

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

JAN 29 2016

**DEPARTMENT OF
WATER RESOURCES**

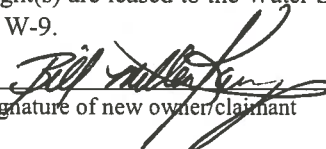
1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
43-13296	Yes ☐	Yes ☐		Yes ☐	Yes ☐
43-13298	Yes ☐	Yes ☐		Yes ☐	Yes ☐
43-13302	Yes ☐	Yes ☐		Yes ☐	Yes ☐
43-13304	Yes ☐	Yes ☐		Yes ☐	Yes ☐
43-13306	Yes ☐	Yes ☐		Yes ☐	Yes ☐

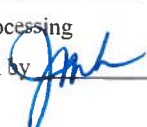
2. Previous Owner's Name: Preston R. Allen & Sons
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): East Valley Cattle, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 471 North 300 West Jerome ID 83338
Mailing address City State ZIP
- 208 324-2350 bill@millenkamp.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: May 15, 2008
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
 ☐ \$25 per *undivided* water right.
 ☐ \$100 per *split* water right.
 ☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 43-13296

8. Signature:  Member/Manager Jan 22, 2016
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ Member/Manager _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by J. Strange Date 1-29-2016 Receipt No. C10474 Receipt Amt. 125.00
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by _____ Processed by  Date 2-18-16

Re-recorded to correct Grantee address

WARRANTY DEED

~~CASSIA COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW
11:42:52 am 05-15-2008 #44385
2008-003026
NO. PAGES: 9 FEE: \$27.00
LARRY A. NICKELSEN
COUNTY CLERK
DEPUTY: VIKI~~

For Value Received

Preston R Allen & Sons, an Idaho partnership sometimes known as Preston Allen and Sons, an Idaho partnership

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

East Valley Cattle, LLC, an Idaho limited liability company
Address: 471 North 300 West
Jerome, ID 83338

~~CASSIA COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW
2:11:21 pm 05-15-2008
2008-003035
NO. PAGES: 9 FEE: \$27.00
LARRY A. NICKELSEN
COUNTY CLERK
DEPUTY: VIKI~~

Hereinafter called the Grantee, the following described premises situated in Cassia County, Idaho, to-wit:

PARCEL NO. 1:
TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 10: All, EXCEPT the N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10:

ALSO EXCEPTING the following described tracts:

Tract No. 1:

Beginning at the Northwest corner of said Section 10, said corner marked by a U.S. Government Brass Cap; Thence South 0°09'00" East (Basis of Bearing) along section line for 1219.10 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 89°51' East for 300.00 feet to a ½ inch rebar;
Thence South 0°09'00" East for 300.00 feet to a ½ inch rebar;
Thence South 89°51' West for 300.00 feet to a ½ inch rebar on section line;
Thence North 0°09'00" West along said section line for 300.00 feet to the Point of Beginning.

Tract No. 2:

Beginning at the Northwest corner of the Northeast corner of said Section 10;
Thence South 127.5 feet to the True Point of Beginning;
Thence South 255.6 feet;
Thence East 199.5 feet;
Thence North 179 feet;
Thence Northwest 213.69 feet to the True Point of Beginning.

Section 11: Beginning at a point on the North line of Section 11, said point being 1760.7 feet West of the Northeast corner of said Section 11;
Thence at right angles South 489.7 feet;
Thence North 88°40' West 671.9 feet;
Thence South 9°34' East 160.7 feet;
Thence North 85°59' West 1253.6 feet;
Thence South 6°47' West 953.6 feet;
Thence South 4°37' West 1661.7 feet;
Thence South 89°37' West 1307.8 feet more or less to the West line;
Thence North 0°21' East along the West line 3156.8 feet, more or less to the Northwest corner;
Thence East along said North line 3430.4 feet, more or less to the Point of Beginning.

Section 14: Beginning at the Southwest corner of Section 14;

Thence South 89°26' East along the South line 1535.1 feet;
Thence North 19°49' West 4452.0 feet more or less to the West line;
Thence South 0°21' West 4173.0 feet more or less to the Point of Beginning.

Section 15: All
Section 16: S½ and the NW¼
Section 17: SE¼SE¼

PARCEL NO. 2:

A water pipeline easement as conveyed by Warranty Deed from Raft River Ranches, Inc., a corporation to Preston R. Allen and Roland R. Allen, dated October 21, 1976 and recorded December 1, 1976 as Instrument No. 94693 on Film No. 105, records of Cassia County, Idaho, described as follows:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 14: An easement 60 feet wide being 30 feet left and 30 feet right of the following described line:

Beginning at a point on the East line of said Section 14, said point being 1637 feet North of the Southeast corner of Section 14;
Thence North 67°24' West 5694 feet more or less to the West line of Section 14, said point being North 0°21' West 3773 feet from the Southwest corner of Section 14.

Section 22: An easement 60 feet wide being adjacent to and 60 feet right of the following described line:

Beginning at the North quarter corner of said Section 22;
Thence South along the Meridional centerline of Section 22 for a distance of 2500 feet;
Thence at right angles West 154 feet.

PARCEL NO. 3:

TOWNSHIP 10 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 35: SW¼, W¼SE¼, S¼NW¼, EXCEPTING that part of the NW¼ described as follows:

Beginning at the Northeast corner of the NW¼ of said Section 35; Thence South 34°9'30" East 588.37 feet to a point on center line of Yale Road; Thence South 57°36' West for 2,040.63 feet to the True Point of Beginning;
Thence South 19°54' East 254.96 feet to a point;
Thence South 57°36' West 175 feet to a point;
Thence North 19°54' West 254.96 feet to a point;
Thence North 57°36' East 175 feet to the True Point of Beginning.

AND ALSO EXCEPT the portion deeded to the Burley Highway District for highway purposes, as disclosed by Warranty Deed, dated July 28, 2005 and recorded September 20, 2007 as Instrument No. 2007-318339, records of Cassia County, Idaho.

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 2: W½, EXCEPTING that part of the NW¼NW¼ described as follows:

Beginning at the Northwest corner of the NW¼NW¼;
Thence South 1599 feet;
Thence North 59°02' East 324 feet;
Thence North 28°10' East 1195 feet;
Thence North 25°56' West 294 feet;
Thence North 87° West 530 feet more or less to the Point of Beginning.

Section 3: E¼, EXCEPTING that portion thereof that lies North of a line running as follows:

Beginning at the South Quarter section corner;
Thence North 1320 feet;
Thence North 42°38' East 1056 feet;
Thence North 69°26' East 1231.5 feet;
Thence North 19°42' East 924 feet;
Thence North 59°02' East 541 feet more or less to the East boundary of said Section 3.

Section 9: All, EXCEPTING THEREFROM the following described tracts:

TRACT NO. 1:

Beginning at a point in the Northeast corner of NE¼NE¼;
Thence due South along section line 250 feet;
Thence due West 1550 feet;
Thence due North 250 feet;
Thence due East along section line to the Point of Beginning.

TRACT NO. 2:

Beginning at the Northwest corner of said Section 9, said corner marked by a U.S. General Land Office
Pipe with brass cap, which shall be the Point of Beginning;
Thence South 89°47'00" East along section line for 200.00 feet to a ½ inch rebar;
Thence South 0°07'33" East for 295.16 feet to a ½ inch rebar on section line;
Thence North 89°47'00" West for 200.00 feet to a ½ inch rebar on section line;
Thence North 0°07'33" West along said section line for 295.16 feet to the Point of Beginning.

TRACT NO. 3:

Beginning at the Northeast corner of said Section 9, said corner marked by a 5/8 inch rebar; Thence
South 00°11'27" East (South rec.) along the East section line for a distance of 250.00 feet to the Point
of Beginning;
Thence South 00°11'27" East continuing along said line for a distance of 191.53 feet;
Thence South 86°39'00" West for a distance of 37.48 feet to a ½ inch rebar;
Thence South 86°39'00" West for a distance of 1614.99 feet to a ½ inch rebar;
Thence North 00°11'27" West for a distance of 294.52 feet to a ½ inch rebar;
Thence North 89°46'36" West for a distance of 1401.98 feet to a ½ inch rebar;
Thence North 00°11'27" West for a distance of 224.97 feet to a ½ inch rebar;
Thence North 00°11'27" West for a distance of 25.00 feet to the North section line;
Thence South 89°46'51" East along said line for a distance of 399.52 feet to the North ¼ section corner
marked by a 5/8 inch rebar;

Thence South 89°46'36" East along the North section line for a distance of 1102.45 feet;
Thence South 00°11'27" East (South rec.) for a distance of 25.00 feet to a ½ inch rebar;
Thence South 00°11'27" East (South rec.) for a distance of 225.00 feet to a ½ inch rebar;
Thence South 89°46'36" East (East rec.) for a distance of 1525.00 feet to a ½ inch rebar;
Thence South 89°46'36" East (East rec.) for a distance of 25.00 feet to the Point of Beginning.

PARCEL NO. 4:

TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 9: Part of the NW¼NW¼ of said Section 9 more particularly described as follows:

Beginning at the Northwest corner of said Section 9, said corner marked by a U.S. General Land Office pipe with brass cap, which shall be the Point of Beginning;
Thence South 89°47'00" East along section line for 200.00 feet to a ½ inch rebar;
Thence South 0°07'33" East for 295.16 feet to a ½ inch rebar;
Thence North 89°47'00" West for 200.00 feet to a ½ inch rebar on section line;
Thence North 0°07'33" West along said section line for 295.16 feet to the Point of Beginning

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to Idaho Department of Water Resources Water Right Nos. 43-2321B, 43-2574B, 43-10027, 43-10045, 43-2576B, 43-4012B, 43-4012C, 43-4012D, 43-4013B, 43-4015B, 43-4187, 43-4188, 43-4189, 43-10046, 43-10443, 43-11271, 43-13009, 43-13301, 43-13303, 43-13305, 43-13309.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2008 and subsequent years.

Excepting an undivided one-half interest in and to all mineral, oil and gas, and mineral, oil and gas rights, in, to and under said lands, which was reserved by James A. Lewis, John B. Lewis, Helen L. Knedler and Ruth M. Johnson in Warranty Deed recorded December 22, 1960, as Instrument No. 209368, records of Cassia, County Idaho. Affects N½ of Sec. 9, Twp. 11 S., Rge. 27 E.B.M.

Easement and Right-of-Way Contract from Jess T. Keeler and Margaret Keeler to the Intermountain Gas Company, dated March 5, 1962, and recorded April 27, 1962 as Instrument No. 6609 on Film No. 13, records of Cassia County, Idaho. SW¼ Sec. 2, Twp. 11 S., Rge. 27, E.B.M.

Easement and Right-of-Way Contract from Jess T. Keeler and Margaret Keeler to the Intermountain Gas Company, dated March 5, 1962 and recorded April 27, 1962 as Instrument No. 6610 on Film No. 13, records of Cassia County, Idaho. N½ Sec. 10, Twp. 11 S., Rge. 27, E.B.M.

Easement and Right-of-Way Contract from Jess T. Keeler and Margaret Keeler to the Intermountain Gas Company, dated March 5, 1962 and recorded April 27, 1962 as Instrument No. 6611 on Film No. 13, records of Cassia County, Idaho. SE¼ Sec. 3, Twp. 11 S., Rge. 27, E.B.M.

Easement and Right-of-Way Contract from Jess T. Keeler and Margaret Keeler to the Intermountain Gas Company, dated March 5, 1962 and recorded April 27, 1962 as Instrument No. 6612 on Film No. 13, records of Cassia County, Idaho. W¼ Sec. 16, Twp. 11 S., Rge. 27, E.B.M.

Easement and Right-of-Way Contract from Jess T. Keeler and Margaret Keeler to the Intermountain Gas Company, dated March 5, 1962 and recorded April 27, 1962 as Instrument No. 6613 on Film No. 13, records of Cassia County, Idaho. SW¼ Sec. 9, Twp. 11 S., Rge. 27, E.B.M.

Easement and Right-of-Way Contract from Yale Farms Inc. to Intermountain Gas Company, dated March 13, 1962 and recorded April 27, 1962 as Instrument No. 6615 on Film No. 13, records of Cassia County, Idaho, for gas pipeline and appurtenances through, upon and across the N½ of Section 9, Township 11 South, Range 27 East of the Boise Meridian.

Easement and Right-of-Way Contract between Floyd Bonge and Laura Bonge, as Grantors, to Intermountain Gas Company, dated March 20, 1962, and recorded April 27, 1962, as Instrument No. 6616 on Film No. 13, records of Cassia County, Idaho, covering an easement and right-of-way over and across the N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 10, Township 11 South, Range 27 East of the Boise Meridian.

Easement and Right-of-Way Contract from Floyd Bonge and Laura Bonge to the Intermountain Gas Company, dated March 30, 1962, and recorded May 4, 1962 as Instrument No. 6731 on Film No. 13, records of Cassia County, Idaho. W $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 3, Twp. 11 S., Rge. 27, E.B.M.

Deed of Right of Way from Harold Calder and Sydney Calder, his wife, to the Raft River Highway District, dated April 29, 1964, and recorded May 14, 1964 as Instrument No. 18517 on Film No. 27, records of Cassia County, Idaho, for a strip of land 50 feet in width, except as otherwise indicated, across Section 9, 10, 15, 16, 21 and 22, Township 11 South, Range 27 East of the Boise Meridian, more particularly described as: Beginning at a point 25 feet West of the Southeast corner of Section 21; Thence North and parallel with the East section line of said Section 21 and Section 16 a distance of 7,920 feet; Thence East 25 feet; Thence North along the section line 2,640 feet; Thence West 25 feet; Thence North and parallel with the East section line of Section 9 a distance of 2,640 feet; Thence East 25 feet; Thence North 1,980 feet; Thence East 25 feet; Thence South 15,180 feet to a point 25 feet East of the Southwest corner of Section 22; Thence West 50 feet to the Point of Beginning.

Easement and Right-of-Way Contract from Harold Calder and Sydney Calder to the Intermountain Gas Company, dated April __, 1964 and recorded May 18, 1964 as Instrument No. 18564 on Film No. 27, records of Cassia County, Idaho. E $\frac{1}{2}$ W $\frac{1}{2}$ Sec. 2, Twp. 11 S., Rge. 27, E.B.M. and W $\frac{1}{4}$ Sec. 35, Twp. 10 S., Rge. 27, E.B.M.

Easement and Right-of-Way Contract from Harold Calder and Sydney Calder to the Intermountain Gas Company, recorded March 9, 1965 as Instrument No. 22974 on Film No. 33, records of Cassia County, Idaho. SE $\frac{1}{4}$ Sec. 16, Twp. 11 S., Rge. 27, E.B.M.

Right of Way Deed from Floyd Bonge and Ruth Bonge, husband and wife, to the Burley Highway District, a quasi municipal corporation, dated October 8, 1965, and recorded November 9, 1965, as Instrument No. 26774 on Film No. 37, records of Cassia County, Idaho, covering a 50 foot strip of land over and across a portion of the SW $\frac{1}{4}$ of Section 3, Township 11 South, Range 27 East of the Boise Meridian, and over the NW $\frac{1}{4}$ of Section 10, Township 11 South, Range 27 East of the Boise Meridian.

Right of Way Deed from Harold Calder and Sydney Calder to the Burley Highway District, a quasi municipal corporation, dated October 20, 1965 and recorded November 9, 1965 as Instrument No. 26775 on Film No. 37, records of Cassia County, Idaho. Beginning at the Quarter corner between Sections 3 and 10, Township 11 South, Range 27 East of the Boise Meridian, taking a 50 foot strip of land curving North for 400 feet to a point 150 feet North of Section line between Section 3 and Section 10, Township 11 South, Range 27 East of the Boise Meridian; Thence South to Section line between Section 3 and Section 10, Township 11 South, Range 27 East of the Boise Meridian, 800 feet East of starting point; Thence a 25 foot strip of land on each side of said Section line for a distance of 3,280 feet; Thence a jog South 10 feet, leaving 15 feet on North side of Southwest quarter corner of Section 2, Township 11 South, Range 27 East of the Boise Meridian for a distance of 1200 feet to the North quarter corner of Section 2 and Section 11, Township 11 South, Range 27 East of the Boise Meridian and 35 feet on South side of said Section line between Section 2 and 11, Township 11 South, Range 27 East of the Boise Meridian for a distance of 1400 feet to a point 200 feet East of North quarter corner of Section 11, Township 11 South, Range 27 East of the Boise Meridian; Thence South 25 feet South of Section line continuing East for a distance of 2,010 feet to the beginning of a curve near the R.E.A. Substation; Thence a strip of land 50 feet wide for a distance of the curve in a Southeasterly direction until the same meets the Section line between Sections 11 and 12, Township 11 South, Range 27 East of the Boise Meridian at a point approximately 350 feet South of the corner stake of Sections 2, 1, 12 and 11, Township 11 South, Range 27 East of the Boise Meridian; Thence a 25 foot strip of land continuing South along the West side of Section line of Sections 11 and 14, Township 11 South, Range 27 East of the Boise Meridian, to a point 25 feet West of Section corner of Sections 12, 13, 24 and 23, Township 11 South, Range 27 East of the Boise Meridian.

Agreement for Purchase of Power by and between Raft River Rural Electric Cooperative, Inc. and Harold Calder, dated August 23, 1965 and recorded December 23, 1965 as Instrument No. 27462 on Film No. 38, records of Cassia County, Idaho. S $\frac{1}{2}$ Sec. 9, Twp. 11 S., Rge. 27, E.B.M. and has a well on the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 9.

Agreement for Purchase of Power by and between Raft River Rural Electric Cooperative, Inc. and Harold Calder, dated April 15, 1965 and recorded December 23, 1965 as Instrument No. 27464 on Film No. 38, records of Cassia County, Idaho. Sec. 14, Twp. 11 S., Rge. 27 E.B.M. and has a well on the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 14.

Agreement for Purchase of Power by and between Raft River Rural Electric Cooperative, Inc. and Harold Calder, dated April 13, 1964 and recorded December 23, 1965 as Instrument No. 27465 on Film No. 38, records of Cassia County, Idaho. Sec. 15, Twp. 11 S., Rge. 27, E.B.M. and has a well on the SE¼SE¼ of Sec. 15.

ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE CONSUMER'S INTEREST, dated March 25, 2008 and recorded April 11, 2008 as Instrument No. 2008-002339, records of Cassia County, Idaho.

Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc. and Allen Ranches, dated April 28, 1972 and recorded September 1, 1972 as Instrument No. 64969 on Film No. 78, records of Cassia County, Idaho. Sec. 15, Twp. 11 S., Rge. 27 E.B.M. and has a well on the SE corner NW¼ of Sec. 22.

MODIFICATION AGREEMENT dated September 17, 1976 and recorded September 24, 1976 as Instrument No. 93448 on Film No. 104, records of Cassia County, Idaho.

Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc. and Allen Ranches, Inc., dated March 13, 1974 and recorded April 4, 1974 as Instrument No. 75811 on Film No. 88, records of Cassia County, Idaho. Sec. 16, Twp. 11 S., Rge. 27 E.B.M. and has a well on the SE¼SE¼ of Sec. 16.

ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE CONSUMER'S INTEREST, dated March 25, 2008 and recorded April 11, 2008 as Instrument No. 2008-002327, records of Cassia County, Idaho.

Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc. and Allen Ranches, dated March 13, 1973 and recorded May 7, 1976 as Instrument No. 90439 on Film No. 101, records of Cassia County, Idaho. SE¼ of Sec. 15; SW¼ Sec. 14, Twp. 11 S., Rge. 27 E.B.M. and has a well on the SW¼SW¼ of Sec. 14.

MODIFICATION AGREEMENT dated September 17, 1976 and recorded September 24, 1976 as Instrument No. 93447 on Film No. 104, records of Cassia County, Idaho.

ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE CONSUMER'S INTEREST, dated March 25, 2008 and recorded April 11, 2008 as Instrument No. 2008-002340, records of Cassia County, Idaho.

Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc. and Raft River Ranches, Inc., dated September 18, 1974 and recorded May 7, 1976 as Instrument No. 90441 on Film No. 101, records of Cassia County, Idaho. E¼ of Sec. 17 and Sec. 21, Twp. 11 S., Rge. 27 E.B.M. and has a well on the SE¼SE¼ of Sec. 17.

Terms and Conditions contained in Warranty Deed from Raft River Ranches, Inc., a corporation to Preston R. Allen and Roland R. Allen, dated October 21, 1976 and recorded December 1, 1976 as Instrument No. 94693 on Film No. 105, records of Cassia County.

Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc. and Preston Allen & Sons - Preston Allen, dated April 27, 1972 and recorded April 6, 1978 as Instrument No. 106392 on Film No. 116, records of Cassia County, Idaho. SE¼NW¼ of Sec. 15, Twp. 11 S., Rge. 27 E.B.M. and has a well on the SE¼NW¼ of Sec. 15.

Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc. and Preston Allen & Sons, dated April 1, 1972 and recorded April 6, 1978 as Instrument No. 106393 on Film No. 116, records of Cassia County, Idaho. Sec. 17, Twp. 11 S., Rge. 27 E.B.M. and has a well on the SE¼SE¼ of Sec. 17.

ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE CONSUMER'S INTEREST, dated March 25, 2008 and recorded April 11, 2008 as Instrument No. 2008-002328, records of Cassia County, Idaho.

Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc. and Preston Allen, dated February 9, 1981 and recorded February 26, 1981 as Instrument No. 132780 on Film No. 140, records of Cassia County, Idaho. SE¼ in Sec. 9, Twp. 11 S., Rge. 27 E.B.M. and has a well on the SE¼ of Sec. ____.

ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE CONSUMER'S INTEREST, dated March 25, 2008 and recorded April 11, 2008 as Instrument No. 2008-002333, records of Cassia County, Idaho.

Agreement for Purchase of Power (irrigation) between Raft River Rural Electric Cooperative, Inc. and Preston Allen & Sons, By: Preston Allen, dated December 16, 1981 and recorded May 12, 1982 as Instrument No. 143293 on Film No. 149, records of Cassia County, Idaho. SE¼ of Sec. 10, Twp. 11 S., Rge. 27 E.B.M. and has a well or wells on the SE¼NE¼ of Sec. 14.

ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE CONSUMER'S INTEREST, dated March 25, 2008 and recorded April 11, 2008 as Instrument No. 2008-002334, records of Cassia County, Idaho.

Right-of-Way contained in Quitclaim Deed from Preston R. Allen and Sons, a partnership, to Miles Robinson and Debbie Robinson, husband and wife, dated June 11, 1987 and recorded July 1, 1987 as Instrument No. 189228, records of Cassia County, Idaho, which reads as follows: "Subject to a 25.0 foot wide county road right-of-way along the North boundary."

Agreement for Electric Services (irrigation) between Raft River Rural Electric Cooperative, Inc., an Idaho rural Electric Cooperative and Preston Allen & Sons, dated May 4, 1989 and recorded May 23, 1989 as Instrument No. 202031 on Film No. 207, records of Cassia County, Idaho. E½SE¼ of Sec. 3, and W½SW¼ of Sec. 2, Twp. 11 S., Rge. 27 E.B.M., Location of well: NE¼SE¼ of Sec. 2 as above described.

ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE CONSUMER'S INTEREST, dated March 25, 2008 and recorded April 11, 2008 as Instrument No. 2008-002335, records of Cassia County, Idaho.

Agreement for Electric Services (irrigation) between Raft River Rural Electric Cooperative, Inc., an Idaho rural Electric Cooperative and Preston Allen, dated December 5, 1989 and recorded March 12, 1990 as Instrument No. 206513 on Film No. 214, records of Cassia County, Idaho. S½ Sec. 35, Twp. 10 S., Rge. 27 E.B.M, SE¼SW¼ Sec. 35, Twp. 10 S., Rge. 27 E.B.M.

ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE CONSUMER'S INTEREST, dated March 25, 2008 and recorded April 11, 2008 as Instrument No. 2008-002329, records of Cassia County, Idaho.

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, and Preston Allen, dated March 29, 1993 and recorded April 5, 1993 as Instrument No. 223881 on Film No. 243, records of Cassia County, Idaho.

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Preston Allen & Sons, Consumer, dated October 20, 1995 and recorded January 29, 1996 as Instrument No. 240812 on Film No. 273, records of Cassia County, Idaho.

ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE CONSUMER'S INTEREST, dated March 25, 2008 and recorded April 11, 2008 as Instrument No. 2008-002336, records of Cassia County, Idaho.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Preston Allen, Consumer, dated April 2, 1997 and recorded April 25, 1997 as Instrument No. 248681 on Film No. 286, records of Cassia County, Idaho. NE¼NW¼, Sec. 10, Township 11 South, Range 27 East of the Boise Meridian.

ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE CONSUMER'S INTEREST, dated March 25, 2008 and recorded April 11, 2008 as Instrument No. 2008-002324, records of Cassia County, Idaho.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Preston Allen & Sons, Consumer, dated November 9, 1998 and recorded November 13, 1998 as Instrument No. 259007 on Film No. 305, records of Cassia County, Idaho, covering the NE¼ of Section 10, Township 11 South, Range 27 East of the Boise Meridian.

ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE CONSUMER'S INTEREST, dated March 25, 2008 and recorded April 11, 2008 as Instrument No. 2008-002332, records of Cassia County, Idaho.

Effect of Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and David O. Hinckley, Consumer and Landowner, dated December 20, 2001 and recorded January 20, 2002 as Instrument No. 279450, records of Cassia County, Idaho, covering the NW¼ of Section 11, Township 11 South Range 27 East of the Boise Meridian.

Agreement For Electrical Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and PRA Farms LLC, Consumer, dated June 9, 2004 and recorded June 14, 2004 as Instrument No. 296250, records of Cassia County, Idaho, covering the NE¼SE¼ of Section 3, Township 11 South Range 27 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and PRA Farms LLC, Consumer and Landowner, dated April 20, 2006 and recorded May 11, 2006 as Instrument No. 308449, records of Cassia

County, Idaho, covering the SE¼SE¼SW¼ of Section 15, Township 11 South Range 27 East of the Boise Meridian.
ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE CONSUMER'S INTEREST, dated March 25, 2008 and recorded April 11, 2008 as Instrument No. 2008-002331, records of Cassia County, Idaho.

Agreement For Electrical Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and PRA Farms LLC, Consumer, dated June 6, 2006 and recorded July 27, 2006 as Instrument No. 309326, records of Cassia County, Idaho, covering the SW¼SW¼SE¼ of Section 3, Township 11 South Range 27 East of the Boise Meridian.
ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE CONSUMER'S INTEREST, dated March 25, 2008 and recorded April 11, 2008 as Instrument No. 2008-002325, records of Cassia County, Idaho.

Agreement For Electrical Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and PRA Farms LLC, Consumer, dated April 13, 2007 and recorded May 3, 2007 as Instrument No. 315659, records of Cassia County, Idaho, covering the SW¼SW¼ of Section 16, Township 11 South Range 27 East of the Boise Meridian.
ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE CONSUMER'S INTEREST, dated March 25, 2008 and recorded April 11, 2008 as Instrument No. 2008-002323, records of Cassia County, Idaho.

Agreement For Electrical Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and PRA Farms LLC, Consumer, dated May 2, 2007 and recorded May 11, 2007 as Instrument No. 315822, records of Cassia County, Idaho, covering the SW¼SE¼ of Section 35, Township 10 South Range 27 East of the Boise Meridian.
ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE CONSUMER'S INTEREST, dated March 25, 2008 and recorded April 11, 2008 as Instrument No. 2008-002326, records of Cassia County, Idaho.

Agreement For Electrical Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and PRA Farms, Consumer, dated June 5, 2007 and recorded June 21, 2007 as Instrument No. 316619, records of Cassia County, Idaho, covering the SE¼SE¼ of Section 17, Township 11 South Range 27 East of the Boise Meridian.
ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE CONSUMER'S INTEREST, dated March 25, 2008 and recorded April 11, 2008 as Instrument No. 2008-002338, records of Cassia County, Idaho.

Agreement For Electrical Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and PRA Farms, Consumer, dated June 5, 2007 and recorded June 21, 2007 as Instrument No. 316620, records of Cassia County, Idaho, covering the SW¼SE¼ of Section 15, Township 11 South Range 27 East of the Boise Meridian.
ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE CONSUMER'S INTEREST, dated March 25, 2008 and recorded April 11, 2008 as Instrument No. 2008-002337, records of Cassia County, Idaho.

Agreement For Electrical Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and East Valley Cattle, LLC, Consumer, dated March 19, 2008 and recorded April 11, 2008 as Instrument No. 2008-002342, records of Cassia County, Idaho, which covers the SW¼NW¼ of Section 10, Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electrical Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and East Valley Cattle, LLC, Consumer, dated March 19, 2008 and recorded April 11, 2008 as Instrument No. 2008-002344, records of Cassia County, Idaho, which covers the SE¼ of Section 3, Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electrical Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and East Valley Cattle, LLC, Consumer, dated March 19, 2008 and recorded April 11, 2008 as Instrument No. 2008-002346, records of Cassia County, Idaho, which covers the NE¼NW¼ of Section 10, Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electrical Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and East Valley Cattle, LLC, Consumer, dated March 19, 2008 and recorded April 11, 2008 as Instrument No. 2008-002347, records of Cassia County, Idaho, which covers the SE¼ of Section 3, Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electrical Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and East Valley Cattle, LLC, Consumer, dated March 19, 2008 and recorded April 11, 2008 as Instrument No. 2008-002349, records of Cassia County, Idaho, which covers the SW¼NW¼ of Section 35, Township 10 South, Range 27 East of the Boise Meridian.

Agreement For Electrical Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and East Valley Cattle, LLC, Consumer, dated March 19, 2008 and recorded April 11, 2008 as Instrument No. 2008-002350, records of Cassia County, Idaho, which covers the NW¼NW¼ of Section 10, Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electrical Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and East Valley Cattle, LLC, Consumer, dated March 19, 2008 and recorded April 11, 2008 as Instrument No. 2008-002351, records of Cassia County, Idaho, which covers the SE¼SE¼ of Section 16, Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electrical Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and East Valley Cattle, LLC, Consumer, dated March 19, 2008 and recorded April 11, 2008 as Instrument No. 2008-002352, records of Cassia County, Idaho, which covers the SW¼SE¼ of Section 35, Township 10 South, Range 27 East of the Boise Meridian.

Agreement For Electrical Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and East Valley Cattle, LLC, Consumer, dated March 19, 2008 and recorded April 11, 2008 as Instrument No. 2008-002354, records of Cassia County, Idaho, which covers the NW¼NW¼ of Section 10, Township 11 South, Range 27 East of the Boise Meridian.

Agreement For Electrical Service and Easement, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and East Valley Cattle, LLC, Consumer, dated March 19, 2008 and recorded April 11, 2008 as Instrument No. 2008-002356, records of Cassia County, Idaho, which covers the SE¼ of Section 3, Township 11 South, Range 27 East of the Boise Meridian.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 15, 2008

Preston R. Allen & Sons, an Idaho Partnership

BY: Preston R. Allen
Preston R. Allen, General Partner

BY: Kent P. Allen
Kent P. Allen, General Partner

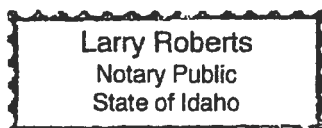
BY: Scot F. Allen
Scot F. Allen, General Partner

BY: Connie W. Allen
Connie W. Allen, General Partner

BY: Tony L. Allen
Tony L. Allen, General Partner

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 15th day of May, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Preston R. Allen, Connie W. Allen, Kent P. Allen, Tony L. Allen and Scot F. Allen, known or identified to me to be general partners in the Partnership of Preston R. Allen & Sons, and the general partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.



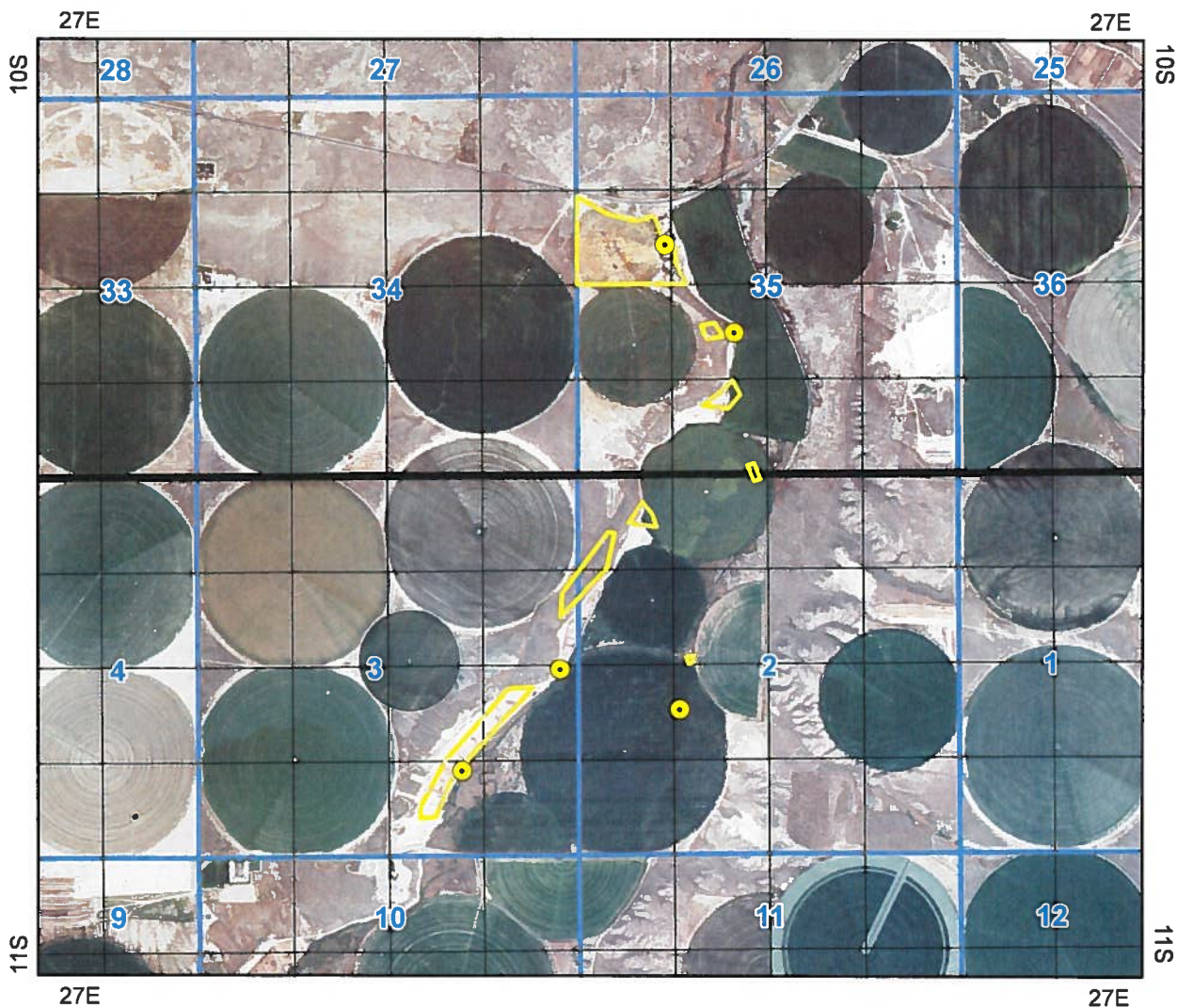
[Signature]
Notary Public
Residing at: Burley, Idaho
My Commission expires: 06-30-2009

State of Idaho
Department of Water Resources

Water Right 43-13296

STOCKWATER

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



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

0 0.3 0.6 1.2 Miles

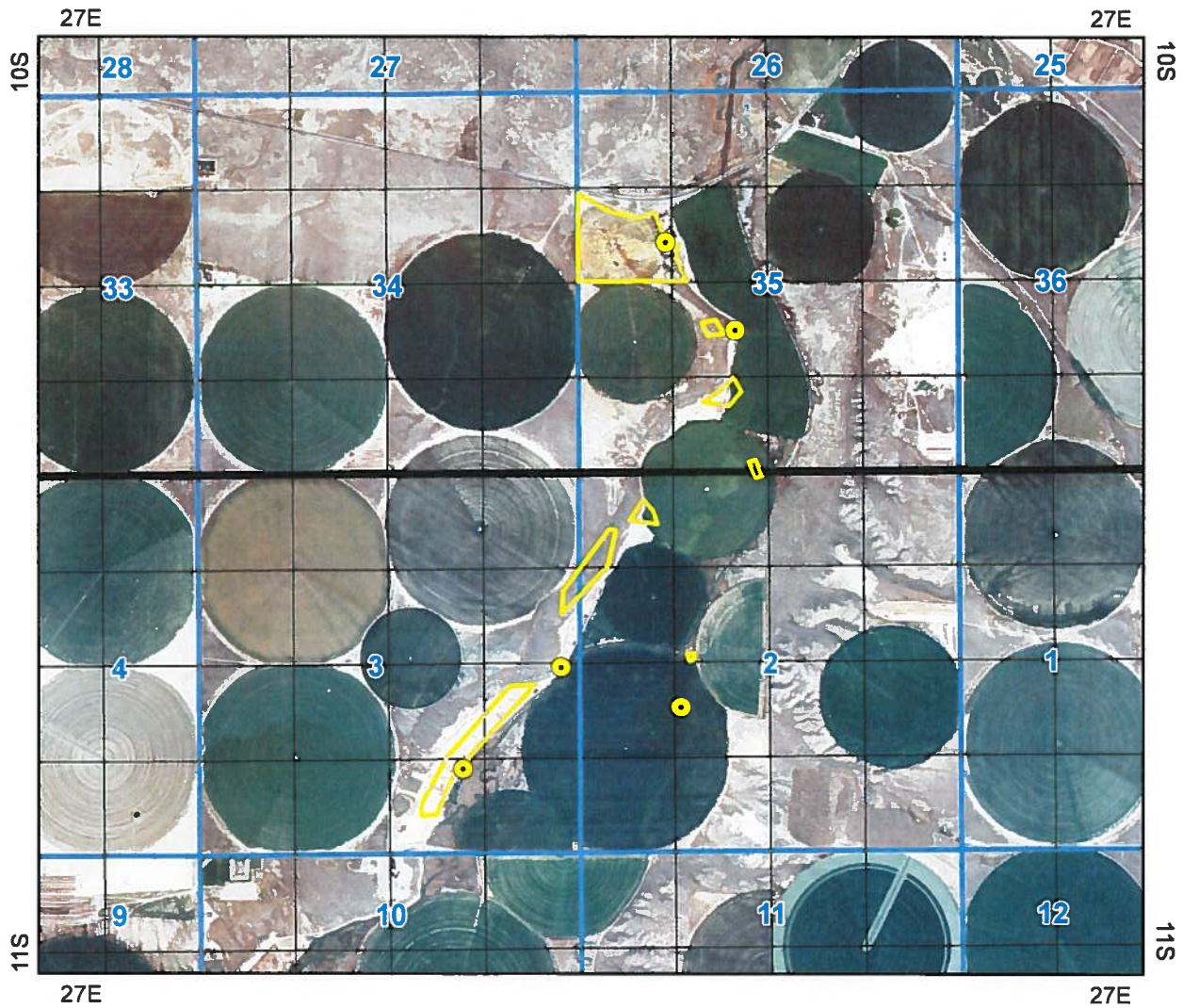


State of Idaho
Department of Water Resources

Water Right 43-13298

STOCKWATER

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



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

0 0.3 0.6 1.2 Miles

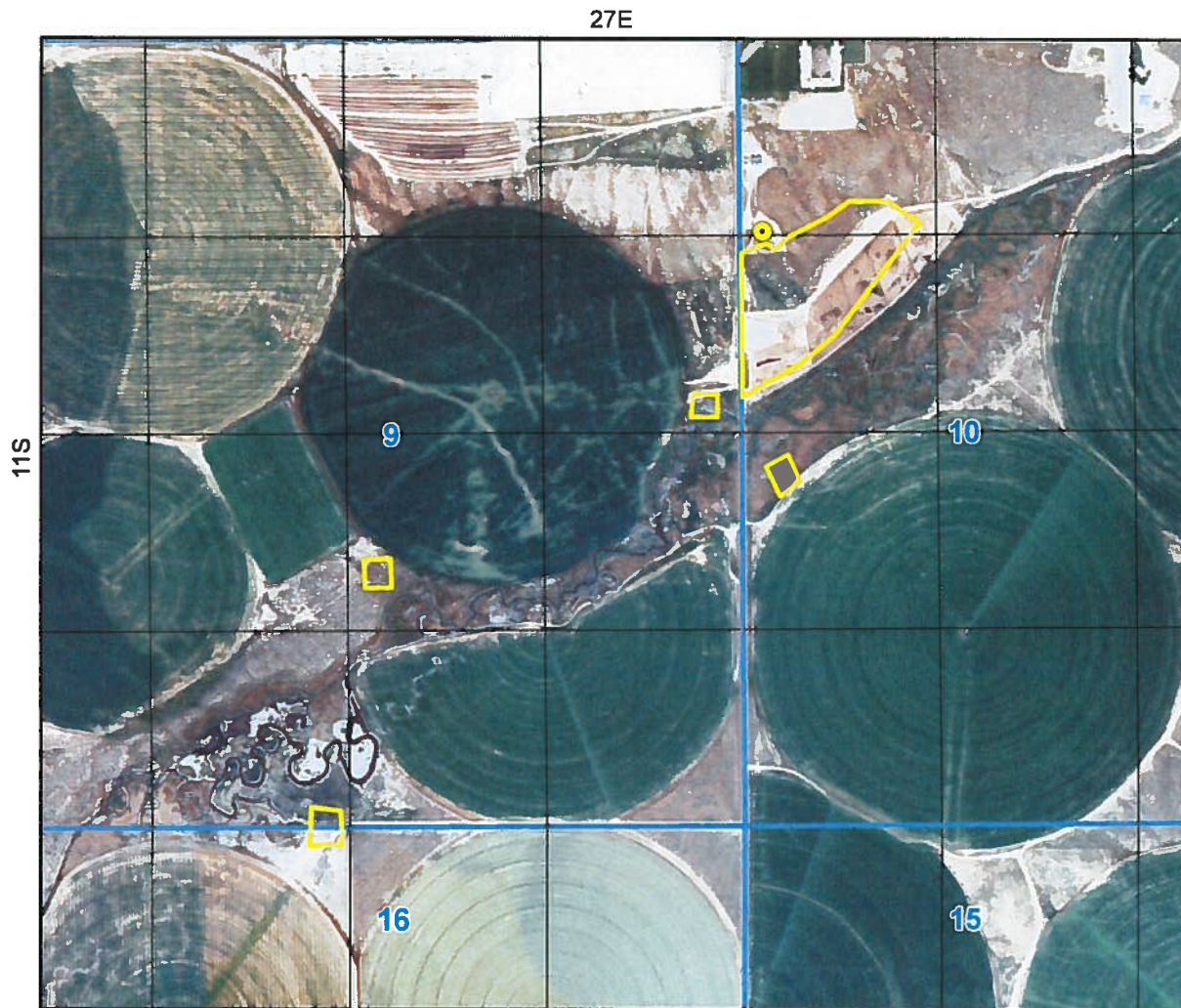


State of Idaho
Department of Water Resources

Water Right
43-13302

STOCKWATER

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



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

0 0.15 0.3 0.6 Miles

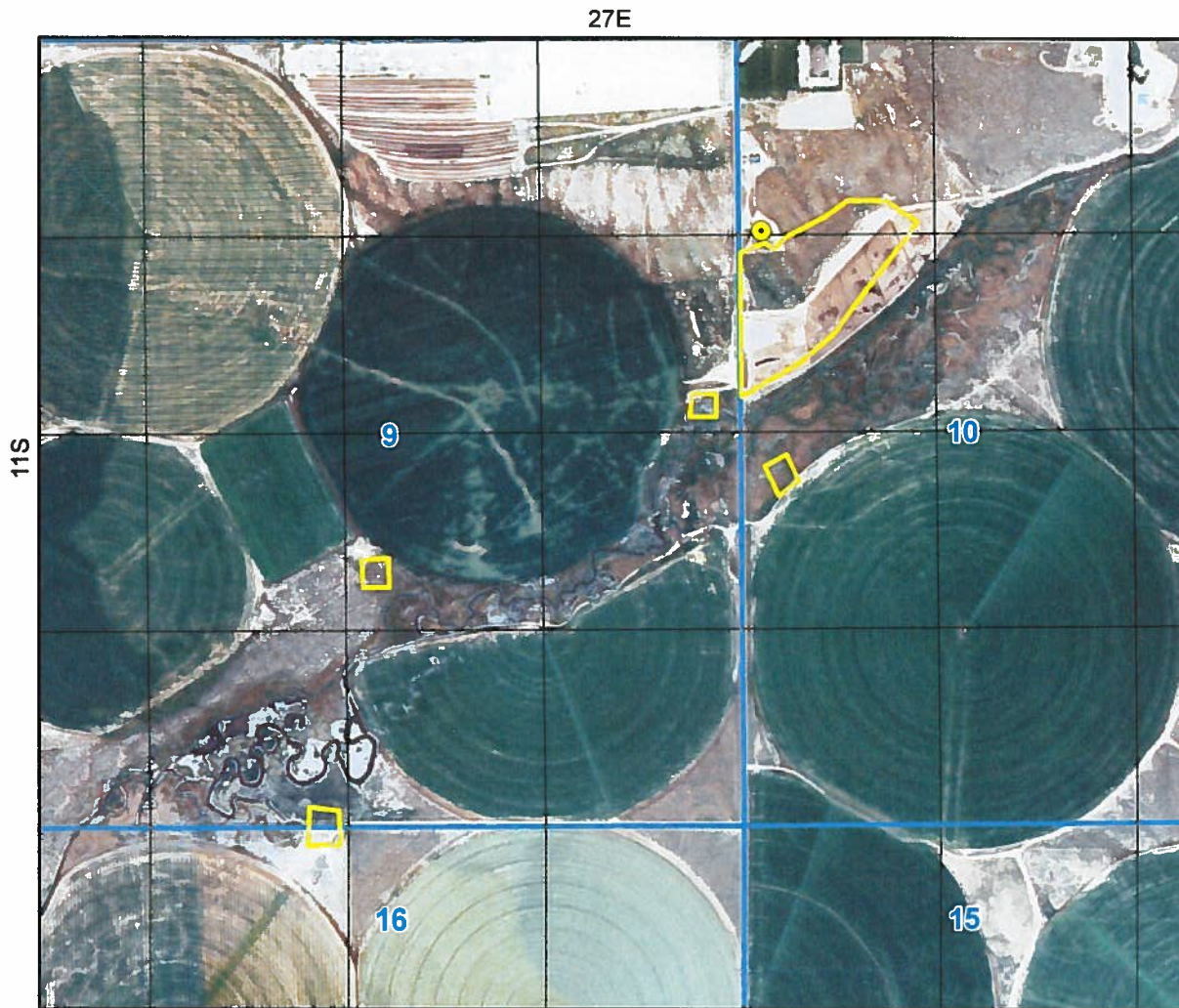


State of Idaho
Department of Water Resources

Water Right
43-13304

STOCKWATER

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



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

0 0.15 0.3 0.6 Miles

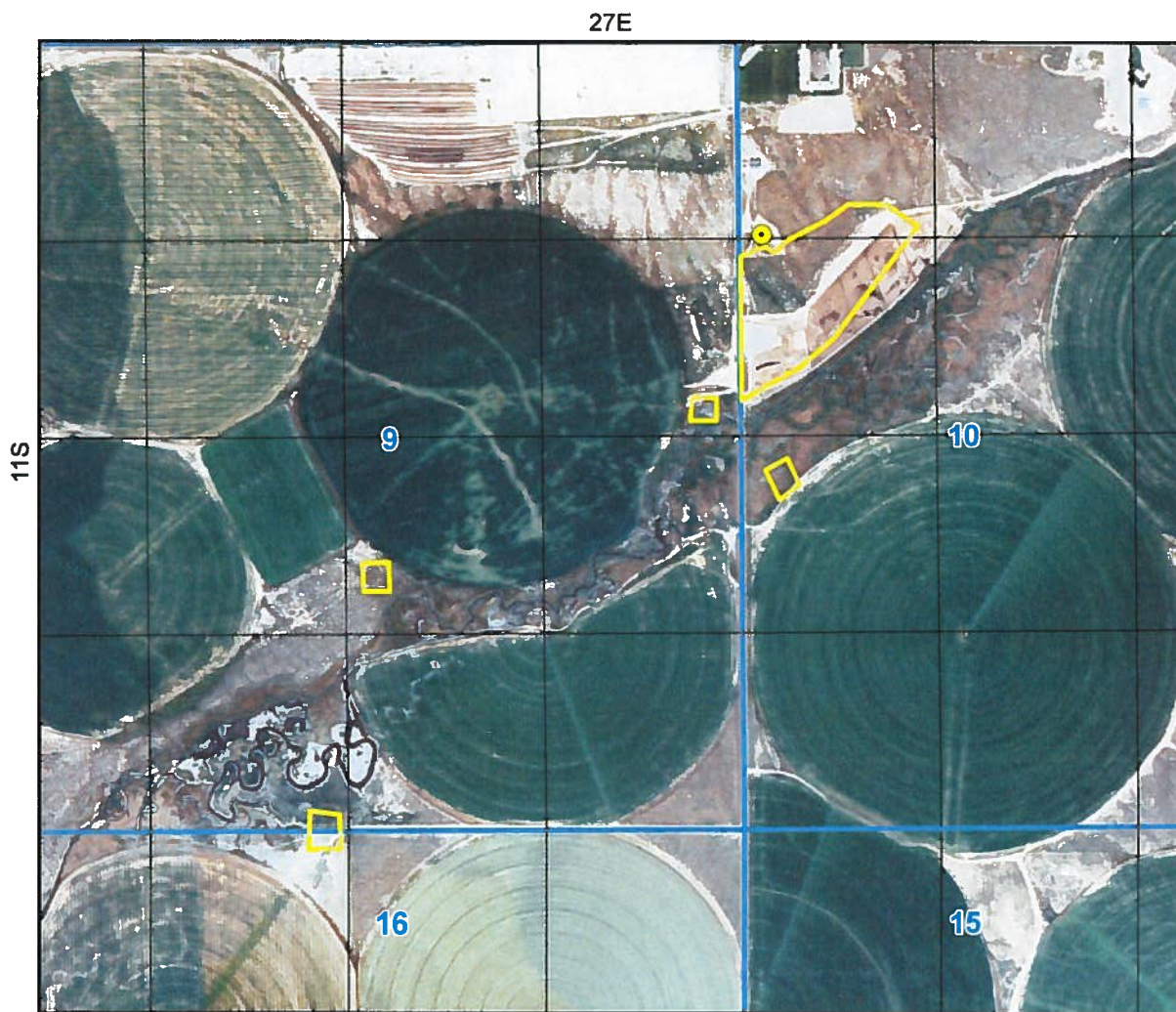


State of Idaho
Department of Water Resources

Water Right
43-13306

STOCKWATER

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



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

0 0.15 0.3 0.6 Miles

