



Jarin O. Hammer

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Email hammer@beardstclair.com

RECEIVED

JUN 08 2010

June 7, 2010

Blake Jordan
Idaho Department of Water Resources
900 North Skyline Drive
Idaho Falls, Idaho 83402

Re: Mount Oxford Ranch Company – Amendment to Transfer No. 70645

Dear Blake:

Here is our amended application for transfer no. 70645. We have also included the following:

- (1) Articles of Amendment dated 5/9/2005. Downata Ranch and Recreation Company changed its name to Mount Oxford Ranch Company on 5/9/2005. There has been no ownership change of the underlying ground relating to the transfer, only a name change.
- (2) Copy of front page of CRP contract and accompanying map. The contract shows that tract no. 7633 is the ground placed in CRP. The FSA map shows that tract no. 7633 is the place of use for water right no. 29-2293.
- (3) Copy of signed easement for point of diversion. The signed easement shows that Mount Oxford has authority to use the new point of diversion for water right no. 29-2293.
- (4) Check for \$50 filing fee.

If you need more information please let me know. If not, we would like to move forward and get the application processed.

Sincerely,

Jarin O. Hammer

**Articles of Amendment/Restatement of
Articles of Incorporation of Downata
RANCH AND Recreation Company**

Pursuant to the provisions of § 30-1-1003 of the Idaho Business Corporation Act, Downata Ranch and Recreation Company adopts the following amendments to its articles of incorporation:

The following amendments to the articles of incorporation were adopted by the shareholders of the corporation on April 29, 2005, in a manner prescribed by the Idaho Business Corporation Act:

1. Name of Corporation

The name of the corporation shall be: Mount Oxford Ranch Company.

2. Purposes

The corporation is organized for the purposes of running a ranch business, including but not limited to growing and harvesting crops, and raising cattle for sale, and all other lawful business for which a corporation may be incorporated under the Idaho Business Corporation Act.

3. Term

The corporation is to have a perpetual existence.

4. Registered Office and Registered Agent

The registered office of the corporation shall be at 2105 Coronado Street, Idaho Falls, Idaho. The registered agent of the corporation at that address shall be Winston V. Beard.

5. Corporate Shares

The total number of shares which the corporation is authorized to issue is 1,000, all of one class, with each share having no par value.

6. Incorporators

The name and address of each incorporator is

D. Gary Peterson
2105 Coronado Street
Idaho Falls, Idaho 83402-0501

7. Directors

The corporation shall have at least two directors.

8. Preemptive rights

The shareholders of the corporation do not have a preemptive right to acquire the corporation's unissued shares.

All the corporation's outstanding shares were voted in favor of the resolution adopting the foregoing amendments to the articles of incorporation.

The effective and adoption date of the amendments was April 29, 2005.

Downata Ranch and Recreation Company

By: 

Roger H. Thompson

Its: Secretary

FILED EFFECTIVE
2005 MAY -9 PM 12:02
SECRETARY OF STATE
STATE OF IDAHO

IDAHO SECRETARY OF STATE
05/09/2005 05:00
CK: 2214 CT: 1681 BH: 809432
1 @ 30.00 = 30.00 AMEND PROF # 2

C 83840

EASEMENT AGREEMENT

1. Effective Date

This agreement is effective on the date all parties have signed it.

2. Parties

Mount Oxford

Mount Oxford Ranch Company,
an Idaho corporation, located at P.O. Box 185,
Downey, Idaho 83234-0185.

Webster

Cory M. Webster and Jill T. Webster, a married
couple, located at 24359 South U.S. Highway 91,
Downey, Idaho 83234.

Lake

Sharon Lake, a single woman, located at 280 E.
2nd South, Downey, Idaho 83234.

3. Background and Agreement

Mount Oxford owns the North $\frac{1}{2}$ SW $\frac{1}{4}$, Section 3, Township
12 South, Range 37, E.B.M., Bannock, County, Idaho.
(Mount Oxford Property).

Webster owns the NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 3, Township
12 South, Range 37, E.B.M., Bannock, County, Idaho
(Webster Property).

Lake owns a portion of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 3,
Township 12 South, Range 37, E.B.M., Bannock, County,
Idaho (Lake Property).

Webster's property adjoins Lake's property. Lake's
property adjoins Mount Oxford's property.

A portion of Marsh Creek runs through all of the parties'
properties. In the past, the creek has run in many different
directions. Historically, the predecessors to Mount
Oxford's property have used a ditch that has run acrossed
Lake's property and Mount Oxford's property to irrigate
real property owned by Mount Oxford.

A map is attached as Exhibit A showing where the general
location of the ditch will be located.

The purpose of this easement agreement is to expressly
state the easement for the ditch as shown on the Map.

In consideration of the mutual promises, terms and
conditions set out in this agreement, receipt and
sufficiency of which is acknowledged, the parties grant the
easements provided in this agreement and agree as
follows:

4. Definitions

4.1. Mount Oxford - Easement A

Webster grants Mount Oxford an easement to maintain
and repair the ditch along the route described on Exhibit
B.

4.2. Mount Oxford - Easement B

Lake grants Mount Oxford an easement to maintain and
repair the ditch along the route described on Exhibit C.

4.3. Maintain:

Periodically cleaning, excavating, and maintaining the
ditch for irrigation purposes.

5. Specific Terms

- 5.1 The easements are perpetual.
- 5.2 Mount Oxford - Easement A is to be used to
maintain the ditch for irrigation.
- 5.3 Mount Oxford - Easement B is to be used to
maintain the ditch for irrigation.
- 5.4 Mount Oxford will maintain the portion of the
easement on the Webster property that benefits
Mount Oxford.
- 5.5 Mount Oxford will maintain the portion of the
easement on the Lake property that benefits
Mount Oxford.

6. General Terms

- 6.1 The terms and provisions hereof shall be for the
benefit of and binding upon the heirs, successors
and assigns of the parties hereto.
- 6.2 This Agreement shall be construed in accordance
with the laws of the State of Idaho. The parties
agree that the courts of Idaho shall have exclusive
jurisdiction and agree that Bannock County is the
proper venue.
- 6.3 This agreement constitutes the entire agreement
among the parties and supersedes all prior
memoranda, correspondence, conversations and
negotiations between the parties.
- 6.4 This agreement and supersedes all previous
easement agreements entered into between the
owners of the respective properties subject of this
agreement.

7. Signatures

Mount Oxford Ranch Company

 **Beard
St. Clair**
Attorneys

By R. Thompson
Its V.P.

Cory M. Webster
Cory M. Webster

Jill T. Webster
Jill T. Webster

Sharon Lake
Sharon Lake

8. Acknowledgments

STATE OF UTAH

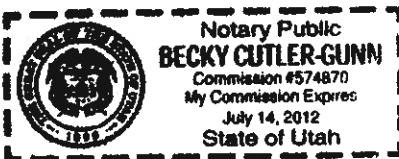
County of Salt Lake

ss.

On this 21st day of May, in the year 2010,
before me Becky Cutler-Gunn, personally appeared R.
Eric Thompson, known or identified to me (or proved to
me on the oath of _____), to be the Vice
President of Mount Oxford Ranch Company, the
corporation that executed the instrument or the person
who executed the instrument on behalf of said corporation
and acknowledged to me that such corporation executed
the same.

Becky Cutler-Gunn
Notary Public for
Residing At: Salt Lake City, Utah
Commission Expires: 7-14-12

(SEAL)



STATE OF IDAHO

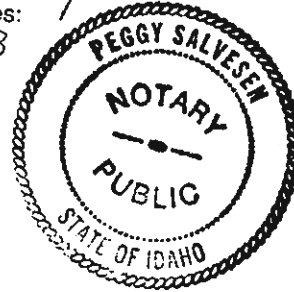
County of Cannock

ss.

On this 13 day of May, in the year 2010, before
me Peggy Salvesen, a(n) _____ notary public
personally appeared Cory M. Webster and Jill T. Webster,
known or identified to me (or proved to me on the oath of
_____), to be the persons whose names are
subscribed to the within instrument and acknowledged to
me that they executed the same.

Peggy Salvesen
Notary Public for Idaho
Residing At: Drummond
Commission Expires: 8-8-13

(SEAL)



STATE OF IDAHO

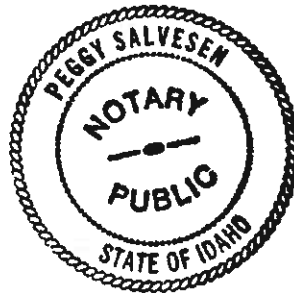
County of Cannock

ss.

On this 13 day of May, in the year of 2010, before
me Peggy Salvesen, an Idaho notary public,
personally appeared Sharon Lake, known or identified to
me, to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they
executed the same.

Peggy Salvesen
Notary Public for Idaho
Residing at Drummond Lake
Commission Expires: 8-8-13

(SEAL)

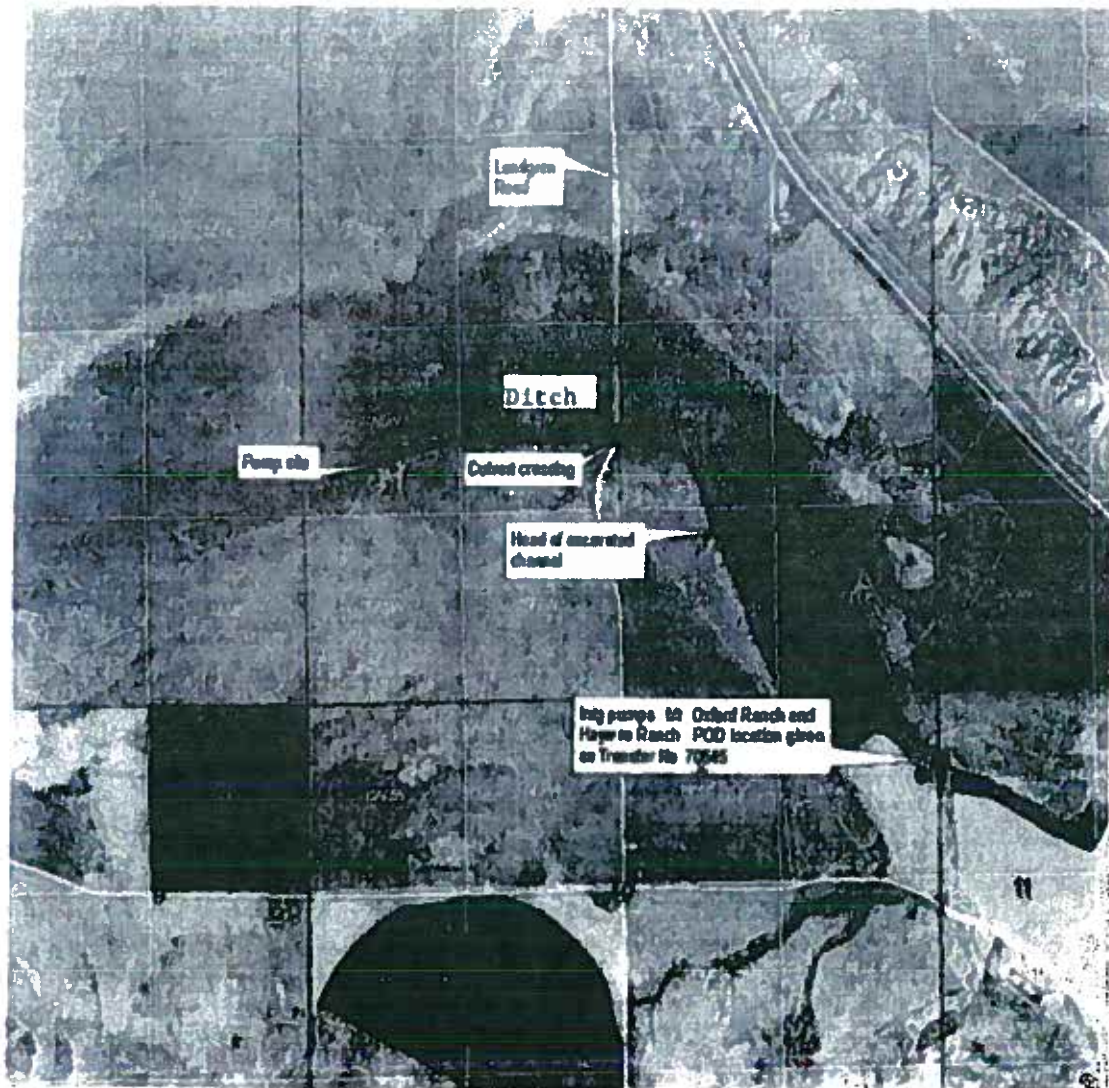


EXHIBIT

tabbies

A

Ditch



Easement A



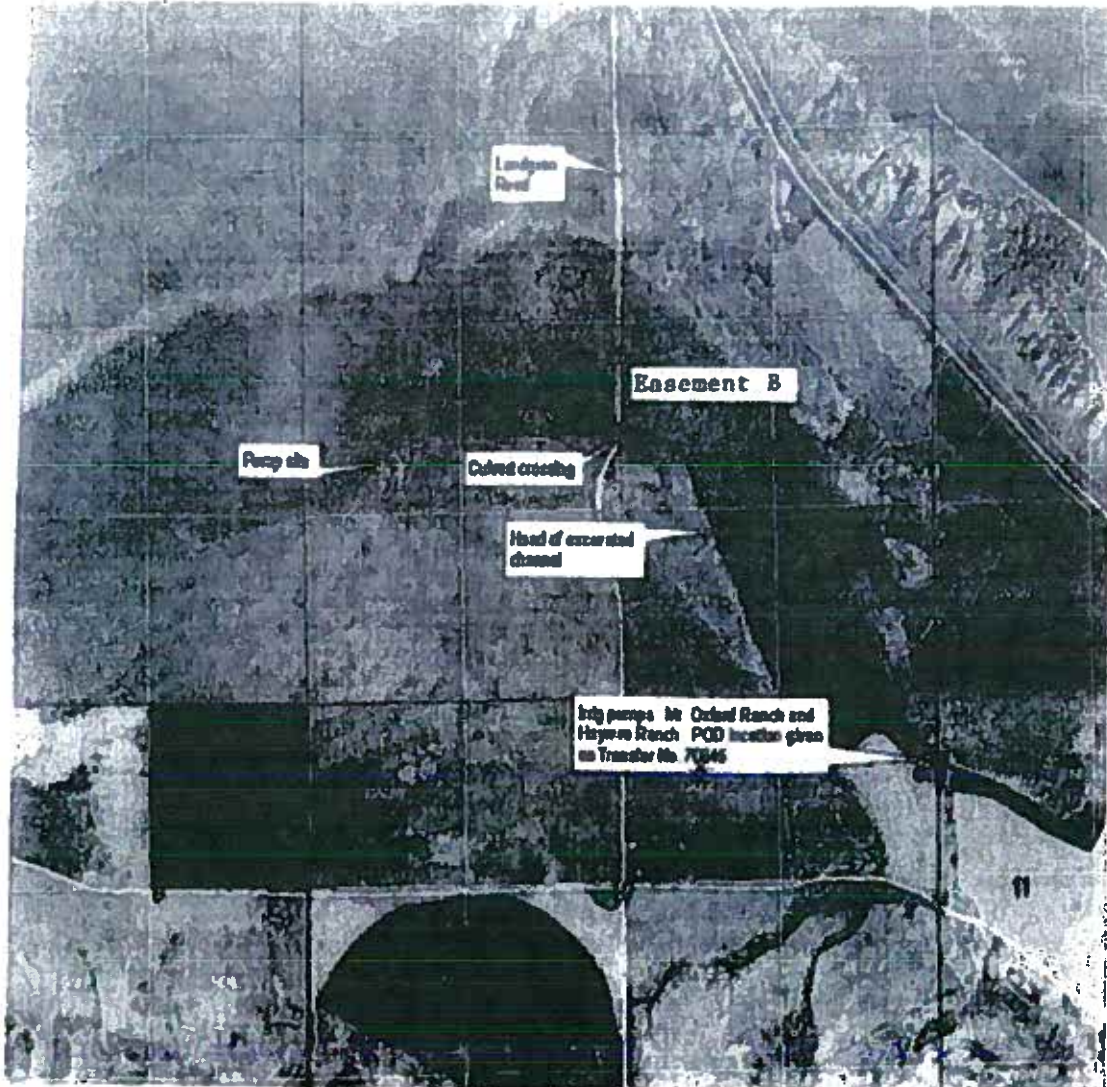
The location of Easement A is located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 3, Township 12 South, Range 37, E.B.M., Bannock, County, Idaho and the easement is further described using the following global positioning system (gps) coordinates as follows:

The diversion point for the ditch begins at gps coordinate 42 24.289 N, 112 07.002 W and runs approximately 205 feet in a northwesterly direction until the ditch crosses the Webster property to the Lake property at the gps coordinate 42 24.311 N, 112 07.028 W.

EXHIBIT

C

Easement B



Form Approved - OMB No. 0560-0125

CRP-1
(01-30-97)U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

CONSERVATION RESERVE PROGRAM CONTRACT

7. COUNTY OFFICE ADDRESS AND PHONE NO. (area code)

BANNOCK COUNTY FSA OFFICE
1551 BALDY AVE, SUITE 1
POCATELLO, ID 83201-7117
TELEPHONE #: (208)237-34351. ST. & CO. CODE & C/D
16 005 22. SIGN-UP NUMBER
153. CONTRACT NUMBER
6414. ACRES FOR ENROLLMENT
191.15. FARM NUMBER
5076. TRACT NUMBER(S)
76338. OFFER (Select one)
STANDARD
ENVIRONMENTAL PRIORITY9. CONTRACT PERIOD
FROM (M/D/Y) TO (M/D/Y)
10-01-97 9-30-2007

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant." The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") for the stipulated contract period from the date the Contract is executed by the CCC or other use set by CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; and if applicable, CRP-15 and CRP-1 Continuation.

10. OFFER FOR PERMISSION TO ALLEY CROP

In order to participate in CRP under CP19, Alley Cropping, I/we submit an offer of \$ _____ per acre reduction, from the amount specified in item 11A, in the annual rental payments for permission to produce agricultural commodities on eligible acres in accordance with the provisions for alley cropping set out in the applicable regulations. I/we understand that for each year of the CRP contract the annual rental payment will be reduced by the amount agreed to above, which reduction must be a reduction of at least 50 percent in the annual rental payment.

11A. Rental Rate Per Acre \$ 28.08

B. Annual Contract Payment \$ 5366.00

C. First Year Payment \$ NA
(Item 11C applicable only to continuous signup when the first year payment is prorated.)

12. Identification of CRP Land

A. Tract No.	B. Field No.	C. Practice	D. Acres	E. Total C/S
7633	1	CP10 - Grass Est	36.1	
	2	CP10 - Grass Est	75.6	
	3	CP10 - Grass Est	79.4	

13. OWNERS, OPERATORS, AND TENANTS

A. OPERATOR NAME AND ADDRESS
SAME AS OWNER

SOCIAL SECURITY NUMBER

SIGNATURE

DATE

B. OWNER NAME AND ADDRESS
HOT SPRINGS RANCH ASSOCIATES
c/o BLAIR GREAVES, 404 E VALLEY VIEW
PRESTON, ID 83263-1543

100 %

SOCIAL SECURITY NUMBER

83 0355773

SIGNATURE HOT SPRINGS RANCH ASSOCIATES

by *Blair Greaves* 3/17/97

C. NAME AND ADDRESS

SOCIAL SECURITY NUMBER

SIGNATURE

DATE

14. CCC USE ONLY - Payments according to the shares are approved.

SIGNATURE OF CCC REPRESENTATIVE

DATE

Susan H. Chandler

9-17-97

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended, and regulations promulgated at 7 CFR PART 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct period to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Departments of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 266, 287, 371, 651, 1001; 15 USC 714a; and 31 USC 3729, may be applicable to the information provided.

Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OPM, (OMB No. 0560-0125), STOP 7630, Washington, D.C. 20250-7630. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, marital status, or disability.

☐ Original - County Office Copy☐ Owner's Copy☐ Operator's Copy☐ NRCS Copy

Tract 7633

1
36.9

2
74.2

3
82.7

