

Transfer No. 75275

Receipt No. E034652

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

1. Applicant Information GOLD EMBLEM FARMS
 PO BOX 51780
 IDAHO FALLS ID 83405

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

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

Right	Origin/Basis	Rate	Volume	Limit	Acres	Source
35-7203	WR/License	8.00	3,379.9		1,112.0	GROUND WATER
35-8078	WR/License	7.58	2,752.0	688.0	912.5	GROUND WATER
*35-13854	WR/License	5.16	1,726.0	431.5	1,112.0	GROUND WATER

(*Water right 35-13854 is the remaining portion of water right 35-2642)

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

Right	Split	POD	POU	Add POD	Period of Use	Nature of Use
35-7203	NO	NO	YES	NO	NO	NO
35-8078	YES	YES	YES	YES	NO	NO
*35-13854	NO	NO	YES	NO	NO	NO

(*Water right 35-13854 is the remaining portion of water right 35-2642)

Describe the reason for the proposed changes

To back fill 168.5 acres of water right 35-2642 that has been split off by the AREVA INC. transfer. 168.5 acres will be split off of Water Right No. 35-8078 to back fill the 168.5 acres stripped off water right 35-2642. Also, rearrange acres under water right 35-7203 and *35-13854 to correct a place of use discrepancy. The place of use legal description under water rights 35-7203 and *35-13854 doesn't correspond with the actual acres being irrigated.

(*Water right 35-13854 is the remaining portion of water right 35-2642)

4. FOR CHANGES IN NATURE OF USE ONLY**A. Describe the expected quantity of the return flows and location of discharge after the proposed change**

N/A

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

N/A

5. Total Amounts Transferred

	Rate	Acre Limit	Total Acres	Volume
*35-13854	5.16 cfs	431.5	1,112.0	1726.0 af
35-7203	8.00 cfs		1,112.0	3,379.9 af
35-13857	1.86 cfs	168.5	1,112.0	674.0 af
TOTAL	14.36 cfs	1,112.0	1,112.0	4,448.0 af

(*Water right 35-13854 is the remaining portion of water right 35-2642)

75 275

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

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



Robert L. Harris

(Signature of Applicant)

Attorney, Gold Emblem Farms

(Title or Office)

Subscribed and sworn to before me this 10th day of December, 2008.

Sharla Cox

(Notary Public)

My commission expires September 12, 2014

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

Current Water Right No. 35-7203

Priority Date: January 13, 1972

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	4/01 10/31	8.00 CFS	3,379.9 AFA	
	Total Diversion	8.00 CFS	3,379.9 AFA	

Source and Point(s) of Diversion:

GROUND WATER SWNWSE Sec. 22 Twp 03N Rge 35E BONNEVILLE
County

GROUND WATER NWNENW Sec. 23 Twp 03N Rge 35E BONNEVILLE
County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N 35E 14					30.5	30.5	30.5	39.0	39.0	30.5	30.5	39.0					269.5
03N 35E 15													5.0	5.0	36.0	36.0	82.0
03N 35E 22	25.0	25.0	36.0	36.0	5.0	5.0	36.0	36.0	29.0	29.0	37.0	37.5	38.0	29.0	37.5	33.0	474.0
03N 35E 23					39.0	30.5	39.0	39.0	39.0	39.0	30.5	30.5					286.5

Total Acres: 1112

Conditions/Remarks:

- THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

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2. USE OF THIS RIGHT WITH RIGHT NO. 35-02642 IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 4448 AF.
USE OF THIS RIGHT WITH RIGHT NO. 35-02642 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 14.52 CFS.
3. USE OF THIS RIGHT WITH RIGHT NO. 35-02642 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 1112 ACRES IN A SINGLE IRRIGATION SEASON.
4. RIGHT NO. 35-02642 IS ALSO DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE.

Documentation of Ownership of the Current Place of Use

Warranty Deed

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

NO

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

It will be dry.

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

NO

Transfer No. 75275

Receipt No. _____

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

Current Water Right No. 35-8078

Priority Date: January 14, 1983

Origin: Water Right

Basis: License

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	7.58 CFS	2,752.0 AFA	
	Total Diversion	7.58 CFS	2,752.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER NESW Sec. 13 Twp 03N Rge 34E BONNEVILLE
County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	34E	13	33.3	34.8	39.7	34.0	33.4	34.2	39.5	39.7	39.7	39.5	39.6	39.7	33.8	39.7	39.8	33.2	593.6
03N	34E	14	1.6			.8									1.3	.6	30.3	36.6	71.2
03N	34E	23	37.1	28.7	.4	.7													66.9
03N	34E	24		34.2			39.9	39.9	33.4	33.4									180.8

Total Acres: 912.5

Conditions/Remarks:

1. This right is limited to a specific 688.0 acres within the 912.6 acre place of use authorized through approval of Transfer 74838. The specific 688.0 acres to be irrigated by the right holder are shown in the electronic shape associated with this right in the Department's Geographic Information System database. Prior to any change to the 688.0 acres to be irrigated within the 912.6 acre place of use, the right holder shall submit a new land list and representative map to IDWR. Notification of the change shall be accomplished prior to the irrigation season in which the change will occur.
2. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.

3. Prior to the diversion and use of water under Transfer approval 74838, the right holder shall install and maintain acceptable measuring device(s), including data logger(s), at the authorized point(s) of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
4. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
5. 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.
6. This right is for the use of trust water and is subject to review 20 years after the issuance of the permit to determine availability of water and to re-evaluate the public interest.
7. The right holder shall accomplish the change authorized by this transfer within one year(s) of the date of this approval.
8. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Documentation of Ownership of the Current Place of Use

Warranty Deed

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

NO

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

It will be dry

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

NO

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

Current Water Right No.*35-13854 (*Water right 35-13854 is the remaining portion of water right 35-2642)

Priority Date: February 14, 1961

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	4/01 10/31	5.16 CFS	1,726.0 AFA	
	Total Diversion	5.16CFS	1,726.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER SWNWSE Sec. 22 Twp 03N Rge 35E BONNEVILLE
County

GROUND WATER NWNENW Sec. 23 Twp 03N Rge 35E BONNEVILLE
County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	35E	14					30.5	30.5	30.5	39.0	39.0	30.5	30.5	39.0					269.5
03N	35E	15													5.0	5.0	36.0	36.0	82.0
03N	35E	22	25.0	25.0	36.0	36.0	5.0	5.0	36.0	36.0	29.0	29.0	37.0	37.5	38.0	29.0	37.5	33.0	474.0
03N	35E	23					39.0	30.5	39.0	39.0	39.0	39.0	30.5	30.5					286.5

Total Acres: 1112

Conditions/Remarks:

1. THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

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2. USE OF THIS RIGHT WITH RIGHT NO. 35-07203 IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 4448 AF.
USE OF THIS RIGHT WITH RIGHT NO. 35-07203 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 14.52 CFS.
3. USE OF THIS RIGHT WITH RIGHT NO. 35-07203 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 1112 ACRES IN A SINGLE IRRIGATION SEASON.
THIS RIGHT IS LIMITED TO THE IRRIGATION OF 600 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
4. RIGHT NO. 35-07203 IS ALSO DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE.

Documentation of Ownership of the Current Place of Use

Warranty Deed

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

NO

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

It will be dry

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

NO

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

Proposed Water Right No. 35-7203

Priority Date: January 13, 1972

Origin: Water Right

Basis: License

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	8.00 CFS	3,379.9 AFA	
Total Diversion		8.00 CFS	3,379.9 AFA	

Source and Point(s) of Diversion:

GROUND WATER	SWNWSE	Sec. 22 Twp 03N	Rge 35E	BONNEVILLE County
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GROUND WATER	NWNENW	Sec. 23 Twp 03N	Rge 35E	BONNEVILLE County
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Describe the proposed diversion system

Point of Diversion # 1 Well & Pump

Point of Diversion # 2 Well & Pump

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	35E	14					31.0	34.0	34.0	31.0	31.0	33.0	34.0	31.0					259.0
03N	35E	15	.7			.7								4.5	11.0	13.0	40.0	38.0	107.9
03N	35E	22	29.0	32.0	40.0	40.0	8.0	8.1	39.0	38.0	26.0	29.0	34.0	32.0	32.0	31.0	33.0	29.0	480.1
03N	35E	23					32.0	34.0	35.0	32.0	33.0	34.0	33.0	32.0					265.0

Total Acres: 1112

Transfer No. 75275

Receipt No. _____

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

Proposed Water Right No. *35-13854 (*Water right 35-13854 is the remaining portion of water right 35-2642)

Priority Date: February 14, 1961

Origin: Water Right

Basis: Decreed

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	5.16 CFS	1,726.0 AFA	
	Total Diversion	5.16 CFS	1,726.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER SWNWSE Sec. 22 Twp 03N Rge 35E BONNEVILLE
County

GROUND WATER NWNENW Sec. 23 Twp 03N Rge 35E BONNEVILLE
County

Describe the proposed diversion system

Point of Diversion # 1 Well & Pump

Point of Diversion # 2 Well & Pump

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N 35E 14					31.0	34.0	34.0	31.0	31.0	33.0	34.0	31.0					259.0
03N 35E 15	.7			.7								4.5	11.0	13.0	40.0	38.0	107.9
03N 35E 22	29.0	32.0	40.0	40.0	8.0	8.1	39.0	38.0	26.0	29.0	34.0	32.0	32.0	31.0	33.0	29.0	480.1
03N 35E 23					32.0	34.0	35.0	32.0	33.0	34.0	33.0	32.0					265.0

Total Acres: 1112

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

Proposed Water Right No. 35-13857

Priority Date: January 14, 1983

Origin:

Basis: License

Status: Pending
Transfer

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	1.86 CFS	674.0 AFA	
	Total Diversion	1.86 CFS	674.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER SWNWSE Sec. 22 Twp 03N Rge 35E BONNEVILLE
County

GROUND WATER NWNENW Sec. 23 Twp 03N Rge 35E BONNEVILLE
County

Describe the proposed diversion system

Point of Diversion # 1 Well & Pump

Point of Diversion # 2 Well & Pump

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N 35E 14					31.0	34.0	34.0	31.0	31.0	33.0	34.0	31.0					259.0
03N 35E 15	.7			.7								4.5	11.0	13.0	40.0	38.0	107.9
03N 35E 22	29.0	32.0	40.0	40.0	8.0	8.1	39.0	38.0	26.0	29.0	34.0	32.0	32.0	31.0	33.0	29.0	480.1
03N 35E 23					32.0	34.0	35.0	32.0	33.0	34.0	33.0	32.0					265.0

Total Acres: 1112

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

PORTION OF RIGHT No. 35-8078 Remaining Portion

Priority Date: January 14, 1983

Origin:

Basis: License

Status: Pending
Transfer

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/01 10/31	5.72 CFS	2,078.0 AFA	
	Total Diversion	5.72 CFS	2,078.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER NESW Sec. 13 Twp 03N Rge 34E BONNEVILLE
County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	34E	13	33.3	34.8	39.7	34.0	33.4	34.2	39.5	39.7	39.7	39.5	39.6	39.7	33.8	39.7	39.8	33.2	593.6
03N	34E	14	1.6			.8									1.3	.6	30.3	36.6	71.2
03N	34E	23	37.1	28.7	.4	.7													66.9
03N	34E	24		34.2			39.9	39.9	33.4	33.4									180.8

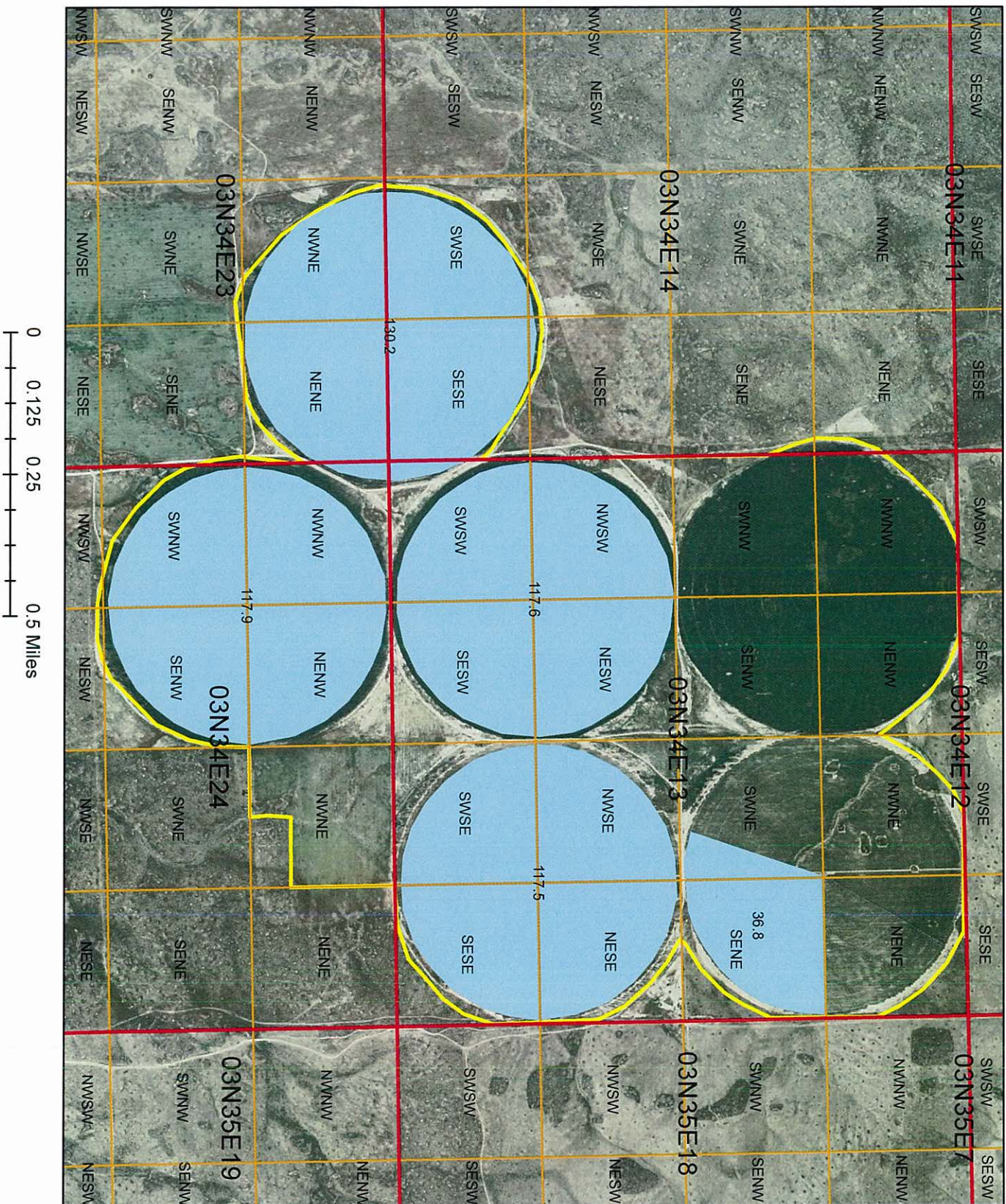
Total Acres: 912.5

GOLD EMBLEM FARMS TRANSFER



- Legend**
- gcdb_sections
 - gcdb_qq
 - 520_Acre_POU
 - 912.5_Acre_PPU
 - MajorRoads

Prepared by:
Robert L. Harris
2006 NAIP Aerial Photo



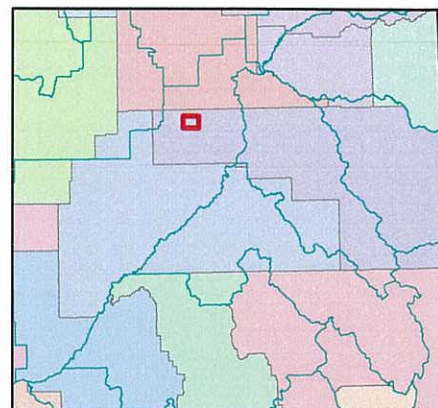


Idaho Department of Water Resources

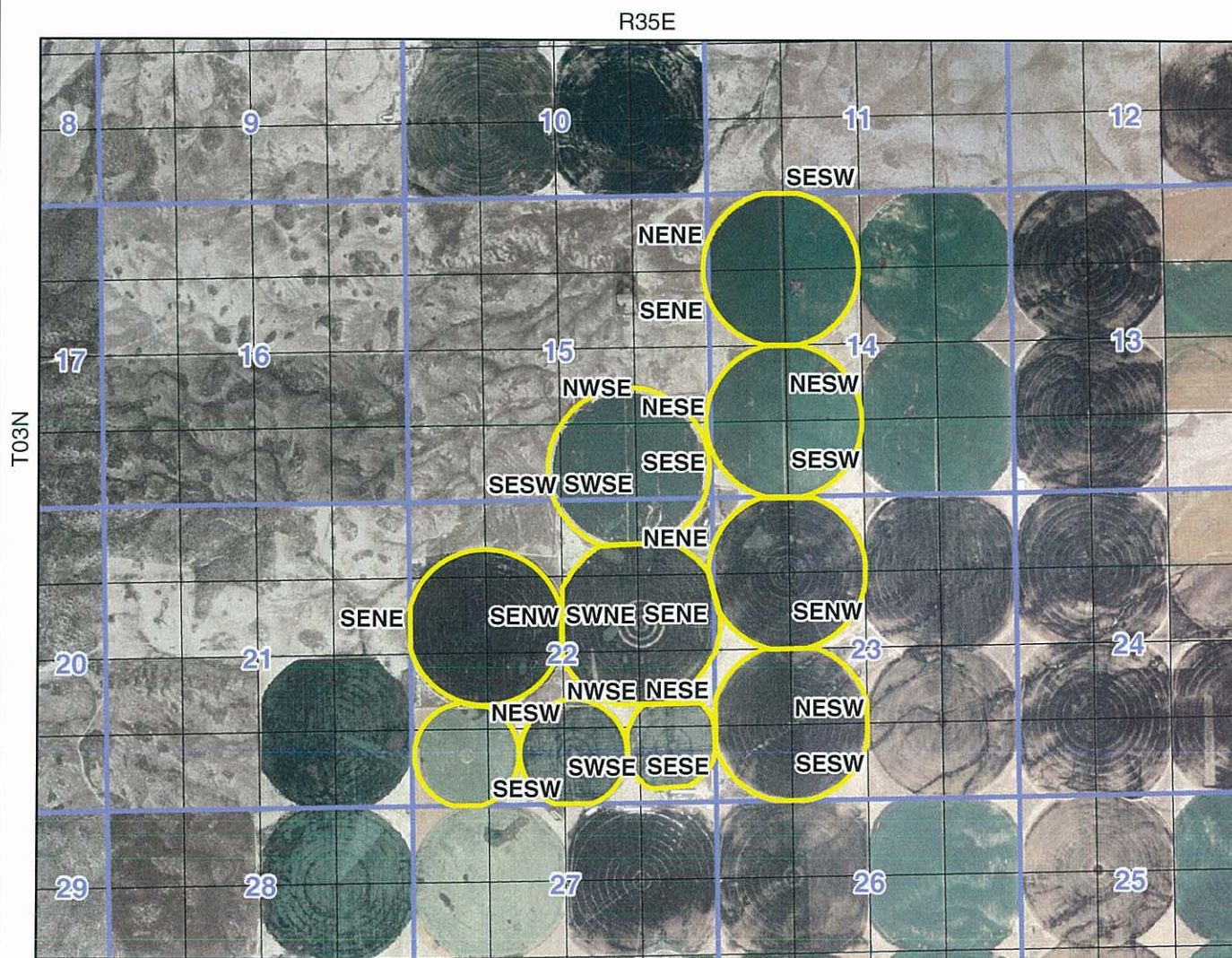
Water Right
35-7203
(IRRIGATION)

Legend

- Point of Diversion
- Place of Use
- State Outline
- Townships
- PLS Sections
- Quarter Quarters



Bonneville County
IDWR Basin 35



Prepared by Blake Jordan
On December 10, 2008
2006 Aerial Photography

0 0.5 1 2 Miles

EXHIBIT A

854 810

4) GRANTOR

SEE ATTACHED EXHIBIT "A"

0189058

437 N. Central Ave., Suite 100 • P.O. Box 31660 • Miami, Fla. 33103-0660 • (305) 371-6660

91 MAY 20 PM 4:51

BOONEVILLE COUNTY
CLEM

TRACT I:

Township 3 North, Range 34 East of the Boise Meridian, Bonneville County, Idaho.

Section 13: S1/2.

Section 14: All.

Section 15: All.

Section 21: NE1/4.

Section 22: N1/2; SE1/4 SE1/4.

Section 23: N1/2; NE1/4 SW1/4, S1/2 SW1/4; SE1/4.

Section 24: W1/2; NW1/4 NE1/4; W1/2 SE1/4; NE1/4 SE1/4.

Section 25: W1/2.

Section 26: NE1/4; E1/2 NW1/4; NE1/4 SW1/4; W1/2 SE1/4; SE1/4 SE1/4.

Section 28: S1/2 NW1/4; SW1/4.

Section 35: N1/2 NE1/4.

Township 3 North, Range 35 East of the Boise Meridian, Bonneville County, Idaho.

Section 29: S1/2 NE1/4; E1/2 SW1/4; SE1/4.

SUBJECT TO: Any highway or county road right of ways.

TRACT II:

Township 3 North, Range 34 East of the Boise Meridian, Bonneville County, Idaho.

Section 13: N1/2.

SUBJECT TO: Any highway or county road right of ways.

ALSO SUBJECT TO the 1991 and subsequent years general taxes and assessments, all existing patent reservations, easements, right of ways, protective and restrictive covenants, zoning ordinances and applicable building codes, laws and regulations.

ALSO SUBJECT TO that certain Contract of Sale by and between GLADYS D. RICHARDS, as Seller, and WILLIAM M. PUGH and MARJORIE B. PUGH, husband and wife, and MELVIN G. FIELDING, as Buyers, dated July 1, 1977, and recorded as Instrument No. 539732 on April 27, 1978, at 11:29 a.m., which the Grantees herein agree to assume and pay the remaining balance thereof. (Affects Tract I)

GOLD EMBLEM FARMS PARTNERSHIP PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into to be effective as of the 1st day of January, 2005, by and between GOLD EMBLEM FARMS, an Idaho general partnership, WILLIAM H. TAYLOR, CARL B. TAYLOR, and L. KENT TAYLOR H. TAYLOR, (hereinafter sometimes collectively referred to as the "Partners").

RECITALS

- A. The Partners have previously entered into a Partnership Agreement dated August 21, 2003, pertaining to the formation of the partnership known as Gold Emblem Farms. The Partnership Agreement is hereinafter referred to as the "Partnership Agreement." The partnership known as Gold Emblem Farms is hereinafter referred to as the "Partnership".
- B. William H. Taylor has now agreed to transfer his interest in the partnership to Carl B. Taylor and L. Kent Taylor.
- C. In connection with the transfer of the interest of William H. Taylor in the Partnership to Carl B. Taylor and L. Kent Taylor, the parties have agreed to amend the Partnership Agreement to reflect the new ownership interest in the Partnership.

AGREEMENT

NOW THEREFORE, the parties hereby mutually agree as follows:

1. William H. Taylor does hereby transfer and convey equally to Carl B. Taylor and L. Kent Taylor, all right, title and interest held by William H. Taylor in the Partnership. In consideration for the transfer of such Partnership interest, Carl B. Taylor and L. Kent Taylor and the Partnership Agrees to pay to William H. Taylor the amount of ~~_____~~
~~_____~~
~~_____~~ The Purchase Price shall be paid to William H. Taylor pursuant to the terms and provisions of a Promissory Note which the Partnership, shall execute and deliver to William H. Taylor simultaneously with the execution of this Agreement. The transfer and conveyance of the interest of William H. Taylor in the Partnership to Carl B. Taylor and L. Kent Taylor shall be effective as of January 1, 2005, and William H. Taylor shall have no further right, title, claim or interest in the Partnership.
2. To secure the prompt and timely payment to William H. Taylor of all amounts due to William H. Taylor pursuant to this Agreement and the Promissory Note, Gold

Emblem Farms, Carl B. Taylor and L. Kent Taylor hereby assign, transfer to, and pledge William H. Taylor's Partnership interest being transferred herein and grants William H. Taylor a security interest in the Partnership interest. The parties hereto agree that upon default William H. Taylor shall be entitled to demand reentry into the Partnership at which time this Agreement shall be deemed null and void and the parties shall return to their relative positions pursuant to the original Partnership Agreement described above. This is in addition to any other legal remedies William H. Taylor may have.

3. Gold Emblem Farms, Carl B. Taylor and L. Kent Taylor as the remaining partners in the Partnership hereby agree that paragraphs 3 and 6(a) of the Partnership Agreement are hereby amended to provide as follows:

3. Partners.

The name and address of each of the partners are as follows:

<u>Name</u>	<u>Address</u>
Lyman Kent Taylor	P.O. Box 51780 Idaho Falls, ID 83405
Carl Boyce Taylor	P.O. Box 51780 Idaho Falls, ID 83405

6. Net Profits, Net Losses, and Cash Flow.

a. Profits and Losses.

Subject to such adjustments as may be required pursuant to paragraph 7 below, the net profits and net losses shall be shared by the partners as follows:

<u>Partner</u>	<u>Percentage</u>
Lyman Kent Taylor	50 percent
Carl Boyce Taylor	50 percent

The terms "net profits" and "net losses" shall mean the net profits and losses of the partnership before the deduction for depreciation, as determined for federal income tax purposes by the independent public accountant servicing the partnership. Depreciation shall be allocated on the following ratio:

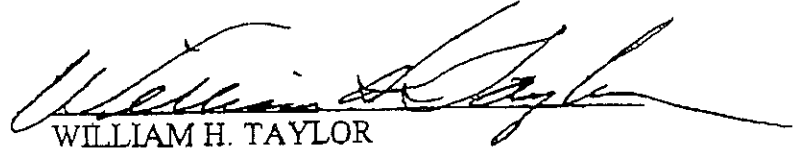
<u>Partner</u>	<u>Ratio</u>
Lyman Kent Taylor	50 percent

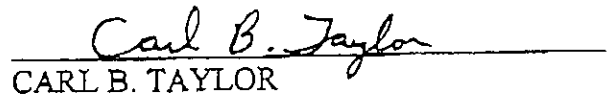
Carl Boyce Taylor

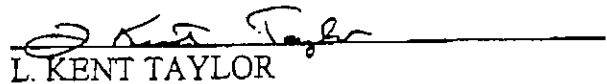
50 percent

4. The parties to this Agreement hereby consent to the above referred to transfer and conveyance of the interest of William H. Taylor in the Partnership to Carl B. Taylor and L. Kent Taylor and the parties herein agree to waive any and all provisions of the Partnership Agreement or any Buy-Sell Agreement previously entered into by the parties.
5. Except for the amendment set forth herein to the Partnership Agreement, the Partnership Agreement shall not be otherwise affected by this Agreement and is hereby ratified and confirmed by the remaining partners in the Partnership.

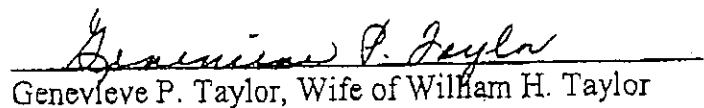
IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

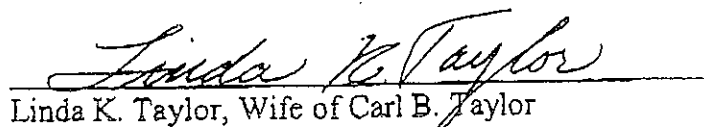

WILLIAM H. TAYLOR


CARL B. TAYLOR


L. KENT TAYLOR

The undersigned, being the spouses of the above named individuals, hereby enter their consent of the terms and provisions of this Agreement. By said signature, the undersigned agree that any community property interest that she may have in the Partnership Units shall be subject to the provisions of this Agreement and that she will take no action at any time to hinder operation of the terms and provisions of this Agreement. However, the signatures below shall in no way be used to create any rights not previously existing.


Genevieve P. Taylor, Wife of William H. Taylor


Linda K. Taylor, Wife of Carl B. Taylor

L. Kent Taylor is not married