

RECEIVED

JAN 09 2015

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT OF WATER RESOURCES
SOUTHERN REGION

Notice of Change in Water Right Ownership

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?
43-2486	Yes ☐	Yes ☐		Yes ☐	Yes ☐
43-10334	Yes ☐	Yes ☐		Yes ☐	Yes ☐
43-10341	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: E. Garth Steed and Jewelee C Steed and Rigby Farms
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Dusty Farms, LLC and Raft River Valley Farms, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 301 Scott Avenue STE #2 Rupert ID 83350
Mailing address City State ZIP
- 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: _____
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):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o 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.

8. Signature: [Signature] Manager 1-5-2015
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 1-9-2015 Receipt No. 5034489 Receipt Amt. \$75-
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 _____

SUPPORT DATA

IN FILE # 43-2486



ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

CASSIA COUNTY
RECORDED FOR:
TITLEONE - BURLEY
11:45:39 AM 01-06-2015
2015-000044
NO. PAGES: 3 FEE: \$16.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: TAP
Electronically Recorded by Simpfiler

Order Number: 14239780

Warranty Deed

For value received,

Sawtooth Mountain Seed Farms LLC, an Idaho limited liability company

the grantor, does hereby grant, bargain, sell, and convey unto

Dusty Farms, LLC, an Idaho limited liability company

whose current address is 301 Scott Avenue Ste #2 Rupert, ID 83350

the grantee, the following described premises, in Cassia County, Idaho, to wit:

PARCEL NO. 1:
TOWNSHIP 12 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 33: NW¼

PARCEL NO. 2:
TOWNSHIP 12 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 33: SE¼ SAVE AND EXCEPT the following described tract:

Beginning at the Southeast corner of said Section 33, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence North 89°44'00" West along the South line of Section 33 for a distance of 277.37 feet;
Thence North 03°02'58" East for a distance of 46.27 feet to a ½ inch rebar;
Thence North 03°02'58" East for a distance of 189.40 feet to a ½ inch rebar;
Thence South 89°43'42" East for a distance of 224.14 feet to a ½ inch rebar;
Thence South 89°43'42" East for a distance of 39.41 feet to the East line of Section 33;
Thence South 00°18'49" East along the East line of Section 33 for a distance of 235.38 feet to the Point of Beginning

PARCEL NO. 3:
Easement parcel for the benefit of Parcel Nos. 1 and 2 as created by Grant Of Easement executed by Dean Compton and Carol B. Compton, husband and wife to F. James Rigby and Jeanette Rigby, husband and wife, and Rigby Farms, dated October 10, 1983 and recorded October 26, 1983 as Instrument No. 155794 on Film No. 160, records of Cassia County, Idaho, more particularly described as follows:

TOWNSHIP 12 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 33: Beginning at a point 60 feet South of the Northeast corner of the SW¼ of said Section 33, the True Point of Beginning;
Thence 60 feet North;
Thence 60 feet West;
Thence Southeasterly in a straight line to the True Point of Beginning.

PARCEL NO. 4:
TOWNSHIP 13 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 3: Lots 3 and 4, S½NW¼, S½NE¼, EXCEPT the following described tracts:

Tract No. 1:
Beginning at the Northeast corner of said SE¼NE¼;
Thence South 1241 feet;



Order Number: 14239780

Warranty Deed

For value received,

Sawtooth Mountain Seed Farms LLC, an Idaho limited liability company

the grantor, does hereby grant, bargain, sell, and convey unto

Dusty Farms, LLC, an Idaho limited liability company

whose current address is 301 Scott Avenue Ste #2 Rupert, ID 83350

the grantee, the following described premises, in Cassia County, Idaho, to wit:

PARCEL NO. 1:
TOWNSHIP 12 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 33: NW¼

PARCEL NO. 2:
TOWNSHIP 12 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 33: SE¼ SAVE AND EXCEPT the following described tract:

Beginning at the Southeast corner of said Section 33, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence North 89°44'00" West along the South line of Section 33 for a distance of 277.37 feet;
Thence North 03°02'58" East for a distance of 46.27 feet to a ½ inch rebar;
Thence North 03°02'58" East for a distance of 189.40 feet to a ½ inch rebar;
Thence South 89°43'42" East for a distance of 224.14 feet to a ½ inch rebar;
Thence South 89°43'42" East for a distance of 39.41 feet to the East line of Section 33;
Thence South 00°18'49" East along the East line of Section 33 for a distance of 235.38 feet to the Point of Beginning

PARCEL NO. 3:
Easement parcel for the benefit of Parcel Nos. 1 and 2 as created by Grant Of Easement executed by Dean Compton and Carol B. Compton, husband and wife to F. James Rigby and Jeanette Rigby, husband and wife, and Rigby Farms, dated October 10, 1983 and recorded October 26, 1983 as Instrument No. 155794 on Film No. 160, records of Cassia County, Idaho, more particularly described as follows:

TOWNSHIP 12 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 33: Beginning at a point 60 feet South of the Northeast corner of the SW¼ of said Section 33, the True Point of Beginning;
Thence 60 feet North;
Thence 60 feet West;
Thence Southeasterly in a straight line to the True Point of Beginning.

PARCEL NO. 4:
TOWNSHIP 13 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 3: Lots 3 and 4, S½NW¼, S½NE¼, EXCEPT the following described tracts:

Tract No. 1:
Beginning at the Northeast corner of said SE¼NE¼;
Thence South 1241 feet;

Thence Northwesterly 1502 feet, more or less, to a point which is 837 feet West of the Northeast corner of said SE¼NE¼;
Thence East 837 feet to the Point of Beginning.

Tract No. 2:

Beginning at the East ¼ section corner of said Section 3, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; thence North 00°12'48" East along the East line of Section 3 for a distance of 62.74 feet to the property line common to Rigby and Zollinger, also being the West right of way of the Sublett Road; thence North 33°43'10" West (Northwesterly, rec.) between the Rigby and Zollinger property and along said right of way for a distance of 629.53 feet to the Point of Beginning;
Thence South 62°17'11" West for a distance of 2.94 feet to a ½ inch rebar;
Thence South 62°17'11" West for a distance of 171.34 feet to a ½ inch rebar;
Thence North 62°58'54" West for a distance of 123.83 feet to a ½ inch rebar;
Thence North 36°36'01" West for a distance of 137.88 feet to a ½ inch rebar;
Thence North 69°19'03" East for a distance of 244.84 feet to a ½ inch rebar;
Thence North 69°19'03" East for a distance of 2.30 feet to the property line common to Rigby and Zollinger and the West right of way of Sublett Road;
Thence South 33°43'10" East (Southeasterly, rec.) between the Rigby and Zollinger property and along said right of way for a distance of 208.21 feet to the Point of Beginning.

Tract No. 3:

Beginning at the Northwest corner of Section 3, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence South 89°58'02" East along the North line of Section 4 for a distance of 956.75 feet;
Thence South 00°08'36" West for a distance of 25.64 feet to a ½ rebar;
Thence South 00°08'36" West for a distance of 24.92 feet;
Thence along a non-tangent curve to the left for a distance of 1310.09 feet, said curve having a radius of 1305.60 feet and a central angle of 57°29'35" with a long chord bearing of South 43°50'49" West for a distance of 1255.82 feet;
Thence North 89°58'02" West for a distance of 55.75 feet to a ½ inch rebar;
Thence North 89°58'02" West for a distance of 33.32 feet to the West line of Section 3;
Thence North 00°08'36" East along the West line of Section 3 for a distance of 956.75 feet to the Point of Beginning.

Tract No. 4:

Beginning at the Northeast corner of Section 3, said corner marked by a 5/8 inch rebar; Thence South 00°12'48" West along the east line of Section 3 for a distance of 1303.74 feet to the Northeast corner of the SE¼NE¼ of Section 3; Thence North 89°34'41" West (West, rec.) along the north line of the SE¼NE¼ of Section 3 for a distance of 837.00 feet; Thence South 33°43'10" East (Southeasterly, rec.) for a distance of 96.59 feet to the Point of Beginning;
Thence South 33°43'10" East (Southeasterly, rec.) for a distance of 565.07 feet;
Thence South 69°19'03" West for a distance of 2.30 feet to a ½ inch rebar;
Thence South 69°19'03" West for a distance of 269.90 feet to a ½ inch rebar;
Thence North 40°19'31" West for a distance of 507.03 feet to a ½ inch rebar;
Thence North 56°16'50" East for a distance of 323.52 feet to the Point of Beginning.

PARCEL NO. 5:

TOWNSHIP 13 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 3: That portion of Lots 1 and 2 lying South and West of Sublett Road,

EXCEPTING THEREFROM, the following described:

Beginning at the Northeast section corner of said Section 3, said corner marked by a 5/8 inch rebar; Thence North 89°58'08" West (West rec.) along the North section line for a distance of 1483.00 feet; Thence South 00°01'52" West (South rec.) for a distance of 425.00 feet to the centerline of Sublett Road; Thence South 50°58'08" East along said centerline for a distance of 32.67 feet to the Point of Beginning;
Thence South 50°58'08" East along the centerline for a distance of 329.21 feet;
Thence South 39°01'52" West for a distance of 25.33 feet to a ½ inch rebar;
Thence South 68°13'28" West for a distance of 53.09 feet to a ½ inch rebar;
Thence North 64°57'11" West for a distance of 161.09 feet to a ½ inch rebar;
Thence North 41°46'22" West for a distance of 148.90 feet to a ½ inch rebar;
Thence North 39°01'52" East for a distance of 61.48 feet to a ½ inch rebar;
Thence North 39°01'52" East for a distance of 25.33 feet to the Point of Beginning.

PARCEL NO. 6:
TOWNSHIP 13 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 3: Part of the NW1/4NW1/4, more particularly described as follows:

Beginning at the Northwest corner of Section 3, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;

Thence South 89°58'02" East along the north line of Section 3 for a distance of 956.75 feet;

Thence South 00°08'36" West for a distance of 25.64 feet to a 1/2 inch rebar;

Thence South 00°08'36" West for a distance of 24.92 feet;

Thence along a non-tangent curve to the left for a distance of 1310.09 feet, said curve having a radius of 1305.60 feet and a central angle of 57°29'35" with a long chord bearing of South 43°50'49" West for a distance of 1255.82 feet;

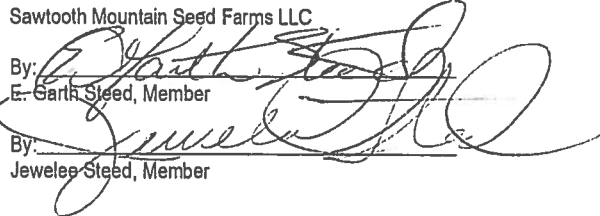
Thence North 89°58'02" West for a distance of 55.75 feet to a 1/2 inch rebar;

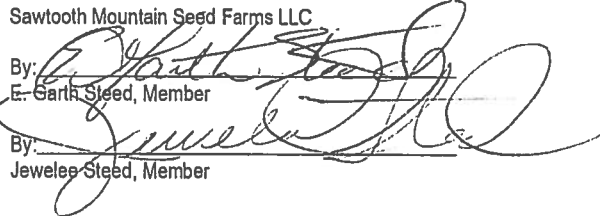
Thence North 89°58'02" West for a distance of 33.32 feet to the west line of Section 3;

Thence North 00°08'36" East along the west line of Section 3 for a distance of 956.75 feet to the Point of Beginning.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Sawtooth Mountain Seed Farms LLC

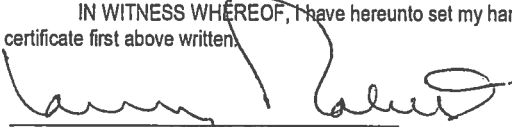
By: 
E. Garth Steed, Member

By: 
Jewelée Steed, Member

State of Idaho, County of Cassia, ss.

On this 6th day of January 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared E. Garth Steed and Jewelée Steed, known or identified to me to be a Member of the limited liability company that executed the within instrument and acknowledged to me that they executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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


Notary Public for Idaho
My Commission Expires: 6-30-15

Larry Roberts
Notary Public
State of Idaho

Prepared by and Return to:
Stanley B. Collins
P.O. Box 98
Malta, Idaho 83342-0098

CASSIA COUNTY
RECORDED FOR
STANLEY COLLINS
10:03:01 am 10-25-2007
2007-318996
NO. PAGES: 4 FEE: \$12.00
LARRY A. NICKELSEN
COUNTY CLERK
DEPUTY: VIKI

pus-1-5

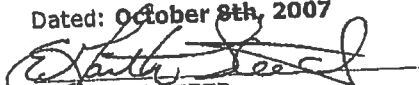
WARRANTY DEED

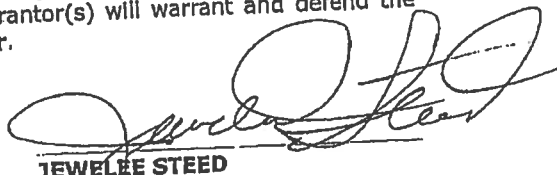
FOR VALUE RECEIVED, **E. GARTH STEED and JEWELLEE STEED, husband and wife**, the Grantors, does hereby grant, bargain sell and convey unto **SAWTOOTH MOUNTAIN SEED FARMS, LLC, an Idaho limited liability company**, the Grantee, whose current address is **3239 East 1443 South, Malta, Idaho 83342-7709** the following described premises, in Cassia County, Idaho, to wit:

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

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes, assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

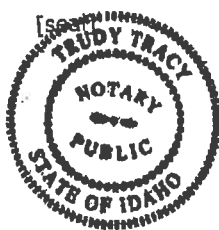
Dated: **October 8th, 2007**


E. GARTH STEED


JEWELLEE STEED

**STATE OF IDAHO
COUNTY OF CASSIA**

THE FOREGOING INSTRUMENT was acknowledged before me on **October 11th, 2007** by **E. GARTH STEED and JEWELLEE STEED, husband and wife**, who provided their Driver's Licenses as Identification.



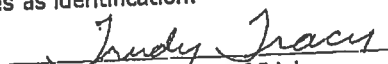

Notary Public, State of Idaho
My Commission Expires: **11-13-2012**

EXHIBIT "A"

PARCEL NO. 1

TOWNSHIP 12 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 33: NW¼

PARCEL NO. 2:

TOWNSHIP 12 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 33: SE¼

SAVE AND EXCEPT the following described tract:

Beginning at the Southeast corner of said Section 33, said corner marked by a 5/8
Inch rebar which shall be the Point of Beginning;
Thence North 89°44'00" West along the South line of Section 33 for a distance of
277.37 feet;
Thence North 03°02'58" East for a distance of 46.27 feet to a ¼ Inch rebar;
Thence North 03°02'58" East for a distance of 189.40 feet to a ½ Inch rebar;
Thence South 89°43'42" East for a distance of 224.14 feet to a ¼ inch rebar;
Thence South 89°43'42" East for a distance of 39.41 feet to the East line of Section 33;
Thence South 00°18'49" East along the East line of Section 33 for a distance of
235.38 feet to the Point of Beginning

PARCEL NO. 3

TOWNSHIP 13 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 3: Lots 3 and 4, S½NW¼, S½NE¼, EXCEPT the following described tracts:

Tract No. 1:

Beginning at the Northeast corner of said SE½NE¼;
Thence South 1241 feet;
Thence Northwesterly 1502 feet, more or less, to a point which is 837 feet West
of the Northeast corner of said SE½NE¼;
Thence East 837 feet to the Point of Beginning.

Tract No. 2:

Beginning at the East ¼ section corner of said Section 3, said corner marked by a 5/8 inch rebar with
a 3 inch cap on top; thence North 00°12'48" East along the East line of Section 3 for a
distance of 62.74 feet to the property line common to Rigby and Zollinger, also being the
West right of way of the Sublett Road; thence North 33°43'10" West (Northwesterly, rec.)
between the Rigby and Zollinger property and along said right of way for a distance of
629.53 feet to the Point of Beginning;
Thence South 62°17'11" West for a distance of 2.94 feet to a ¼ Inch rebar;
Thence South 62°17'11" West for a distance of 171.34 feet to a ½ inch rebar;
Thence North 62°58'54" West for a distance of 123.83 feet to a ¼ inch rebar;
Thence North 36°36'01" West for a distance of 137.88 feet to a ½ inch rebar;
Thence North 69°19'03" East for a distance of 244.84 feet to a ¼ inch rebar;
Thence North 69°19'03" East for a distance of 2.30 feet to the property line common
to Rigby and Zollinger and the West right of way of Sublett Road;
Thence South 33°43'10" East (Southeasterly, rec.) between the Rigby and Zollinger
property and along said right of way for a distance of 208.21 feet to the Point
of Beginning.

Tract No. 3:

Beginning at the Northwest corner of Section 3, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence South 89°58'02" East along the North line of Section 4 for a distance of 956.75 feet;
Thence South 00°08'36" West for a distance of 25.64 feet to a 1/2 rebar;
Thence South 00°08'36" West for a distance of 24.92 feet;
Thence along a non-tangent curve to the left for a distance of 1310.09 feet, said curve having a radius of 1305.60 feet and a central angle of 57°29'35" with a long chord bearing of South 43°50'49" West for a distance of 1255.82 feet;
Thence North 89°58'02" West for a distance of 55.75 feet to a 1/2 inch rebar;
Thence North 89°58'02" West for a distance of 33.32 feet to the West line of Section 3;
Thence North 00°08'36" East along the West line of Section 3 for a distance of 956.75 feet to the Point of Beginning.

Section 3:

That part of Lot 2, more particularly described as follows:

Beginning at the Southwest corner of said Lot 2;
Thence East 700 feet;
Thence Northwest to a point 700 feet North of the Southwest corner;
Thence South 700 feet to the Point of Beginning.

PARCEL NO. 4:

Easement parcel for the benefit of Parcel Nos. 1 and 2 as created by Grant Of Easement executed by Dean Compton and Carol B. Compton, husband and wife to F. James Rigby and Jeannette Rigby, husband and wife, and Rigby Farms, dated October 10, 1983 and recorded October 26, 1983 as Instrument No. 155794 on Film No. 160, records of Cassia County, Idaho, more particularly described as follows:

TOWNSHIP 12 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 33:

Beginning at a point 60 feet South of the Northeast corner of the SW 1/4 of said Section 33, the
"True Point of Beginning";
Thence 60 feet North;
Thence 60 feet West;
Thence Southeasterly in a straight line to the True Point of Beginning.

PARCEL NO. 5:

TOWNSHIP 13 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 3:

That portion of Lots 1 and 2 lying South and West of Sublett Road,

EXCEPTING THEREFROM, the following tracts:

Tract No. 1:

Beginning at the Southwest corner of said Lot 2,
Thence East 700 feet;
Thence Northwest to a point 700 feet North of the Southwest corner;
Thence South 700 feet to the Point of Beginning.

Tract No. 2:

Beginning at the Northeast section corner of said Section 3, said corner marked by a 5/8 inch rebar; Thence North 89°58'08" West (West rec.) along the North section line for a distance of 1483.00 feet; Thence South 00°01'52" West (South rec.) for a distance of 425.00 feet to the centerline of Sublett Road; Thence South 50°58'08" East along said centerline for a distance of 32.67 feet to the Point of Beginning;

Thence South 50°58'08" East along the centerline for a distance of 329.21 feet; Thence South 39°01'52" West for a distance of 25.33 feet to a 1/4 inch rebar; Thence South 68°13'28" West for a distance of 53.09 feet to a 1/4 inch rebar; Thence North 64°57'11" West for a distance of 161.09 feet to a 1/2 inch rebar; Thence North 41°46'22" West for a distance of 148.90 feet to a 1/2 inch rebar; Thence North 39°01'52" East for a distance of 61.48 feet to a 1/2 inch rebar; Thence North 39°01'52" East for a distance of 25.33 feet to the Point of Beginning.

TOGETHER WITH 24 SHARES of water stock in the SUBLETT IRRIGATION COMPANY.

ALSO TOGETHER with the following water rights registered with the State of Idaho Department of Water Resources: Water Right Number(s): 43-10339; 43-10338; 43-10334 and 43-2486.

WARRANTY DEED

1 THIS INDENTURE, made this ~~22~~²⁴ day of March, 2005, between Rigby
2 Farms, a partnership and F. James Rigby and Jeanette Rigby, husband and wife,
3 ("Grantors"), whose address is 3144 E 1400 S, Malta, Idaho 83342, and E. Garth
4 Steed and Jewelee C. Steed, husband and wife, of 3380 South Reed Springs Road,
5 Almo, Idaho 83312, ("Grantee").
6

WITNESSETH:

7
8 The Grantors for and in consideration of the sum of Ten Dollars
9 (\$10.00), lawful money of the United States of America, and other good and valuable
10 consideration, to the Grantors in hand paid by the Grantee, the receipt whereof is
11 hereby acknowledged, has granted, bargained, and sold and by these presents does
12 grant, bargain and sell, convey and confirm unto the Grantee, and to the heirs and
13 assigns of Grantee forever, all of the following described real estate situated in the
14 County of Cassia, State of Idaho, to-wit:
15

16 See Exhibit A attached hereto and by this reference made a part hereof
17

18 SUBJECT TO: Accruing taxes, levies and assessments
19 and exceptions 1 through 24 on Schedule B of Title Order
20 #40018 of Land Title & Escrow, Inc., dated March 11,
21 2005.

22 TOGETHER with all and singular the tenements, hereditaments and
23 appurtenances thereunto belonging or in anywise appertaining, the reversion and
24 reversions, remainder and remainders, rents, issues and profits thereof, and all
25 estate, right, title and interest in and to said property as well in law as in equity of the
26

WARRANTY DEED - 1

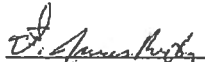
Grantors.

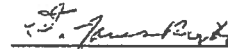
TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, together with appurtenances unto the Grantee and to the heirs and assigns of Grantee forever.

The Grantors shall and will warrant and by these presents will forever defend the said premises in the quiet and peaceable possession of the Grantee, and the heirs and assigns of Grantee against all and every person and persons whomsoever lawfully claiming the same, except as aforesaid.

IN WITNESS WHEREOF, the Grantors have executed this Deed the day and year first above written.

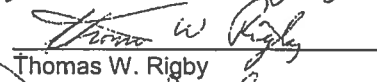
RIGBY FARMS, a partnership

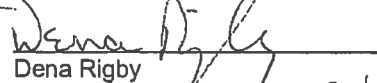

F. James Rigby

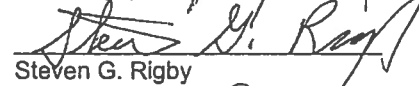

F. James Rigby

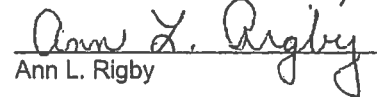

Jeanette Rigby


Jeanette Rigby


Thomas W. Rigby

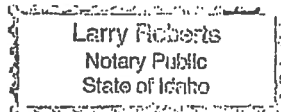

Dena Rigby

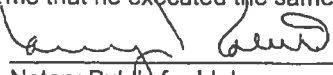

Steven G. Rigby


Ann L. Rigby

1 STATE OF IDAHO)
2) ss.
3 County of Cassia)

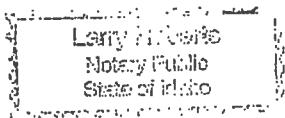
4 On this 22 day of March, in the year of 2005, before me, the
5 undersigned, a Notary Public in and for said State, personally appeared F. JAMES
6 RIGBY, known or identified to me to be the person whose name is subscribed to the
7 within instrument, and acknowledged to me that he executed the same.

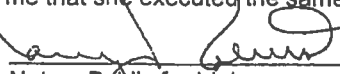


8 
9 Notary Public for Idaho
10 Residing at Burley, ID
11 My Commission expires 6-30-09

12 STATE OF IDAHO)
13) ss.
14 County of Cassia)

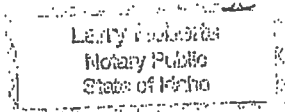
15 On this 22 day of March, in the year of 2005, before me, the
16 undersigned, a Notary Public in and for said State, personally appeared JEANETTE
17 RIGBY, known or identified to me to be the person whose name is subscribed to the
18 within instrument, and acknowledged to me that she executed the same.



19 
20 Notary Public for Idaho
21 Residing at Burley, ID
22 My Commission expires 6-30-09

23 STATE OF IDAHO)
24) ss.
25 County of Cassia)

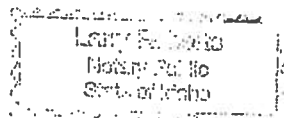
26 On this 22 day of March, in the year 2005, before me, the undersigned,
a Notary Public in and for said State, personally appeared F. JAMES RIGBY, known
or identified to me to be the partner or one of the partners of the partnership of
RIGBY FARMS, and the partner or one of the partners who subscribed said
partnership name to the foregoing instrument, and acknowledged to me that he
executed the same in said partnership name.

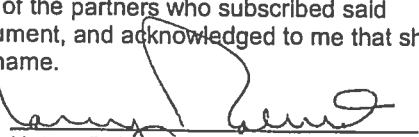



Notary Public for Idaho
Residing at Burley, ID
My Commission expires on 6-30-09

1 STATE OF IDAHO)
2) ss.
3 County of Cassia)

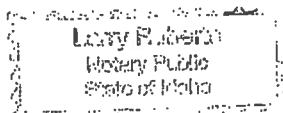
4 On this 22 day of March, in the year 2005, before me, the undersigned,
5 a Notary Public in and for said State, personally appeared JEANNETTE RIGBY,
6 known or identified to me to be the partner or one of the partners of the partnership of
7 RIGBY FARMS, and the partner or one of the partners who subscribed said
8 partnership name to the foregoing instrument, and acknowledged to me that she
9 executed the same in said partnership name.

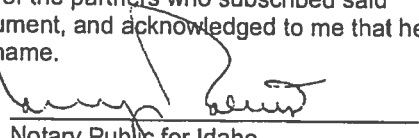



Notary Public for Idaho
Residing at Burley, ID
My Commission expires on 6-30-09

10 STATE OF IDAHO)
11) ss.
12 County of Cassia)

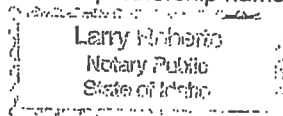
13 On this 22 day of March, in the year 2005, before me, the undersigned,
14 a Notary Public in and for said State, personally appeared THOMAS W. RIGBY,
15 known or identified to me to be the partner or one of the partners of the partnership of
16 RIGBY FARMS, and the partner or one of the partners who subscribed said
17 partnership name to the foregoing instrument, and acknowledged to me that he
18 executed the same in said partnership name.




Notary Public for Idaho
Residing at Burley, ID
My Commission expires on 6-30-09

1 STATE OF IDAHO)
2) ss.
3 County of Cassia)

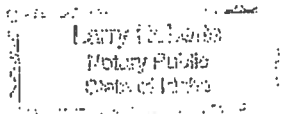
4 On this 22 day of March, in the year 2005, before me, the undersigned,
5 a Notary Public in and for said State, personally appeared DENA RIGBY, known or
6 identified to me to be the partner or one of the partners of the partnership of RIGBY
7 FARMS, and the partner or one of the partners who subscribed said partnership
8 name to the foregoing instrument, and acknowledged to me that she executed the
9 same in said partnership name.

10 
11 Larry R. Roberts
12 Notary Public
13 State of Idaho

14 
15 Notary Public for Idaho
16 Residing at Burley, ID
17 My Commission expires on 6-30-09

18 STATE OF IDAHO)
19) ss.
20 County of Cassia)

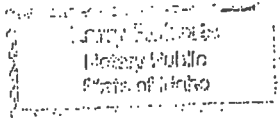
21 On this 22 day of March, in the year 2005, before me, the undersigned,
22 a Notary Public in and for said State, personally appeared STEVEN G. RIGBY,
23 known or identified to me to be the partner or one of the partners of the partnership of
24 RIGBY FARMS, and the partner or one of the partners who subscribed said
25 partnership name to the foregoing instrument, and acknowledged to me that he
26 executed the same in said partnership name.

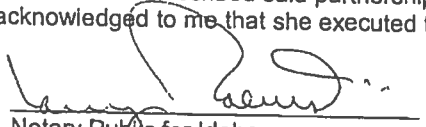
27 
28 Larry R. Roberts
29 Notary Public
30 State of Idaho

31 
32 Notary Public for Idaho
33 Residing at Burley, ID
34 My Commission expires on 6-30-09

1 STATE OF IDAHO)
2) ss.
3 County of Cassia)

4 On this 22 day of March, in the year 2005, before me, the undersigned,
5 a Notary Public in and for said State, personally appeared ANN L. RIGBY, known or
6 identified to me to be the partner or one of the partners of the partnership of RIGBY
7 FARMS, and the partner or one of the partners who subscribed said partnership
8 name to the foregoing instrument, and acknowledged to me that she executed the
9 same in said partnership name.




Notary Public for Idaho
Residing at Burley, ID.
My Commission expires on 6-30-09

PARSONS, SMITH & STONE, LLP
LAWYERS
BURLEY, IDAHO

EXHIBIT "A"

PARCEL NO. 1

TOWNSHIP 12 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 33: NW¼

PARCEL NO. 2:

TOWNSHIP 12 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 33: SE¼

SAVE AND EXCEPT the following described tract:

Beginning at the Southeast corner of said Section 33, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence North 89°44'00" West along the South line of Section 33 for a distance of 277.37 feet;
Thence North 03°02'58" East for a distance of 46.27 feet to a ½ inch rebar;
Thence North 03°02'58" East for a distance of 189.40 feet to a ½ inch rebar;
Thence South 89°43'42" East for a distance of 224.14 feet to a ½ inch rebar;
Thence South 89°43'42" East for a distance of 39.41 feet to the East line of Section 33;
Thence South 00°18'49" East along the East line of Section 33 for a distance of 235.38 feet to the Point of Beginning

PARCEL NO. 3

TOWNSHIP 13 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 3: Lots 3 and 4, S¼NW¼, S¼NE¼, EXCEPT the following described tracts:

Tract No. 1:

Beginning at the Northeast corner of said SE¼NE¼;
Thence South 1241 feet;
Thence Northwesterly 1502 feet, more or less, to a point which is 837 feet West of the Northeast corner of said SE¼NE¼;
Thence East 837 feet to the Point of Beginning.

-Continued-

CONTINUATION

EXHIBIT "A"

Tract No. 2:

Beginning at the East ¼ section corner of said Section 3, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; thence North 00°12'48" East along the East line of Section 3 for a distance of 62.74 feet to the property line common to Rigby and Zollinger, also being the West right of way of the Sublett Road; thence North 33°43'10" West (Northwesterly, rec.) between the Rigby and Zollinger property and along said right of way for a distance of 629.53 feet to the Point of Beginning;

Thence South 62°17'11" West for a distance of 2.94 feet to a ½ inch rebar;

Thence South 62°17'11" West for a distance of 171.34 feet to a ½ inch rebar;

Thence North 62°58'54" West for a distance of 123.83 feet to a ½ inch rebar;

Thence North 36°36'01" West for a distance of 137.88 feet to a ½ inch rebar;

Thence North 69°19'03" East for a distance of 244.84 feet to a ½ inch rebar;

Thence North 69°19'03" East for a distance of 2.30 feet to the property line common to Rigby and Zollinger and the West right of way of Sublett Road;

Thence South 33°43'10" East (Southeasterly, rec.) between the Rigby and Zollinger property and along said right of way for a distance of 208.21 feet to the Point of Beginning.

Section 3:

That part of Lot 2, more particularly described as follows:

Beginning at the Southwest corner of said Lot 2;

Thence East 700 feet;

Thence Northwest to a point 700 feet North of the Southwest corner;

Thence South 700 feet to the Point of Beginning.

PARCEL NO. 4:

Easement parcel for the benefit of Parcel Nos. 1 and 2 as created by Grant Of Easement executed by Dean Compton and Carol B. Compton, husband and wife to F. James Rigby and Jeanette Rigby, husband and wife, and Rigby Farms, dated October 10, 1983 and recorded October 26, 1983 as Instrument No. 155794 on Film No. 160, records of Cassia County, Idaho, more particularly described as follows:

TOWNSHIP 12 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 33:

Beginning at a point 60 feet South of the Northeast corner of the SW¼ of said Section 33, the "True Point of Beginning";

Thence 60 feet North;

Thence 60 feet West;

Thence Southeasterly in a straight line to the True Point of Beginning.

EXHIBIT A

24 SHARES OF SUBLET IRRIGATION DISTRICT AND
WATER RIGHT NUMBERS 43-10334, 43-10339, 43-2486, 43-
10338V1 and 43-10338

301053

CASSIA COUNTY, IDAHO
LARRY A. MICKELSEN

RECORDER

FEE *2700* DEPUTY *46*

2005 MAR 22 PM 3 23

RECORDED AT THE REQUEST OF
LAND TITLE & ESTATE