

DEC 09 2009

DEPT. OF WATER RESOURCES
STATE OF IDAHO SOUTHERN REGION
DEPARTMENT OF WATER RESOURCESTransfer No. 76226

RECEIVED

CK # 9171

DEC 04 2009

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1DEPT. OF WATER RESOURCES
SOUTHERN REGIONName of Applicant(s) Beta Seed Betaseed, Inc. Phone 952-445-8090Mailing address 1788 MARSHALL ROAD P.O. Box 195 Email
SHAKOPEE, MN 55379

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No RepresentativeName of Representative Stan Hays President Snake River Man. Phone 208-731-9930Mailing address 3539 East 3000 North Kimberly, Idaho 83341 Email ☐ Send all correspondence for this application to the representative and not to the applicant.

OR

☐ Send original correspondence to the applicant and copies to the representative.☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.

OR

☒ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). 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 rejection of the application or cancellation of an approval.

[Signature]
Signature of Applicant or Authorized Representative

Stan Hays President Snake River Man.
Print Name and Title if applicable

05/25/09
Date

[Signature]
Signature of Applicant or Authorized Representative

Kurt Wickstrom - President
Print Name and Title if applicable

10/29/09
Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☒ Change nature of use ☒ Change period of use ☐ Other _____

2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it Part 1A.2.

Beta Seed would deliver water for seed stock
TO Green House in the town located south of Kimberly

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	47-17478	.17	Commercial	01-01 to 12-31	Ground Water
☐ ☒	47-17480	.01	Commercial	01-01 to 12-31	Ground Water
☐ ☒	47-17476	.08	Commercial	01-01 to 12-31	Ground Water
☒ ☐	47-12767	.04 / 14.6 ^{ac-ft}	Domestic/Stock	01-01 to 12-31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 21 cfs and/or 41.6 ac-ft

2. Total amount of water proposed to be transferred or changed 20 cubic feet per second and/or 41.6 acre-feet per annum.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
Label it Attachment #5.

New ?	Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Source	Local name or tag #
			NW	SW	32	10S	18E	Twin Falls	Ground Water	Exsiting Well
			NW	SW	32	10S	18E	TF	Groundwater	New well

4. Place of use: (If irrigation, identify with number of acres irrigated per 1/4 1/4 tract.)

- ☐ No changes to place of use are proposed-the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	18E	32										X	X	X	X				

NW, SW only 2.14 Total Acres (for irrigation use) Commercial

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future: Existing well head can be modified to accommodate measuring device and lock. An in-line flow meter could be fitted to pipeline with easy access for reading
- b. Who owns the property at the point(s) of diversion? Beta Seed
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: _____
- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ Attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: N/A
- It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.
- d. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer: The land is being dried up for gravel pit
- e. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use: place of use, existing well to be piped to green houses to use during off seasonal use with consistency
- f. To your knowledge, has/is any portion of the water right(s) proposed to be changed:
- | Yes | No | |
|--------------------------|-------------------------------------|---|
| ☐ | ☒ | undergone a period of five or more consecutive years of non-use, |
| ☐ | ☒ | currently leased to the Water Supply Bank, |
| ☐ | ☒ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe: _____

Total Acres (for irrigation use)	228.7
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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/>, Water Right Transfers, Step 1. Insert Part 2A reports into the application following Part 1.

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

- ☐ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/>, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: 4717498

[illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

Total Acres (for irrigation use)	228.7
----------------------------------	-------

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/> , Water Right Transfers, Step 1.
Insert Part 2A reports into the application following Part 1.

☐ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/>, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

[illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

Total Acres (for irrigation use)	228.7
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Page _____ of _____

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

Current Water Right No.: 47-17478

Current Owner: MATHERS RANCH INC

Priority Date: 11/6/1961

Origin: Adjudication Recommendation

Status: Active

Basis: License

Source

GROUND WATER

Beneficial Use

IRRIGATION

From To
03/15 to 11/15
Total Diversion

Tributary

Diversion Rate

4.18 CFS

4.18 CFS

Annual Volume

912.8 AF

912.8 AF

Location of Point(s) of Diversion

GROUND WATER

TWIN FALLS County

GROUND WATER

TWIN FALLS County

GROUND WATER

TWIN FALLS County

SW1/4SW1/4 Sec. 32, Twp 11S, Rge 18E B.M.

SW1/4NW1/4 Sec. 32, Twp 11S, Rge 18E B.M.

SW1/4NE1/4 Sec. 31, Twp 11S, Rge 18E B.M.

Place of Use

IRRIGATION Within TWIN FALLS County

T11S R18E S31	NENE	1.60	T11S R18E S31	SWNE	8.50
T11S R18E S31	SENE	38.00	T11S R18E S31	SESW	2.60
T11S R18E S31	NESE	40.00	T11S R18E S31	NWSE	26.00
T11S R18E S31	SWSE	38.00	T11S R18E S31	SESE	34.00
T11S R18E S32	SWNW	39.00	T11S R18E S32	NWSW	1.00

Total Acres: 228.7

$$9.1 \text{ AC} / 228.7 = .039$$

.17

4.18 / 9.18 = 912.8 AF
27 AF / 2.95 AF per AC = 9.15 AC / 228.7 = .039
239 X 4.18 = .18

Page _____ of _____

Conditions of Approval:

1. E52 The rights listed below are limited to a total combined diversion rate 4.18 cfs. Combined Right Nos.: 47-174576 47-17478, 47-17480
2. T17 The right holder shall maintain a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
3. E55 Right Nos. 47-17476, 47-17478 and 47-17480 are limited to the irrigation of a combined total of 228.7 acres in a single irrigation season.
4. C18 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. E54 The rights listed below are limited to a total combined annual diversion volume of 914.8 af. Combined Right Nos.: 47-17476, 47-17478, 47-17480
6. k06 Right 47-17478 is limited to the irrigation of 228 acres within the place of use described above in a single irrigation season.
7. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
8. S20 Use of this right is combined with water from Twin Falls Canal Co.

Page _____ of _____

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

Current Water Right No.: 47-17480

Current Owner: MATHERS RANCH INC

Priority Date: 4/3/1961

Origin: Adjudication Recommendation

Status: Active

Basis: License

*225
9.15 | .039
.039 x .29 = .01*

Source
GROUND WATER

Tributary

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	03/15 to 11/15	0.29 CFS	148.8 AF
	Total Diversion	0.29 CFS	148.8 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4NE1/4	Sec. 31,	Twp 11S,	Rge 18E B.M.
TWIN FALLS County				
GROUND WATER	SW1/4NW1/4	Sec. 32,	Twp 11S,	Rge 18E B.M.
TWIN FALLS County				
GROUND WATER	SW1/4SW1/4	Sec. 32,	Twp 11S,	Rge 18E B.M.
TWIN FALLS County				

Place of Use

IRRIGATION Within TWIN FALLS County

T11S R18E S31	NENE	1.60	T11S R18E S31	SWNE	8.50
T11S R18E S31	SENE	38.00	T11S R18E S31	SESW	2.60
T11S R18E S31	NESE	40.00	T11S R18E S31	NWSE	26.00
T11S R18E S31	SWSE	38.00	T11S R18E S31	SESE	34.00
T11S R18E S32	SWNW	39.00	T11S R18E S32	NWSW	1.00

Total Acres: 228.7

Page _____ of _____

Conditions of Approval:

1. T17 The right holder shall maintain a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
2. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
3. k06 Right 47-17480 is limited to the irrigation of 105.1 acres within the place of use described above in a single irrigation season.
4. C18 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. E52 The rights listed below are limited to a total combined diversion rate of 4.18 cfs. Combined Right Nos.: 47-17476, 47-17478, 47-17480
6. E54 The rights listed below are limited to a total combined annual diversion volume of 914.8 af. Combined Right Nos.: 47-17476, 47-17478, 47-17480
7. S20 Use of this right is combined with water from Twin Falls Canal Co.
8. E55 Right Nos. 47-17476, 47-17478, 47-17480 are limited to the irrigation of a combined total of 228.7 acres in a single irrigation season.

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

Current Water Right No.: 47-17476

Current Owner: MATHERS RANCH INC

Priority Date: 8/8/1954

Origin: Adjudication Recommendation

Status: Active

Basis: License

Source		Tributary			
GROUND WATER					
Beneficial Use	From	To	Diversion Rate		Annual Volume
IRRIGATION	03/15	to 11/15	1.9 CFS		832.4 AF
	Total Diversion		1.9 CFS		832.4 AF
Location of Point(s) of Diversion					
GROUND WATER			SW1/4NW1/4	Sec. 32,	Twp 11S, Rge 18E B.M.
TWIN FALLS County					
GROUND WATER			SW1/4NE1/4	Sec. 31,	Twp 11S, Rge 18E B.M.
TWIN FALLS County					
GROUND WATER			SW1/4SW1/4	Sec. 32,	Twp 11S, Rge 18E B.M.
TWIN FALLS County					

Place of Use

IRRIGATION Within TWIN FALLS County

T11S R18E S31	NENE	1.60	T11S R18E S31	SWNE	8.50
T11S R18E S31	SENE	38.00	T11S R18E S31	SESW	2.60
T11S R18E S31	NESE	40.00	T11S R18E S31	NWSE	26.00
T11S R18E S31	SWSE	38.00	T11S R18E S31	SESE	34.00
T11S R18E S32	SWNW	39.00	T11S R18E S32	NWSW	1.00

Total Acres: 228.7

Page _____ of _____

Conditions of Approval:

1. k06 Right 47-17476 is limited to the irrigation of 208.1 acres within the place of use described above in a single irrigation season.

2. S20 Use of this right is combined with water from Twin Falls Canal Co.

3. E52 The rights listed below are limited to a total combined diversion rate 4.18cfs. Combined Right Nos.: 47-17476, 47-17478, 47-17480

4. C18 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. E55 Right Nos. 47-17476, 47-17478, 47-17480 are limited to the irrigation of a combined total of 228.7 acres in a single irrigation season.

6. E54 The rights listed below are limited to a total combined annual diversion volume of 914.8af. Combined Right Nos.: 47-17476, 47-17478, 47-17480

7. T17 The right holder shall maintain a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.

8. R31 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.

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

Current Water Right No.: 47-12767

Current Owner: LOGAN M BELLVILLE

Priority Date: 11/10/1952

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

Beneficial Use	From	To	Diversion Rate	Annual Volume
STOCKWATER	1/01 to 12/31		0.02 CFS	
DOMESTIC	1/01 to 12/31		0.04 CFS	
	Total Diversion		0.04 CFS	

Location of Point(s) of Diversion

GROUND WATER

NW1/4NW1/4SW1/4

Sec. 32, Twp 10S, Rge 18E B.M.

TWIN FALLS County

Place of Use

STOCKWATER Within TWIN FALLS County

T10S R18E S32 NWSW

DOMESTIC Within TWIN FALLS County

T10S R18E S32 NWSW

Conditions of Approval:

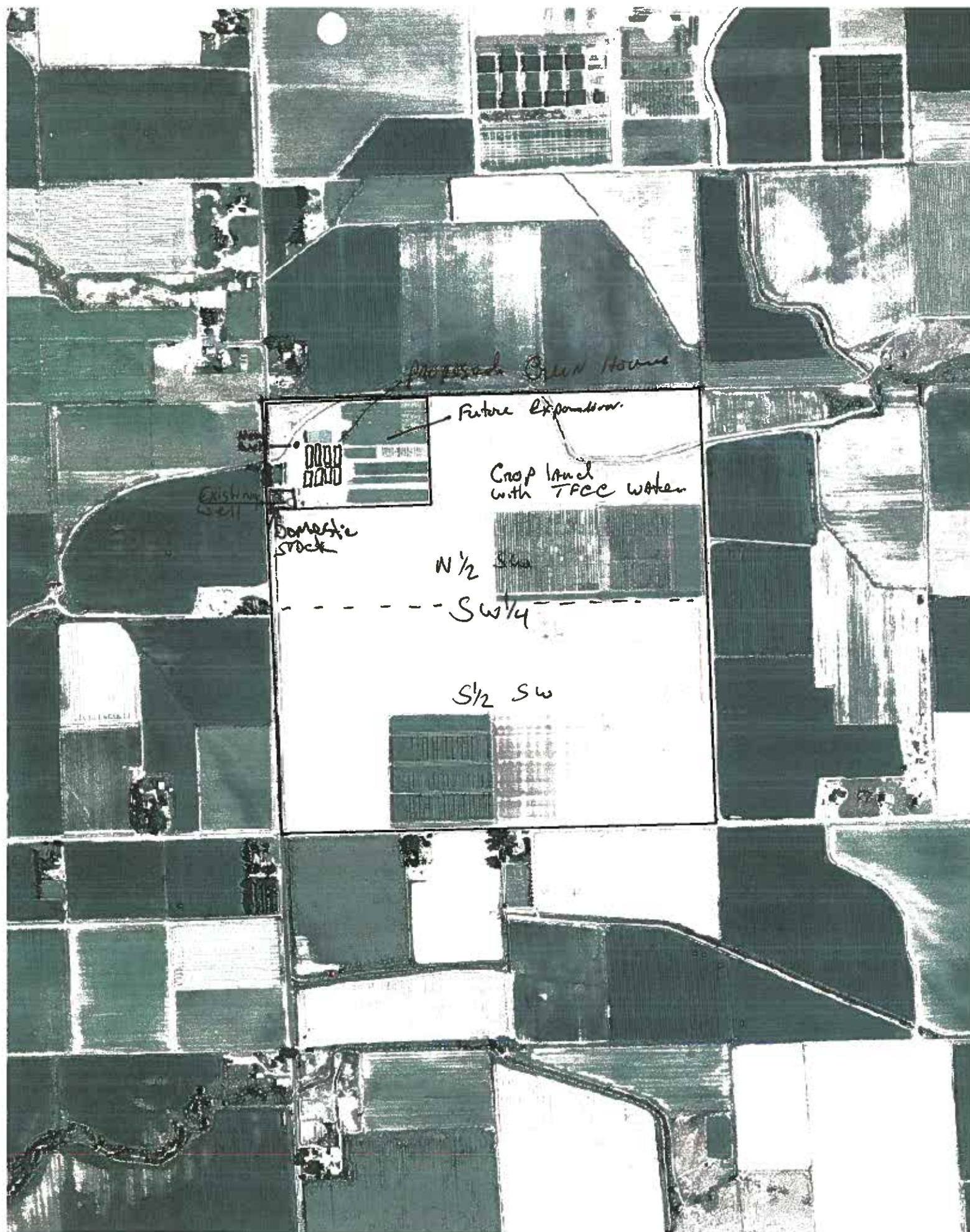
1. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
2. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. 10S18E324800

Decreed Date: 6/25/1999

Total Acres (for irrigation use) 7

Total Acres (for irrigation use)

Add'l Fee Paid _____ Date _____ Received by _____ Receipt # _____



N 1/2 & S 1/2 of SW 1/4 Sec 32 Twp 10 South Range 18 East



SW of NW 1/4 Sec 32
Township 11 South Range 18 East

Flies being dried up

05/14/2007 NON 16:57 FAX 12084234779 BETASEED

0002/002

03-24-2006 01:32PM FROM-

Y-988 P.002/003 F-859

Twin Falls County, Idaho

Recorded For:
TITLEFACT

02:20pm Dec. 14, 1999
1999 - 021867

No. of Pages: 2 Fee: \$6.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: CN

WARRANTY DEED

For Value Received LOGAN M. BELLEVILLE, the Grantor, does hereby grant, bargain, sell and convey unto the Grantee, BETASEED, INC., whose current address is P. O. Box 859, Kimberly, Idaho 83341, the following described premises, in Twin Falls County, Idaho, to-wit:

Township 10 South, Range 18 East, Boise Meridian, Section 32:
S $\frac{1}{2}$ SW $\frac{1}{4}$

Together with 80 shares of stock in the Twin Falls Canal Company.

SUBJECT TO easements and rights of way of record,
and

SUBJECT TO taxes for the year 2000 and subsequent years.

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

DATED: December 14th, 1999.

Logan M. Belleville
LOGAN M. BELLEVILLE

By Herman Stevers Attorney in Fact
HERMAN STEVERS, Attorney in Fact

Twin Falls County, Idaho

TITLEFACT

02:19pm Dec. 14, 1999
1999 - 021866No. of Pages: 2 Fee: \$5.00
RICHARD M. FORT
Ex-Officio Recorder
Deputy Clerk

WARRANTY DEED

For Value Received LOGAN M. BELLEVILLE, the Grantor, does hereby grant, bargain, sell and convey unto the Grantee, BETASEED, INC., whose current address is P. O. Box 859, Kimberly, Idaho 83341, the following described premises, in Twin Falls County, Idaho, to-wit:

Township 10 South, Range 18 East, Boise Meridian, Section 32;
N $\frac{1}{2}$ SW $\frac{1}{4}$

Together with 80 shares of stock in the Twin Falls Canal Company.

SUBJECT TO easements and rights of way of record,

and

SUBJECT TO taxes for the year 2000 and subsequent years.

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

DATED: December 14, 1999

Logan M. Belleville
LOGAN M. BELLEVILLE

Herman Sievers
HERMAN SIEVERS, Attorney in Fact

WARRANTY DEED - 1



United States
Department of
Agriculture

Farm and Foreign
Agricultural
Services

Farm Service
Agency

1441 Fillmore
Suite B
Twin Falls, Idaho
83301

208-733-5380
FAX 734-5138

July 17, 2008

Idaho Dept. of Water Resources
1341 Fillmore St.
Twin Falls, ID 83301

To Whom It May Concern:

This is to confirm that Mathers Ranch Inc. reported new seeding alfalfa planted in the 2002 crop year in SW NW of Section 32, Township 11 South, Range 18 East of the Boise Meridian.

Sincerely,

A handwritten signature in cursive script, reading "Candy Hansing", is written above the typed name.

Candy Hansing
Program Technician



TWIN FALLS CANAL COMPANY

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



September 24, 2009

RE: Mathers Ranch, Inc. Water Shares

To whom it concern,

There are no Twin Falls Canal Company Water Shares on the following property that Mather's Ranch, Inc. owns.

SE1/4 SE1/4

E1/2 SW1/4 NE1/4 that land lying South of High Line Canal

NW1/4 SE1/4

SW1/4 SE1/4

SE1/4 SW1/4

SE1/4 NE1/4

All in Section 31, Township 11, Range 18

And

SW1/4 NW1/4

NW1/4 SW1/4

Section 32, Township 11, Range 18

All 100.00 shares are appurtenant to the NE1/4 SE1/4, W1/2 SE1/4 SE1/4 & SW1/4 SE1/4

Sincerely

Kay Puschel
Water Records

**AGREEMENT FOR PURCHASE AND SALE
OF
WATER RIGHTS**

THIS AGREEMENT is made and entered into as of the date of the last signature hereto by and between MATHERS RANCHES, INC., an Idaho corporation, whose address is 3480 East, 3100 North, Kimberly Idaho (hereinafter "Seller"), STAN HAYE of SNAKE RIVER MANAGEMENT, INC., hereinafter referred to as the Seller's "Brokerage Agent", and BETASEED, INC., a Minnesota corporation, whose address is 1788 Marchall Road, Shakopee, Minnesota (hereinafter "Buyer").

RECITALS

A. Seller is the owner and holder of Water Rights Nos. 47-17476, 47-17478, and 47-17480, previously licensed by the Idaho Department of Water Resources, and as recommended in *In Re the General Adjudication of Rights to the Use of Water from the Snake River Basin Water System*, Twin Falls County District Court Civil No. 39576 (the "SRBA"), which entitle Seller to irrigate 228.7 acres of land on Seller's property with 4.18 cubic feet per second ("cfs") of groundwater with priority dates of August 8, 1954, November 6, 1961, and April 3, 1961 respectively (the "Seller Water Rights").

B. Buyer desires to purchase from Seller a portion of the Seller's Water Rights used to irrigate nine (9) acres of the Seller's Property so as to transfer the same to Buyer's Property located in the SWNW of Section 32, Township 10 South, Range 18 East, in Twin Falls County, and Seller is willing to sell the Water Rights to Buyer, subject to approval by the Idaho Department of Water Resources (hereinafter referred to as the "Department") of: 1) the Buyer's application for transfer; and to all other terms and conditions hereinafter set forth.

NOW, THEREFORE, the Original Agreement is hereby amended and superseded in its entirety to read as follows:

TERMS AND CONDITIONS

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are an integral part of this Agreement and are fully incorporated herein by this reference.

2. **SALE.** The Seller, for and in consideration of the payment to be made and the covenants and conditions to be kept and performed by the Buyer, as hereinafter set forth, does hereby contract and agree to sell and convey to Buyer, and the Buyer does hereby agree to buy from the Seller, a portion of the Seller's Water Rights totaling 27 acre-feet used to irrigate nine (9) acres of the Seller's Property in the SWNW, Section 32, and SESE, Section 31 Township 11 South, Range 18 East, Twin Falls County, Idaho (the "Water Rights"). The diversion rate in cubic feet per second ("cfs") necessary to total 27 acre-feet shall be determined by the Department's approval of the above-referenced application for transfer and shall be identified and conveyed by the Seller to Buyer in the deed at Closing.

3. PURCHASE PRICE AND TERMS OF PAYMENT. The total purchase price of the Water Rights shall be Thirty Thousand Seven Hundred and Eighty Dollars (\$30,780.00). The purchase price shall be delivered to the Closing Agent in immediately available funds not less than one (1) business day prior to the Closing.

4. BUYER'S TRANSFER / DUTY TO COOPERATE. Within thirty (30) days of the execution of this Agreement, the Parties shall execute an application for transfer ("Application") with the Department, including all other necessary documents, to initiate the transfer of the Water Rights from Seller to Buyer in accordance with this Agreement. Seller hereby affirms that Buyer has permission to make the Application and agrees to sign any documentation to that effect required by the Department pertaining to the Application. The Parties shall fully cooperate to perform all actions and matters necessary to insure the approval of the Applications, including making any appearances at any hearings that may be required.

5. TRANSFER COSTS. All costs and expenses incurred in the filing and processing of the Application shall be borne exclusively by the Brokerage Agent. However, in the event the Application is protested and proceeds to a contested case before the Department, the Buyer shall be responsible for any legal or technical consulting costs that are incurred due to an appeal or to address and satisfy demands by the Department relating to the approval of the Application.

6. CONDITION TO BUYER'S PURCHASE OF WATER RIGHTS. Buyer's obligation to purchase the Water Rights pursuant to this Agreement shall be subject to and conditioned upon the approval of the Application by the Department. Buyer shall diligently pursue the Application's approval with the Department. The Department's approval, including any conditions on the approval, must be satisfactory to and accepted by Buyer.

7. TITLE; GRANT DEED FOR WATER RIGHT. Seller shall transfer all of its right, title and interest in and to the Water Rights to Buyer by grant deed (the "Deed") in the form attached hereto as "Exhibit A". Buyer may submit to the Department as a part of its Application a copy of this Agreement with the purchase price redacted.

8. CLOSING. The closing of this transaction and the delivery of the executed Deed to Buyer and the entire purchase price to Seller shall take place at the offices of Twin Falls Title & Escrow ("the Closing Agent") after July 1, 2010 on a regular business day within ten (10) days of the date the final order(s) by the Department approving the Application (with conditions acceptable to Buyer) becomes non-appealable (the "Closing Date").

9. CLOSING COSTS. Any costs associated with Closing, including any fees charged by the Closing Agent, not to exceed two hundred dollars (\$200.00) shall be paid by the Brokerage Agent.

10. PROTECTION OF WATER RIGHTS FOR NON-USE. Until Buyer receives its satisfactory approval of the Application by the Department, Seller may continue to use the Water Rights on the authorized place of use for irrigation purposes during the 2010 irrigation season and any subsequent irrigation seasons or portions thereof throughout the pendency of the

Application before the Department. If Seller decides to use the Water Rights for irrigation purposes for the 2010 irrigation season, through lease or otherwise, and the Department finally approves Buyer's Application during the 2010 irrigation season or at any time thereafter and Buyer accepts such final approval, Seller (and/or its lessee) shall immediately comply with all conditions of the Department's approval, including ceasing to divert and use the Water Rights for irrigation purposes at that time. Seller shall include such terms in a proposed lease of the Water Rights to the Idaho State Water Supply Bank.

11. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller hereby represents and warrants to Buyer, as of the Closing for the Water Rights, as follows:

a. Authority. Seller owns the Water Rights in fee simple. Seller and Seller's representative executing this Agreement on behalf of Seller has the full legal right, power and authority to enter into and perform this Agreement and already has obtained any necessary consents and approvals to do so.

b. Good Title. Seller has good and marketable title to the Water Rights, and Seller shall remove, or cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Water Rights or the Seller's Property on or before Closing.

c. Appurtenance. The Water Rights are appurtenant to and have been beneficially used to irrigate the authorized place of use on Seller's property.

d. Not Forfeited. To the best of Seller's knowledge, the Water Rights have not been forfeited or abandoned in whole or in part, have been placed to continual beneficial use on the Seller's property, and have never been subject to a continuous five-year period of non-use except as such non-use occurred while the Water Rights were in an appropriate water bank, were claimed in the Snake River Basin Adjudication, or the appurtenant place of use was enrolled in a government annual grain base or long-term crop land set-aside program, or except as such non-use occurred by reason of any other applicable defense set forth in Idaho Code § 42-223 that protected the Water Rights from forfeiture.

12. SELLER'S REPRESENTATIONS AND WARRANTIES SURVIVE CLOSING. Seller agrees that the above representations and warranties in Paragraph 11 will survive Closing.

13. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer hereby represents and warrants to Seller that Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder. Buyer agrees that the representations and warranties in this Paragraph 13 will survive Closing.

14. COMMISSION. Seller has agreed to pay the Brokerage Agent a commission based upon the sale price of the Water Rights, due and payable upon Closing. Buyer is not obligated to pay any commission to the Brokerage Agent.

15. GENERAL PROVISIONS.

(1) Severance and Validity. In the event any provision of this Agreement or any part thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder, or party thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being agreed that such remaining provision shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void, or unenforceable provision or part thereof.

(2) Attorney Fees. In the event of any suit or proceeding by either party herein against the other party, in any way arising out of this Agreement, or attempting to enforce any right herein granted, the losing party, in such suit or proceeding shall pay to the prevailing party such sum or sums as the court shall adjudge reasonable, in such suit or proceeding, for attorney fees, including such fees on appeal, for such prevailing party.

(3) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to contracts made and performed in that state.

(4) Captions to Paragraphs. The captions to the paragraphs of this Agreement are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs.

(5) Binding Contract. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representative, administrators, successors, and assigns of the parties hereto. However, Buyer shall not assign its interest in this Agreement to any third party.

(6) Advice of Counsel. The Parties have been advised that they should seek the advice of legal counsel of their own choosing prior to entering into this Agreement.

(7) Time of the Essence. The Parties acknowledge and agree that time is and shall be of the essence as to each and every term and condition contained herein.

16. ENTIRE AGREEMENT. This is the entire agreement of the Parties with respect to matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by the Parties.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed on the dates set forth below.

"SELLER"

MATHERS RANCHES INC.

DATE: 10-26-09

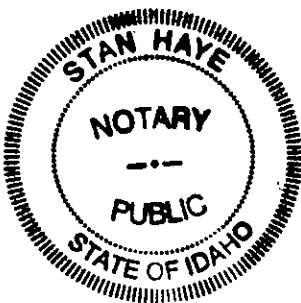
By: Doug Mathers Pres.
Doug Mathers, President

By: Lottie Mathers, Sec.
Lottie Mathers, Secretary

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 26 day of October, 2009, before me, a Notary Public, in and for said County and State, personally appeared DOUG AND LOTTIE MATHERS, known or identified to me to be the PRESIDENT AND SECRETARY of the corporation that executed the instrument. On behalf of said corporation and acknowledge to me that such corporation executed the same

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



Stan Hays
NOTARY PUBLIC FOR IDAHO
Residing at: TF County
My commission expires: 8-30-12

"BUYER"

BETASEED, INC.

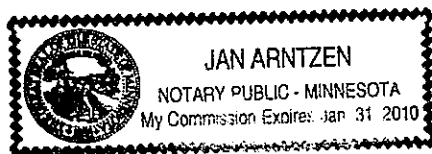
DATE: October 29, 2009

By: Kurt Wickstrom
Kurt Wickstrom, President

STATE OF MINNESOTA)
) ss.
County of SCOTT)

On this 29TH day of OCTOBER, 2009, before me, a Notary Public for said County and State, personally appeared Kurt Wickstrom, known or identified to me to be the President of Betaseed, Inc., and the person who executed the foregoing instrument on behalf of said company and acknowledged to me he executed the same on behalf of said company.

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



Jan Arntzen
NOTARY PUBLIC FOR MINNESOTA
Residing at: SCOTT COUNTY
My commission expires: JAN. 31, 2010

“BROKERAGE AGENT”

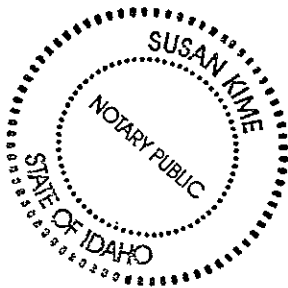
SNAKE RIVER MANAGEMENT, INC.

By: Stan Haye
Stan Haye President

STATE OF IDAHO)
County of Twin Falls) ss.

On this 26th day of October, 2009, before me, a Notary Public for said County and State, personally appeared Stan Haye, known or identified to me to be the President of Snake River Management, Inc., and the person who executed the foregoing instrument on behalf of said company and acknowledged to me he executed the same on behalf of said company.

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



Susan Kime
NOTARY PUBLIC FOR IDAHO
Residing at: Jerome old.
My commission expires: 8-29-14

POWER OF ATTORNEY

Dated this 29TH day of OCTOBER, 2009

My commission expires: 1-31-2010