCE SOUTH 7°08' WEST, 260 FEET; THENCE SOUTH 12°50' WEST, 200.8 FEET; THENCE SOUTH 19°00' WEST, 153 FEET; THENCE SOUTH 9°07' WEST, 100 FEET; THENCE SOUTH 2°23' EAST, 247.1 FEET; THENCE SOUTH 28°50' EAST 484.5 FEET; THENCE SOUTH 2°57' EAST, 261 FEET; THENCE SOUTH 17°20' EAST, 370.3 FEET; THENCE SOUTH 26°14' EAST, 130.8 FEET; THENCE SOUTH 23°56' EAST, 200.6 FEET; THENCE SOUTH 19°05' EAST, 200 FEET; THENCE DUE SOUTH 1021.6 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SECTION 11, TOWNSHIP AND RANGE AFORESAID 1889.5 FEET TO THE POINT OF BEGINNING.

ALSO INCLUDING THEREWITH A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 2659 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN, WHICH POINT IS APPROXIMATELY AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; RUNNING THENCE NORTH ALONG THE CENTER LINE OF SAID SECTION 11 A DISTANCE OF APPROXIMATELY 730 FEET TO THE EAST RIM OF A CERTAIN HOLLOW EXTENDING SOUTHWESTWARD THROUGH SAID SECTION 11; THENCE FOLLOWING THE RIM OF SAID HOLLOW APPROXIMATELY SOUTH 23° WEST 260 FEET; THENCE SOUTH APPROXIMATELY 9°10' EAST 120 FEET; THENCE SOUTH APPROXIMATELY 22°20' WEST 420 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 11 AFORESAID; THENCE EAST ALONG SAID SECTION LINE 240 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM A TRACT OF LAND IN THE NORTH HALF OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH RAILROAD RIGHT OF WAY LINE PERPENDICULAR TO AND 75 FEET FROM THE CENTER LINE OF THE TRACT AT STATION 874+71, WHICH POINT IS ALSO LOCATED 1408.9 FEET SOUTH AND 2251.7 FEET EAST OF THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN, AND RUNNING THENCE NORTH 46°03' WEST, 125 FEET; THENCE NORTH 43°57' EAST, PARALLEL TO THE RAILROAD TRACKS A DISTANCE OF 668 FEET; THENCE SOUTH 46°03' EAST 10 FEET; THENCE NORTH 43°57' EAST 20 FEET; THENCE NORTH 46°03' WEST 10 FEET; THENCE NORTH 43°57' EAST, PARALLEL TO THE RAILROAD TRACKS A DISTANCE OF 182 FEET, MORE OR LESS, TO A POINT WHICH IS 4 FEET NORTH OF THE GRAIN BINS; THENCE SOUTH 46°03' EAST, 150 FEET; THENCE SOUTH 43°57' WEST ALONG THE RAILROAD RIGHT OF WAY A DISTANCE OF 606.6 FEET; THENCE NORTH 46°03' WEST, 25 FEET; THENCE SOUTH 43°57' WEST, APPROXIMATELY 263.4 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM A TRACT OF LAND IN THE NORTHWEST QUARTER NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD BELT LINE, PERPENDICULAR TO AND 75 FEET FROM THE CENTER LINE OF THE TRACKS AT STATION 874+71, WHICH POINT IS ALSO LOCATED 1408.9 FEET SOUTH AND 2251.7 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 14, TOWNSHIP AND RANGE AFORESAID, AND CONTINUING THENCE NORTH 46°03' WEST 125 FEET; THENCE NORTH 43°57' EAST, PERPENDICULAR TO AND 225 FEET FROM THE CENTER LINE OF SAID TRACKS A DISTANCE OF 1420 FEET TO THE TRUE POINT OF BEGINNING, THENCE RUNNING SOUTH 46°03' EAST 150 FEET TO SAID RIGHT OF WAY LINE; THENCE NORTH 43°57' EAST PARALLEL TO THE RAILROAD TRACKS A DISTANCE OF 150 FEET; THENCE NORTH 46°03' WEST 150 FEET; THENCE SOUTH 43°57' WEST 150 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM TAX #1, IN THE SOUTHEAST QUARTER SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN, AT WALKER SIDING, MADISON COUNTY, IDAHO, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT NOTED AT CORNER NUMBER ONE OF A SURVEY AND IDENTICAL WITH A POINT WHICH CONSTITUTES THE INTERSECTION OF THE EAST BOUNDARY LINE OF THE PUBLIC ROAD WHICH BEARS NORTH 19°56' WEST AND THE NORTH BOUNDARY OF THE RAILROAD RIGHT OF WAY WHICH BEARS SOUTH 87°49' EAST AND FURTHER LOCATED WITH REFERENCE TO SECTION CORNERS AS SECTION CORNERS OF SECTION 10, 11, 14, AND 15 BEARS SOUTH 88°2' WEST 4405 FEET; THENCE NORTH 19°56' WEST 70 FEET TO CORNER NUMBER TWO; THENCE SOUTH 87°49' EAST 187.5 FEET TO CORNER NUMBER THREE; THENCE SOUTH 66 FEET TO NORTH BOUNDARY OF RAILROAD RIGHT OF WAY OR CORNER NUMBER FOUR; THENCE NORTH 87°49' WEST 165 FEET TO CORNER NUMBER ONE OR THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM A TRACT OF LAND IN THE SOUTHEAST QUARTER SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 40E EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO, DESCRIBED AS FOLLOWS: THE PROPERTY DESCRIPTION IS MEASURED FROM A REFERENCE POINT WHICH IS NORTH 19°56' WEST 70 FEET FROM THE INTERSECTION OF THE EAST BOUNDARY LINE OF A PUBLIC ROAD AND THE NORTH BOUNDARY OF THE RAILROAD RIGHT OF WAY, WHICH REFERENCE POINT IS APPROXIMATELY NORTH 88°2' EAST 4,405 FEET FROM THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN: COMMENCING AT A POINT NORTH 76°01' EAST 160.4 FEET FROM THE REFERENCE POINT, AND RUNNING THENCE SOUTH 89°39' EAST 200 FEET; THENCE SOUTH 2°11' WEST 110 FEET, MORE OR LESS, TO THE NORTH BOUNDARY OF THE RAILROAD RIGHT OF WAY; THENCE NORTH 87°49' WEST ALONG THE NORTH BOUNDARY OF THE RAILROAD RIGHT OF WAY 166 FEET, MORE OR LESS, THENCE NORTH 2°15' WEST 55 FEET; THENCE NORTH 87°49' WEST 34 FEET; THENCE NORTHERLY 33 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM RAILROAD RIGHT OF WAY.



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. SKYLINE DR., SUITE A, IDAHO FALLS, ID 83402-1718

PHONE: (208) 525-7161 FAX: (208) 525-7177 WEB SITE: www.idwr.state.id.us

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 21, 2006

B & B FARMS
C/O BYRON JENSEN
5975 W 3800 S
REXBURG ID 83440

RE: RETURNED AMENDED CLAIM AND OWNERSHIP CHANGE FOR 22-10624

Dear Mr. Jensen:

The above referenced claim has been amended to add additional irrigated acres originally claimed under 22-7071A. In order to make this amendment valid, please sign it in the presence of a notary public, and mail it to our office.

I am also returning your ownership change because I need a clear chain of title from Triple J Farms to you. The deed submitted conveys the property from B & B Farms to L G & D Ltd Partnership. We must have either a document showing Triple J changed names, or a deed conveying Triple J's property to your current business. Once you get this paper work together, please return it along with the ownership change.

If you have questions about this matter, please call Water Agent Trent Galbraith at (208) 525-7161

Respectfully,

Jennifer Crabtree
Technical Records Specialist

Enclosure

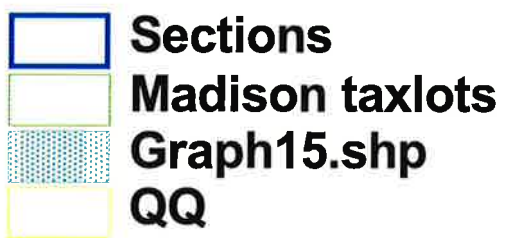
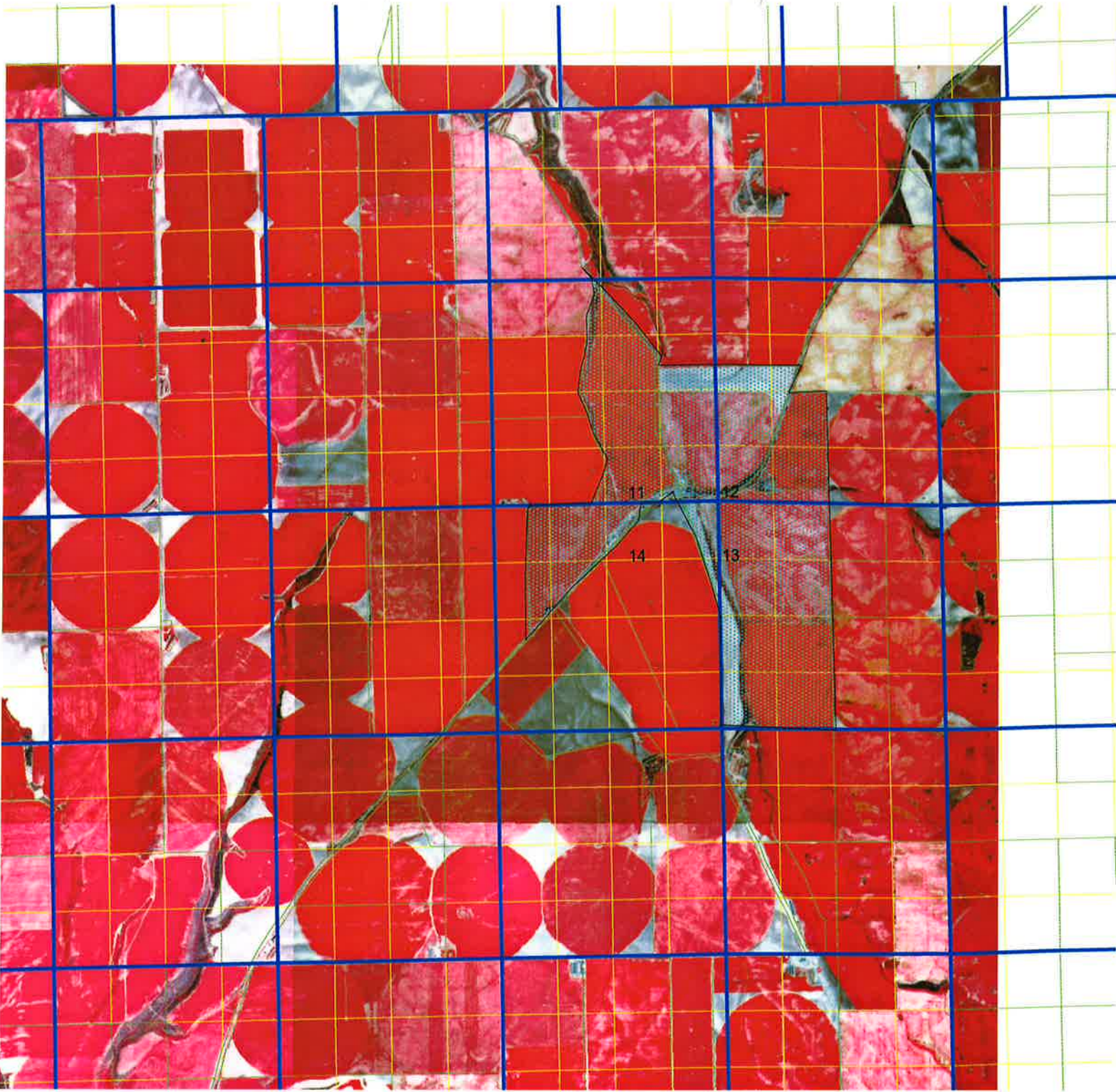
An aerial photograph of a river section. A yellow line, likely a boundary or survey line, runs diagonally across the image. A black line, possibly a centerline or another survey line, is drawn across the river and is labeled with the number '22' in a large, bold, black font. The river water is a light brownish-grey color, and the surrounding land is a mix of green and brown, indicating vegetation and possibly some cleared areas. The image is oriented horizontally, but the text '22' is rotated 90 degrees clockwise.

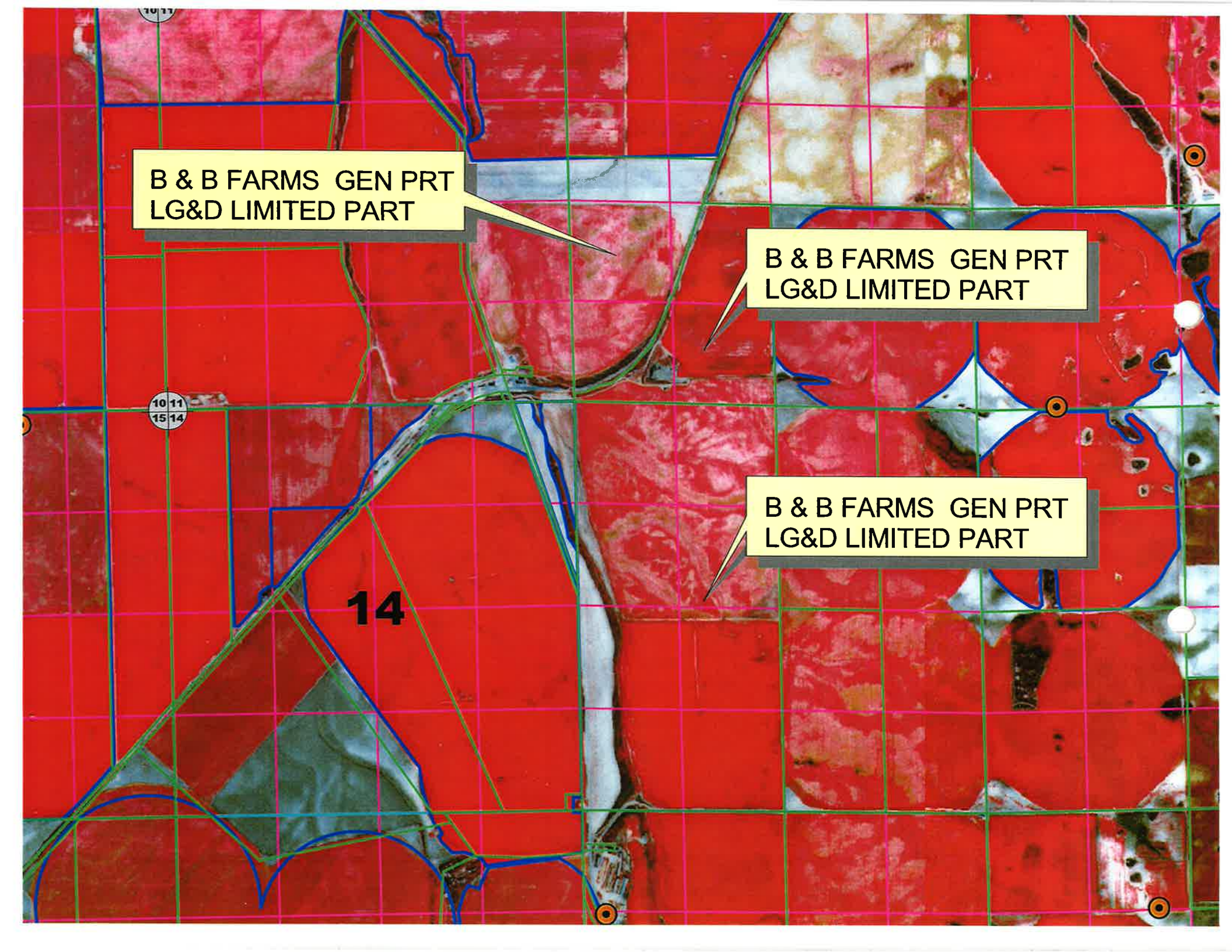
22-10624

Excess: mint + as
claim
For
21A (remember)

Enters vom

T5N, R40E





B & B FARMS GEN PRT
LG&D LIMITED PART

B & B FARMS GEN PRT
LG&D LIMITED PART

B & B FARMS GEN PRT
LG&D LIMITED PART

14

MAILED
10 MARCH 04

March 8, 2004

**TRIPPLE J FARMS
4330 W 1000 S
REXBURG ID 83440**

RE: EVIDENCE OF PRIORITY FOR SRBA WATER RIGHT CLAIM 22-10624

Dear Claimant (s):

The Idaho Department of Water Resources is nearing the end of water rights review in Basin 23, the Swan Valley area. The Notice(s) of Claim identified with the number shown above has been filed in the Snake River Basin Adjudication (SRBA). The Notice of Claim indicates water usage is based on "Beneficial Use". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed, at or on the place of use identified on the Claim. The date the water was first put to beneficial use, known as the priority date, has not been confirmed by License, Decree, or Permit. For this reason, proof must be provided supporting the priority date. **As the claimant, you are responsible for submitting the necessary proof to support the priority date.**

Your claim, as referenced above, claims a Priority Date of JUNE 01, 1971, from a WELL.

It is important that each element of the Notice of Claim be verified. For instance, regarding claims for irrigation, the evidence should tend to show that diversion works were in place, that they were capable of diverting the claimed diversion rate, and that the diverted water was beneficially used on the entire claimed place of use on or before the claimed priority date.

For your reference, I have provided a printout of your Notice of Claim and the pamphlet entitled "**Evidence of Priority**". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "**What Kind of Evidence is Required**" and "**Some Examples of Documents Which May Be Evidence of the Priority Date**".

It is our goal to recommend historical water rights within the Snake River Basin as accurately as possible. Field exams to verify other elements of the Notice of Claim have been or soon will be conducted by Department personnel.

.....
The Department will not recommend the Notice of Claim be decreed by the court if evidence of a priority date is not submitted. The Notice of Claim will be disallowed.
.....

Please submit the documentation supporting the priority date within 30 days of the date of this letter, referencing all documents with the corresponding claim number. If you have any questions not covered by this letter or the enclosed pamphlet, please feel free to contact this office.

Respectfully submitted,

Nick L. Olson
Special Contract Agent
Adjudication Bureau

cc: File

Enclosure: Brochure on "Evidence of Priority"
Notice of Claim (copy)

Water Right No(s). A22-10624 + A22-07071A (Enhancement) 11 re-number 4

See attached photos

GPS DATA:

Tag # A0000291 Location: on access cap on mainline
GPS data - 2685461 GPS File - 221062
1399870

Diversion Data:

Source: Groundwater Trib to: _____

MOTOR

Make: U.S. Motors Model: _____ Hp: 600 Hp
SN: HJ-1428203

PUMP

Make: Johnston Model: _____ Disch: _____
SN: JR 6094

NOTES:

New owners are B+B Farms (Brad + Byron Jensen) shop phone
is 356-7339 - Brad's cell phone is 390-7100. Change of ownership
form was given to the Jensens. Piece of as map modified by the
Jensens. System is a well + pump to pivots + sprinklers.
* Evidence of priority requested for A22-10624.

Field Exam Date: 6-9-2005 Agent: J. L. Jensen



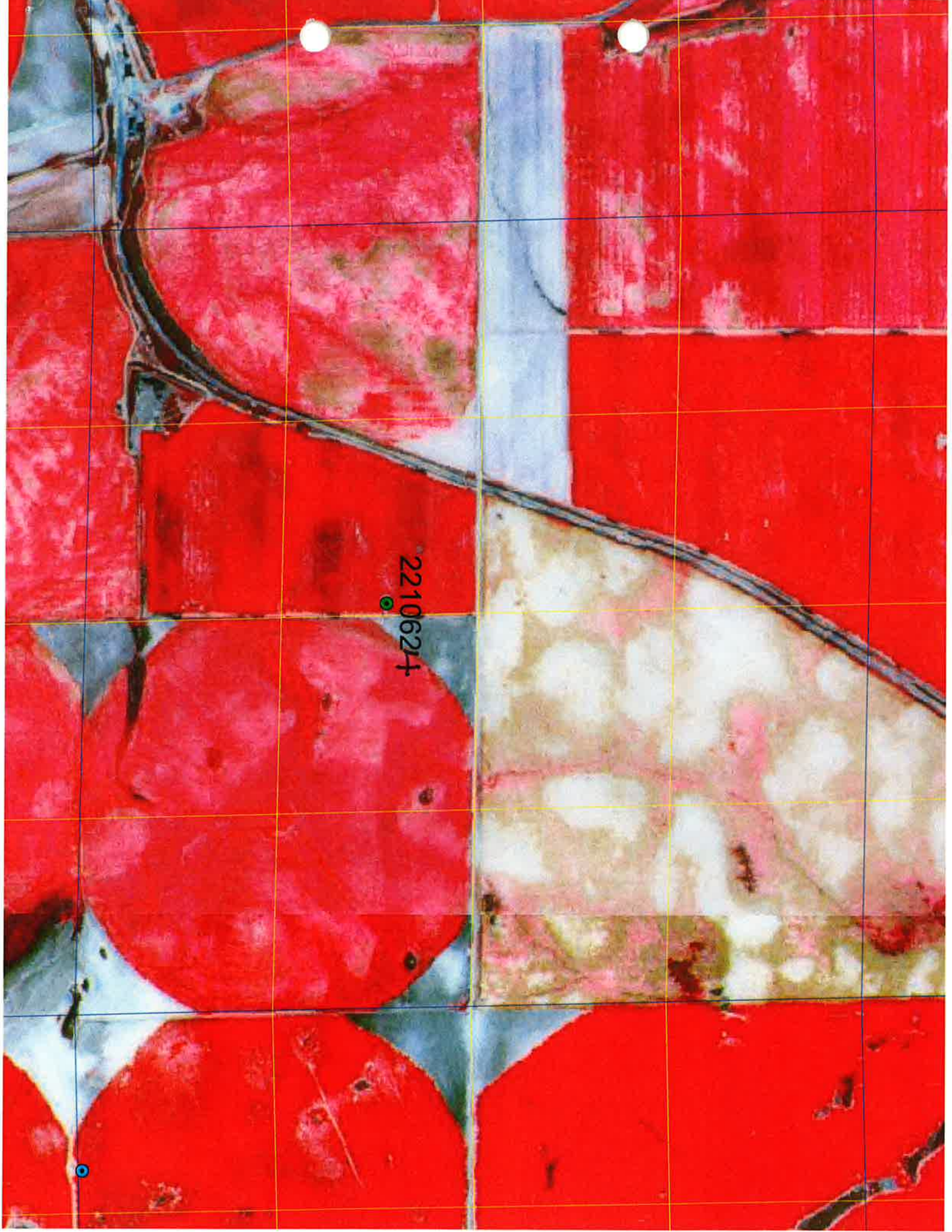
A22-10624 + A22-07071A Motor Tag



GPS tag

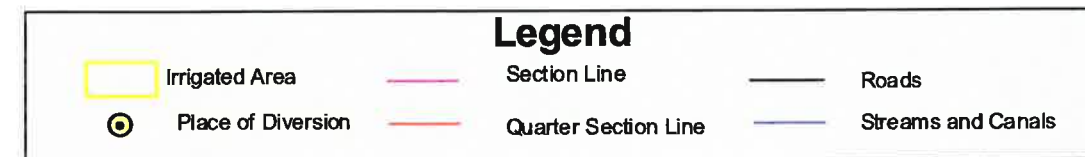
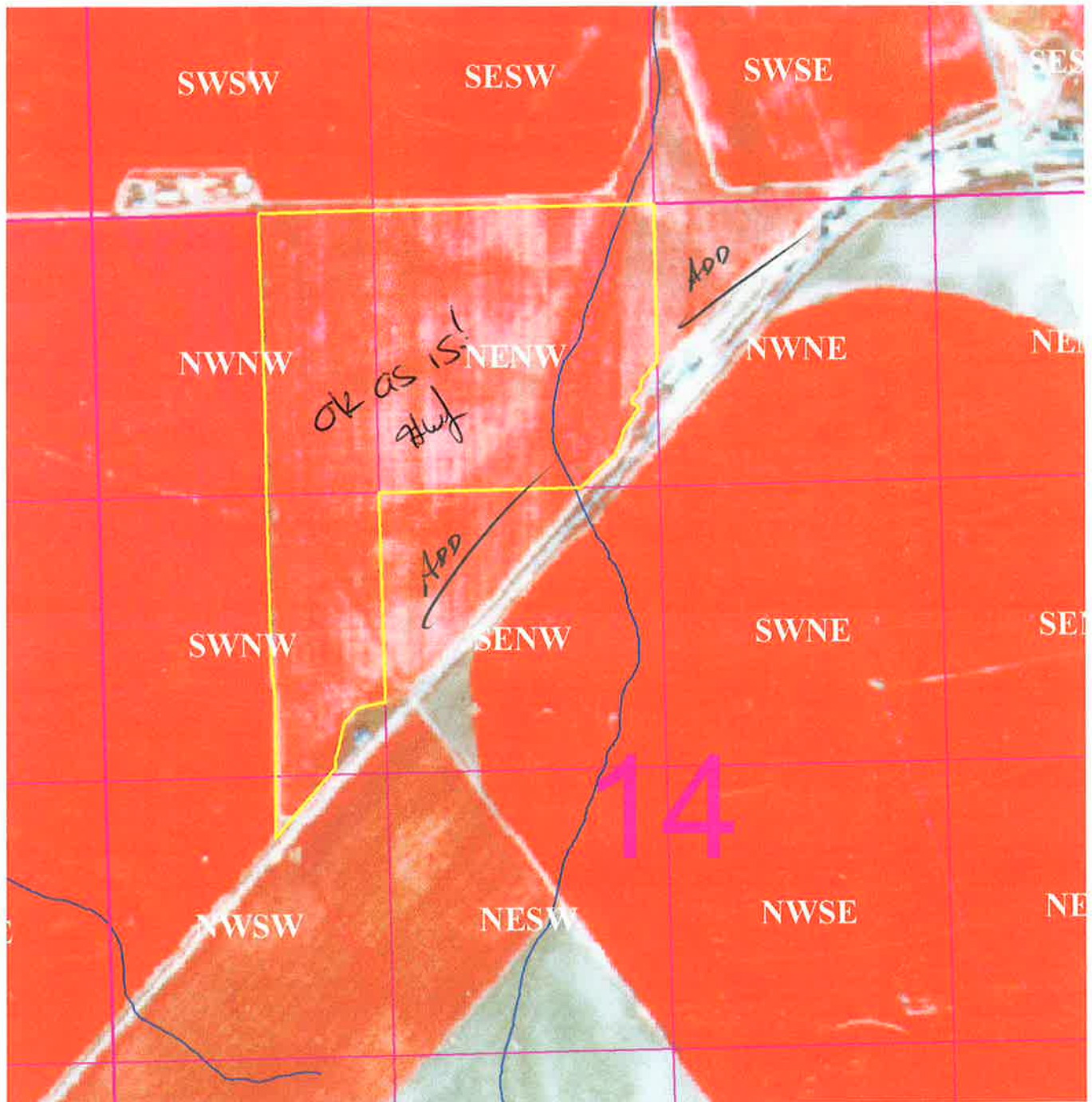
A22-10624 & A22-07071A, looking west

2210624



Water Right Claim Number 22-10624
Township , 5N40E

07/12/2001



RECEIVED

MAY 16 2006

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

Department of Water Resources
Eastern Region

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 22-10624
Date Received: 8/17/1988
Receipt No: E001380
Received By:

AMENDED

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

1. Name of Claimant(s)

B & B FARMS (208) 356-7339
C/O BRYAN JENSEN
5975 W 3800 S
REXBURG ID 83440

2. Date of Priority: 06/01/1971

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	40E	12	NE SW	MADISON	

5. Description of diverting works:

WELL AND PUMP TO SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	01/01	12/31	2.39	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
05N	40E	14	NE	NW	IRRIGATION	37
			NW	NW	IRRIGATION	20
			NW	SW	IRRIGATION	2
			NE	NE	IRRIGATION	21
			SE	NE	IRRIGATION	9
			NW	NE	IRRIGATION	9
			SE	NW	IRRIGATION	35
Section Acres						133
Total Acres						133

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:

14. Remarks:

THIS IS AN EXPANSION OF LICENSE 22-2201

THIS CLAIM IS AMENDED TO INCLUDE ELEMENTS OF 22-7071A WHICH WAS DISALLOWED.

15. Basis of Claim: Beneficial Use

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 _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am Owner of _____
Title

B&B Farms, that I have signed the foregoing
Organization

document in the space below as Owner of _____
Title

B&B Farms and that the statements contained in the
Organization

foregoing document are true and correct. Beyon Jensen
Signature of Authorized Agent

Owner B&B Farms
Title and Organization

5-17-06
Date

State of Idaho)
County of Bonneville) SS.

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

of May 20 06

Jennifer Crabtree
Notary Public

Residing at Idaho Falls, ID

My commission Expires 9/23/09

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: A22-10624
Date Received: 8/04/1988
Receipt No: E001343
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: TRIPLE J FARMS 208-356-5276
Address: 4330 W. 1000 S.
REXBURG, ID 83440

2. Date of Priority: JUN 01, 1971

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05N	40E	12		NE	SW		MADISON

5. Description of diverting works:
WELL AND PUMP TO SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	01/01	12/31	1.520		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	40E	14	NE	NW		IRR	37.0
			NW	NW		IRR	20.0
			SE	NW		IRR	17.0

A22-10624

Page 1

Date: 08/04/88

MICROFILMED
NOV 05 1992

A2210624



10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	40E	14	NW	SW		IRR	2.0
Section Acres							76.0
Total Acres							76.0

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:
THIS IS AN EXPANSION OF LICENSE 22-2201A,

15. Basis of Claim: BENEFICIAL USE

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 ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

For Organizations: ☒

I do solemnly swear or affirm that I am General Partner of Triple J Farms, that I have signed the foregoing document in the space below as General Partner of Triple J Farms and that the statements contained in the foregoing document are true and correct.

Donald J. Jensen
Signature of Authorized Agent

Triple J Farms
Title and Organization

August 17 1988
Date

State of Idaho)
County of Booneville) SS.

Subscribed and sworn (or affirmed) before me this 21st day

of Aug 19 88

Calvin Wray
Notary Public

Seal

Residing at Idaho Falls

My Commission Expires 5/29/99
3 Date: 08/04/88

