

RECEIVED

NOV 17 2008

Form 42-248/42-1409(6) 10/07

DEPT. OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DE ✓

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

- Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
PD 36-2185					
PD 36-15241					
PD 36-15375					
PD 36-11042 ^{ck}					

- The following **REQUIRED** information must be submitted with this form:
 - The appropriate **FILING FEE**. See instructions for fee amounts.
 - A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
 - Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
OR
 D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

- Name and Address of Former Owner/Claimant(s)

Darwin Neibaur Farms Partnership

1105 N. 500W.

Paul, ID 83347
- New Owner/Claimant(s)

Steve Neibaur

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

1125 N. 600W.

City, State and ZIP Code

Paul, ID 83347

New Telephone Number

(208) 532-4554

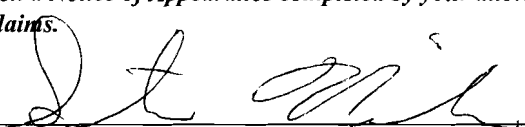
Email: _____

SUPPORT DATA

5. Date you acquired the property _____
6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

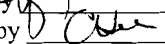
DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) 
 (title if applicable) _____
 (title if applicable) _____

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by 
 Received by 
 Processed by _____ AJ

Date 11/12/08
 Date 11/19/08
 Date _____

Receipt Amt. \$100
 Receipt No. 7100 5030545
 WR 11/19/08 Date 

WARRANTY DEED

For Value Received

#EC1738R

L-37612

DARWIN NEIBAUR FARMS, a partnership

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

STEVE NEIBAUR, a single man

Address: ~~MOOREHEAD ROAD, BOISE, IDAHO~~ PAUL, ID. 83347
1125 North 600 West

Hereinafter called the Grantee, the following described premises situated in LINCOLN County, Idaho, to-wit:

TOWNSHIP 7 SOUTH, RANGE 23, EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHOSection 20: All of Section 20, EXCEPTING AND NOT INCLUDING the ~~NE 1/4~~ ^{N 1/2 NE 1/4}EXCEPTING that part deeded to the Kimama Highway District by
Warranty Deed dated June 5, 1987 recorded August 27, 1987 as Instrument
Number 151329, Lincoln County records.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2008 and subsequent years.

Right of way for canals, laterals and waste ditches of Big Wood Canal Company.

Power Line Easement given by Stanley Mortensen and Myrtle Mortensen, husband and wife, to Idaho Power Company, a corporation, dated February 26, 1958, recorded October 13, 1958 in Book 6 Page 34 as Instrument Number 107957, Lincoln County records, affecting the S1/2SE1/4 of Section 20, Township 7 South, Range 23, East Boise Meridian.

Power Line Easement given by Darwin P. Neibaur and June G. Neibaur, husband and wife, to Idaho Power Company, a corporation, dated March 12, 1965, recorded August 16, 1965 as Instrument Number 117324, Lincoln County records, affecting the East 20 feet of the SE1/4SW1/4 of Section 20, Township 7 South, Range 23, East Boise Meridian.

Permanent Easement given by Darwin P. Neibaur, Grantor, to the Kimama Highway District No. 6 and its successor and assigns, recorded August 27, 1987 as Instrument Number 151331, Lincoln County records, affecting a portion of the SE1/4SE1/4 of Section 20, Township 7 South, Range 23, East Boise Meridian.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

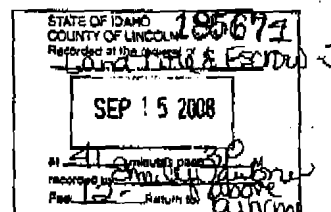
Dated: September 9, 2008

DARWIN NEIBAUR FARMS, a partnership

STEVE NEIBAUR, Partner

STATE OF IDAHO)

COUNTY OF MINIDOKA) ss.

On this 10th day of SEPTEMBER, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVE NEIBAUR, known or identified to me to be the partner or one of the partners in the Partnership of DARWIN NEIBAUR FARM and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.JULIA G. COFFMAN
NOTARY PUBLIC
STATE OF IDAHOJulia G. Coffman
Notary Public
Residing at Payson, Idaho
My Commission expires: 6-20-2014

~~CORINNE JONES, Partner~~~~STATE OF IDAHO)~~~~) ss.~~~~COUNTY OF MINIDOKA)~~

On this day of SEPTEMBER, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared CORINNE JONES, known or identified to me to be the partner or one of the partners in the Partnership of DARWIN NEIBAUR FARM and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

Notary Public
Residing at:
My Commission expires:

Renea Hartley
RENEA HARTLEY, Partner

STATE OF IDAHO)

) ss.

COUNTY OF MINIDOKA)

On this 11 day of SEPTEMBER, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared RENEA HARTLEY, known or identified to me to be the partner or one of the partners in the Partnership of DARWIN NEIBAUR FARM and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

TERRI L. SMITH
NOTARY PUBLIC
STATE OF IDAHO

Notary Public
Residing at: *Burley, ID*
My Commission expires: *8/2/14*

Burke Neibaur
BURKE NEIBAUR, Partner

STATE OF IDAHO)

) ss.

COUNTY OF MINIDOKA)

On this 10th day of SEPTEMBER, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared BURKE NEIBAUR, known or identified to me to be the partner or one of the partners in the Partnership of DARWIN NEIBAUR FARM and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

JULIA G. COFFMAN
NOTARY PUBLIC
STATE OF IDAHO

Notary Public
Residing at: *Rupert, ID*
My Commission expires: *6-20-2014*

Ira Neibaur
IRA NEIBAUR, Partner

STATE OF IDAHO)

) ss.

COUNTY OF MINIDOKA)

On this 10th day of SEPTEMBER, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared IRA NEIBAUR, known or identified to me to be the partner or one of the partners in the Partnership of DARWIN NEIBAUR FARM and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

JULIA G. COFFMAN
NOTARY PUBLIC
STATE OF IDAHO

Notary Public
Residing at: *Rupert, ID*
My Commission expires: *6-20-2014*

June Neibaur
JUNE NEIBAUR, Partner

STATE OF IDAHO)
) ss.
COUNTY OF MINIDOKA)

On this 9 day of SEPTEMBER, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared JUNE NEIBAUR, known or identified to me to be the partner or one of the partners in the Partnership of DARWIN NEIBAUR FARM and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

TERRI L. SMITH
NOTARY PUBLIC
STATE OF IDAHO

Terri L. Smith
Notary Public
Residing at: Burley, ID
My Commission expires: 8/2/14

THE ESTATE OF DARWIN P. NEIBAUR, deceased
BY: Steve D. Neibaur
STEVE D. NEIBAUR, Personal Representative

STATE OF IDAHO)
) ss.
COUNTY OF MINIDOKA)

On this 10th day of SEPTEMBER, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVE NEIBAUR, PERSONAL REPRESENTATIVE OF THE ESTATE OF DARWIN P. NEIBAUR known or identified to me to be the partner or one of the partners in the Partnership of DARWIN NEIBAUR FARM and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

JULIA G. COFFMAN
NOTARY PUBLIC
STATE OF IDAHO

Julia G. Coffman
Notary Public
Residing at: Pope, ID
My Commission expires: 6-20-2014

Dana Lee Dorsey
DANA LEE DORSEY, Partner

STATE OF IDAHO)
) ss.
COUNTY OF MINIDOKA)

On this 9 day of SEPTEMBER, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared DANA LEE DORSEY, known or identified to me to be the partner or one of the partners in the Partnership of DARWIN NEIBAUR FARM and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

TERRI L. SMITH
NOTARY PUBLIC
STATE OF IDAHO

Terri L. Smith
Notary Public
Residing at: Burley, ID
My Commission expires: 8/2/14

Sep 08 2008 2:22PM LAND TITLE & ESCROW Z084361135 P.10

Corinne Jones
CORINNE JONES, Partner

STATE OF IDAHO }
COUNTY OF MINIDOKA } ss. cluster
Orta

On this 09th day of SEPTEMBER, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared CORINNE JONES, known or identified to me to be the partner or one of the partners in the Partnership of DARWIN NEUBAUER FARM and the partner or one of the partners who subscribed said Partnership name in the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

Lura H Baker
Notary Public
Residing at: Clayton, ID
My Commission expires: 12-12-09

LURA H. BAKER
NOTARY PUBLIC
STATE OF IDAHO

RENDA BARTLEY, Partner

STATE OF IDAHO }
COUNTY OF MINIDOKA } ss.

On this 09th day of SEPTEMBER, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared RENDA BARTLEY, known or identified to me to be the partner or one of the partners in the Partnership of DARWIN NEUBAUER FARM and the partner or one of the partners who subscribed said Partnership name in the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

Notary Public
Residing at:
My Commission expires:

BURKE NEUBAUER, Partner

STATE OF IDAHO }
COUNTY OF MINIDOKA } ss.

On this 09th day of SEPTEMBER, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared BURKE NEUBAUER, known or identified to me to be the partner or one of the partners in the Partnership of DARWIN NEUBAUER FARM and the partner or one of the partners who subscribed said Partnership name in the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

Notary Public
Residing at:
My Commission expires:

IRA NEUBAUER, Partner

STATE OF IDAHO }
COUNTY OF MINIDOKA } ss.

On this 09th day of SEPTEMBER, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared IRA NEUBAUER, known or identified to me to be the partner or one of the partners in the Partnership of DARWIN NEUBAUER FARM and the partner or one of the partners who subscribed said Partnership name in the foregoing instrument, and acknowledged to me that he executed the same in said Partnership name.

Notary Public
Residing at:
My Commission expires:

①

WARRANTY DEED

THIS INDENTURE, made this 31 day of March, 2008,

between SUSAN A. NEIBAUR aka SUSAN NEIBAUR, a single person of 499 West 1200 North, Paul, ID 83347 ("GRANTOR"), and MITCHELL NEIBAUR and RACHEL H. NEIBAUR, whose address is 495 West 1200 North, Paul, ID 83347 ("GRANTEE").

WITNESSETH:

The Grantor for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold and by these presents does grant, bargain and sell, convey and confirm unto the Grantee, and to the heirs and assigns of Grantee forever, all of the following described real estate situated in the County of Minidoka and County of Lincoln, State of Idaho, described on Exhibit A attached hereto and incorporated herein by reference.

SUBJECT TO: 2008 taxes, levies and assessments and Exceptions 11 through 19 on Land Title and Escrow, Inc. Commitment No. 44456 dated January 4, 2008. (Exception 18 is a life estate to Edna Neibaur pursuant to Instrument No. 179135 records of Lincoln County, Idaho.)

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said property as well in law as in equity of the Grantor.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, together with appurtenances unto the Grantee and to the heirs and assigns of Grantee forever.

WARRANTY DEED - 1

STATE OF IDAHO		184767	
COUNTY OF LINCOLN		Recorded at the request of	
Parsons, Smith & Stone, LLP			
APR 04 2008			
at	55	minutes past	10 AM
recorded by	[Signature]		
Fee	12	Return to	above by mail

PARSONS, SMITH & STONE, LLP
LAWYERS
BURLEY, IDAHO

1 The Grantor shall and will warrant and by these presents will forever defend the said
 2 premises in the quiet and peaceable possession of the Grantee, and the heirs and assigns of
 3 Grantee against all and every person and persons whomsoever lawfully claiming the same,
 4 except as aforesaid.

5 IN WITNESS WHEREOF, the Grantor has executed this Deed the day and year first
 6 above written.

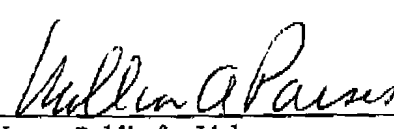
8 **GRANTOR**

9 
 10 SUSAN A. NEIBAUR aka SUSAN NEIBAUR

11
 12 STATE OF IDAHO)
 13) ss
 14 County of Cassia)

15 On this 31 day of March, in the year 2008, before me, the
 16 undersigned, a Notary Public in and for said State, personally appeared SUSAN A. NEIBAUR
 17 aka SUSAN NEIBAUR, known or identified to me to be the person whose name is subscribed
 18 to the within instrument, and acknowledged to me that she executed the same.

19
 20 WILLIAM A. PARSONS
 21 NOTARY PUBLIC
 22 STATE OF IDAHO

23 
 24 Notary Public for Idaho

25 Residing at: Burley

26 Comm. Exp.: 7/20/2010

(NeibaurSusan\WD.doc)

WARRANTY DEED - 2

WARRANTY DEED

#EC1323

GL-05009

For Value Received

**DARWIN NEIBAUR FARMS, a Partnership, THE ESTATE OF DARWIN P. NEIBAUR, and
JUNE G. NEIBAUR, An Unmarried Person**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

STEVE NEIBAUR, An Unmarried Person

Address: 1125 NORTH 600 WEST, PAUL, ID 83347

STATE OF IDAHO COUNTY OF LINCOLN Recorded at the request of <i>Burky</i> 176345 MAR - 5 2004 Subscribed: <i>13 minutes past 3:00 P.M.</i> recorded by <i>Helen Jackson</i> Fee: <i>30.00</i> Return to: <i>Chloe</i> <i>By hand</i>

Hereinafter called the Grantee, the following described premises situated in Lincoln County, Idaho,

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to water right No's 36-2230G, 36-2230H and 36-2230K.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2004 and subsequent years, taxes are an accruing lien, not yet due or payable.

Power Line Easement given by Darwin Neibaur and June Neibaur, husband and wife, to Idaho Power Company, a corporation, dated February 26, 1958, recorded October 13, 1958 in Book 6 Page 35 as Instrument Number 107958, Lincoln County records, affecting the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 29, and N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 28, both Township 7 South, Range 23, East Boise Meridian (Parcel No. 1 and 2)

Power Line Easement given by Darwin Neibaur and June Neibaur, husband and wife, to Idaho Power Company, a corporation, dated February 18, 1972, recorded October 26, 1972 as Instrument Number 126621. Lincoln County records, affecting the SE $\frac{1}{4}$ of Section 29, Township 7 South, Range 23, East Boise Meridian. (Parcel No. 2)

Permanent Easement given by Darwin Neibaur and June Neibaur, Grantors, to the Kimama Highway District No. 6 and its successors and assigns, recorded August 27, 1987 as Instrument Number 151330, Lincoln County records, affecting a portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 29, Township 7 South, Range 23, East Boise Meridian. (Parcel No. 2)

Financing Statement by Darwin Neibaur Farms and between First National Equipment Financing, Inc. recorded April 9, 2001 as Instrument No. 170257, Lincoln County Records, Idaho.

This Deed is executed pursuant to Letters Testamentary dated January 25, 2001 and recorded March 5, 2004 as Instrument No. 176344 records of Lincoln County, Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from

all lawful claims whatsoever.

Dated: March 4, 2004

DARWIN NEIBAUR FARMS

ESTATE OF DARWIN P. NEIBAUR

BY: _____
JUNE G. NEIBAUR, Successor Managing Partner

BY: _____
STEVE D. NEIBAUR, Personal Representative

BY: _____
CORINNE N. JONES, Partner

JUNE G. NEIBAUR, individually

BY: *Dana Lee Dorsey*
DANA LEE DORSEY, Partner

BY: _____
STEVE DARWIN NEIBAUR, Partner

BY: _____
RENEA N. HARTLEY, Partner

BY: _____
BURKE VEARL NEIBAUR, Partner

BY: _____
IRA LYNN NEIBAUR, Partner

STATE OF IDAHO)
COUNTY OF CASSIA) ss.

On this ____ day of March, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared JUNE G. NEIBAUR, CORINNE N. JONES, STEVE DARWIN NEIBAUR, RENEA N. HARTLEY, BURKE VEARL NEIBAUR, and IRA LYNN NEIBAUR, known or identified to me to be the partners of DARWIN NEIBAUR FARMS, and the partners who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.

Notary Public
Residing at:
My Commission expires:

STATE OF IDAHO)
COUNTY OF CASSIA) ss.

On this ____ day of March, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVE D. NEIBAUR, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of DARWIN P. NEIBAUR, and acknowledged to me that he executed the same as such Personal Representative.

Notary Public
Residing at:
My Commission expires:

11/18/2008

14:17

LAND TITLE - JEROME → 7363037

SNAKE RIVER PATH

NO. 593 0006

PAGE 03

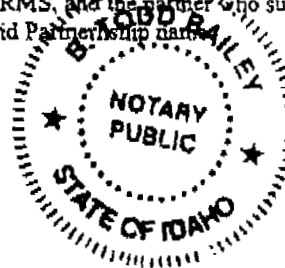
STATE OF IDAHO)

COUNTY OF Canyon) ss.

On this 4 day of March, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared DANA LEE DORSEY, known or identified to me to be one of the partners of DARWIN NEIBAUR FARMS, and the partner who subscribed said name to the foregoing instrument, and acknowledged to me that she executed the same in said Partnership name.

[Signature]
Notary Public

Residing at: Nampa, ID
My Commission expires: 5-16-06



STATE OF IDAHO)

COUNTY OF CASSIA) ss.

On this _____ day of March, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared June G. Neibaur, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public

Residing at:

My Commission expires:

all lawful claims whatsoever.

Dated: March 4, 2004

DARWIN NEIBAUR FARMS

ESTATE OF DARWIN P. NEIBAUR

BY: June G. Neibaur
JUNE G. NEIBAUR, Successor Managing Partner

BY: Steve D. Neibaur P.R.
STEVE D. NEIBAUR, Personal Representative

BY: Corinne N. Jones
CORINNE N. JONES, Partner

June G. Neibaur
JUNE G. NEIBAUR, individually

BY: _____
DANA LEE DORSEY, Partner

BY: Steve Darwin Neibaur
STEVE DARWIN NEIBAUR, Partner

BY: Renee N. Hartley
RENEE N. HARTLEY, Partner

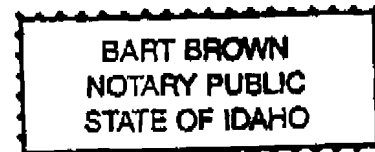
BY: Burke Vearyl Neibaur
BURKE VEARL NEIBAUR, Partner

BY: Ira Lynn Neibaur
IRA LYNN NEIBAUR, Partner

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 4 day of March, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared JUNE G. NEIBAUR, CORINNE N. JONES, STEVE DARWIN NEIBAUR, RENE N. HARTLEY, BURKE VEARL NEIBAUR, and IRA LYNN NEIBAUR, known or identified to me to be the partners of DARWIN NEIBAUR FARMS, and the partners who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.

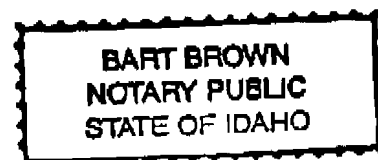
Bart Brown
Notary Public
Residing at: American Falls
My Commission expires: 1-5-05



STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 4 day of March, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVE D. NEIBAUR, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of DARWIN P. NEIBAUR, and acknowledged to me that he executed the same as such Personal Representative.

Bart Brown
Notary Public
Residing at: American Falls
My Commission expires: 1-5-05



STATE OF IDAHO)
) ss.
COUNTY OF _____)

On this _____ day of March, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared DANA LEE DORSEY, known or identified to me to be one of the partners of DARWIN NEIBAUR FARMS, and the partner who subscribed said name to the foregoing instrument, and acknowledged to me that she executed the same in said Partnership name.

Notary Public
Residing at:
My Commission expires:

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 4 day of March, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared June G. Neibaur, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

Bart Brown
Notary Public
Residing at: American Falls
My Commission expires: 1-5-05

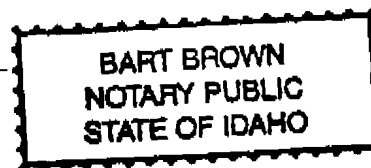


EXHIBIT "A"

Order Number: GL-05009

Parcel No. 1:

TOWNSHIP 7 SOUTH, RANGE 23, EAST OF THE BOISE MERIDIAN, LINCOLN
COUNTY, IDAHO

Section 28: That part of the S¼, described as follows:

Beginning at the Southwest corner of Section 28, Township 7 South, Range 23,
East Boise Meridian;
Thence North 89°38' East along the South line of Section 28, a distance of 2640
feet to the South quarter corner of Section 28;
Thence North 89°38' East along the South line of Section 28, a distance of 189.2
feet;
Thence North 54°24' East a distance of 919.9 feet;
Thence North 25°46' East a distance of 675.4 feet;
Thence North 55°12' East a distance of 1033.6 feet;
Thence North 12°20' East a distance of 942.5 feet to a point on the mid section
line of Section 28;
Thence South 89°36' West along the mid section line of Section 28 a distance of
4924.9 feet to the West quarter corner of Section 28;
Thence South 0°03' East along the West line of Section 28 a distance of 2639.3
feet to the Southwest corner of Section 28, THE POINT OF BEGINNING.

AND

Beginning at a point on Section line which lies South 89°38' West for 578.01 feet from
the Southeast corner of Section 28 of Township 7 South, Range 23, East Boise Meridian
said point being THE TRUE POINT OF BEGINNING;

Thence continuing South 89°38' West along section line for 1868.21 feet to a
point;
Thence North 54°24' East for 919.9 feet to a point;
Thence North 25°46' East for 675.4 feet to a point;
Thence North 55°12' East for 994.84 feet to a point;
Thence South 0°18'27" East for 1699.36 feet to THE TRUE POINT OF
BEGINNING.

SUBJECT TO a 30.0 foot wide county road right of way along the South side.

AND

- Continued -

Order Number: GL-05009

Beginning at the Southeast corner of Section 28, Township 7 South, Range 23, East Boise Meridian, which shall be THE TRUE POINT OF BEGINNING;

Thence South 89°38' West along section line for 578.01 feet to a point;
Thence North 0°18'27" West for 1699.36 feet to a point;
Thence North 55°12' East for 38.76 feet to a point;
Thence North 12°20' East for 942.50 feet to a point on the quarter section line;
Thence South 87°45'59" East for 340.13 feet along the quarter section line to a point at the Northeast corner of the SE¼ of Section 28;
Thence South 0°19'12" East for 2625.51 feet along section line to THE TRUE POINT OF BEGINNING.

SUBJECT TO a 30.0 foot wide county road right-of-way along the East side.

AND

Beginning at a point North 87°45'59" West for 340.13 feet from the Northeast corner of the SE¼ of Section 28 of Township 7 South, Range 23, East Boise Meridian, which point shall be THE TRUE POINT OF BEGINNING;

Thence North 89°45'59" West for 238.44 feet to a point;
Thence South 0°18'27" East for 952.37 feet to a point;
Thence North 55°12' East for 38.76 feet to a point;
Thence North 12°20' East for 942.5 feet to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that part of the SE¼SE¼SE¼, described as follows:

Beginning at the Southeast corner of said Section 28;
Thence South 89°38' West along the South boundary of Section 28, 400.0 feet;
Thence North 0°19'12" West, 435.0 feet;
Thence North 89°38' East, 400.0 feet to the East boundary of said Section 28;
Thence South 0°19'12" East along the East boundary of Section 28, 435.0 feet to THE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion Decded to the Kimama Highway District by Warranty Deed dated June5, 1987, recorded August 27, 1987 as Instrument Number 151328, Lincoln County records.

- Continued -

Order Number: GL-05009

Parcel No. 2:

TOWNSHIP 7 SOUTH, RANGE 23, EAST OF THE BOISE MERIDIAN, LINCOLN
COUNTY, IDAHO

Section 29: That part of the SE¼ and E¼NE¼, described as follows:

Beginning at the Southeast corner of Section 29, Township 7 South, Range 23,
East Boise Meridian;
Thence running North 0°03' West along the East line of Section 29 a distance of
2639.3 feet to the East quarter corner of Section 29;
Thence North 0°03' West along the East line of Section 29 a distance of 1085.8
feet;
Thence South 34°57' West a distance of 2092.8 feet;
Thence South 9°26' West a distance of 556.7 feet;
Thence South 37°12' West a distance of 1001.0 feet;
Thence South 52°08' West a distance of 598.0 feet;
Thence South 11°22' East a distance of 319.1 feet to a point on the South line of
Section 29;
Thence North 89°36' East along the South line of Section 29 a distance of 2308.7
feet to the Southeast corner of Section 29 THE POINT OF BEGINNING.

Parcel No. 3:

TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN, LINCOLN
COUNTY, IDAHO

Section 29: W¼SW¼;

EXCEPTING THEREFROM the following described parcel of land:

THE TRUE POINT OF BEGINNING is located from the Southeast corner of
Section 29 North 0°03'00" West, 1289.58 feet along the East section line to
a point that is THE TRUE POINT OF BEGINNING;
Thence continuing North 0°03'00" West, 399.00 feet along the East section line;
Thence South 88°12'28" West, 280.47 feet; Thence South 1°08'57" West, 363.03 feet;
Thence South 84°35'24" East, 289.25 feet to the East section line and THE TRUE
POINT OF BEGINNING.

Subject to an irrigation easement described as follows:

- Continued -

Order Number: GL-05009

The True Point of Beginning of an irrigation easement is located from the Southeast corner of Section 39 North 0°03'00" West, 1289.58 feet along the East section line;

Thence North 84°35'24" West, 30.13 feet to a point on the West line of a county road easement which is THE TRUE POINT OF BEGINNING;

Thence North 0°03'00" West, 395.22 feet along the West line of a county road easement;

Thence South 88°12'28" West, 20.00 feet; Thence South 39°50'49" West, 96.54 feet;

Thence South 2°43'38" East, 56.11 feet; Thence South 47°43'38" East, 80.19 feet;

Thence South 0°03'00" East, 208.60 feet; Thence South 84°35'24" East, 20.08 feet to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion deeded to the Kimarna Highway District by Warranty Deed dated June 5, 1987, recorded August 27, 1987 as Instrument Number 151328, Lincoln County records.

Parcel No. 4:

TOWNSHIP 7 SOUTH, RANGE 23, EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 32: That part of the S½NE¼, described as follows:

Beginning at the Northeast corner of the SE¼NE¼ of Section 32, Township 7 South, Range 23, East Boise Meridian;

Running thence South 89°46' West along the 1/16th line, a distance of 1894.86 feet;

Thence running South 28°22' East a distance of 264.73 feet;

Thence running South 74°12' East a distance of 1014.88 feet;

Thence running South 87°13' East a distance of 794.18 feet to a point on the East line of Section 32;

Thence running North 0°03' West along the East line of Section 32 a distance of 555.85 feet to the Northeast corner of the SE¼NE¼ of Section 32, THE POINT OF BEGINNING.

Parcel No. 5:

TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 32: N½NE¼,

EXCEPTING THEREFROM that part of the NW¼NE¼, described as follows:

- Continued -

Order Number: GL-05009

Beginning at the North quarter corner of Section 32, Township 7 South, Range 23,
East Boise Meridian;

Thence running South $0^{\circ}05'$ West along the midsection line of Section 32, a distance
of 1320.00 feet to the $1/16$ th corner;

Thence running North $89^{\circ}56'$ East along the $1/16$ th line, a distance of 744.02 feet;

Thence running North $27^{\circ}19'$ West a distance of 814.31 feet;

Thence running North $5^{\circ}41'$ West, a distance of 598.42 feet to a point on the North
line of Section 32;

Thence running South $89^{\circ}59'$ West along the North line of Section 32, a distance of
308.48 feet to the North quarter corner of Section 32, THE POINT OF
BEGINNING.

EXCEPTING THEREFROM that portion deeded to the Kimama Highway District by
Warranty Deed dated June 5, 1987, recorded August 27, 1987 as Instrument Number 151328,
Lincoln County records.