

Transfer No. 77700

Receipt No. E037242

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

1. Applicant Information STEVECO CANYON FARMS INC
C/O MIKE STEVENS
3977 E 170 N
RIGBY ID 83442

RECEIVED

JAN 12 2007

Department of Water Resources
Eastern Region

Will this transfer result in an ownership change? _____ Yes X No

2. Current Water Right**Part 2 Attached for Each Right**

	Origin/Basis	Rate	Volume	Acre Limit	Total Acres	Source
22-7230	WR/License	3.48	1,477.2	2,189.0	2,725.4	GROUND WATER
22-7103	WR/License	8.00	1,890.0	540.0	2,725.4	CANYON CREEK
22-7069	WR/License	2.00	525.0	150.0	2,725.4	CANYON CREEK
22-7661	WR/License	6.00	2,547.0	1,820.0	2,725.4	GROUND WATER
22-7114	WR/License	2.94	1,248.0		2,725.4	CANYON CREEK

3. Purpose of Transfer (Change Proposed)**Part 3A Attached for Each Proposed Right****Part 3B Attached for Each Split Right**

Right	Split	POD	POU	Add POD	Period of Use	Nature of Use
22-7230	NO	NO	YES	NO	NO	NO
22-7103	NO	NO	YES	NO	NO	NO
22-7069	NO	NO	YES	NO	NO	NO
22-7661	NO	NO	YES	NO	NO	NO
22-7114	NO	NO	YES	NO	NO	NO

Describe the reason for the proposed changes

The purpose of this transfer is to rearrange the POU to more accurately reflect where the water is currently being used, and to cover the POU under a new pivot.

4. FOR CHANGES IN NATURE OF USE ONLY

A. Describe the expected quantity of the return flows and location of discharge after the proposed change

B. Describe the effects on other water uses resulting from the proposed change

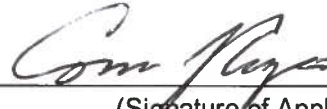
5. Total Amounts Transferred

	Rate	Acre Limit	Total Acres	Volume
22-7230	3.48 cfs	2,189.0	2,725.4	1,477.2 af
22-7103	8.00 cfs	540.0	2,725.4	1,890.0 af
22-7069	2.00 cfs	150.0	2,725.4	525.0 af
22-7661	6.00 cfs	1,820.0	2,725.4	2,547.0 af
22-7114	2.94 cfs	1,702.0	2,725.4	1,248.0 af
TOTAL	18.94 cfs	2,725.4	2,725.4	6,439.2 af

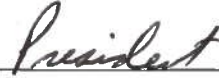
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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in voiding its approval.



(Signature of Applicant)



(Title or Office)

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 22-7230

Priority Date: May 03, 1977

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	4/01	11/01	3.48 CFS	1,477.2 AFA	
	Total Diversion		3.48 CFS	1,477.2 AFA	

Source and Point(s) of Diversion:

GROUND WATER SENWSE Sec. 13 Twp 06N Rge 42E MADISON County
(Injection)

GROUND WATER SENWSE Sec. 13 Twp 06N Rge 42E MADISON County
(Rediversion)

GROUND WATER SENWSE Sec. 13 Twp 06N Rge 42E MADISON County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	42E	1											13.0	13.0			13.0	5.6	44.6
06N	42E	11									11.0	29.0	40.0	40.0	39.0	22.0	37.0	37.0	255.0
06N	42E	12	6.4	33.0	6.5	27.0	40.0	40.0	40.0	27.0	1.8	35.0	24.0	3.5	39.0	33.0	38.0	39.0	433.2
06N	42E	13	40.0	17.0	8.3	34.0		25.0	39.0	13.0	40.0	40.0	40.0	40.0	30.0	17.0	31.0	18.0	432.3
06N	42E	14	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0			40.0	40.0	40.0	40.0	560.0
06N	42E	15	40.0	40.0	40.0	40.0	40.0			40.0	40.0				40.0	40.0			360.0
06N	42E	23	25.0	2.1		4.7													31.8
06N	42E	24	12.0	40.0	40.0	17.0	40.0	12.0		40.0									201.0
06N	43E	7									40.0	28.0 L 3	28.0 L 4	40.0	12.0		35.0	40.0	223.0
06N	43E	18	40.0	39.0		40.0	37.0	27.0 L 1	1.5 L 2										184.5

Total Acres: 2725.4

Conditions/Remarks:

1. 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.
2. Water diverted under this right is exchanged by injecting water diverted under this right into Canyon Creek at the point of injection described above, and diverting an equal amount from Canyon Creek at the point of rediversion described above.
3. The rate of rediversion from Canyon Creek shall not exceed the rate of injection into Canyon Creek from the exchange well.
4. The rights listed below are limited to the irrigation of a combined total of 2725.4 acres in a single irrigation season. Combined Right Nos.: 22-7069, 22-7103, and 22-7230.
5. The rights listed below are limited to a total combined diversion rate of 12.94 cfs and to a total combined annual diversion volume of 3892.2 AF. Combined Right Nos.: 22-7069, 22-7103, and 22-7230.
6. The following rights are also diverted through point of rediversion described above: 22-7069 and 22-7103.
7. Use of water under this right is combined with water from Canyon Creek Canal Company.
8. Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
9. This right is limited to the irrigation of 2189 acres within the place of use described above in a single irrigation season.

Documentation of Ownership of the Current Place of Use

2011 tax lot data, and a 2011 letter from Mike Stevens (Steveco Canyon Farms) concurring with the transfer.

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

NO

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer

It will be dry.

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

NO

Transfer No. 77700

Receipt No. _____

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 22-7103

Priority Date: September 03, 1974

Origin: Water Right

Basis: Decreed

Status: Active

Source: CANYON CREEK**Tributary:** TETON RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	4/01 11/01	8.00 CFS	1,890.0 AFA	
	Total Diversion	8.00 CFS	1,890.0 AFA	

Source and Point(s) of Diversion:

CANYON CREEK SENWSE Sec. 13 Twp 06N Rge 42E MADISON County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N 42E 1											13.0	13.0			13.0	5.6	44.6
06N 42E 11									11.0	29.0	40.0	40.0	39.0	22.0	37.0	37.0	255.0
06N 42E 12	6.4	33.0	6.5	27.0	40.0	40.0	40.0	27.0	1.8	35.0	24.0	3.5	39.0	33.0	38.0	39.0	433.2
06N 42E 13	40.0	17.0	8.3	34.0		25.0	39.0	13.0	40.0	40.0	40.0	40.0	30.0	17.0	31.0	18.0	432.3
06N 42E 14	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0			40.0	40.0	40.0	40.0	560.0
06N 42E 15	40.0	40.0	40.0	40.0	40.0			40.0	40.0				40.0	40.0			360.0
06N 42E 23	25.0	2.1		4.7													31.8
06N 42E 24	12.0	40.0	40.0	17.0	40.0	12.0		40.0									201.0
06N 43E 7									40.0	28.0	28.0	40.0	12.0		35.0	40.0	223.0
										L 3	L 4						
06N 43E 18	40.0	39.0		40.0	37.0	27.0	1.5										184.5
						L 1	L 2										

Total Acres: 2725.4

Conditions/Remarks:

1. 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.

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2. Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
3. The rights listed below are limited to the irrigation of a combined total of 2725.4 acres in a single irrigation season. Combined Right Nos.: 22-7069, 22-7103, and 22-7230.
4. The rights listed below are limited to a total combined diversion rate of 12.94 cfs and to a total combined annual diversion volume of 3892.2 AF. Combined Right Nos.: 22-7069, 22-7103, and 22-7230.
5. The following rights are also diverted through point of diversion described above: 22-7069 and 22-7230.
6. Use of water under this right is combined with water from Canyon Creek Canal Company.
7. This right is limited to the irrigation of 540 acres within the place of use described above in a single irrigation season.

Documentation of Ownership of the Current Place of Use

2011 tax lot data, and a 2011 letter from Mike Stevens (Steveco Canyon Farms) concurring with the transfer.

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

NO

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer

It will be dry.

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

NO

Transfer No. 77700

Receipt No. _____

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 22-7069

Priority Date: April 19, 1973

Origin: Water Right

Basis: Decreed

Status: Active

Source: CANYON CREEK**Tributary:** TETON RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	4/01 11/01	2.00 CFS	525.0 AFA	
	Total Diversion	2.00 CFS	525.0 AFA	

Source and Point(s) of Diversion:

CANYON CREEK SENWSE Sec. 13 Twp 06N Rge 42E MADISON County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N 42E 1											13.0	13.0			13.0	5.6	44.6
06N 42E 11									11.0	29.0	40.0	40.0	39.0	22.0	37.0	37.0	255.0
06N 42E 12	6.4	33.0	6.5	27.0	40.0	40.0	40.0	27.0	1.8	35.0	24.0	3.5	39.0	33.0	38.0	39.0	433.2
06N 42E 13	40.0	17.0	8.3	34.0		25.0	39.0	13.0	40.0	40.0	40.0	40.0	30.0	17.0	31.0	18.0	432.3
06N 42E 14	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0			40.0	40.0	40.0	40.0	560.0
06N 42E 15	40.0	40.0	40.0	40.0	40.0			40.0	40.0				40.0	40.0			360.0
06N 42E 23	25.0	2.1		4.7													31.8
06N 42E 24	12.0	40.0	40.0	17.0	40.0	12.0		40.0									201.0
06N 43E 7									40.0	28.0	28.0	40.0	12.0		35.0	40.0	223.0
										L 3	L 4						
06N 43E 18	40.0	39.0		40.0	37.0	27.0	1.5										184.5
						L 1	L 2										

Total Acres: 2725.4

Conditions/Remarks:

1. 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.

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2. The rights listed below are limited to the irrigation of a combined total of 2725.4 acres in a single irrigation season. Combined Right Nos.: 22-7069, 22-7103, and 22-7230.
3. The rights listed below are limited to a total combined diversion rate of 12.94 cfs and to a total combined annual diversion volume of 3892.2 AF. Combined Right Nos.: 22-7069, 22-7103, and 22-7230.
4. The following rights are also diverted through point of diversion described above: 22-7103 and 22-7230.
5. Use of water under this right is combined with water from Canyon Creek Canal Company.
6. This right is limited to the irrigation of 150 acres within the place of use described above in a single irrigation season.
7. Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Documentation of Ownership of the Current Place of Use

2011 tax lot data, and a 2011 letter from Mike Stevens (Steveco Canyon Farms) concurring with the transfer.

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

NO

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer

It will be dry.

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

NO

Transfer No. 77700
 Receipt No. _____

**IDAHO DEPARTMENT OF WATER RESOURCES
 APPLICATION FOR TRANSFER OF WATER RIGHT
 PART 2**

Current Water Right No. 22-7661

Priority Date: January 26, 1990

Origin: Water Right

Basis: License

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01	10/31	6.00 CFS	2,547.0 AFA	
	Total Diversion		6.00 CFS	2,547.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER	NWSE	Sec. 13 Twp 06N	Rge 42E	MADISON County
(Rediversion)				
GROUND WATER	SWSE	Sec. 13 Twp 06N	Rge 42E	MADISON County
GROUND WATER	SWSE	Sec. 13 Twp 06N	Rge 42E	MADISON County
(Injection)				

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	42E	1											13.0	13.0			13.0	5.6	44.6
06N	42E	11									11.0	29.0	40.0	40.0	39.0	22.0	37.0	37.0	255.0
06N	42E	12	6.4	33.0	6.5	27.0	40.0	40.0	40.0	27.0	1.8	35.0	24.0	3.5	39.0	33.0	38.0	39.0	433.2
06N	42E	13	40.0	17.0	8.3	34.0		25.0	39.0	13.0	40.0	40.0	40.0	40.0	30.0	17.0	31.0	18.0	432.3
06N	42E	14	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0			40.0	40.0	40.0	40.0	560.0
06N	42E	15	40.0	40.0	40.0	40.0	40.0			40.0	40.0				40.0	40.0			360.0
06N	42E	23	25.0	2.1		4.7													31.8
06N	42E	24	12.0	40.0	40.0	17.0	40.0	12.0		40.0									201.0
06N	43E	7									40.0	28.0	28.0	40.0	12.0		35.0	40.0	223.0
											L 3	L 4							
06N	43E	18	40.0	39.0		40.0	37.0	27.0	1.5										184.5
							L 1	L 2											

Total Acres: 2725.4

Conditions/Remarks:

77700

1. This right is limited to the irrigation of 1820 acres within the authorized place of use in a single irrigation season.
2. Rights 22-7069, 22-7103, 22-7114, 22-7230 and 22-7661 when combined shall not exceed the irrigation of 2725.4 acres.
3. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
4. The Director retains jurisdiction of the right to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.
5. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
6. Point of injection into and point of rediversion from Canyon Creek.
7. Use of water under this right is combined with water from Canyon Creek Canal Company.

Documentation of Ownership of the Current Place of Use

2011 tax lot data, and a 2011 letter from Mike Stevens (Steveco Canyon Farms) concurring with the transfer.

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

NO

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer

It will be dry.

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

NO

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 22-7114

Priority Date: November 20, 1974

Origin: Water Right

Basis: Decreed

Status: Active

Source: CANYON CREEK

Tributary: TETON RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	2.94 CFS	1,248.0 AFA	
	Total Diversion	2.94 CFS	1,248.0 AFA	

Source and Point(s) of Diversion:

CANYON CREEK NWSE

Sec. 13 Twp 06N Rge 42E MADISON County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N 42E 1											13.0	13.0			13.0	5.6	44.6
06N 42E 11									11.0	29.0	40.0	40.0	39.0	22.0	37.0	37.0	255.0
06N 42E 12	6.4	33.0	6.5	27.0	40.0	40.0	40.0	27.0	1.8	35.0	24.0	3.5	39.0	33.0	38.0	39.0	433.2
06N 42E 13	40.0	17.0	8.3	34.0		25.0	39.0	13.0	40.0	40.0	40.0	40.0	30.0	17.0	31.0	18.0	432.3
06N 42E 14	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0			40.0	40.0	40.0	40.0	560.0
06N 42E 15	40.0	40.0	40.0	40.0	40.0			40.0	40.0				40.0	40.0			360.0
06N 42E 23	25.0	2.1		4.7													31.8
06N 42E 24	12.0	40.0	40.0	17.0	40.0	12.0		40.0									201.0
06N 43E 7									40.0	28.0	28.0	40.0	12.0		35.0	40.0	223.0
										L 3	L 4						
06N 43E 18	40.0	39.0		40.0	37.0	27.0	1.5										184.5
						L 1	L 2										

Total Acres: 2725.4

Conditions/Remarks:

1. 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.

2. A measuring device of a type approved by IDWR shall be maintained as a part of the diverting works.
3. This right is limited to the irrigation of 1702 acres within the authorized place of use in a single irrigation season.
4. Rights 22-7069, 22-7103, 22-7114, and 22-7230 when combined shall not exceed a total diversion rate of 12.94 cfs and a total annual maximum diversion volume of 3892.2 af at the field headgate.
5. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
6. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District 01.
7. Rights 22-7069, 22-7103, 22-7114, 22-7230, and 22-7661 when combined shall not exceed the irrigation of 2725.4 acres.

Documentation of Ownership of the Current Place of Use

2011 tax lot data, and a 2011 letter from Mike Stevens (Steveco Canyon Farms) concurring with the transfer.

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

NO

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer

It will be dry.

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

NO

Transfer No. 77700
 Receipt No. _____

**IDAHO DEPARTMENT OF WATER RESOURCES
 APPLICATION FOR TRANSFER OF WATER RIGHT
 PART 3A**

Proposed Water Right No. 22-7230

Priority Date: May 03, 1977

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	4/01 11/01	3.48 CFS	1,477.2 AFA	
	Total Diversion	3.48 CFS	1,477.2 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SENWSE	Sec. 13 Twp 06N Rge 42E MADISON County
GROUND WATER (Injection)	SENWSE	Sec. 13 Twp 06N Rge 42E MADISON County
GROUND WATER (Rediversion)	SENWSE	Sec. 13 Twp 06N Rge 42E MADISON County

Describe the proposed diversion system

Point of Diversion # 1 well/pump into canyon creek
 Point of Diversion # 2 open discharge into canyon creek
 Point of Diversion # 3 pump plant on canyon creek

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N 42E 1											6.4	12.0			12.0	2.2	32.6
06N 42E 11				16.0					11.0	30.0	40.0	40.0	39.0	7.3	33.0	37.0	253.3
06N 42E 12	3.9	33.0	6.5	27.0	40.0	38.0	40.0	27.0	1.8	35.0	24.0	3.5	39.0	33.0	38.0	39.0	428.7
06N 42E 13	40.0	17.0	8.3	34.0		25.0	39.0	13.0	39.0	27.0	.6	39.0	30.0	17.0	31.0	18.0	377.9
06N 42E 14	40.0	40.0	40.0	40.0	40.0	40.0	39.0	40.0	40.0	39.0			40.0	40.0	40.0	32.0	550.0
06N 42E 15	36.0	39.0	40.0	38.0	11.0			17.0	1.1				9.5	19.0			210.6
06N 42E 24	12.0	40.0	40.0	17.0	40.0			40.0									189.0
06N 43E 7	12.0	13.0	39.0	37.0	4.5	4.0	28.0	37.0	40.0	28.0	28.0	40.0	23.0	12.0	35.0	40.0	420.5
06N 43E 18	40.0	39.0	35.0	36.0	37.0	L 1	L 2	40.0	1.5		L 3	L 4		5.8			262.8
						L 1	L 2										

Total Acres: 2725.4

Transfer No. 77700
 Receipt No. _____

**IDAHO DEPARTMENT OF WATER RESOURCES
 APPLICATION FOR TRANSFER OF WATER RIGHT
 PART 3A**

Proposed Water Right No. 22-7103

Priority Date: September 03, 1974

Origin: Water Right

Basis: Decreed

Status: Active

Source: CANYON CREEK

Tributary: TETON RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	4/01	11/01	8.00 CFS	1,890.0 AFA	
Total Diversion			8.00 CFS	1,890.0 AFA	

Source and Point(s) of Diversion:

CANYON CREEK SENWSE Sec. 13 Twp 06N Rge 42E MADISON County

Describe the proposed diversion system

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N 42E 1											6.4	12.0			12.0	2.2	32.6
06N 42E 11				16.0					11.0	30.0	40.0	40.0	39.0	7.3	33.0	37.0	253.3
06N 42E 12	3.9	33.0	6.5	27.0	40.0	38.0	40.0	27.0	1.8	35.0	24.0	3.5	39.0	33.0	38.0	39.0	428.7
06N 42E 13	40.0	17.0	8.3	34.0		25.0	39.0	13.0	39.0	27.0	.6	39.0	30.0	17.0	31.0	18.0	377.9
06N 42E 14	40.0	40.0	40.0	40.0	40.0	40.0	39.0	40.0	40.0	39.0			40.0	40.0	40.0	32.0	550.0
06N 42E 15	36.0	39.0	40.0	38.0	11.0			17.0	1.1				9.5	19.0			210.6
06N 42E 24	12.0	40.0	40.0	17.0	40.0			40.0									189.0
06N 43E 7	12.0	13.0	39.0	37.0	4.5	4.0	28.0	37.0	40.0	28.0	28.0	40.0	23.0	12.0	35.0	40.0	420.5
06N 43E 18	40.0	39.0	35.0	36.0	37.0	27.0	1.5	40.0	1.5					5.8			262.8

Total Acres: 2725.4

77700

Transfer No. 77700
 Receipt No. _____

**IDAHO DEPARTMENT OF WATER RESOURCES
 APPLICATION FOR TRANSFER OF WATER RIGHT
 PART 3A**

Proposed Water Right No. 22-7069

Priority Date: April 19, 1973

Origin: Water Right

Basis: Decreed

Status: Active

Source: CANYON CREEK

Tributary: TETON RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	4/01 11/01	2.00 CFS	525.0 AFA	
	Total Diversion	2.00 CFS	525.0 AFA	

Source and Point(s) of Diversion:

CANYON CREEK SENWSE Sec. 13 Twp 06N Rge 42E MADISON County

Describe the proposed diversion system

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	42E	1											6.4	12.0			12.0	2.2	32.6
06N	42E	11				16.0					11.0	30.0	40.0	40.0	39.0	7.3	33.0	37.0	253.3
06N	42E	12	3.9	33.0	6.5	27.0	40.0	38.0	40.0	27.0	1.8	35.0	24.0	3.5	39.0	33.0	38.0	39.0	428.7
06N	42E	13	40.0	17.0	8.3	34.0		25.0	39.0	13.0	39.0	27.0	.6	39.0	30.0	17.0	31.0	18.0	377.9
06N	42E	14	40.0	40.0	40.0	40.0	40.0	40.0	39.0	40.0	40.0	39.0			40.0	40.0	40.0	32.0	550.0
06N	42E	15	36.0	39.0	40.0	38.0	11.0			17.0	1.1				9.5	19.0			210.6
06N	42E	24	12.0	40.0	40.0	17.0	40.0			40.0									189.0
06N	43E	7	12.0	13.0	39.0	37.0	4.5	4.0	28.0	37.0	40.0	28.0	28.0	40.0	23.0	12.0	35.0	40.0	420.5
06N	43E	18	40.0	39.0	35.0	36.0	37.0	L 1 27.0	L 2 1.5	40.0	1.5	L 3	L 4			5.8			262.8
								L 1 L 2											

Total Acres: 2725.4

Transfer No. 77700

Receipt No. _____

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3A**

Proposed Water Right No. 22-7661

Priority Date:

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	6.00 CFS	2,547.0 AFA	
	Total Diversion	6.00 CFS	2,547.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER	NWSE	Sec. 13 Twp 06N	Rge 42E	MADISON County
(Rediversion)				

GROUND WATER	SWSE	Sec. 13 Twp 06N	Rge 42E	MADISON County
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GROUND WATER	SWSE	Sec. 13 Twp 06N	Rge 42E	MADISON County
(Injection)				

Describe the proposed diversion system

Point of Diversion # 1 pump plant on canyon creek

Point of Diversion # 2 well/pump into canyon creek

Point of Diversion # 3 open discharge into canyon creek

77700

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	42E	1											6.4	12.0			12.0	2.2	32.6
06N	42E	11				16.0					11.0	30.0	40.0	40.0	39.0	7.3	33.0	37.0	253.3
06N	42E	12	3.9	33.0	6.5	27.0	40.0	38.0	40.0	27.0	1.8	35.0	24.0	3.5	39.0	33.0	38.0	39.0	428.7
06N	42E	13	40.0	17.0	8.3	34.0		25.0	39.0	13.0	39.0	27.0	.6	39.0	30.0	17.0	31.0	18.0	377.9
06N	42E	14	40.0	40.0	40.0	40.0	40.0	40.0	39.0	40.0	40.0	39.0			40.0	40.0	40.0	32.0	550.0
06N	42E	15	36.0	39.0	40.0	38.0	11.0			17.0	1.1				9.5	19.0			210.6
06N	42E	24	12.0	40.0	40.0	17.0	40.0			40.0									189.0
06N	43E	7	12.0	13.0	39.0	37.0	4.5	4.0	28.0	37.0	40.0	28.0	28.0	40.0	23.0	12.0	35.0	40.0	420.5
06N	43E	18	40.0	39.0	35.0	36.0	37.0	L 1	L 2	40.0	1.5	L 3	L 4			5.8			262.8
								L 1	L 2										

Total Acres: 2725.4

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3A**

Proposed Water Right No. 22-7114

Priority Date: November 20, 1974

Origin: Water Right

Basis: Decreed

Status: Active

Source: CANYON CREEK

Tributary: TETON RIVER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	2.94 CFS	1,248.0 AFA	
	Total Diversion	2.94 CFS	1,248.0 AFA	

Source and Point(s) of Diversion:

CANYON CREEK NWSE

Sec. 13 Twp 06N Rge 42E MADISON County

Describe the proposed diversion system

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N 42E 1											6.4	12.0			12.0	2.2	32.6
06N 42E 11				16.0					11.0	30.0	40.0	40.0	39.0	7.3	33.0	37.0	253.3
06N 42E 12	3.9	33.0	6.5	27.0	40.0	38.0	40.0	27.0	1.8	35.0	24.0	3.5	39.0	33.0	38.0	39.0	428.7
06N 42E 13	40.0	17.0	8.3	34.0		25.0	39.0	13.0	39.0	27.0	.6	39.0	30.0	17.0	31.0	18.0	377.9
06N 42E 14	40.0	40.0	40.0	40.0	40.0	40.0	39.0	40.0	40.0	39.0			40.0	40.0	40.0	32.0	550.0
06N 42E 15	36.0	39.0	40.0	38.0	11.0			17.0	1.1				9.5	19.0			210.6
06N 42E 24	12.0	40.0	40.0	17.0	40.0			40.0									189.0
06N 43E 7	12.0	13.0	39.0	37.0	4.5	4.0	28.0	37.0	40.0	28.0	28.0	40.0	23.0	12.0	35.0	40.0	420.5
06N 43E 18	40.0	39.0	35.0	36.0	37.0	L 1	L 2	40.0	1.5		L 3	L 4		5.8			262.8
						L 1	L 2										

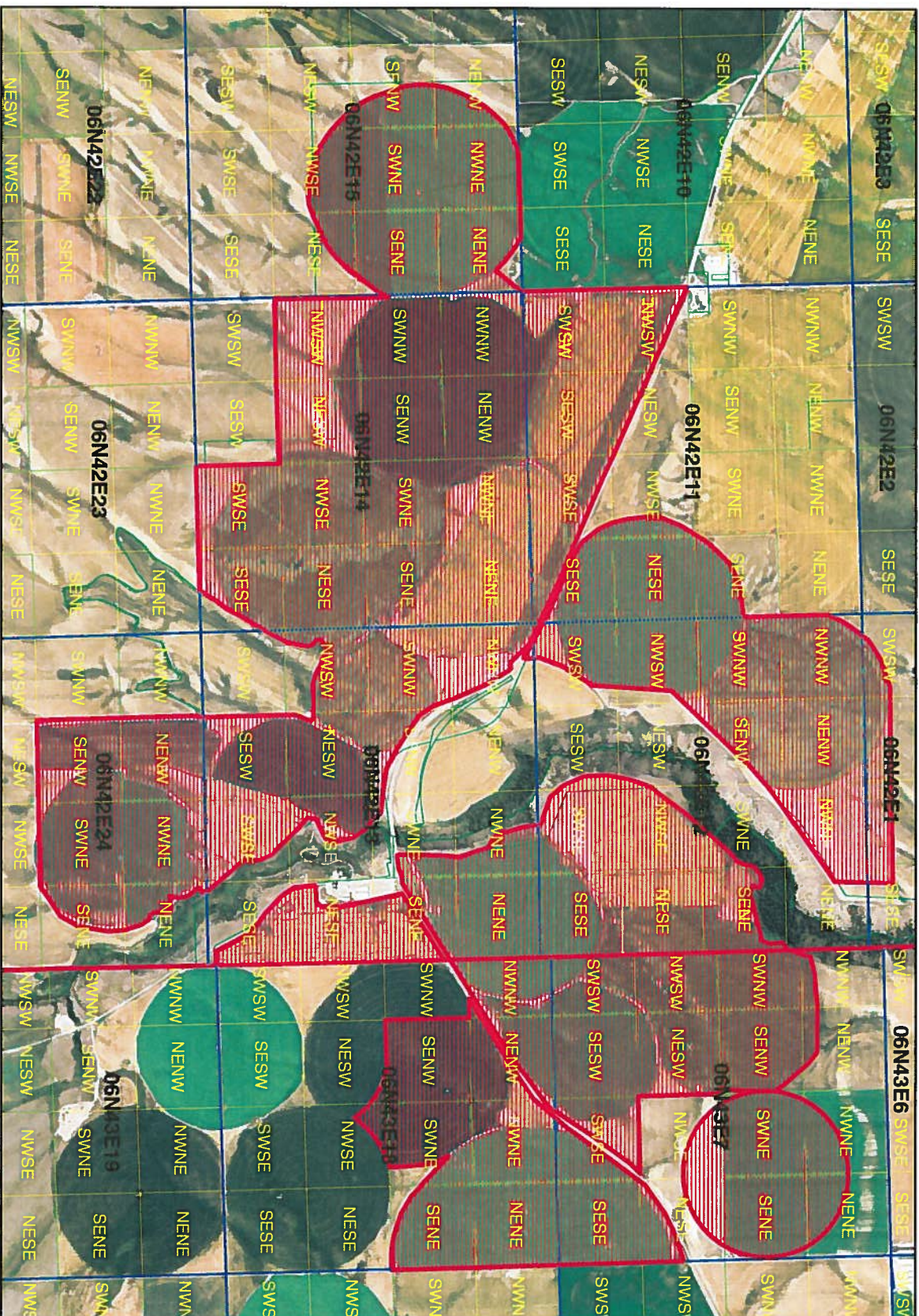
Total Acres: 2725.4

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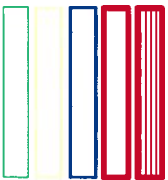


Transfer 77700 New POU

WR 22-7230, 22-7130, 22-7069, 22-7661, 22-7114



Legend



Transfer Water Right POU

Township/Range

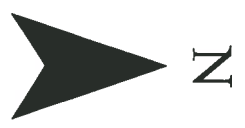
Sections

QQ

Taxlots

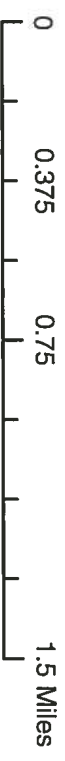


00222



Legend

- Water Right POU
- Township/Range
- Sections
- QQ
- Taxlots



RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
535 First American Circle
Rexburg, ID 83440

First American Title Company

Microfile No. 369911
24 DAY Aug 2011
At 01 O'Clock 41 PM
KIM H. MUIR
MADISON CO RECORDER
Fee \$13.00
KEngland Deputy
Recorded at Request of
FIRST AMERICAN TITLE - REXBURG

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **388550-RX (ns)**

Date: **August 23, 2011**

For Value Received, **Jay Neeley, an unmarried man and Jared Neeley, a married man as his sole and separate property**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Skyline Farms, a Limited Partnership**, hereinafter called the Grantee, whose current address is **1509 N. Canyon Creek Road, Newdale, ID 83406**, the following described premises, situated in **Madison County, Idaho**, to-wit:

**TOWNSHIP 6 NORTH, RANGE 43 E.B.M., MADISON COUNTY, IDAHO
SECTION 7: NE¼**

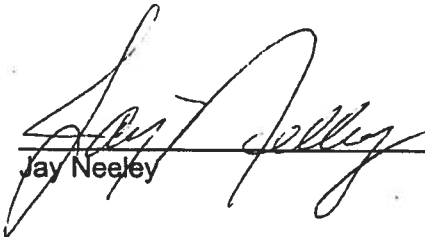
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

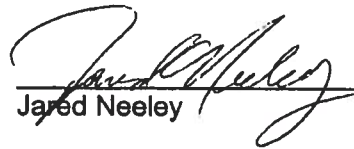
Date: **08/23/2011**

Warranty Deed
- continued

File No.: **388550-RX (ns)**



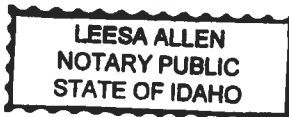
Jay Neeley

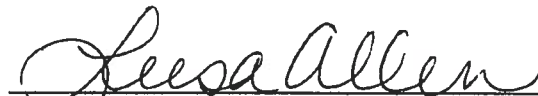


Jared Neeley

STATE OF Idaho)
SS.
COUNTY OF Madison)

On this **Twenty-third day of August, 2011**, before me, a Notary Public in and for said State, personally appeared **Jay Neeley and Jared Neeley**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.





Notary Public for the State of Idaho
Residing at: Sugar City, ID
My Commission Expires: 11-10-2016

December 13, 2011

IDWR
Idaho Falls, ID

To Whom It May Concern:

We are carrying the contract on the farm sale between Steveco Canyon Farms and Skyline Farms but it is my understanding that Conn Crapo is requesting to move water rights off of our property onto some neighboring property to make better use of the water by using a pivot instead of hand lines. I give you my permission for Skyline to move the water any way it will be beneficial to them. Thank you.

Sincerely,



Mike Stevens (Steveco Canyon Farms)

December 8, 2011

IDWR
Idaho Falls, ID

To whom it may Concern:

Skyline Farms and Bott Land Inc. entered into a Lease with an Option to Purchase in 2010. Skyline Farms is planting and harvesting the crops on our property, we understand and give them permission to transfer water rights from their land to ours that will enable them to make better use of a pivot. Thanks for your help on this matter. If you have any questions you can reach me at 208-317-2857.

Sincerely,

Mike Bott



OPTION TO PURCHASE AND RIGHT OF FIRST REFUSAL

KNOW ALL MEN BY THESE PRESENTS:

That **Bott Land, Inc.**, an Idaho corporation, 13500 W. Hwy 33, Newdale, Idaho 83436, hereinafter called "**Grantor**," for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **Skyline Farms**, an Idaho general partnership, 1908 East 500 North, St. Anthony, Idaho 83445 or its assignee, hereinafter called "**Grantee**," an option to purchase the real property described on the attached Exhibits A, A-1 and A-2 (the "Option") and a right of first refusal to purchase the real property described on the attached Exhibit B (the "ROFR").

1. THE OPTION IS GIVEN ON THE FOLLOWING TERMS AND CONDITIONS:

1.1 Exercise of Option.

a. Grantor and Grantee have entered into a Farm Operations Agreement dated May 1, 2010 (the "Farm Operations Agreement") pertaining to the real property described on the attached Exhibits A, A-1 and A-2. Such real property together with all water rights, water claims, water shares, water company stock, water storage rights, canal rights, ditch rights and other water interests of every kind and nature belonging or appurtenant to such real property and all improvements and irrigation equipment situated thereon or appertaining thereto is hereinafter referred to collectively as the "Option Property." If Grantee complies with the terms of the Farm Operations Agreement, Grantee may exercise the Option by giving written notice of exercise (the "Exercise Notice") to Grantor at any time (i) between December 1, 2026 and May 1, 2027 or (ii) after an Event of Default (defined below) but before May 1, 2027. The Exercise Notice shall be effective, if hand-delivered or mailed by certified mail, return receipt requested. The effective date of the Exercise Notice shall be the date of delivery, if hand-delivered, or three (3) days after deposit in the U.S. mail, if delivered by certified mail, return receipt requested (the "Effective Date"). The Exercise Notice shall be hand-delivered or mailed by Grantee to Grantor at Grantor's address set forth above, unless Grantor notifies Grantee of a different address in writing received by Grantee. Notwithstanding the foregoing or any other terms or conditions of the Option as provided herein, if Bott is adjudged bankrupt under Chapter 7 of the U.S. Bankruptcy Code, then Skyline shall have the right to immediately exercise the Option.

b. If Grantee exercises the Option, the closing of Grantee's purchase of the Option Property from Grantor shall occur on such date ("Closing Date") as Grantee shall designate on or after the exercise of the Option but in no event later than the earlier of (i) May 31, 2027 or (ii) ninety (90) days after the Effective Date.

c. The Option shall expire upon the termination of the Farm Operations Agreement. Unless the Farm Operations Agreement is earlier terminated for default, the Option expires on May 1, 2027.

1.2 Purchase Price.

- a. If Grantee exercises the Option, the purchase price for the Option Property shall be \$1,725,000.00 (the "Purchase Price").
- b. Grantee shall pay the Purchase Price to Grantor in full at closing.

1.3 Conveyance and Closing Costs.

a. On the Closing Date, Grantor shall convey to Grantee the Option Property free and clear of any and all mortgages, deeds of trust, security interests, liens or any other encumbrances of any kind or nature, except such as may be placed on the Property by Grantee, by Warranty Deed, Bill of Sale and other instruments of conveyance, in form and substance reasonably acceptable to Grantee. The real property included in the Option Property shall be deeded by Grantor to Grantee subject only to real property taxes and assessments not yet due and payable; existing patent reservations, easements, rights of way and protective covenants of record; and applicable zoning ordinances and building codes, laws and regulations (the "Permitted Exceptions"). The closing shall take place at the offices of **First American Title Company, Driggs, Idaho** ("Escrow Agent").

b. Grantor shall deliver or cause to be delivered to Grantee an owner's standard coverage policy of title insurance (the "Title Policy") dated effective the Closing Date in the amount of the Purchase Price that will insure fee simple title to the Property in Grantee subject only to the Permitted Exceptions. Grantor and Grantee shall equally pay the premium for the Title Policy. Grantee shall pay the additional premiums required for any extended coverage or endorsements requested by Grantee. Escrow fees will be split equally between Grantee and Grantor. Real property taxes and assessments and other items customarily prorated in Madison and Teton Counties, Idaho, will be prorated as of the Closing Date based on the latest available figures. Any items that have been prorated based on the latest available figures shall be reconciled after the Closing Date when actual figures are available, with an appropriate adjustment to be made between Grantor and Grantee. Each party must bear its own costs (including attorneys' fees). All other costs associated with the purchase of the Option Property shall be borne by the parties in accordance with custom in Madison and Teton Counties, Idaho, as determined by Escrow Agent.

1.4 Restriction on Sale or Encumbrance; Secured Debt Payments. During the term of the Option, Grantor shall not sell, transfer, assign, lease or further encumber (collectively, "Voluntary Encumbrance"), in whole or in part, any of the Option Property or any rights or interests therein, including without limitation any Water Rights, in any form or manner; provided, however, that Grantor may secure annual operating loans to pay expenses of farming on the Option Property with the Option Property. Grantor agrees to pay all debt that is secured by or encumbers any of the Option Property including without limitation all debt secured by the Option Property as of the date of this Option ("Secured Debt"), as and when due.

1.5 Failure to Exercise Option; Termination of Option. Failure to exercise this Option on the terms and within the time specified herein shall terminate this Option without

further notice or action, time being of the essence of this Option. If this Option is not exercised, consideration given for this Option shall be automatically forfeited to and retained by Grantor.

1.6 Reporting. Grantor shall deliver to Grantee within ninety (90) days after the end of each calendar year during the term of the Option Grantor's financial statements, including without limitation income and loss statements and balance sheet, for the immediately prior calendar year and calendar year end in form and substance acceptable to Grantee. Grantor shall deliver to Grantee evidence of timely payment of Secured Debt within five (5) business days after each payment.

1.7 Events of Default. Each of the following shall constitute an Event of Default entitling Grantee to exercise the Option:

- a. Grantor enters into any Voluntary Encumbrance without the prior written consent of Grantee.
- b. Grantor fails to timely pay any Secured Debt.
- c. Grantor breaches any other provision of the Option and does not correct such breach within thirty (30) days after written notice thereof by Grantee.
- d. The filing by Grantor of a voluntary petition under any federal bankruptcy law or under the law of any state to be adjudicated as bankrupt or for any arrangement or other debtor's relief.
- e. If any petition under any federal bankruptcy law or under the law of any state to be adjudicated as bankrupt or for any arrangement or other debtor's relief is involuntarily filed against Grantor by any other person and Grantor does not within three (3) business days after any such filing inform Grantee in writing of the intent of Grantor to cause such petition to be dismissed, Grantor does not thereafter diligently prosecute such dismissal, or such filing is not dismissed within ninety (90) days after the filing thereof.

2. THE ROFR IS GIVEN ON THE FOLLOWING TERMS AND CONDITIONS:

If, during the term of the Option or, if Grantee exercises the Option and purchases the Option Property, within ten (10) years after the Closing Date, Grantor receives an offer to purchase any of the real property described on the attached Exhibit B (the "ROFR Property") that Grantor is willing to accept (the "Offer"), Grantor shall notify Grantee of the Offer in writing and include with the notice to Grantee a copy of the Offer (the "Offer Notice"). Grantee shall notify Grantor in writing within fifteen (15) days after receipt of the Offer Notice whether Grantee will purchase the ROFR Property on the same terms and conditions as the Offer. If Grantee so notifies Grantor, then Grantee shall purchase the ROFR Property pursuant to the terms and conditions of the Offer. If Grantee does not notify Grantor of acceptance of the Offer within fifteen (15) days after receipt of the Offer Notice, then Grantor shall have the right to sell the ROFR Property on the same terms and conditions as the Offer.

3. Governing Law. This Option to Purchase and Right of First Refusal (this "Agreement") shall be governed by, and construed and enforced in accordance with, the laws of the State of Idaho.
4. Construction. Headings at the beginning of each section are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it has been prepared by one of the parties, but rather that both parties have prepared the same. Unless otherwise indicated, all references to sections and paragraphs are to this Agreement.
5. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter contained herein. Exhibits A, A-1, A-2 and B attached hereto are incorporated by reference herein, as though fully set forth.
6. Amendment. This Agreement may not be amended, modified or changed except in writing executed by both parties.
7. Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Without limiting the foregoing, this Agreement shall run with the land and be binding on the Option Property, the ROFR Property and the owner or owners thereof.
8. Attorney Fees. If either party commences an action against the other party to interpret or enforce any of the terms of this Agreement or because of the breach by the other party if any of the terms hereof, the nonprevailing party shall pay to the prevailing party all reasonable attorney's fees, costs and expenses incurred by the prevailing party in connection with the prosecution or defense of such action.
9. Waiver. Failure of either party to exercise any right or remedy under this Agreement shall not constitute a waiver of any obligation of the other party under this Agreement or of any other default subsequently occurring.
10. Notice of Option and ROFR. The parties agree to sign and record in Madison and Teton Counties, Idaho, a Notice of Option to Purchase and Right of First Refusal (the "Recorded Notice") in form and substance reasonably acceptable to Grantee. If the Option terminates or expires, without Grantee's exercise of the Option and purchase of the Option Property, Grantor shall have the right to record in Madison and Teton Counties, Idaho, a Notice of Termination of Option to Purchase and Right of First Refusal (the "Termination Notice") in form and substance reasonably acceptable to Grantor, which shall include an acknowledgment of receipt by Grantee. Grantor agrees not to record the Termination Notice until it has provided written notice to Grantee with a copy of the Termination Notice at least ten (10) days prior to the recording thereof by Grantor. Within such ten-day period, Grantee shall sign, acknowledge before a notary public, and deliver to Grantor the acknowledgment of receipt contained in the Termination Notice, unless Grantee reasonably believes that Grantor is attempting to wrongfully terminate the Recorded Notice.

IN WITNESS WHEREOF, the undersigned have executed this Option effective as of the 21st day of October, 2010.

BOTT LAND, INC.

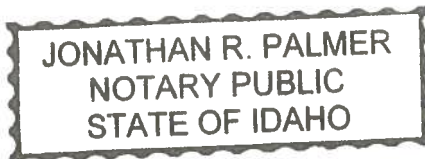
SKYLINE FARMS

By DeMar Bott
DeMar Bott, President

By George Crapo
George Crapo, General Partner

STATE OF IDAHO)
:ss
County of Madison)

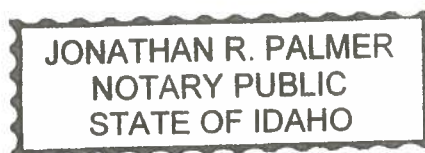
On this 21st day of October, in the year 2010, before me, a Notary Public in and for said State, personally appeared DeMar Bott, known or identified to me (or proved to me on the oath of _____), to be the President of the corporation that executed this instrument or the person who executed this instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Jonathan R. Palmer
Notary Public for Idaho
Residing at: Rexburg, Idaho
My Commission Expires: June 23, 2016

STATE OF IDAHO)
:ss
County of Madison)

On this 21st day of October, in the year 2010, before me, a Notary Public in and for said State, personally appeared George Crapo, known or identified to me (or proved to me on the oath of _____), to be the General Partner of the partnership that executed this instrument or the person who executed this instrument on behalf of said partnership, and acknowledged to me that such partnership executed the same.



Jonathan R. Palmer
Notary Public for Idaho
Residing at: Rexburg, Idaho
My Commission Expires: June 23, 2016

EXHIBIT A

Real Property Included in Option Property

The real property described on the attached Exhibits A-1, LESS the real property described on the attached Exhibits A-2.

EXHIBIT A-1

TRACT 1: TETON COUNTY

TOWNSHIP 6 NORTH, RANGE 43 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO

Section 2: Government Lots 3 & 4, S1/2NW1/4, SW1/4

ALSO Tax #879, described as follows: Beginning at the Northwest corner of the Northeast Quarter and running thence East 660 feet; thence South 660 feet; thence in a meandering line 10 feet West of Aspen Grove in a Southeasterly direction to a point due West of the Southeast corner of the Northeast Quarter; thence West 965 feet; thence North 2400.42 feet to the point of beginning.

ALSO Tax #1136, described as follows: Beginning at the Southwest corner of the Southeast Quarter, and running thence East 1840 feet; thence North 80 rods; thence in a Northwesterly direction 1590 feet; thence West 965 feet to the center of said Section 2; thence South 160 rods to the point of beginning.

LESS AND EXCEPTING THEREFROM the existing State Highway 33 right-of-way that lies within the above described property.

Section 3: Government Lots 1, 2, 3 and 4, S1/2N1/2, S1/2

LESS AND EXCEPTING THEREFROM: Commencing at a point 2,711.60 feet North and 55.23 feet West of the South Quarter Corner of Section 3, Township 6 North, Range 43 East, Boise Meridian, Teton County, Idaho, and running thence along a picket fence South 71°57'22" West 181.95 feet; thence North 24°26'50" West 213.12 feet; thence North 89°12'44" East 223.85 feet; thence to the Northwest corner of garage, South 1°50'58" West 44.00 feet; thence along the North wall to the Northeast Corner of said garage North 88°49'22" East, 36.8 feet; thence South 1°10'38" East 97.43 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM: Commencing at a point which is North 3,498.95 feet and East 550.75 feet from the South Quarter corner of Section 3 Township 6 North, Range 43 East, Boise Meridian, Teton County, Idaho; and running thence North 79°48'01" West 204.27 feet; thence North 9°54'24" East 201.71 feet; thence South 65°33'54" East 186.67 feet; thence South 1°18'49" West 157.69 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM: A portion of the SW1/4NE1/4 of Section 3, Township 6 North, Range 43 East, Boise Meridian, Teton County, Idaho, described as follows: A strip of land 60.0 feet wide, being 30.0 feet on both sides of the following described centerline. Beginning at a point in the Northerly Right of Way line of State Highway 33, and opposite 50.0 feet from centerline

Station 700+38.26, Project RS-6830 (4), as shown on the plan thereof on file in the Office of the Dept. of Transportation, Division of Highways; thence North $1^{\circ}32'04''$ East, a distance of 495.31 feet to a point in the centerline of an existing county road.

ALSO LESS AND EXCEPTING THEREFROM the existing State Highway 33 that lies within the above described property.

Section 4: Government Lots 1, 2, 3 and 4; S1/2N1/2, SE1/4

Section 10: N1/2NE1/4; N1/2NW1/4

Section 11: NW1/4

ALSO Tax #1138, described as follows: Beginning at the Northwest corner of the Northeast Quarter and running thence South 80 rods; thence East 1840 feet; thence North 80 rods; thence West 1840 feet to the point of beginning.

TOWNSHIP 7 NORTH, RANGE 43 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO

Section 27: E1/2

LESS AND EXCEPTING THEREFROM the following: Beginning at the Northeast corner of Section 27, and running thence South $89^{\circ}34'28''$ West 995.82 feet; thence South $10^{\circ}08'51''$ East 405.86 feet; thence South $09^{\circ}53'05''$ West 133.31 feet; thence South $07^{\circ}46'39''$ East 265.55 feet; thence South $27^{\circ}45'25''$ East 278.51 feet; thence South $43^{\circ}11'03''$ East 372.19 feet; thence South $07^{\circ}42'04''$ West 702.62 feet; thence South $02^{\circ}27'25''$ East 372.93 feet; thence South $80^{\circ}11'54''$ West 148.51 feet; thence South $01^{\circ}57'15''$ West 160.44 feet; thence South $00^{\circ}00'00''$ East 2416.20 feet; thence South $59^{\circ}40'18''$ West 574.13 feet to the South line of Section 27; thence North $89^{\circ}34'18''$ East 1300.23 feet along the Section line to the Southeast Corner of Section 27; thence North $00^{\circ}31'12''$ West 5270.30 feet along the section line to the point of beginning.

Section 33: W1/2

Section 34: SW1/4

TRACT 2: MADISON COUNTY

TOWNSHIP 6 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO

Section 5: SE1/4

Section 7: N1/2SE1/4, Excepting all that portion of said N1/2SE1/4 lying South of Idaho State Highway No. 33.

Section 8: NW1/4, Except Idaho State Highway No. 33.

EXHIBIT A-2

Twenty (20) acres, more or less, situated in Section 3, Township 6 North, Range 43 East, lying North of Highway 33, on which houses, sheds and granary are situated, commonly referred to by Bott as the homeplace. If requested by Skyline, Bott agrees to have such property surveyed and, upon completion, such surveyed legal description shall be signed by the parties and substituted as Exhibit A-2 to this Agreement. The expense of the survey shall be paid by Bott.

EXHIBIT B

ROFR Property

Twenty (20) acres, more or less, situated in Section 3, Township 6 North, Range 43 East, lying North of Highway 33, on which houses, sheds and granary are situated, commonly referred to by Bott as the homeplace. If requested by Skyline, Bott agrees to have such property surveyed and, upon completion, such surveyed legal description shall be signed by the parties and substituted as Exhibit A-2 to this Agreement. The expense of the survey shall be paid by Bott.

FILED EFFECTIVE



STATEMENT OF PARTNERSHIP AUTHORITY

(Instructions on back of application)

10 JUN 14 AM 9:08

SECRETARY OF STATE
STATE OF IDAHO

The undersigned partnership hereby files a statement of partnership authority, and submits the following information to the Secretary of State pursuant to Idaho Code § 53-3-303.

1. The name of the partnership is: Skyline Farms
2. The street address of its chief executive office is: 1908 East 500 North St. Anthony, ID 83445
3. The street address of one (1) office in Idaho: 1908 East 500 North St. Anthony, ID 83445

4. The names and mailing addresses of all partners (attached sheets may be added):

Name	Address
See Attached	

OR the name and address of the agent in Idaho who maintains a list of all partners:

5. The names of the partners authorized to execute an instrument transferring real property held in the name of the partnership:

George M Crapo	Conn J Crapo	
Ryan G Crapo	Cade D Crapo	
Judd K Crapo		

6. Signature of at least 2 partners:

- 1) George M Crapo
Typed Name George M Crapo
- 2) Ryan G Crapo
Typed Name Ryan G Crapo
- 3) _____
Typed Name _____

Secretary of State use only

g:\app\forms\app\forms\partnership\partnership.pdf
Revised 08/2012

Web Form

IDAHO SECRETARY OF STATE
06/14/2010 05:08
CX: 6530 CT: 240051 DH: 1226406
1 @ 100.00 = 100.00 PARTIAL
1 @ 20.00 = 20.00 EXPEDITE C

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