

Page 1 of

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
AMENDED APPLICATION FOR TRANSFER OF WATER RIGHTS
PART 1

RECEIVED
OCT 27 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Name of applicant WG FARMS LLC Phone 208-531-5104Post Office address c/o: Steven Whitesides, 719E 700N, Rupert, Idaho 83350**A. PURPOSE OF TRANSFER**

- 1 ☒ Change point of diversion ☒ Add diversion point ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other Create Permissible Place of Use
- 2 Describe the reason for the proposed changes Applicants have applied for enrollment into the CREP program for portions of the lands irrigated by the water rights below. Creating a PPU is the most efficant way to allow for the enrollment of more junior water rights in CREP, and allow for the continued use of senior rights.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1.	Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use	
	36-2061	2/20/1948	1.8 / 1280	Irrigation	15-Mar	to 15-Nov
	36-2134	6/7/1951	4.4 / 1160	Irrigation	15-Mar	to 15-Nov
	36-2135	6/7/1951	2.4 / 568	Irrigation	15-Mar	to 15-Nov
	36-2136	6/7/1951	2.7 / 640	Irrigation	15-Mar	to 15-Nov
	36-2142A	4/1/1974	2.7 / 632	Irrigation	15-Mar	to 15-Nov
	36-2220	5/2/1953	3 / 608	Irrigation	15-Mar	to 15-Nov
	36-2315A	1/21/1957	4.4 / 1016	Irrigation	15-Mar	to 15-Nov
	36-2315B ¹⁶⁹⁴⁶	1/21/1957	6.46 / 1476.4	Irrigation	15-Mar	to 15-Nov
	36-2315C	1/21/1957	0.9 / 248	Irrigation	15-Mar	to 15-Nov
	36-2315D	1/21/1957	2.8 / 880	Irrigation	15-Mar	to 15-Nov
	36-2315E	1/21/1957	3.4 / 1248	Irrigation	15-Mar	to 15-Nov
	36-2415A	2/18/1960	3.8 / 1074	Irrigation	15-Mar	to 15-Nov
	36-2501	7/25/1961	0.8 / 260	Irrigation	15-Mar	to 15-Nov
	36-2550	8/27/1962	4 / 868	Irrigation	15-Mar	to 15-Nov
	36-7186	5/19/1972	0.3 /	Irrigation	15-Mar	to 15-Nov
	36-7187	5/19/1972	0.4 /	Irrigation	15-Mar	to 15-Nov
	36-7399	10/30/1973	4.8 / 1280	Irrigation	15-Mar	to 15-Nov
	36-8212	6/22/1983	1.2 / 228	Irrigation	15-Mar	to 15-Nov
	36-8213	6/22/1983	2 / 544	Irrigation	15-Mar	to 15-Nov
	36-8257	12/6/1984	4.4 / 932	Irrigation	15-Mar	to 15-Nov
	36-8258	12/6/1984	8.7 / 1740	Irrigation	15-Mar	to 15-Nov
	36-8259	12/6/1984	5.2 / 1040	Irrigation	15-Mar	to 15-Nov
	36-15380	4/1/1974 OR 4-12-1994	0.3 /	Irrigation	15-Mar	to 15-Nov
	36-15356A	6/30/1973 OR 4-12-1994	0.2 / 66	Irrigation	15-Mar	to 15-Nov
	36-16403	2/20/1948	3.2 / 1280	Irrigation	15-Mar	to 15-Nov
	36-7267-16549	4/21/1989	0.2 / 64.4	Irrigation	15-Mar	to 15-Nov
	36-7945-16549	10/20/1980	0.3 / 59.2	Irrigation	1-Apr	to 15-Oct

3. Source of water Groundwater tributary to

4. Point(s) of diversion

5. Lands irrigated or place of use.

Total Acres	4430.2
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Part 1

6. General Information:

a. Description of diversion system Diversion system is a series of wells and pumps interconnected through a series of mainlines to a series of pivot, wheel line, and habd line irrigation systems.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
 Yes XX No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
The establishment of this PPU will facilitate enrolement of pivot corners and less productive ground into the CREP program.

d. Remarks:
Within the 4440 acre PPU listed above, individual water rights will be limited to the irrigation of a maximum number of acres, cfs, and total annual diversion as follows:

<u>Water right</u>	<u>Irrigation limit for individual right</u>			<u>Irrigation limit when the listed rights are combined</u>			
	<u>Acres</u>	<u>cfs</u>	<u>Annual diversion</u>	<u>Acres</u>	<u>cfs</u>	<u>Annual diversion</u>	<u>Combined rights: ALL BASIN 36-</u>
36-2136	160	2.68	640	160	2.68	640	<i>this right has no combinations</i>
36-2061	320	1.8	1280	612	10.88	2448	2061, 2220, 2501, 8213, 16403
36-2220	152	3.04	608	"	"	"	2061, 2220, 2501, 8213, 16403
36-2501	65	0.8	260	"	"	"	2061, 2220, 2501, 8213, 16403
36-8213	136	2.04	544	"	"	"	2061, 2220, 2501, 8213, 16403
36-16403		3.2	1280	"	"	"	2061, 2220, 2501, 8213, 16403
36-2134	295	4.41	1160	295	4.58	1160	2134, 7186
36-7186		0.26		"	"	"	2134, 7186
36-2135	142	2.44	568	142	2.84	568	2135, 7187
36-7187		0.4		"	"	"	2135, 7187
36-2142A	140	2.65	632	158	2.25	632	2142A, 15380
36-15380	18	0.26		"	"	"	2142A, 15380
36-2315A	254	4.38	1016	2496	42.45	9984	2315A/B/C/D/E, 7399, 8257, 8258, 8259
36-2315B	369	6.46	1476	"	"	"	2315A/B/C/D/E, 7399, 8257, 8258, 8259
36-2315C	62	0.92	248	"	"	"	2315A/B/C/D/E, 7399, 8257, 8258, 8259
36-2315D	220	2.83	880	"	"	"	2315A/B/C/D/E, 7399, 8257, 8258, 8259
36-2315E	312	3.44	1248	"	"	"	2315A/B/C/D/E, 7399, 8257, 8258, 8259
36-7399	320	4.83	1280	"	"	"	2315A/B/C/D/E, 7399, 8257, 8258, 8259
36-8257	233	4.42	932	"	"	"	2315A/B/C/D/E, 7399, 8257, 8258, 8259
36-8258	435	8.7	1740	"	"	"	2315A/B/C/D/E, 7399, 8257, 8258, 8259
36-8259	260	5.2	1040	"	"	"	2315A/B/C/D/E, 7399, 8257, 8258, 8259
36-7267	155	1.5	620	155	1.5	620	<i>this right has no combinations</i>
36-7945	25	0.5	100	25	0.5	100	<i>this right has no combinations</i>

Irrigation limit for individual right

Irrigation limit when the listed rights are combined

<u>Water right</u>	<u>Acres</u>	<u>cfs</u>	<u>Annual diversion</u>	<u>Acres</u>	<u>cfs</u>	<u>Annual diversion</u>	<u>Combined rights: ALL BASIN 36-</u>
36-2415A	269	3.77	1074	269	3.77	1140	2415A, 15356A
36-15356A		0.22	66	" " " "	" "		2415A, 15356A
36-2550	217	4.01	868	274	4.6	1096	2550, 8212
36-8212	58	1.16	228	" " " "	" "		2550, 8212
Totals	4616.6	76.32	19788.4	4585.5	76.05	18388	

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No.

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20____

For the Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2
(Attach one copy for each right)

RECEIVED

OCT 27 2009

DEPT. OF WATER RESOURCES
SOUTHERN REGION**A. DESCRIPTION OF RIGHT AS RECORDED**

1. Right evidenced by:

- a. Decree No. 36-2315B Decreed to _____
in case of _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach copy of last year's tax notice for the property for which the water right is appurtenant or other documents which show ownership

Label document as attachment A. Check appropriate box below:

☐

Tax Notice

☒

Warranty Deed

☐

Other _____

3. Source of water GROUND WATER tributary to _____4. Date of priority 1/21/1957

5. Water is used for the following purposes:

amount 7.0/1600 for IRRIGATION purposes from 15-Mar to 15-Nov
(cfs/ac-ft)amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)6. Total amount of water under right 7 cubic feet per second and/or 1600 acre feet per annum.

7. Point(s) of diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
	SE	NE		13	07S	24E	MINIDOKA	WELL AND PUMP
	NE	NE		14	07S	24E	MINIDOKA	WELL AND PUMP
	NW	SE		14	07S	24E	MINIDOKA	WELL AND PUMP
	NW	NE		24	07S	24E	MINIDOKA	WELL AND PUMP
	NW	NW		25	07S	24E	MINIDOKA	WELL AND PUMP
	SE	SE		25	07S	24E	MINIDOKA	WELL AND PUMP

8. Lands irrigated or place of use:

400

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S	24E	13	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640
07S	24E	14	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640
07S	24E	24		40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	600
07S	24E	25	40	40	40	40	40	40	40	40	40	40	18	32	40	40	36	40	606

Total Acres 2486

9. Describe any other water rights used for the same purpose as described above

Water rights 36-2315A, 36-2315C, 36-2315D, 36-2315E, 36-7399, 36-8257, 36-8258, and 36-8259 may be used in conjunction with this right.

Part 2

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

NO _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED*(If the entire right is to be changed by the applicant, omit part B and C.)*1. amount 0.54 / 123.6 for Irrigation purposes from 15-Mar to 15-Nov
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
	SE	NE		13	07S	24E	MINIDOKA	WELL AND PUMP
	NE	NE		14	07S	24E	MINIDOKA	WELL AND PUMP
	NW	SE		14	07S	24E	MINIDOKA	WELL AND PUMP
	NW	NE		24	07S	24E	MINIDOKA	WELL AND PUMP
	NW	NW		25	07S	24E	MINIDOKA	WELL AND PUMP
	SE	SE		25	07S	24E	MINIDOKA	WELL AND PUMP

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S	24E	13	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640
07S	24E	14	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640
07S	24E	24		40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	600
07S	24E	25	40	40	40	40	40	40	40	40	40	40	18	32	40	40	36	40	606

Total Acres 2486**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT** *(omit if there is no change)*1. amount 6.46 / 1476.4 for _____ purposes from 15-Mar to 15-Nov
(cfs/ac-ft)

2. Point(s) of Diversion

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
	SE	NE		13	07S	24E	MINIDOKA	WELL AND PUMP
	NE	NE		14	07S	24E	MINIDOKA	WELL AND PUMP
	NW	SE		14	07S	24E	MINIDOKA	WELL AND PUMP
	NW	NE		24	07S	24E	MINIDOKA	WELL AND PUMP
	NW	NW		25	07S	24E	MINIDOKA	WELL AND PUMP
	SE	SE		25	07S	24E	MINIDOKA	WELL AND PUMP

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S	24E	13	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640
07S	24E	14	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640
07S	24E	24		40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	600
07S	24E	25	40	40	40	40	40	40	40	40	40	40	18	32	40	40	36	40	606

Total Acres 2486

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

PART 2

(Attach one copy for each right)

RECEIVED

OCT 27 2009

DEPT. OF WATER RESOURCES
SOUTHERN REGION

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 36-7267 Decreed to _____
in case of _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach copy of last year's tax notice for the property for which the water right is appurtenant or other documents which show ownership

Label document as attachment A. Check appropriate box below:

☐

Tax Notice

☒

Warranty Deed

☐

Other _____

3. Source of water GROUND WATER tributary to _____

4. Date of priority 4/21/1989

5. Water is used for the following purposes:

amount 1.5 / 620 for IRRIGATION purposes from 15-Mar to 15-Nov
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 1.5 cubic feet per second and/or 620 acre feet per annum.

7. Point(s) of diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
		NE	SE	8	08S	25E	MINIDOKA	WELL AND PUMP

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	25E	8									20	20	15		40	40		20	155

Total Acres 155

9. Describe any other water rights used for the same purpose as described above

NONE.

Part 2

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

NO

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 0.16 / 64.4 for Irrigation purposes from 1-Apr to 15-Oct
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
		NE	SE	8	08S	25E	MINIDOKA	WELL AND PUMP

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	25E	8									16.1								16.1

Total Acres 16.1**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**1. amount 1.34 / 555.6 for Irrigation purposes from 1-Apr to 15-Oct
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
		NE	SE	8	08S	25E	MINIDOKA	WELL AND PUMP

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	25E	8									3.9	20	15		40	40		20	138.9

Total Acres 138.9

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

(Attach one copy for each right)

OCT 27 2003

DEPT. OF WATER RESOURCES
SOUTHERN REGION**A. DESCRIPTION OF RIGHT AS RECORDED**

1. Right evidenced by:

- a. Decree No. 36-7945 Decreed to _____
in case of _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach copy of last year's tax notice for the property for which the water right is appurtenant or other documents which show ownership

Label document as attachment A. Check appropriate box below:

☐

Tax Notice

☒

Warranty Deed

☐

Other _____

3. Source of water GROUND WATER tributary to _____4. Date of priority 10/20/1980

5. Water is used for the following purposes:

amount 0.5 / 100.0 for IRRIGATION purposes from 1-Apr to 15-Oct
(cfs/ac-ft)amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)6. Total amount of water under right 0.5 cubic feet per second and/or 100 acre feet per annum.

7. Point(s) of diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
	SW	NE	SE	22	08S	25E	MINIDOKA	WELL AND PUMP

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	25E	22									5	3			17				25

Total Acres 25

9. Describe any other water rights used for the same purpose as described above

NONE.

Part 2

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

NO If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 0.30 / 59.2 for Irrigation purposes from 1-Apr to 15-Oct
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
	SW	NE	SE	22	08S	25E	MINIDOKA	WELL AND PUMP

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	25E	22													14.8				14.8

Total Acres 14.8**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**1. amount 0.20 / 40.8 for Irrigation purposes from 1-Apr to 15-Oct
(cfs/ac-ft)

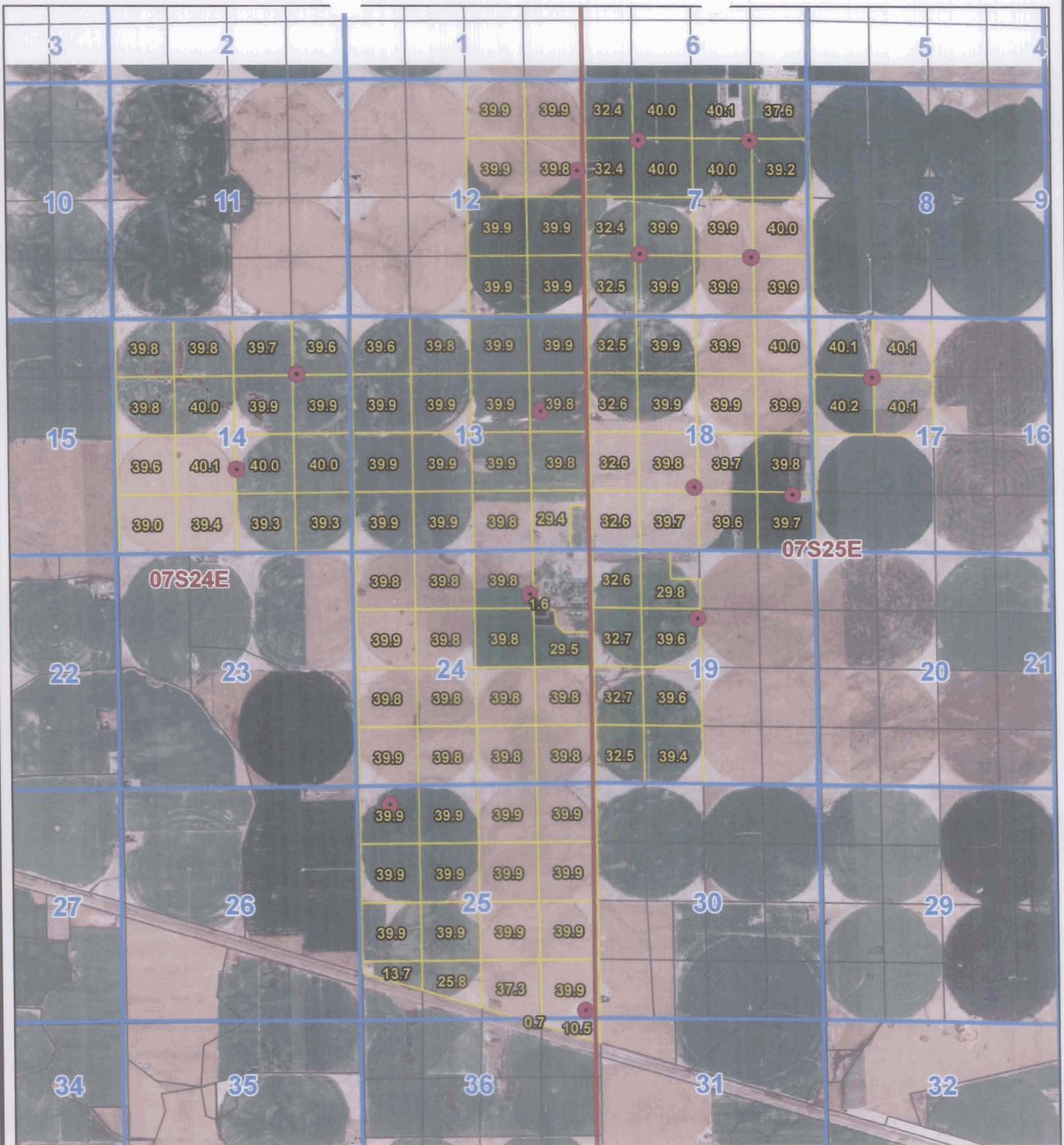
2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
	SW	NE	SE	22	08S	25E	MINIDOKA	WELL AND PUMP

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
08S	25E	22									5	3			2.2				10.2

Total Acres 10.2



1 inch equals 3,000.0 feet

WG FARMS LLC:
PROPOSED PPU TRANSFER MAP
NAIP 2006 AREAL PHOTOGRAPH



BROCKWAY ENGINEERING, PLLC
ALR (ZL) - OCT. 27, 2009

WG FARMS LLC

IYR WATER TRANSFER CALCULATIONS

BROCKWAY ENGINEERING PLLC

ACRES TO BE RETAINED BY IYR = **30.9 Acres**

TOTAL ACRES = **400.0 Acres**

PERCENTAGE OF ACRES TO BE RETAINED BY IYR = **7.7%**

Existing Water Right:

RIGHT #	36-2315B
SOURCE	GROUND WATER
CURRENT OWNER	WG FARMS LLC
PRIORITY DATE	1/21/1957
BASIS	PARTIALLY DECREED
USE	IRRIGATION
Diversion Rate	7.00 CFS
Diversion Volume	1600.0 AFA
Acre LIMIT	400.0 Acres

Water Rights to be Transferred to IYR Campus:

RIGHT #	36-2315B
SOURCE	GROUND WATER
CURRENT OWNER	WG FARMS LLC
PRIORITY DATE	1/21/1957
BASIS	PARTIALLY DECREED
USE	IRRIGATION
Diversion Rate	0.54 CFS
Diversion Volume	123.6 AFA
Acre LIMIT	30.9 Acres

Water Right to Remain in WG Farms LLC PPU:

RIGHT #	36-2315B
SOURCE	GROUND WATER
CURRENT OWNER	WG FARMS LLC
PRIORITY DATE	1/21/1957
BASIS	PARTIALLY DECREED
USE	IRRIGATION
Remaining Diversion Rate	6.46 CFS
Remaining Total Volume Limit	1476.4 AFA
Remaining Acre Limit	369.1 Acres

WG FARMS LLC
WATER TRANSFER CALCULATIONS
 BROCKWAY ENGINEERING PLLC

ACRES TO BE TRANSFERRED TO WG FARMS LLC PPU = **14.8 Acres**
 TOTAL ACRES = **25.0 Acres**
 PERCENTAGE OF ACRES TO BE TRANSFERRED = **59.2%**

Existing Water Right:

RIGHT #	36-7945
SOURCE	GROUND WATER
CURRENT OWNER	MOUNTAIN VIEW LAND LP
PRIORITY DATE	10/20/1980
BASIS	PARTIALLY DECREED
USE	IRRIGATION
Diversion Rate	0.50 CFS
Diversion Volume	100.0 AFA
Acre LIMIT	25.0 Acres

Water Rights to be Transferred to WG Farms PPU:

RIGHT #	36-7945
SOURCE	GROUND WATER
CURRENT OWNER	MOUNTAIN VIEW LAND LP
PRIORITY DATE	10/20/1980
BASIS	PARTIALLY DECREED
USE	IRRIGATION
Diversion Rate	0.30 CFS
Diversion Volume	59.2 AFA
Acre LIMIT	14.8 Acres

Water Right to Remain by MOUNTAIN VIEW LAND LP:

RIGHT #	36-7945
SOURCE	GROUND WATER
CURRENT OWNER	MOUNTAIN VIEW LAND LP
PRIORITY DATE	10/20/1980
BASIS	PARTIALLY DECREED
USE	IRRIGATION
Remaining Diversion Rate	0.20 CFS
Remaining Total Volume Limit	40.8 AFA
Remaining Acre Limit	10.2 Acres

WG FARMS LLC
TRANSFER CALCULATIONS
 BROCKWAY ENGINEERING PLLC -

	EXISTING WATER RIGHTS Currently at Nicholas Farm:
EXISTING RIGHT #	36-7267
USE	Irrigation
PRIORITY DATE	4/21/1989
SEASON OF USE	3/15 - 11/15
SOURCE	GW
DIVERSION RATE (CFS)	1.5
DIVERSION VOLUME (AFA)	620
% of total diversion rate	100%
INDIVIDUAL ACRE LIMIT	155
COMBINED LIMITS cfs	1.5
COMBINED LIMITS afa	620
COMBINED LIMITS acres	155

	Total amount Transferred to WG FARMS LLC PPU:
EXISTING RIGHT #	36-7267
USE	Irrigation
PRIORITY DATE	4/21/1989
SOURCE	GW
% of Water Right being Transferred	10.39%
DIVERSION RATE (CFS)	0.16
DIVERSION VOLUME (AFA)	64.4
INDIVIDUAL ACRE LIMIT	16.1
COMBINED LIMITS cfs	0.16
COMBINED LIMITS afa	64.40
COMBINED LIMITS acres	16.10

	REMAINING WATER RIGHTS ON NICHOLAS FARM:
EXISTING RIGHT #	36-7267
USE	Irrigation
PRIORITY DATE	4/21/1989
SOURCE	GW
% of Water Right being retained	89.61%
DIVERSION RATE (CFS)	1.34
DIVERSION VOLUME (AFA)	555.6
INDIVIDUAL ACRE LIMIT	138.90
COMBINED LIMITS cfs	1.34
COMBINED LIMITS afa	555.6
COMBINED LIMITS acres	138.90

Exhibit 1 - Step by Step Process for Evaluating Mitigation Requirements - New Trnsf Memo 24

ESPA Transfer Tool

	Row Column	To Cell		From Cell 1		From Cell 2		From Cell 3		Increase in Reach Depletion	
		72	70	81	0	0	0	0	0		
		Pre-Existing*		Proposed - Transient**		Proposed - Stead State***					
		ac-ft/tri	ac-ft/yr	ac-ft/tri	ac-ft/yr	ac-ft/tri	ac-ft/yr			ac-ft/tri	ac-ft/yr
Ashton to Rexburg:		0.2	0.7	0.3	0.8	0.3	0.8			0.0	0.1
Heise to Shelley:		0.3	0.8	0.3	0.9	0.3	0.9			0.0	0.1
Shelley to Near Blackfoot:		2.0	6.0	2.2	6.5	2.2	6.5			0.2	0.5
Near Blackfoot to Neeley:		7.0	21.1	7.6	22.8	7.6	22.8			0.6	1.7
Neeley to Minidoka:		3.7	11.0	2.2	6.7	2.2	6.7			-1.4	-4.3
Devil's Washbowl to Buhl:		3.4	10.3	3.8	11.3	3.8	11.3			0.3	1.0
Buhl to 1000 Springs:		1.3	3.9	1.4	4.3	1.4	4.3			0.1	0.4
1000 Springs:		0.8	2.5	0.9	2.8	0.9	2.8			0.1	0.3
1000 Springs to Malad:		0.1	0.3	0.1	0.3	0.1	0.3			0.0	0.0
Malad:		0.8	2.4	0.9	2.6	0.9	2.6			0.1	0.3
Malad to Bancroft:		0.0	0.1	0.0	0.1	0.0	0.1			0.0	0.0
Sum:		19.7	59.0	19.4	59.0	19.7	59.0			0	0

*Preexisting depletion at time of transfer; value obtained from ESPA Trnsf Model "Total Effect w/out Transfer"

**Maximum model predicted increase in depletion; values obtained from time step w/ largest depletion value in the ESPA Trnsf Model "Total Effect w/ Transfer"

***Model predicted increase in depletion at future steady state condition; values obtained from last time step of the ESPA Trnsf Model "Total Effect w/ Transfer"

Step 1: Check to determine if the maximum increase in depletion to a single reach due to the conditions proposed by the transfer, including increases during the transient state, is no greater than 2 ac-ft/trimester.

If increase is greater than 2 ac-ft/trimester mitigation may be required. If increase is less than 2 ac-ft/trimester than mitigation will not be required for the reach in question.

$$\text{Eqn 1: Increase} = (D_{\text{transf, max}} - D_{\text{pre}})/3$$

If Increase > 2 ac-ft then 'mitigate' (1), else 'no mitigation' (0)

Step 2: Check to determine if the maximum increase in depletion to a single reach due to the conditions proposed by the transfer, at the steady state condition, is greater than the preexisting condition by 10.0%.

If increase is greater than 10% mitigation may be required. If increase is less than 10% than mitigation will not be required for the reach in question.

$$\text{Eqn 2: \% Increase} = 100 * (D_{\text{transf, ss}} / D_{\text{pre}} - 1)$$

If % Increase > 10% of Preexisting then 'mitigate' (1) else 'no mitigation' (0)

Step 3: Check to determine if the depletion to a single reach due to the conditions proposed by the transfer, at the steady state condition, is greater than 10% of the total anticipated depletions to the Snake River.

If increase in depletions to the reach in question is greater than 10% of the total depletions to the River, mitigation may be required. If increase is less than 10% of the total, then mitigation will not be required for the reach in question.

$$\text{Eqn 3: \% Increase} = 100 * (D_{\text{transf, ss}} / \sum D_{\text{transf, ss}})$$

If Increase to Reach > 10% of Total Increase Then 'mitigate' (1), else 'no mitigation' (0)

Step 4: If each check (checks 1 - 3) determined that mitigation is required than the applicant is required to mitigate for the full value of increased depletion to the reach in question, as determined by the model.

If any of the checks (checks 1 - 3) determine that mitigation is not required, than the applicant is not required to mitigate.

If sum of mitigation check indicators = 3 Then 'mitigation required', else 'no mitigation required'

	Value*	Check 1 - 2 ac-ft/trimester	
		Mitigation Req'd?	
Ashton to Rexburg:	0.0	NO MITIGATION	0
Heise to Shelley:	0.0	NO MITIGATION	0
Shelley to Near Blackfoot	0.2	NO MITIGATION	0
Near Blackfoot to Neeley:	0.6	NO MITIGATION	0
Neeley to Minidoka:	-1.4	NO MITIGATION	0
Devil's Washbowl to Buhl:	0.3	NO MITIGATION	0
Buhl to 1000 Springs:	0.1	NO MITIGATION	0
1000 Springs:	0.1	NO MITIGATION	0
1000 Springs to Malad:	0.0	NO MITIGATION	0
Malad:	0.1	NO MITIGATION	0
Malad to Bancroft:	0.0	NO MITIGATION	0

*Obtained by using Eqn. 1

	Value*	Check 2 - 10% Dep. Increase	
		Mitigation Req'd?	
Ashton to Rexburg:	10%	NO MITIGATION	0
Heise to Shelley:	9%	NO MITIGATION	0
Shelley to Near Blackfoot	9%	NO MITIGATION	0
Near Blackfoot to Neeley:	8%	NO MITIGATION	0
Neeley to Minidoka:	0%	NO MITIGATION	0
Devil's Washbowl to Buhl:	10%	NO MITIGATION	0
Buhl to 1000 Springs:	10%	MITIGATION	1
1000 Springs:	11%	MITIGATION	1
1000 Springs to Malad:	11%	MITIGATION	1
Malad:	11%	MITIGATION	1
Malad to Bancroft:	11%	MITIGATION	1

*Obtained by using Eqn. 2

	Value*	Check 3 - 10% of Total Dep.	
		Mitigation Req'd?	
Ashton to Rexburg:	1.3%	NO MITIGATION	0
Heise to Shelley:	1.5%	NO MITIGATION	0
Shelley to Near Blackfoot	11.1%	MITIGATION	1
Near Blackfoot to Neeley:	38.7%	MITIGATION	1
Neeley to Minidoka:	11.3%	MITIGATION	1
Devil's Washbowl to Buhl:	19.1%	MITIGATION	1
Buhl to 1000 Springs:	7.4%	NO MITIGATION	0
1000 Springs:	4.7%	NO MITIGATION	0
1000 Springs to Malad:	0.5%	NO MITIGATION	0
Malad:	4.4%	NO MITIGATION	0
Malad to Bancroft:	0.2%	NO MITIGATION	0

*Obtained by using Eqn. 3

Ashton to Rexburg:	No Mitigation Required
Heise to Shelley:	No Mitigation Required
Shelley to Near Blackfoot	No Mitigation Required
Near Blackfoot to Neeley:	No Mitigation Required
Neeley to Minidoka:	No Mitigation Required
Devil's Washbowl to Buhl:	No Mitigation Required
Buhl to 1000 Springs:	No Mitigation Required
1000 Springs:	No Mitigation Required
1000 Springs to Malad:	No Mitigation Required
Malad:	No Mitigation Required
Malad to Bancroft:	No Mitigation Required

PART 3**B. CHANGES IN NATURE OF USE**

1.

<u>New Nature of Use</u>	<u>Amount</u> (cfs/ac-ft)	<u>Hours/days/year</u>	<u>Period of Use</u>
N/A.			to _____
			to _____
2. Quantity and quality of return flows and location of discharge:
N/A.
3. Describe the effects on other water uses resulting from the proposed change:
NONE.

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Jack Jathman - P.O.A.
(Signature of Applicant)

(Signature of Applicant)

Subscribed and sworn to before me this _____

26th

day of

October

, 20 09.

Sheila D. Daniels
(Notary Public)

My commission expires _____

Aug. 16, 2013

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by _____ Date _____ Protest filed by _____

Prelim. check by _____ Fee _____

Receipted by _____ Date _____

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ Approval ☐ Denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF APPLICATION FOR TRANSFER

To change the ownership of an application for transfer

I, Duane R. Grant, hereby assign to WG Farms LLC
719E 700N Rupert, ID 83350 208-431-0006
(Full address) (Phone)

All my right, title, and interest in and to **Application for Transfer No.** 74429 to transfer the public waters of the State of Idaho.

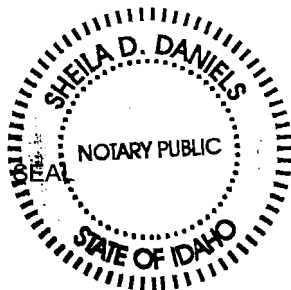
Made this 22nd day of June, 2009.

[Signature]
(Applicant(s) signature)

State of Idaho

County of Twin Falls } ss

On this 22nd day of June, 2009, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.



Sheila D. Daniels
Notary Public residing at
Kimberly, Idaho

My commission expires: Aug. 6, 2013

Assignment of Lease

THIS ASSIGNMENT OF LEASE is made and entered into this 11 day of June, 2009, between Idaho Youth Ranch, an Idaho Corporation, hereinafter called "Lessor", Harman Land Ranch, a Partnership, hereinafter called "Assigning Lessee", and WG Farms, Grant 4-D Farms and Mountain View Land, an Idaho Limited Liability Company, an Idaho General Partnership and Idaho LLP respectively, hereinafter collectively called the "Lessee".

WITNESSETH:

WHEREAS the Lessor and Assigning Lessee entered into that certain Amended and Restated Agreement of Lease dated May 17th, 2007 and;

WHEREAS the Assigning Lessee desires to assign his leasehold interest, together with all rights and obligations thereto, unto the Lessee;

THEREFOR, in consideration of the mutual covenants contained herein, the Amended and Restated Agreement of Lease is hereby assigned as follows:

1. The Assigning Lessee hereby assigns its leasehold interest, together with all rights and obligations thereto, unto the Lessee.
2. The Lessor hereby consents to and approves of the assignment of Lease.
3. The Lessee hereby accepts the assignment of the Lease, together with all rights and obligations thereto.

IN WITNESS WHEREOF, the parties have set their hands the day and year in this agreement first written above.

IDAHO YOUTH RANCH
Lessor

BY: [Signature]

MOUNTAIN VIEW LAND, LLP
Lessee

BY: [Signature]

WG FARMS, LLC
Lessee

BY: [Signature]

HARMAN LAND RANCH
Assigning Lessee

BY: [Signature]

Grant 4-D Farms
Lessee

BY: [Signature]

6-15-09

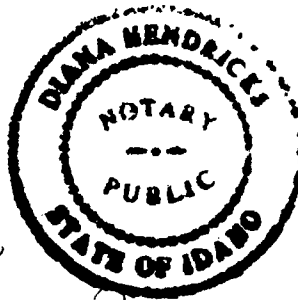


[Signature]

Con Effus 5/23/10

STATE OF IDAHO)
) ss.
County of Ada)

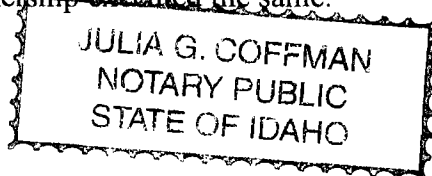
On this 11 day of June, 2009, before me a notary public for the State of Idaho, personally appeared Steven L. Woodward known or identified to me to be the President + CEO of Idaho Youth Ranch, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Diana Mendricks
Notary Public for Idaho
Residing at: Boise
My Commission Expires: 5/13/2011

STATE OF IDAHO)
) ss.
County of Minidoka)

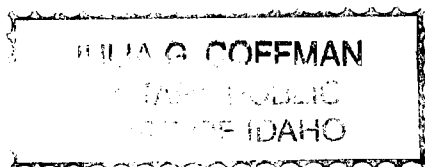
On this 15th day of June, 2009, before me a notary public for the State of Idaho, personally appeared Shane Grant known or identified to me to be the partner of Grant 40 Farms, the general partnership that executed the instrument or the person who executed the instrument on behalf of said general partnership, and acknowledged to me that such general partnership executed the same.



Julia G. Coffman
Notary Public for Idaho
Residing at: Superior, Ida
My Commission Expires: 6-20-2014

STATE OF IDAHO)
) ss.
County of Minidoka)

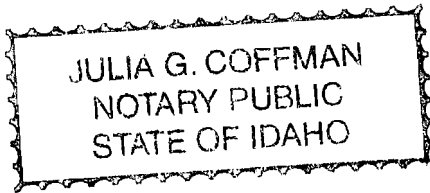
On this 16th day of June, 2009, before me a notary public for the State of Idaho, personally appeared Steve Whitesides known or identified to me to be the member of Mountain View Land, LLP, the limited liability partnership that executed the instrument or the person who executed the instrument on behalf of said limited liability partnership, and acknowledged to me that such limited liability partnership executed the same.



Julia G. Coffman
Notary Public for Idaho
Residing at: Superior, Ida
My Commission Expires: 6-20-2014

STATE OF IDAHO)
) ss.
County of)

On this 16th day of June, 2009, before me a notary public for the State of Idaho, personally appeared Steve Whitesides known or identified to me to be the Member of WG Farms, LLC, the limited liability partnership that executed the instrument or the person who executed the instrument on behalf of said limited liability partnership, and acknowledged to me that such limited liability partnership executed the same.



Julia G. Coffman
Notary Public for Idaho
Residing at Supert, Ida.
My Commission Expires: 6-20-2014

AMENDMENT OF LEASE

THIS AMENDMENT OF LEASE is made and entered into this 11 day of June, 2009, between Idaho Youth Ranch (the IYR), an Idaho Corporation, hereinafter called "**Lessor**", and Grant 4-D Farms, an Idaho General Partnership and Mountain View Land, an Idaho LLP, collectively doing business as WG Farms LLC, an Idaho Limited Liability Company, hereinafter collectively called "**Lessee**". The Lessor and Lessee shall be referred to collectively as the "**Parties**" where appropriate.

WITNESSETH:

WHEREAS, the Lessor and Harman Land Ranch, a Partnership, hereinafter the "Assigning Lessee," have previously entered into a certain Amended and Restated Agreement of Lease dated May 17th, 2007 (the **Lease Agreement**), and;

WHEREAS, the Assigning Lessee desires to assign its leasehold interest, together with all rights and obligations thereto, to Lessee, and;

WHEREAS, the Lessee desires to accept the assignment of the Assigning Lessee's leasehold interest, together with all rights and obligations thereto, and;

WHEREAS, the Lessor consents and approves to the assignment of the lease, and;

WHEREAS, the Parties are co-owners of that certain Idaho Water Right 36-2315B; **Lessee's** portion of said right confers unto Lessee the right to divert groundwater at the rate of 5.18 cfs, with the annual maximum diversion of 1184 acre feet, for the irrigation of 296 acres of cropland located in the SW ¼ Section 13 Township 7S Range 24E, and in the S ¼ of the NE ¼, the NW ¼, and the SE ¼ of Section 24 Township 7S Range 24E; **Lessor's** portion of said right confers unto Lessor the right to divert groundwater at the rate of 1.82 cfs, with the annual maximum diversion of 416 acre feet, for the irrigation of 104 acres of cropland located within the NE ¼ of Section 13, Township 7S Range 24E, and the NE ¼ Section 24, Township 7S Range 24E; and combined the Parties under said right may divert groundwater at the rate of 7.0 cfs, with an annual maximum diversion of 1600 acre feet, for the irrigation of 400 acres of cropland located in the NE ¼ and SW ¼ of Sections 13 Township 7S Range 24E, and the NE ¼, NW ¼, and the SE ¼ Section 24 Township 7S Range 24E and;

WHEREAS, the Lessee is the owner or lessee of real property and various associated Idaho Water Rights of various diversion rates and priority dates, and is in the business of farming and irrigating the agriculture property that surrounds the IYR. The Lessee desires to create a Permissible Place of Use (the **PPU**) encompassing all of the Lessee's Water Rights and all property operated by the Lessee that is contiguous to the IYR, including property leased from the IYR under the Lease Agreement, so as to allow for improved and more efficient management of water, and;

WHEREAS the Lessor is the owner and operator of the Idaho Youth Ranch facility whose physical operation in Minidoka County is located primarily in the NE ¼ of Sec. 24 T.7S R.24E. The Lessor has historically utilized a well located in the NENE of said section for the diversion of Idaho Water Right 36-8256 for the irrigation of up to 21 acres of the IYR Campus property within said area. Lessor desires to increase both the permitted rate of diversion and acres within

the permitted place of use of said water right to enable irrigation of hay and pasture for the benefit of Lessor's youth rehabilitation program, and;

Whereas the Parties have entered into a sixteen (16) year Lease Agreement, and desire that the mutually beneficial actions agreed to in this Amendment of Lease remain in place for the term of said Lease Agreement, and desire that simultaneous with the completion or sooner termination of said Lease, all transfer, delivery, combination, and/or separation of water and water rights provided for in this agreement shall terminate, and all permitted uses, diversion rights, permitted irrigated acreage, and priority dates shall revert to the Parties in more or less the same form and fashion as is the case immediately previous to enactment of this Amendment to Lease, and;

WHEREAS, the Parties desire to amend the Lease Agreement to provide for the transfer, delivery, combination, and separation of water and water rights for the mutual benefit of the Parties pursuant to the terms and provisions set forth herein, and to facilitate the enrollment of farm property owned by the Lessee and Lessor into fifteen (15) year contracts authorized by the U.S. Conservation Reserve Enhanced Program (CREP) program for the purpose of conserving water, and;

WHEREAS, the Parties are aware that the Idaho Department of Water Resources (IDWR) will not guarantee that Lessor's portion of Idaho Water Right 36-2315B can be extracted from any Permissible Place of Use (PPU) Lessee creates in the future, and;

WHEREAS, the Parties desire to avoid any future dispute over extracting Idaho Water Right 36-2315B from any PPU, and;

WHEREAS, Lessee agrees that if Lessor's portion of Idaho Water Right 36-2315B cannot be extracted from the PPU at the expiration of the Lease Agreement or the sooner termination thereof, Lessee will purchase Idaho Water Right 36-2315B from Lessor at a price consistent with the fair market value upon expiration of the Lease Agreement, and;

WHEREAS, Duane Grant and Steve Whitesides are each part of Grant 4-D Farms and Mountain View Land, an Idaho General Partnership and an Idaho LLP respectively, and;

WHEREAS, Duane Grant and Steve Whitesides, agree to personally guarantee any payment required under the terms of the Lease Agreement, including but not limited to payment to Lessor for Lessor's Portion of Idaho Water Right 36-2315B in the event the water right cannot be extracted from a PPU in the future.

THEREFORE, in consideration of the mutual covenants contained herein, the Lease Agreement is hereby amended as follows:

1. The Parties agree that all Sections (or Sec.) referenced or described in this document are located within Minidoka County, Idaho.
2. The Parties agree that Lessor's Portion of Idaho Water Right 36-2315B is and shall remain the property of the Lessor, and nothing in this agreement shall be construed in any way whatsoever to represent that said Idaho Water Right is being sold, conveyed, or permanently transferred to Lessee, its agents or assigns. For purposes of satisfying the

Idaho Department of Water Resources recordkeeping requirements only, the Parties agree that this water right may be held in the name of WG Farms LLC.

3. The Parties agree that Idaho Water Rights 36-2315A, Lessee's Portion of 36-2315B, 36-2315C, 36-2315D, 36-2315E, 36-7399, 36-8257, 36-8258, 36-8259, 36-2415B are and shall remain the property of the Lessee, and nothing in this agreement shall be construed in any way whatsoever to represent that said Idaho Water Rights are being sold, conveyed, or permanently transferred to Lessor, its agents or assigns.
4. The Parties agree that the Lessee shall cause the Idaho Department of Water Resources to create a Permissible Place of Use for the application of irrigation water, and that said PPU shall consist of all or portions of Sec. 12, 13, 14, 24, and 25, Township 7S Range 24E, and all or portions of Sec. 7, 18, and 19, Township 7S Range 25E. Said PPU will be known for the purpose of this document as the "**Lessee's PPU**".
5. Lessor hereby authorizes Lessee to combine Idaho Water Right 36-2315B into Lessee's PPU.
6. The Lessor hereby authorizes and the Parties agree that all property owned by the Lessor located within the E½ of Sec. 13, Township 7S Range 24E, except 10.4 Acres located in the SESE of said Sec. shall be included in Lessee's PPU. Further, Lessor hereby authorizes and the Parties agree that all property owned by the Lessor within the NE ¼ Sec. 24, Township 7S Range 24E, except the NENE ¼ of said Sec. and 10.3 acres located in the N ½ of the SENE ¼ of said Sec. and 10.2 acres located in the W ½ of the NENE ¼ of said Sec., shall be included in the Lessee's PPU.
7. The Parties agree that both the Lessor's property and the Idaho Water Right 36-2315B shall remain in the Lessee's PPU so long as the Lease Agreement remains in effect.
8. The Parties hereby agree to hire Brockway Engineering of Twin Falls, Idaho to prepare and submit documentation unto the IDWR to facilitate the separation and allocation of 30.9 acres of water rights, with a cfs diversion rate of .0175cfs per acre, or .54 cfs, from Lessor's portion of Idaho Water Right 36-2315B unto Lessor for Lessor's use in irrigation of the Idaho Youth Ranch facility. Said water rights, when combined with IYR Idaho Water Right 36-8256, shall constitute the "**Lessor's PPU**". Said water rights are intended to be used to irrigate 21 acres permitted under Right 36-8256, and an additional 10.4 Acres located in the SESE Section 13, T.7S, R.24E, and 10.3 acres located in the N ½ of the SENE Section 24 T.7S, R.24E, and 10.2 acres located in the W ½ of the NENE Section 24 T.7S, R.24E. The point of diversion of said water rights will be the Campus Well, and all cost associated with use of the rights shall be paid by the IYR. Further, Brockway Engineering shall prepare and submit documentation unto IDWR to enlarge the PPU of the Campus Well to accommodate the above 30.9 acres of place of use. The cost for the professional services rendered by Brockway Engineering shall be born equally between the IYR and WG Farms.

9. Lessor specifically authorizes Lessee to enroll into the CREP program portions of the Leased Premises.
10. The Lease Term is hereby amended to be Sixteen (16) Years in length, and that said Term shall commence on the signing of this agreement or on May 17th, 2009, whichever is sooner.
11. At the expiration of the Lease Agreement or the sooner termination thereof, the Parties agree that the Lessor shall have the right to withdraw from the PPU both the Lessor's property and Lessor's Portion of Idaho Water Right 36-2315B. At that time the Lessee shall be obligated to timely submit a complete and valid request to IDWR for the withdrawal and exclusion from Lessee's PPU of both the Leased Premises and Lessor's Portion of Idaho Water Right 36-2315B. The Parties agree to timely execute all documents required to effect the same.
12. The Parties agree that Duane Grant and Steve Whitesides will personally guarantee any payment required under the terms of the Lease Agreement, including but not limited to payment to Lessor for Lessor's Portion of Idaho Water Right 36-2315B in the event the water right cannot be extracted from a PPU in the future.
13. The Parties agree to record the Lease Agreement, Assignment of Lease, and Amendment of Lease with the Recorder of the County of Minidoka, State of Idaho, and to make the Amendment of Lease document available to the Idaho Department of Water Resources.
14. This Agreement may be executed in various counterparts, each of which shall constitute an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile which shall be effective as an original.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have set their hands the day and year in this agreement first written above.

IDAHO YOUTH RANCH, an Idaho Corporation, Lessor

By: Steve L. Woodward

Its: President & CEO

WG Farms LLC, an Idaho Limited Liability Company, Lessee

By: Sh. White

Its: Member

MOUNTAIN VIEW LAND, an Idaho Limited Liability Partnership, Lessee

By: Sh. White

Its: Member

Grant 4-D Farms, an Idaho General Partnership, Lessee

By: R. G. 5

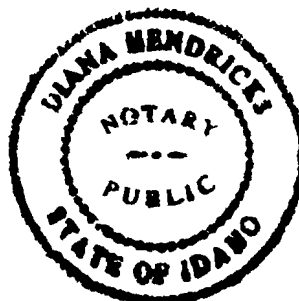
Its: Partner

STATE OF IDAHO)

) ss.

County of Ada)

On this 11 day of June, 2009, before me a notary public for the State of Idaho, personally appeared Steven L. Woodward known or identified to me to be the President + CEO of Idaho Youth Ranch, 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.

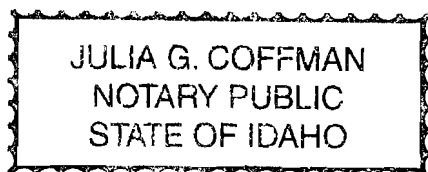


Diana Mendricks
Notary Public for Idaho
Residing at: Boise
My Commission Expires: 5/13/2011

STATE OF IDAHO)

County of Minidoka) ss.

On this 15th day of June, 2009, before me a notary public for the State of Idaho, personally appeared Duane Grant known or identified to me to be the Grant 40 Farms of partner, the general partnership that executed the instrument or the person who executed the instrument on behalf of said general partnership, and acknowledged to me that such general partnership executed the same.

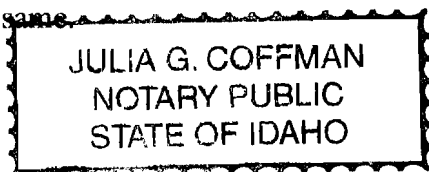


Julia G. Coffman
Notary Public for Idaho
Residing at Rupert, Ida
My Commission Expires: 6-20-2014

STATE OF IDAHO)

County of Minidoka) ss.

On this 16th day of June, 2009, before me a notary public for the State of Idaho, personally appeared Steve Whitesides known or identified to me to be the member of WG Farms LLC, the limited liability partnership that executed the instrument or the person who executed the instrument on behalf of said limited liability partnership, and acknowledged to me that such limited liability partnership executed the same.

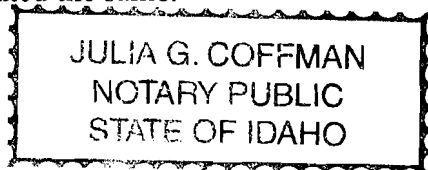


Julia G. Coffman
Notary Public for Idaho
Residing at: Rupert, Ida
My Commission Expires: 6-20-2014

STATE OF IDAHO)

County of Minidoka) ss.

On this 16th day of June, 2009, before me a notary public for the State of Idaho, personally appeared Steve Whitesides known or identified to me to be the member of Mountain View Land, the limited liability partnership that executed the instrument or the person who executed the instrument on behalf of said limited liability partnership, and acknowledged to me that such limited liability partnership executed the same.



Julia G. Coffman
Notary Public for Idaho
Residing at: Rupert, Ida
My Commission Expires: 6-20-2014

SECTION 24 TOWNSHIP SOUTH 7 RANGE 24 EAST

07S24E243000

WG FARMS LLC

CQC 495927 3-21-2008

07S24E240005

IDAHO YOUTH RANCH INC

252466 8-1-75



TAX 1514

252466

402

SECTION 13 TOWNSHIP 7 SOUTH RANGE 24 EAST

MINIDOKA COUNTY HIGHWAY DISTRICT 25' EASEMENT 409719 11-22-93

07S24E132400

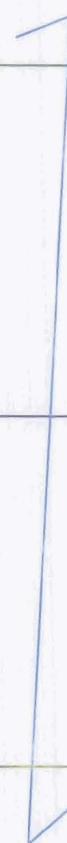
WG FARMS LLC

CQC495827 3-21-2008

07S24E130005

IDAHO YOUTH RANCH INC

252466 8-1-75



07S25E192401

UNITED STATES OF AMERICA
BUREAU OF RECLAMATION

34200

07S25E188910

TAX 1

WG FARMS, LLC

QC503370 7-15-2009

546'

337.50'

Form 1800-8
(July 1975)

I-04237

The United States of America,

To all to whom these presents shall come, Greeting;

WHEREAS

Idaho Youth Ranch, Incorporated

is entitled to a Land Patent pursuant to Private Law 832, the Act of July 11, 1952 (66 Stat. 1150-151) for the following described lands:

Boise Meridian, Idaho

T. 7 S., R. 24 E.,

Secs. 13, 14, 24 and 25

containing 2,560 acres.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES unto the above named claimant the land above described; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities, and appurtenances, of whatever nature, thereunto belonging, unto the said claimant, its successors and assigns, forever:

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches and canals constructed by the authority of the United States, Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945.
2. All the mineral deposits in the lands so patented, and to it or persons authorized by it, the right to prospect, mine and remove such deposits from the same under applicable law.

SUBJECT TO those rights for a railroad granted to Oregon Short Line Railroad Company, its successors or assigns, right-of-way No. 1-960, pursuant to the Act of March 3, 1875 (43 U.S.C. 924 - 939) as to Section 25.

IN TESTIMONY WHEREOF, the undersigned authorized officers of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Boise, Idaho
the THIRTY-FIRST day of JULY In the year
of our Lord one thousand nine hundred and SEVENTY-EIGHT
and of the Independence of the United States the two hundredth.

SEAL

State Director

11-76-0610

Patent Number

#102 (11240)

Return to Security Bank of Idaho
for deposit
LPO 100-010

252406

RECEIVED REQUEST OF

~~✓~~ A 40

300

AUG 1 4 52 PM '75

MEMPHIS

Aug

8/23

5

QUITCLAIM DEED

For Value Received

Mountain View Land, LP, an undivided 75% and Grant 4-D Farms, an undivided 25%

Instrument # 495641

MINIDOKA COUNTY, RUPERT, IDAHO

3-12-2008 04:47:00 No. of Pages: 5

Recorded for : RUPERT LAND TITLE

DUANE SMITH

Fee: 15.00

Ex-Officio Recorder Deputy

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto

WG Farms, ~~LCC~~^{LLC} an Idaho limited liability company

ADDRESS: 719 East 700 North Rupert, Id. 83350

Hereinafter called the grantee, the following described premises, in **MINIDOKA** County, Idaho to-wit:

Improvements that constitute land located on the following described real property:

PARCEL NO. 1:

TOWNSHIP 7 SOUTH, RANGE 25 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 9: S½

PARCEL NO. 2:

TOWNSHIP 7 SOUTH, RANGE 25 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 9: S½NW¼

PARCEL NO. 3:

TOWNSHIP 7 SOUTH, RANGE 25 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 8: All

PARÇEL NO, 4:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 12: E½

PARCEL NO. 5:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 13: W½

SECTION 14: All

PARCEL NO. 6:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 24: W½ and SE¼

Instrument # 495827

MINIDOKA COUNTY, RUPERT, IDAHO

3-21-2008 03:57:39 No. of Pages: 5

Recorded for : RUPERT LAND TITLE

DUANE SMITH

Fee: 18.00

Ex-Officio Recorder Deputy

PARCEL NO. 7:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 25: All, **SAVE AND EXCEPT** the following described tracts:

TRACT 1:

That portion of said Section 25 lying South of the Idaho State Highway No. 24

TRACT 2:

That part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of said Section 25, said corner marked by a $\frac{5}{8}$ inch rebar; thence North 00°00'00" East along the East section line for a distance of 172.09 feet to a P.K. nail; thence North 90°00'00" West for a distance of 98.08 feet to a point which shall be the POINT OF BEGINNING;
Thence North 90°00'00" West for a distance of 519.74 feet to a $\frac{1}{2}$ inch rebar;
Thence North 01°38'17" East for a distance of 151.06 feet to a $\frac{1}{2}$ inch rebar;
Thence North 90°00'00" East for a distance of 613.50 feet to a $\frac{1}{2}$ inch rebar on the East section line;
Thence South 00°00'00" West along said line for a distance of 52.93 feet;
Thence North 90°00'00" West for a distance of 98.08 feet;
Thence South 00°00'00" East for a distance of 98.07 feet to the POINT OF BEGINNING.

TRACT 3:

That portion of the following described parcel that lies in said Section 25:

Beginning at the Northeast corner of Section 36, said corner marked by a $\frac{5}{8}$ inch rebar (formerly P.K. Nail) which shall be the POINT OF BEGINNING;
Thence South 0°05'30" West along section line for 556.51 feet to a P.K. Nail on the North right of way of the Union Pacific Railroad right of way;
Thence North 73°04'18" West along said railroad right of way for 1388.06 feet to a $\frac{1}{2}$ inch rebar;
Thence North 0°08'45" East for 324.43 feet to a $\frac{1}{2}$ inch rebar;
Thence North 90°00'00" East for 1327.98 feet to a P.K. Nail on section line;
Thence South 0°00'00" East along section line for 172.09 feet to the POINT OF BEGINNING.

PARCEL NO. 8:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 36: All that part of said Section 36 that lies North of the Union Pacific Railroad right of way, **SAVE AND EXCEPT** that portion of the following described parcel that lies in said Section 36:

Beginning at the Northeast corner of Section 36, said corner marked by a $\frac{5}{8}$ inch rebar (formerly P.K. Nail) which shall be the POINT OF BEGINNING;
Thence South 0°05'30" West along section line for 556.51 feet to a P.K. Nail on the North right of way of the Union Pacific Railroad right of way;
Thence North 73°04'18" West along said railroad right of way for 1388.06 feet to a $\frac{1}{2}$ inch rebar;
Thence North 0°08'45" East for 324.43 feet to a $\frac{1}{2}$ inch rebar;
Thence North 90°00'00" East for 1327.98 feet to a P.K. Nail on section line;
Thence South 0°00'00" East along section line for 172.09 feet to the POINT OF BEGINNING.

PARCEL NO. 9:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 24: That part of the NE¼, more particularly described as follows:

Beginning at the Northeast corner of Section 24, said corner marked by a brass cap; thence South 0°09'28" West along section line for 2427.39 feet to a ½ inch rebar which shall be the POINT OF BEGINNING;
Thence South 0°09'28" West along section line for 200.00 feet to a ¾ inch rebar at the East quarter section corner of Section 24;
Thence South 89°47'37" West along the quarter section line for 2636.03 feet to a ¾ inch rebar at the center quarter section corner of Section 24;
Thence North 0°04'10" East along the West line of the NE¼ for 200.00 feet to a ½ inch rebar;
Thence North 89°47'37" East for 2636.34 feet to the POINT OF BEGINNING.

PARCEL NO. 10:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 24: That part of the NE¼, more particularly described as follows:

Beginning at the Northeast corner of Section 24, said corner marked by a brass cap; thence South 0°09'28" West along section line for 249.44 feet to a point; thence South 89°27'34" West for 588.84 feet to a ½ inch rebar; thence South 73°51'44" West for 321.58 feet to a ½ inch rebar; thence South 34°37'04" West for 497.30 feet to a ½ inch rebar; thence South 8°57'48" East for 188.57 feet to a ½ inch rebar; thence North 89°50'32" West for 116.60 feet to the POINT OF BEGINNING;
Thence South 0°09'28" West for 109.50 feet to a point;
Thence North 89°50'32" West for 208.72 feet to a point;
Thence North 0°09'28" East for 208.72 feet to a point;
Thence South 89°50'32" East for 208.72 feet to a point;
Thence South 0°09'28" West for 99.22 feet to the POINT OF BEGINNING.

PARCEL NO. 11:

TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 25: That part of the SE¼SE¼, more particularly described as follows:

Beginning at the Southeast corner of Section 25, said corner marked by a ¾ inch rebar; thence North 00°00'00" East along the East section line for a distance of 172.09 feet to a p.k. nail; thence North 90°00'00" West for a distance of 98.08 feet to a point which shall be the POINT OF BEGINNING;
Thence North 90°00'00" West for a distance of 519.74 feet to a ½ inch rebar;
Thence North 01°38'17" East for a distance of 151.06 feet to a ½ inch rebar;
Thence North 90°00'00" East for a distance of 613.50 feet to a ½ inch rebar on the East section line;
Thence South 00°00'00" West along said line for a distance of 52.93 feet;
Thence North 90°00'00" West for a distance of 98.08 feet;
Thence South 00°00'00" East for a distance of 98.07 feet to the POINT OF BEGINNING.

PARCEL NO. 12:

TOWNSHIP 7 SOUTH, RANGE 25 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 17: NW¼, **SAVE AND EXCEPT** the following described parcel:

Beginning at the Northwest corner of said Section 17; thence South 88°48'00" East along section line for 907.32 feet to a ½ inch rebar which shall be the POINT OF BEGINNING;
Thence South 88°48'00" East along section line for 399.38 feet to a ½ inch rebar;
Thence South 0°13'33" West for 641.11 feet to a ½ inch rebar;
Thence North 36°07'55" West for 546.91 feet to a ½ inch rebar;
Thence North 19°40'26" West for 220.63 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the grantee's heirs and assigns forever.

Dated: March 11, 2008

Mountain View Land, LP, and Idaho limited partnership

By: S & B Management, L.C., an Idaho limited liability company

BY: Steven R. Whitesides
Steven R. Whitesides, Co- Operating Manager

BY: Brandon Whitesides
Brandon Whitesides, Co- Operating Manager

Grant 4-D Farms, an Idaho general partnership

BY: Duane R. Grant
Duane R. Grant, general partner

BY: Douglas E. Grant
Douglas E. Grant, general partner

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 11th day of March, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven R. Whitesides and Brandon Whitesides, known or identified to me to be the Co-Operating Managers of the Limited Liability Company, S&B Management, L.C., that executed the instrument or the persons who executed the instrument on behalf of said Limited Liability Company which is subscribed to the within instrument as Partner of Mountain View Land, LP, and acknowledged to me that such Limited Liability Company executed the same as such partner.

JULIA G. COFFMAN
NOTARY PUBLIC
STATE OF IDAHO

Julia G. Coffman
Notary Public
Residing at: Rupert, Idaho
My Commission expires: 6-20-08

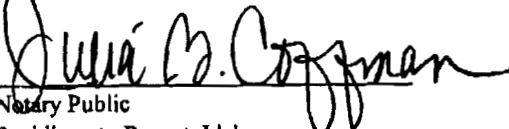
STATE OF IDAHO

)
) ss.

COUNTY OF CASSIA

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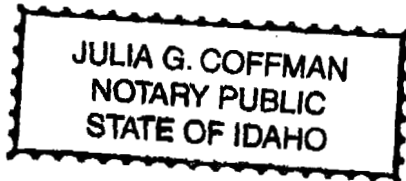
On this 11th day of March, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane R. Grant and Douglas E. Grant, known or identified to me to be the partners in the Partnership of Grant 4-D Farms, and the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.



Notary Public

Residing at: Rupert, Idaho

My Commission expires: 06-20-2008



LIMITED POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENT:

I, Duane Grant, representing WG Farms LLC, hereby nominate and appoint Brockway Engineering PLLC (Zach Latham) as our attorney-in-fact with full authority to act for and on our behalf to undertake any and all acts or matters pertaining to water right transfers before the Idaho Department of Water Resources for the following water right transactions:

All water right transactions pertaining to property owned by WG Farms LLC
and to all portions of all water rights appurtenant to land owned by WG Farms LLC.

in Minidoka and Blaine Counties, Idaho. Additionally, I hereby ratify and confirm any and all such acts on matters as contemplated herein.

Our agent is hereby authorized to sign, seal and deliver, as our act in deed, those said instruments of writing that may be necessary or proper to carry into execution and effect the applications, and transfers above-mentioned. Further, we hereby declare that each and every application, transfer, agreement, receipt, or payment which shall be by our said agent given, made or done for the aforesaid purposes shall be as good, valid, and effectual as if they had been signed, sealed, and delivered by us in our own proper person; and we hereby undertake at all times to ratify whatsoever our said agent shall lawfully do or cause to be done in or concerning the said premises by virtue of these present. This Limited Power of Attorney will become void upon approval, denial or withdrawal of the above referenced applications.

Dated this 26th day of Oct. 2009.

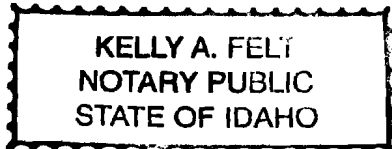
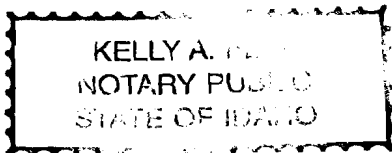
[Signature]
Signature

State of Idaho)
County of Minidoka) ss.

On this 26th Day of October, 2009, before me, a Notary Public in and for said County and State, personally appeared Duane R. Grant, known or identified to me to be the individual whose name and subscription to the within instrument, and acknowledged to me that he executed the same.

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

S
E
A
L



[Signature]
Notary Public
In and for said State and County
5/26/2012
My Commission Expires