

RECEIVED

AUG 25 2011

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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Transfer No. 77452

Receipt No. 5032115

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

1. Applicant Information FARMLAND RESERVE INC
139 E SOUTH TEMPLE STE 600
SALT LAKE CITY UT 84111-1175
(801)715-9195

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
45-14359	WR/Decreed	0.05	29.2	7.3	217.0	GROUND WATER
45-14362	WR/Decreed	0.02	11.6	3.4	104.8	GROUND WATER
45-14356	WR/Decreed	0.08	29.2	7.3	217.0	GROUND WATER

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
45-14359	NO	YES	YES	NO	NO	NO
45-14362	NO	YES	YES	NO	NO	NO
45-14356	NO	YES	YES	NO	NO	NO

Describe the reason for the proposed changes

Application proposes to allocate approximately 7.3 acres of groundwater, irrigation water rights currently owned by Farmland Reserve to cover adjacent property owned by the Cummins. In addition, three points of diversion will be dropped from the portion water rights being moved.

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

N/A

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

N/A

5. Total Amounts Transferred

	Rate	Acre Limit	Total Acres	Volume
45-14359	0.05 cfs	7.3	7.3	29.2 af
45-14362	0.02 cfs	3.4	7.3	11.6 af
45-14356	0.08 cfs	7.3	7.3	29.2 af
TOTAL	0.15 cfs	7.3	7.3	29.2 af

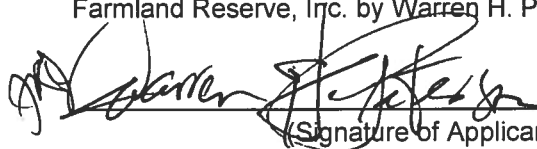
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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Farmland Reserve, Inc. hereby asserts 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.

Farmland Reserve, Inc. by Warren H. Peterson



(Signature of Applicant)

Vice President

(Title or Office)

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

Current Water Right No. 45-14359

Priority Date: January 18, 1960

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	03/15 11/15	0.05 CFS	29.2 AFA	
	Total Diversion	0.05 CFS	29.2 AFA	

Source and Point(s) of Diversion:

GROUND WATER	NWSESW	Sec. 12 Twp 11S	Rge 19E	TWIN FALLS County
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GROUND WATER	SWSESW	Sec. 12 Twp 11S	Rge 19E	TWIN FALLS County
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GROUND WATER	NESWSE	Sec. 12 Twp 11S	Rge 19E	TWIN FALLS County
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GROUND WATER	SWSESE	Sec. 12 Twp 11S	Rge 19E	TWIN FALLS County
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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	
11S 19E 12			3.2				.5	19.0	35.0	40.0	36.0	24.0		26.0	31.0	2.3	217.0

Total Acres: 217

Conditions/Remarks:

1. USE OF RIGHTS 45-14358, 45-14359, AND 45-14360, AND THE RIGHTS LISTED BELOW ARE LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 217 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 45-14361, 45-14362, 45-14363, 45-14355, 45-14356, 45-14357, 45-14358, 45-14359, 45-14360.

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2. 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.
3. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 868.0 AF. COMBINED RIGHT NOS.: 45-14361, 45-14362, 45-14363, 45-14355, 45-14356, 45-14357, 45-14358, 45-14359, 45-14360.
4. USE OF THIS RIGHT IS COMBINED WITH WATER FROM TWIN FALLS CANAL CO.

Documentation of Ownership of the Current Place of Use

IDWR Records

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

Application proposes to allocate approximately 7.3 acres of groundwater, irrigation water rights currently owned by Farmland Reserve to cover adjacent property owned by the Cummins.

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. 45-14362

Priority Date: November 19, 1948

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	03/15 11/15	0.02 CFS	11.6 AFA	
	Total Diversion	0.02 CFS	11.6 AFA	

Source and Point(s) of Diversion:

GROUND WATER	NWSESW	Sec. 12 Twp 11S	Rge 19E	TWIN FALLS County
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GROUND WATER	SWSESW	Sec. 12 Twp 11S	Rge 19E	TWIN FALLS County
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GROUND WATER	NESWSE	Sec. 12 Twp 11S	Rge 19E	TWIN FALLS County
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GROUND WATER	SWSESE	Sec. 12 Twp 11S	Rge 19E	TWIN FALLS County
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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	
11S 19E 12									9.8	40.0	36.0	19.0					104.8

Total Acres: 104.8

Conditions/Remarks:

1. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 868.0 AF. COMBINED RIGHT NOS.: 45-14361, 45-14362, 45-14363, 45-14355, 45-14356, 45-14357, 45-14358, 45-14359, 45-14360.
2. RIGHTS 45-14361, 45-14362, AND 45-14363 ARE LIMITED TO THE IRRIGATION OF 100 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

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3. USE OF THIS RIGHT IS COMBINED WITH WATER FROM TWIN FALLS CANAL CO.
4. 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.
5. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 217 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.:
45-14361, 45-14362, 45-14363, 45-14355, 45-14356, 45-14357, 45-14358, 45-14359, 45-14360.

Documentation of Ownership of the Current Place of Use

IDWR Records

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

Application proposes to allocate approximately 7.3 acres of groundwater, irrigation water rights currently owned by Farmland Reserve to cover adjacent property owned by the Cummins.

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. 45-14356

Priority Date: August 11, 1959

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	03/15 11/15	0.08 CFS	29.2 AFA	
	Total Diversion	0.08 CFS	29.2 AFA	

Source and Point(s) of Diversion:

GROUND WATER	NWSESW	Sec. 12 Twp 11S	Rge 19E	TWIN FALLS County
GROUND WATER	SWSESW	Sec. 12 Twp 11S	Rge 19E	TWIN FALLS County
GROUND WATER	NESWSE	Sec. 12 Twp 11S	Rge 19E	TWIN FALLS County
GROUND WATER	SWSESE	Sec. 12 Twp 11S	Rge 19E	TWIN FALLS 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	
11S 19E 12			3.2				.5	19.0	35.0	40.0	36.0	24.0		26.0	31.0	2.3	217.0

Total Acres: 217

Conditions/Remarks:

1. USE OF RIGHTS 45-14355, 45-14356, AND 45-14357 AND THE RIGHTS LISTED BELOW ARE LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 217 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 45-14361, 45-14362, 45-14363, 45-14355, 45-14356, 45-14357, 45-14358, 45-14359, 45-14360.
2. USE OF THIS RIGHT IS COMBINED WITH WATER FROM TWIN FALLS CANAL CO.

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3. USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 868.0 AF. COMBINED RIGHT NOS.: 45-14361, 45-14362, 45-14363, 45-14355, 45-14356, 45-14357, 45-14358, 45-14359, 45-14360.
4. 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.

Documentation of Ownership of the Current Place of Use

IDWR Records

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

Application proposes to allocate approximately 7.3 acres of groundwater, irrigation water rights currently owned by Farmland Reserve to cover adjacent property owned by the Cummins.

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

NO

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

Proposed Water Right No. 45-14359

Priority Date: January 18, 1960

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	03/15 11/15	0.05 CFS	29.2 AFA	
	Total Diversion	0.05 CFS	29.2 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SESW	Sec. 12 Twp 11S	Rge 19E	TWIN FALLS County
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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	
11S 19E 12											7.3						7.3

Total Acres: 7.3

Transfer No. 77452

Receipt No. _____

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

Proposed Water Right No. 45-14362

Priority Date: November 19, 1948

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	03/15 11/15	0.02 CFS	11.6 AFA	
	Total Diversion	0.02 CFS	11.6 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SESW	Sec. 12 Twp 11S	Rge 19E	TWIN FALLS County
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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	
11S 19E 12											7.3						7.3

Total Acres: 7.3

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

Proposed Water Right No. 45-14356

Priority Date: August 11, 1959

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	03/15 11/15	0.08 CFS	29.2 AFA	
	Total Diversion	0.08 CFS	29.2 AFA	

Source and Point(s) of Diversion:

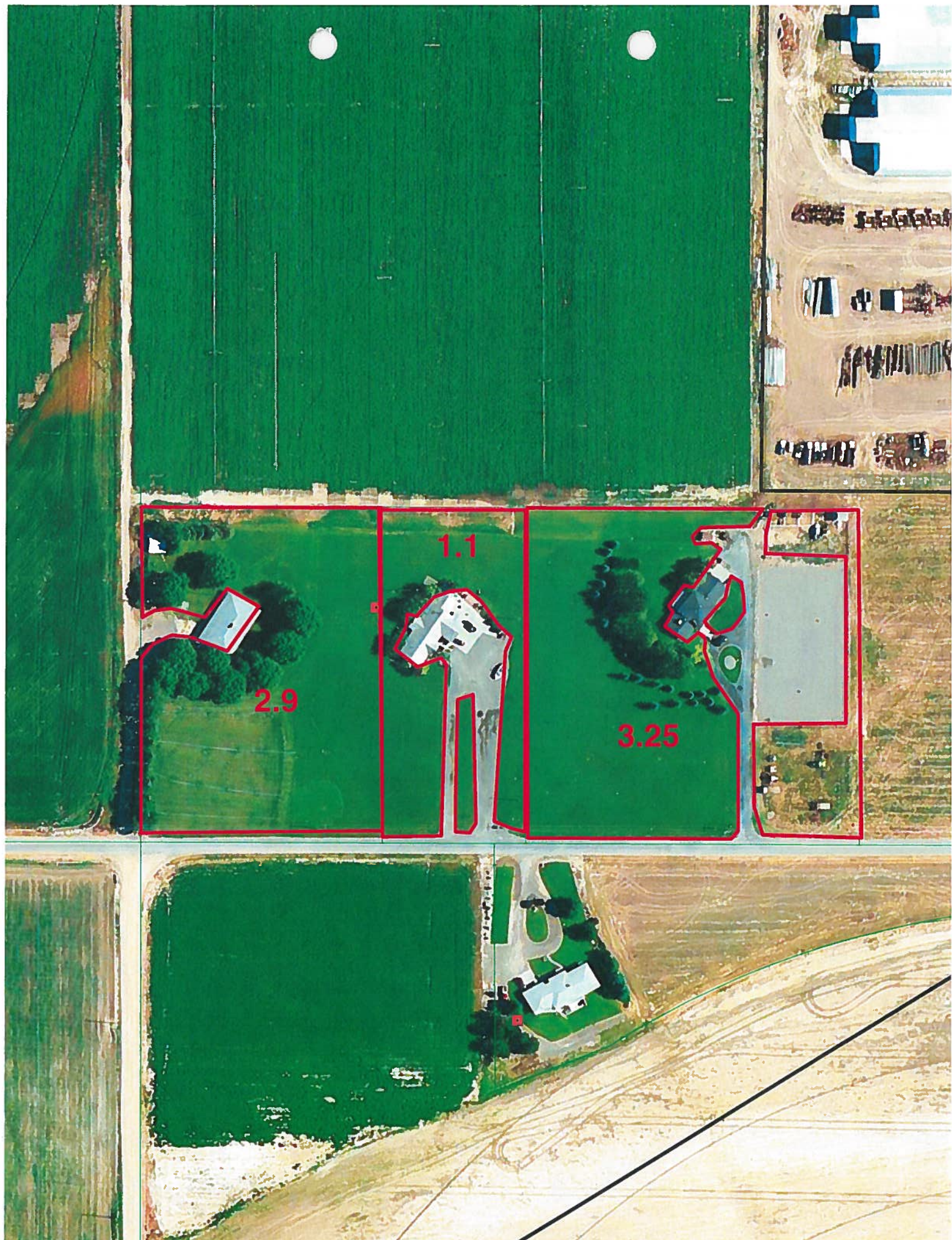
GROUND WATER	SESW	Sec. 12 Twp 11S	Rge 19E	TWIN FALLS County
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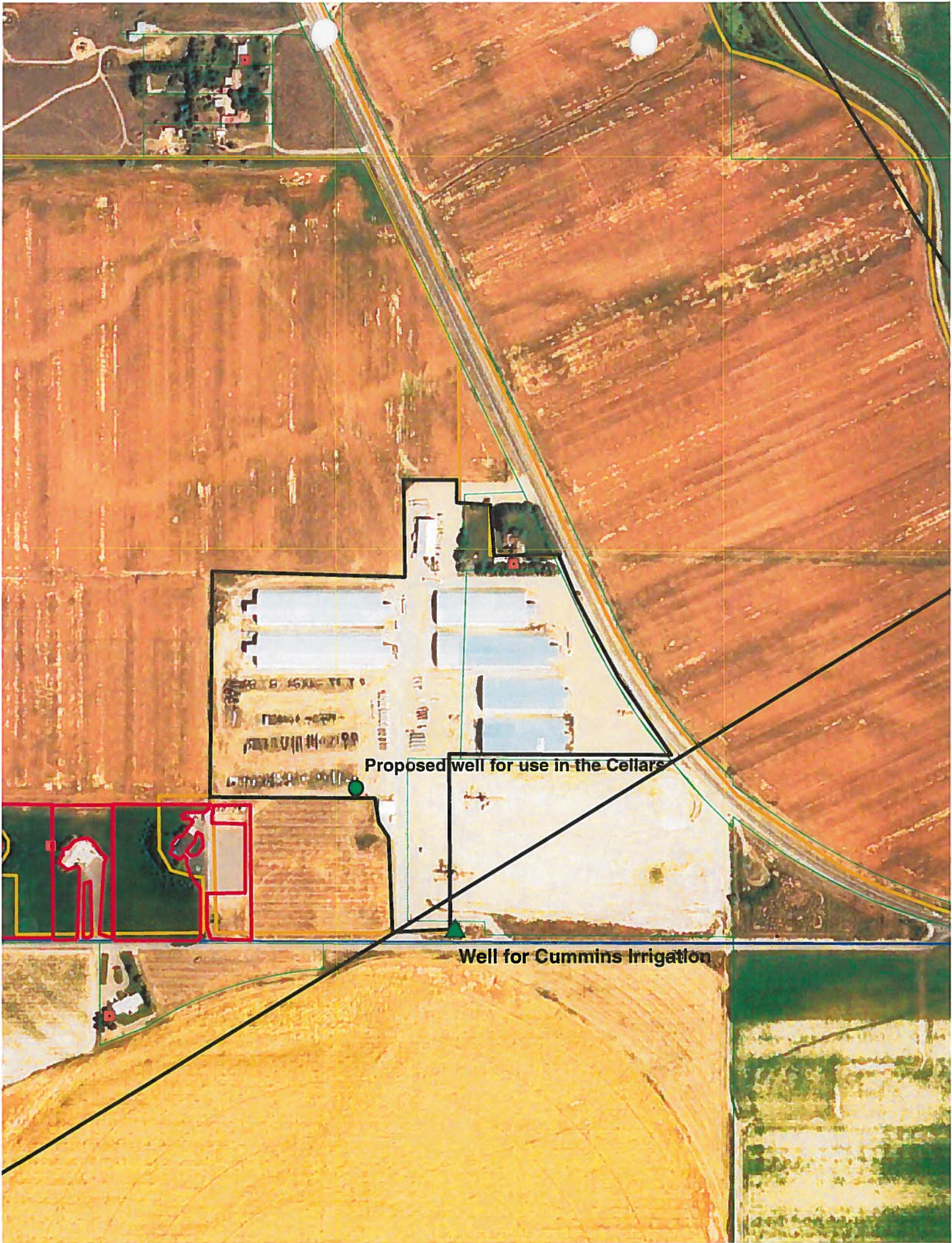
Describe the proposed diversion system

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
11S	19E	12											7.3						7.3

Total Acres: 7.3





Proposed well for use in the Cellars

Well for Cummins Irrigation

Water Transfer Agreement

Farmland Reserve, Inc. a Utah nonprofit corporation, ("Farmland"), Grant S. Cummins and Leah K. Cummins, husband and wife, Daniel Cummins and Carla Cummins, husband and wife, Logan Cummins and Linda Cummins, husband and wife, and Lance Cummins and Suzanne Cummins, husband and wife, hereby make the following agreement. "Cummins" means all the parties to this Agreement named Cummins collectively and also refers to any business entities (partnerships, corporations or limited liability companies) owned by any of them.

1. The Parties and their names and addresses are as follows:

Farmland Reserve, Inc.
139 East South Temple, Suite 600
Salt Lake City, UT 84111-1159

Grant S. Cummins and Leah K. Cummins
4416 East 3300 North
Murtaugh, ID 83344

Daniel Cummins and Carla Cummins
4418 East 3300 North
Murtaugh, ID 83344

Logan Cummins and Linda Cummins and
Lance Cummins and Suzanne Cummins
4420 East 3300 North
Murtaugh, ID 83344

2. BACKGROUND. Recently Farmland purchased some property (the "Home Place Farm") near Twin Falls, Idaho that was formerly owned by Cummins. Cummins still own three homes (the "Cummins property") located on parcels which include a total of about 7.25 acres of irrigable land in the SW 1/4 SW 1/4 Section 12, Township 11 South, Range 19 East, Boise Meridian, with the total Cummins property described with particularity in the annexed Exhibit A. "Sale Water Right" means a portion (3.4%) of the following three water rights, 45-2282, 45-2588, and 45-2599. The lands in the vicinity of the Cummins property have historically been irrigated by water diverted under the Sale Water Right. The parties desire to make an agreement under which Farmland will convey the Sale Water Right to Cummins and the parties will obtain the approval of IDWR to the transfer. Historically the Cummins yards were shown as part of water rights 45-2282, 45-2588, and 45-2599 that affect the Home Place Farm, and the parties desire to modify the water rights to provide that the Sale Water Right will provide all of the Cummins water and that Cummins will have no claims on the remaining 96.6% of rights 45-2282, 45-2588, and 45-2599.

3. CONSIDERATION. The parties acknowledge the receipt and sufficiency of consideration for this Agreement, including mutual promises and other good and valuable consideration. Cummins jointly and severally agree to pay FRI the sum of \$13,000 plus FRI's costs related to obtaining IDWR's approval for this transfer.

4. TRANSFER. Farmland hereby agrees to convey, by the Water Rights Deed annexed hereto as Exhibit B, 7.25 acres of irrigation water (the "Transferred Water") from the Water Right.

*Mark & Deborah
Grant Cummins*

5. SATISFACTION OF CLAIMS. Cummins agree that the conveyance of the Transferred Water satisfies and extinguishes any claims they or other business entities owned by them such as corporations, partnerships or limited liability companies, might have to any other water rights they formerly owned related to the Home Place Farm. Cummins agree that they will not protest nor interfere with water applications filed by Farmland with regard to the Home Place Farm and that they will indemnify Farmland and hold Farmland harmless from and against costs, damages, attorney fees, and related expenses, including expert witness fees, incurred by Farmland as a result of actions of Cummins or of any of them protesting or interfering with any such water applications.

6. UPDATE WATER RECORDS. Cummins shall prepare an application to IDWR for the approval of the transfer provided by this Agreement. Before submitting documents to IDWR, Cummins will first obtain Farmland's written consent and approval of the transfer application and supporting documents. At the time that IDWR issues a final approval, Cummins will (1) pay Farmland the \$13,000.00 specified by paragraph 3, and (2) obtain from Farmland an update on its cost estimate and shall pay those costs at that time. If further activities are needed after that point that require the participation of Farmland, Farmland will provide a statement of its costs on a quarterly basis. After IDWR issues a final approval and upon receipt of the payment of \$13,000.00 from Cummins, Farmland will issue a deed to Cummins for the Sale Water Right. Cummins will cause all documents received by IDWR pertaining to the subject matter of this Agreement to be immediately delivered to Farmland and Farmland attorneys.

7. APPLICATION OF DEFINITIONS. Definitions of words given anywhere in this Agreement apply throughout this Agreement, whether or not the definition precedes the use of the defined words.

8. NOTICES. Notices authorized or required by this Agreement shall be effective when put in written form and upon either (i) receipt by the party to whom notice is directed or (ii) three days after posting addressed to the party to whom notice is directed, either through the United States Postal Service by certified mail, return receipt requested, or through an overnight courier providing return receipt services. The address of a party for service of notice by mail shall be as stated by this Agreement or as changed by that party by a notice given in conformity with this Agreement.

9. INTERPRETATION. Where appropriate to the context, the singular number shall include the plural, the plural number shall include the singular, and any gender shall include any other gender. The parties have used the word "or" to have the sense of "and/or" when two or more alternatives are possible unless the parties state expressly that they intend to include only one alternative or another but not more than one. Both the parties and their respective counsel have substantially participated in the negotiation, drafting, editing and preparation of this Agreement and therefore the court or arbiter shall construe the language of this Agreement simply according to its fair meaning and not strictly for or against any of the parties. The captions at the beginning of paragraphs are for the convenience of the parties and the parties do not rely on the captions as a basis for interpretation of this Agreement.

10. NON-FIDUCIARY OR AGENCY RELATIONSHIP. The parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency or employment status or relationship between them and expressly affirm that they have entered into this Agreement as independent contractors and that the same is in all respects an "arms-length" transaction. No party hereto has the authority to make any representation or warranty or incur any obligation or liability on behalf of any other party hereto, nor shall they make any representation to any third party inconsistent with this section, except to the extent expressly permitted elsewhere in this Agreement.

11. RESPECTIVE COSTS. All costs and expenses, including attorneys fees, incurred by each party in conjunction with the negotiation, preparation and execution of this Agreement shall be paid solely by the party incurring such costs and expenses.

12. AMENDMENTS. The parties may amend this Agreement by a written amendment agreement signed by the parties. An amendment shall not be effective if it is not in writing or if it is not signed by all of the parties.

13. ENTIRE AGREEMENT. This Agreement, including all exhibits and schedules attached hereto, constitutes and represents the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, oral or written, between these parties are incorporated herein or superseded in their entirety by this Agreement. No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this Agreement.

14. COUNTERPARTS. This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original. All counterparts taken together shall constitute one and the same original Agreement.

15. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

16. EFFECTIVE DATE. This Agreement shall take effect once all the parties have signed and delivered signed copies to one another, as of the date of the signature of the last party to sign.

17. ATTORNEY'S FEES. In the event of any action at law or in equity between the parties to enforce any provisions or rights hereunder, the court shall award to the prevailing party all its costs and expenses incurred therein, including reasonable attorneys fees.

18. RESOLUTION OF DISPUTES. In the event there is any dispute arising under the Agreement which cannot be resolved by agreement between the parties, either party may submit the dispute with all documentation upon which it relies to the President of Farmland, 139 East South Temple, Suite 600, Salt Lake City, Utah 84111-1159, who will convene a dispute resolution conference within thirty (30) days of the receipt of the documentation. The dispute resolution conference will constitute settlement negotiations and any statements of fact or

settlement proposal made during the conference will not be admissible in any court proceeding to enforce or interpret this Agreement as evidence, either of liability or of anything else. In the event that the parties do not resolve their dispute pursuant to the dispute resolution conference, either party may commence legal action to resolve the dispute. Any such action must be commenced within six (6) months from the first day of the dispute resolution conference or be time barred. Submission of the dispute to the President as outlined above is a condition precedent to the right to commence legal action to resolve any dispute. In the event that either party commences legal action to adjudicate any dispute without first submitting the dispute to the President, the other party will be entitled to obtain an order dismissing the litigation without prejudice and awarding such other party any costs and attorneys fees incurred by that party in obtaining the dismissal, including without limitation copy costs, and expert and consultant fees and expenses. Pending final resolution of a dispute hereunder, the parties will proceed diligently with the performance of their obligations under this Agreement.

FARMLAND:

Farmland Reserve, Inc.,
a Utah non-profit corporation

Dated: 7 April 2010

By: Warren H. Peterson
Warren H. Peterson, Vice President

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this 7th day of April, 2010, personally appeared before me Warren H. Peterson, known or satisfactorily proved to me to be the Vice President of Farmland Reserve, Inc., a Utah nonprofit corporation, who acknowledged to me that he signed the foregoing instrument as Vice President for said corporation.



Angela Wood
Notary Public

[Signatures Continue on Next Page]

CUMMINS:

Dated: 3-8-11

[Signature]
Grant S. Cummins

Dated: 3-8-11

[Signature]
Leah K. Cummins

Dated: 11-9-10

[Signature]
Daniel Cummins

Dated: 11-8-2010

[Signature]
Carla Cummins

Dated: 3-28-11

[Signature]
Logan Cummins

Dated: 3-28-11

[Signature]
Linda Cummins

Dated: 12-03-10

[Signature]
Lance Cummins

Dated: 11/15/10

[Signature]
Suzanne Cummins

STATE OF IDAHO)
)
:SS
COUNTY OF CASSIA)

On this 8th day of MARCH, 2010, before me a Notary Public, personally appeared Grant S. Cummins, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

BLAINE ALLPHIN
NOTARY PUBLIC
STATE OF IDAHO

[Signature]
Notary Public

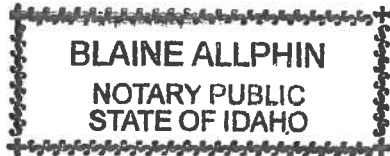
My commission expires: 6-05-11

Residing at: Buckley, Idaho

[Notaries Continue on Next Page]

STATE OF IDAHO)
 :SS
COUNTY OF CASSIA)

On this 8th day of MARCH, 2010, before me a Notary Public, personally appeared Leah K. Cummins, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same.



Blaine Allphin

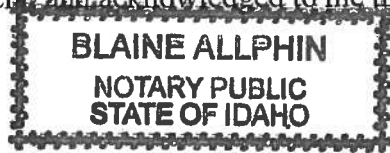
Notary Public

My commission expires: 6-05-11

Residing at: Burley, IDAHO

STATE OF IDAHO)
 :SS
COUNTY OF CASSIA)

On this 9th day of NOVEMBER, 2010, before me a Notary Public, personally appeared Daniel Cummins, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.



Blaine Allphin

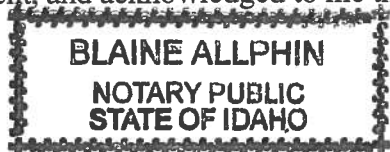
Notary Public

My commission expires: 6-05-11

Residing at: Burley, IDAHO

STATE OF IDAHO)
 :SS
COUNTY OF CASSIA)

On this 8th day of NOVEMBER, 2010, before me a Notary Public, personally appeared Carla Cummins, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same.



Blaine Allphin

Notary Public

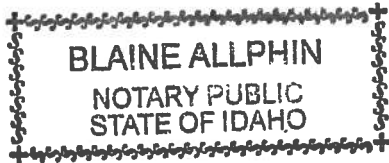
My commission expires: 6-05-11

Residing at: Burley, IDAHO

[Notaries Continue on Next Page]

STATE OF IDAHO)
)
:SS
COUNTY OF CASSIA)

On this 28 day of MARCH, 2010, before me a Notary Public, personally appeared Logan Cummins, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

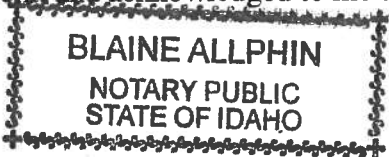


My commission expires: 6-05-11

Blaine Allphin
Notary Public
Residing at: Burley, IDAHO

STATE OF IDAHO)
)
:SS
COUNTY OF CASSIA)

On this 28 day of MARCH, 2010, before me a Notary Public, personally appeared Linda Cummins, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same.

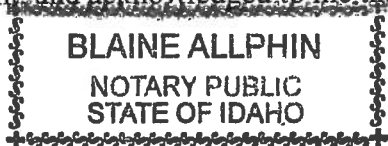


My commission expires: 6-05-11

Blaine Allphin
Notary Public
Residing at: Burley, IDAHO

STATE OF IDAHO)
)
:SS
COUNTY OF CASSIA)

On this 03 day of DECEMBER, 2010, before me a Notary Public, personally appeared Lance Cummins, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.



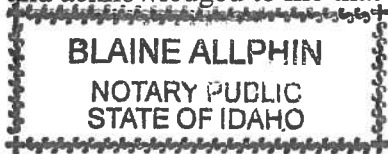
My commission expires: 6-05-11

Blaine Allphin
Notary Public
Residing at: Burley, IDAHO

[Notaries Continue on Next Page]

STATE OF IDAHO)
 :SS
COUNTY OF CASSIA)

On this 15 day of NOVEMBER, 2010, before me a Notary Public, personally appeared Suzanne Cummins, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same.



Blaine Allphin
Notary Public
Residing at: Burley, IDAHO

My commission expires: 6-05-11

Exhibit A
To
Water Transfer Agreement

[Legal Description]

Exhibit A-1

PARCEL NO: RP11819E126020A

PARCEL DESCRIPTION:

SEC 12 T 11 R 19
SW 466' X 336.38' SW SW

Parcel Address: 4402 3300 N

CUMMINS LOGAN
& CUMMINS LINDA H/W
& CUMMINS LANCE
& CUMMINS SUZANNE H/W
4402 E 3300 N
MORTAUGH ID 83344SEC 12 T 11 R 19
SW 466' X 336.38' SW SW4402 3300 N
4420

*Exhibit A-2***Parcel #** RP11S19E126030A**Legal Description**

SEC 12 T 11 R 19

E 466' X 200' OF SW 466'

X 536.38' SW SW

PROPERTY ADDRESS:4418 3300 N 00000

CUMMINS, DANIEL
& CUMMINS, CARLA H/W
4418 E 3300 N
MURTAUGH ID 83344

SEC 12 T 11 R 19
E 466' X 200' OF SW 466'
X 536.38' SW SW

Exhibit A-3

LEGAL DESCRIPTION

Township 11 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

Section 12: That part of the SW $\frac{1}{4}$ more particularly described as follows:

COMMENCING at the Southwest corner of Section 12;

THENCE 466 feet East along the South boundary of the SW $\frac{1}{4}$ of Section 12 to the TRUE POINT OF BEGINNING;

THENCE 466 feet East along the South boundary of the SW $\frac{1}{4}$ of Section 12;

THENCE North parallel to the West boundary of the SW $\frac{1}{4}$ of Section 12, 466 feet;

THENCE West 466 feet, more or less, parallel to the South boundary of the SW $\frac{1}{4}$ of Section 12;

THENCE South parallel to the West boundary 466 feet to the POINT OF BEGINNING.

SUBJECT TO a 25.00-foot-wide country roadway easement parallel with and adjoining the South boundary of the above described parcel.

EXCEPT:

Township 11 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

Section 12: A part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ more particularly described as follows:

COMMENCING at the Southwest corner of said Section; said point lies North 89°26'17" West 2,633.17 feet from the South quarter corner of Section 12;

THENCE South 89°26'17" East 336.38 feet along the South boundary of Section 12 to the REAL POINT OF BEGINNING;

THENCE North 00°33'43" East 466.00 feet;

THENCE South 89°26'17" East 200.00 feet;

THENCE South 00°33'43" West 466.00 feet to the South boundary of Section 12;

THENCE North 89°26'17" West 200.00 feet to the REAL POINT OF BEGINNING.

AND:

Part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12 of Township 11 South, Range 19 East of the Boise Meridian, Twin Falls County, State of Idaho.

Beginning at the Southwest Corner of Section 12 of T.11 S., R.19 E., B.M., said corner marked by a $\frac{5}{8}$ " rebar; Thence South 89 degrees 59 minutes 20 seconds East along the south line of Section 12 for a distance of 932.00 feet to the Point of Beginning;

THENCE North 00 degrees 10 minutes 31 seconds West for a distance of 25.00 feet to a $\frac{1}{2}$ " rebar;

THENCE North 00 degrees 10 minutes 31 seconds West for a distance of 441.00 feet to a $\frac{1}{2}$ " rebar;

THENCE North 89 degrees 31 minutes 46 seconds East for a distance of 70.00 feet to a $\frac{1}{2}$ " rebar;

THENCE South 00 degrees 10 minutes 31 seconds East for a distance of 442.02 feet to a $\frac{1}{2}$ " rebar;

THENCE South 00 degrees 10 minutes 31 seconds East for a distance of 24.57 feet to the south line of Section 12;

THENCE North 89 degrees 59 minutes 20 seconds West along said line for a distance of 70.01 feet to the Point of Beginning.

Said property contains 0.75 acres more or less and is subject to a county road right of way along the south side and subject to any other easements or right of ways, existing or of record.

PREPARED BY:

Desert West Land Surveys

Exhibit A-4

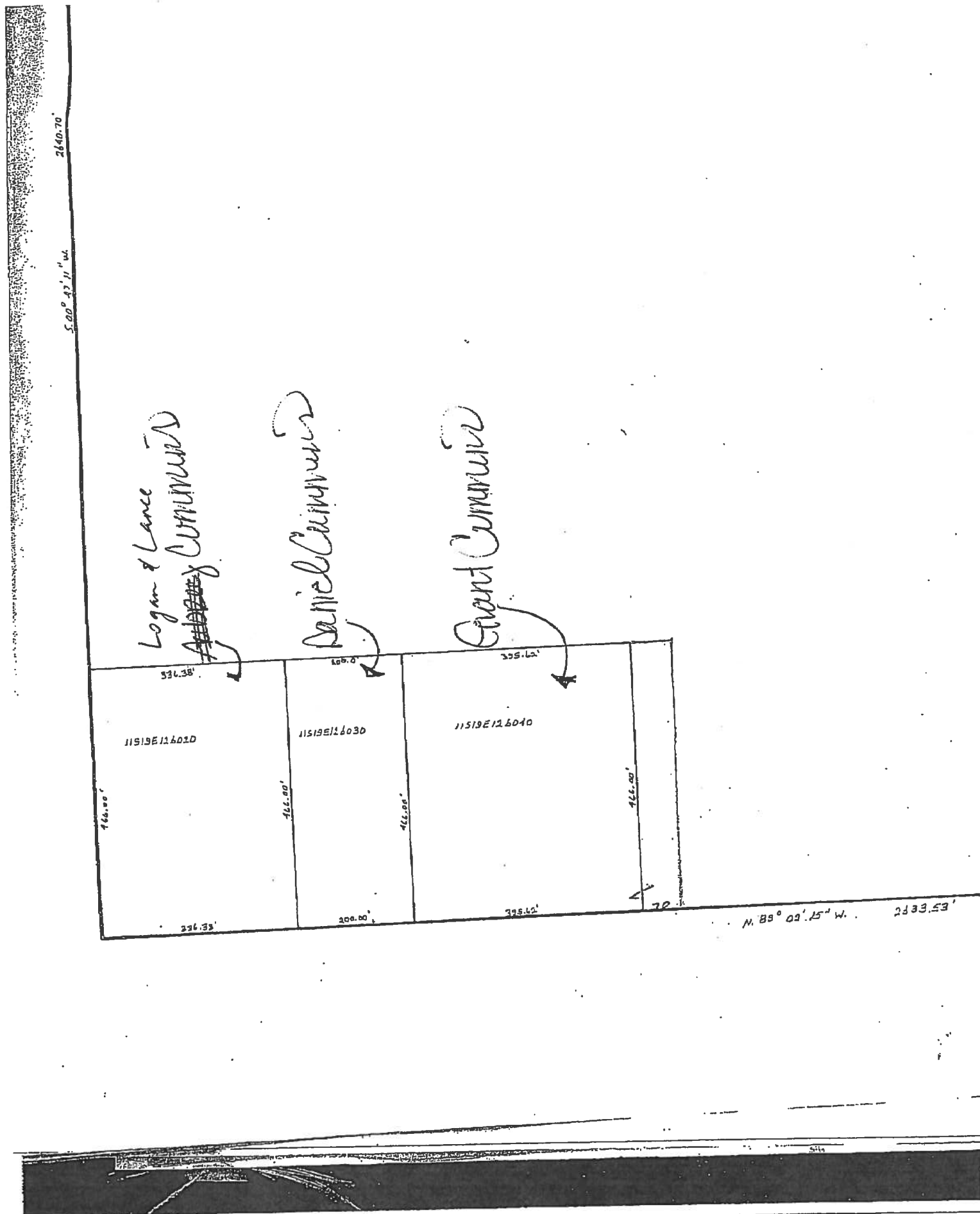


Exhibit B
To
Water Transfer Agreement

[Water Rights Deed]

After recording, return to—

WATER RIGHTS DEED

For good and valuable consideration, Farmland Reserve, Inc., ("Grantor"), 139 East South Temple St., Suite 110, Salt Lake City, UT 84103, hereby QUITCLAIMS TO

Grant S. Cummins and Leah K. Cummins, husband and wife,
as joint tenants in a 1/3 undivided interest,
4416 East 3300 North
Murtaugh, ID 83344; and

Daniel Cummins and Carla Cummins, husband and wife,
as joint tenants in a 1/3 undivided interest,
4418 East 3300 North
Murtaugh, ID 83344

Logan Cummins and Linda Cummins, husband and wife,
as joint tenants in a 1/6 undivided interest, and
Lance Cummins and Suzanne Cummins husband and wife,
as joint tenants, in a 1/6 undivided interest,
4420 East 3300 North
Murtaugh, ID 83344

a water right located in the County of Cassia, State of Idaho, described as follows, to wit:

A portion of water right _____ sufficient for irrigating 7.25 acres
included in the description on the annexed Exhibit A.

To have and to hold unto the said Grantees in fee simple forever.

[Signature Page to Follow Immediately]

Exhibit B
To
Water Transfer Agreement

[Water Rights Deed]

IN WITNESS WHEREOF, the said Farmland Reserve, Inc. has caused these presents to be signed by its Vice-President this ____ day of _____, 2010.

Farmland Reserve, Inc.,
a Utah non-profit corporation

By: _____
Warren H. Peterson, Vice President

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this ____ day of _____, 2010, personally appeared before me Warren H. Peterson, known or satisfactorily proved to me to be the Vice President of Farmland Reserve, Inc., a Utah nonprofit corporation, who acknowledged to me that he signed the foregoing instrument as Vice President for said corporation.

Notary Public

Case No. 61919SM

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

**** SPACE ABOVE FOR RECORDER ****

TWIN FALLS COUNTY

Recorded for:

TITLEFACT

2:33:38 pm 06-01-2011

2011-010493

No. Pages: 2 Feet \$ 13.00

KRISTINA GLASCOCK

County Clerk

Deputy: DWRIGHT

WARRANTY DEED

FOR VALUE RECEIVED GRANT S. CUMMINS and LEAH CUMMINS, husband and wife, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto MARK S. CUMMINS and DEBORAH J. CUMMINS, husband and wife, hereinafter called Grantee, whose address is:
4054 E. 3100 N. Hansen Dr, the following described premises in Twin Falls County, Idaho;
to-wit: 8-33-34

Township 11 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho
Section 12: That part of the SW $\frac{1}{4}$ more particularly described as follows:
COMMENCING at the Southwest corner of Section 12;
THENCE 466 feet East along the South boundary of the SW $\frac{1}{4}$ of Section 12 to the TRUE POINT OF BEGINNING;
THENCE 466 feet East along the South boundary of the SW $\frac{1}{4}$ of Section 12;
THENCE North parallel to the West boundary of the SW $\frac{1}{4}$ of Section 12, 466 feet;
THENCE West 466 feet, more or less, parallel to the South boundary of the SW $\frac{1}{4}$ of Section 12;
THENCE South parallel to the West boundary 466 feet to the POINT OF BEGINNING.
SUBJECT TO a 25.00-foot-wide country roadway easement parallel with and adjoining the South boundary of the above described parcel.

EXCEPT:

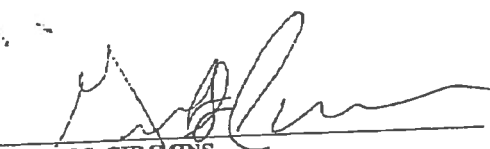
Township 11 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho
Section 12: A part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ more particularly described as follows:
COMMENCING at the Southwest corner of said Section; said point lies North 89°26'17" West 2,633.17 feet from the South quarter corner of Section 12;
THENCE South 89°26'17" East 336.38 feet along the South boundary of Section 12 to the REAL POINT OF BEGINNING;
THENCE North 00°33'43" East 466.00 feet;
THENCE South 89°26'17" East 200.00 feet;
THENCE South 00°33'43" West 466.00 feet to the South boundary of Section 12;
THENCE North 89°26'17" West 200.00 feet to the REAL POINT OF BEGINNING.

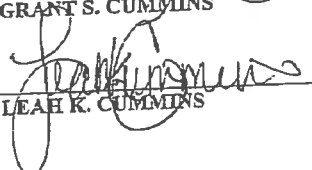
AND

Township 11 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho
Section 12: Part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ more particularly described as follows:
BEGINNING at the Southwest Corner of Section 12, Tp. 11 S., R. 19 E., B.M., said corner marked by a 5/8" rebar;
THENCE South 89°59'20" East along the South line of Section 12 for a distance of 932.00 feet to the POINT OF BEGINNING;
THENCE North 00°10'31" West for a distance of 25.00 feet to a 1/2 inch rebar;
THENCE North 00°10'31" West for a distance of 441.00 feet to a 1/2 inch rebar;
THENCE North 89°31'46" East for a distance of 70.00 feet to a 1/2 inch rebar;
THENCE South 00°10'31" East for a distance of 442.02 feet to a 1/2 inch rebar;
THENCE South 00°10'31" East for a distance of 24.57 feet to the South line of Section 12;
THENCE North 89°59'20" West along said line for a distance of 70.01 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and 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 they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 27, 2011


GRANT S. CUMMINS

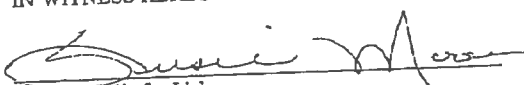

LEAH K. CUMMINS

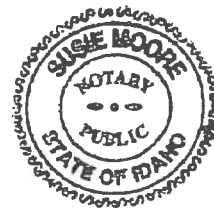
* * * * *

STATE OF IDAHO
County of Twin Falls

On this 1st day of May, 2011, before me, a Notary Public in and for said State, personally appeared Grant S. Cummins and Leah K. Cummins, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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


Notary Public for Idaho
Residing at Twin Falls
Commission expires 11-28-2014



**TWIN FALLS COUNTY**

RECORDED FOR:

TITLEFACT

Case No. 62141sm

12:00:42 pm 07-25-2011

2011-013649*TitleFact, Inc.*

163 Fourth Avenue North

P.O. Box 486

Twin Falls, Idaho 83303

NO. PAGES: 2

FEE: \$13.00

KRISTINA GLASCOCK

COUNTY CLERK

DEPUTY: BHUNTER

**** SPACE ABOVE FOR RECORDER ****

WARRANTY DEED

FOR VALUE RECEIVED MARK S. CUMMINS and DEBORAH J. CUMMINS, husband and wife, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **LOGAN CUMMINS, a married man dealing with his sole and separate property**, hereinafter called Grantee, whose address is: 4416 East 3300 North, Murtaugh, Idaho 83344, the following described premises in Twin Falls County, Idaho; to-wit:

Township 11 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

Section 12: That part of the SW¼ more particularly described as follows:

COMMENCING at the Southwest corner of Section 12;

THENCE 466 feet East along the South boundary of the SW¼ of Section 12 to the TRUE POINT OF BEGINNING;

THENCE 466 feet East along the South boundary of the SW¼ of Section 12;

THENCE North parallel to the West boundary of the SW¼ of Section 12, 466 feet;

THENCE West 466 feet, more or less, parallel to the South boundary of the SW¼ of Section 12;

THENCE South parallel to the West boundary 466 feet to the POINT OF BEGINNING.

SUBJECT TO a 25.00-foot-wide country roadway easement parallel with and adjoining the South boundary of the above described parcel.**EXCEPT:**

Township 11 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

Section 12: A part of the SW¼SW¼ more particularly described as follows:

COMMENCING at the Southwest corner of said Section; said point lies North 89°26'17" West 2,633.17 feet from the South quarter corner of Section 12;

THENCE South 89°26'17" East 336.38 feet along the South boundary of Section 12 to the REAL POINT OF BEGINNING;

THENCE North 00°33'43" East 466.00 feet;

THENCE South 89°26'17" East 200.00 feet;

THENCE South 00°33'43" West 466.00 feet to the South boundary of Section 12;

THENCE North 89°26'17" West 200.00 feet to the REAL POINT OF BEGINNING.

AND

Township 11 South, Range 19 East, Boise Meridian, Twin Falls County, Idaho

Section 12: Part of the SW¼SW¼ more particularly described as follows:

BEGINNING at the Southwest Corner of Section 12, Tp. 11 S., R. 19 E., B.M., said corner marked by a ½" rebar;

THENCE South 89°59'20" East along the South line of Section 12 for a distance of 932.00 feet to the POINT OF BEGINNING;

THENCE North 00°10'31" West for a distance of 25.00 feet to a ½ inch rebar;

THENCE North 00°10'31" West for a distance of 441.00 feet to a ½ inch rebar;

THENCE North 89°31'46" East for a distance of 70.00 feet to a ½ inch rebar;

THENCE South 00°10'31" East for a distance of 442.02 feet to a ½ inch rebar;

THENCE South 00°10'31" East for a distance of 24.57 feet to the South line of Section 12;

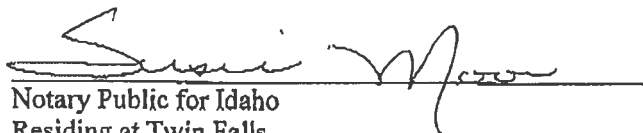
THENCE North 89°59'20" West along said line for a distance of 70.01 feet to the POINT OF BEGINNING.

* * * * *

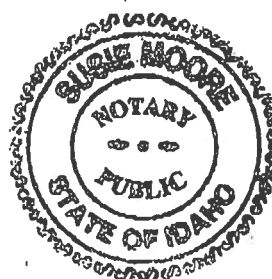
STATE OF IDAHO
County of Twin Falls

On this 22nd day of July, 2011, before me, a Notary Public in and for said State, personally appeared Mark S. Cummins and Deborah J. Cummins, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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



Notary Public for Idaho
Residing at Twin Falls
Commission expires 11-28-2014



**TWIN FALLS CANAL COMPANY**

357 6TH AVE WEST
POST OFFICE BOX 326
TWIN FALLS, IDAHO 83303-0326



March 3, 2010

Jeffrey S. Cooper
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301

Re: Farmland Reserve water shares

Dear Jeff,

Frank Judd from Farmland Reserve asked me to find the Twin Falls Canal Company shares on the following parcels of land:

12-11-19	SW1/4 - No Twin Falls Canal Company Water Shares
12-11-19	SW1/4 NW1/4 17.40 shares
	SE1/4 NW1/4 13.00 shares
	NW1/4 SE1/4 29.70 shares
	SW1/4 SE1/4 35.29 shares

Please accept this as the true and correct number of shares on these parcels
Please call me at (208) 733-6731 if you have any questions.

Sincerely

Kay Puschel
Water Rights Specialist

Cc: Farmland Reserve
Frank Judd

Judd, Frank

From: Judd, Frank
Sent: Wednesday, March 03, 2010 12:25 PM
To: 'jeff.cooper@idwr.idaho.gov'
Subject: FW:
Attachments: 20100303121608219.pdf

Jeff,

The letter from Twin Falls Canal Company shows 35.29 shares for SW1/4 SE1/4. This should be 35.59 shares as evidenced by the water right certificate. The attachment contains a copy of the TFCC letter and the certificate for your reference. Please let me know if anything else is needed.

I have talked with Mark Cummins again. We will begin to prepare an agreement for the transfer of 7.25 acres of water rights to the Cummins. When it is signed and ready, I will get back in touch with you to work out the change application for this along with which well to designate as the POD for the yards irrigation.

Thanks again for all your help!!

Frank K. Judd
Farmland Reserve, Inc.
139 E. South Temple, Suite 600
Salt Lake City, UT 84111
fjudd@fri-slc.com
(801) 715-9157 Office
(801) 674-0175 Cell
(801) 715-9108 Fax

No 39207

Incorporated Under the Laws of the State of Idaho

Twin Falls Canal Company

Principal Place of Business: Twin Falls, Idaho

65 29
Shares

JUNE 27 2007

This is to Certify That FARM LAND RESERVE, INC., A UTAH DAA-PROFIT CORP is the owner of Sixty Five and 29/100 — Shares of the Capital Stock of the Twin Falls Canal Company.

This Certificate entitles the owner thereof to receive one-eighth of a cubic foot of water per second of time per acre for the following described land: 29.70 SHARES NW 1/4 SE 1/4 lying West of main line Canal.
35.59 SHARES SW 1/4 SE 1/4 lying West of main line Canal.
12-11-19

in accordance with the terms of the contract between the State of Idaho and the Twin Falls Land and Water Company.

And this Certificate also entitles the owner to a proportionate interest in the dam, canal, water rights and all other rights and franchises of the Twin Falls Land and Water Company, based upon the number of shares finally sold, in accordance with the said contract between the said Company and the State of Idaho.

In Witness Whereof, the said Corporation has caused its corporate name and seal to be hereto affixed.

Twin Falls Canal Company

ATTEST

By Ed R. Bell

As Secy

President

Farmland Reserve, Inc.

