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M 22 57
MAY 2008

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

1. 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)
WR 35-2158B	OK				
WR 35-8961	OK				

SUPPORT DATA
IN FILE # 35-2158B

RECEIVED
NOV 03 2008

Department of Water Resources
Eastern Region

2. 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**
- 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**.

3. Name and Address of Former Owner/Claimant(s) KENNETH G. + KAYE C. NICKELL
650 N 150 W
BLACKFOOT, ID 83221

4. New Owner/Claimant(s) MIDNIGHT SUN, INC.
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
c/o CHARLES W. BRYAN, V.P.
New Mailing Address P.O. Box 53
City, State and ZIP Code NAMPA, ID 83653-0053
New Telephone Number (208) 466-0419 Email: charles.bryan@ubs.com

5. Date you acquired the property

11/9/07

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)

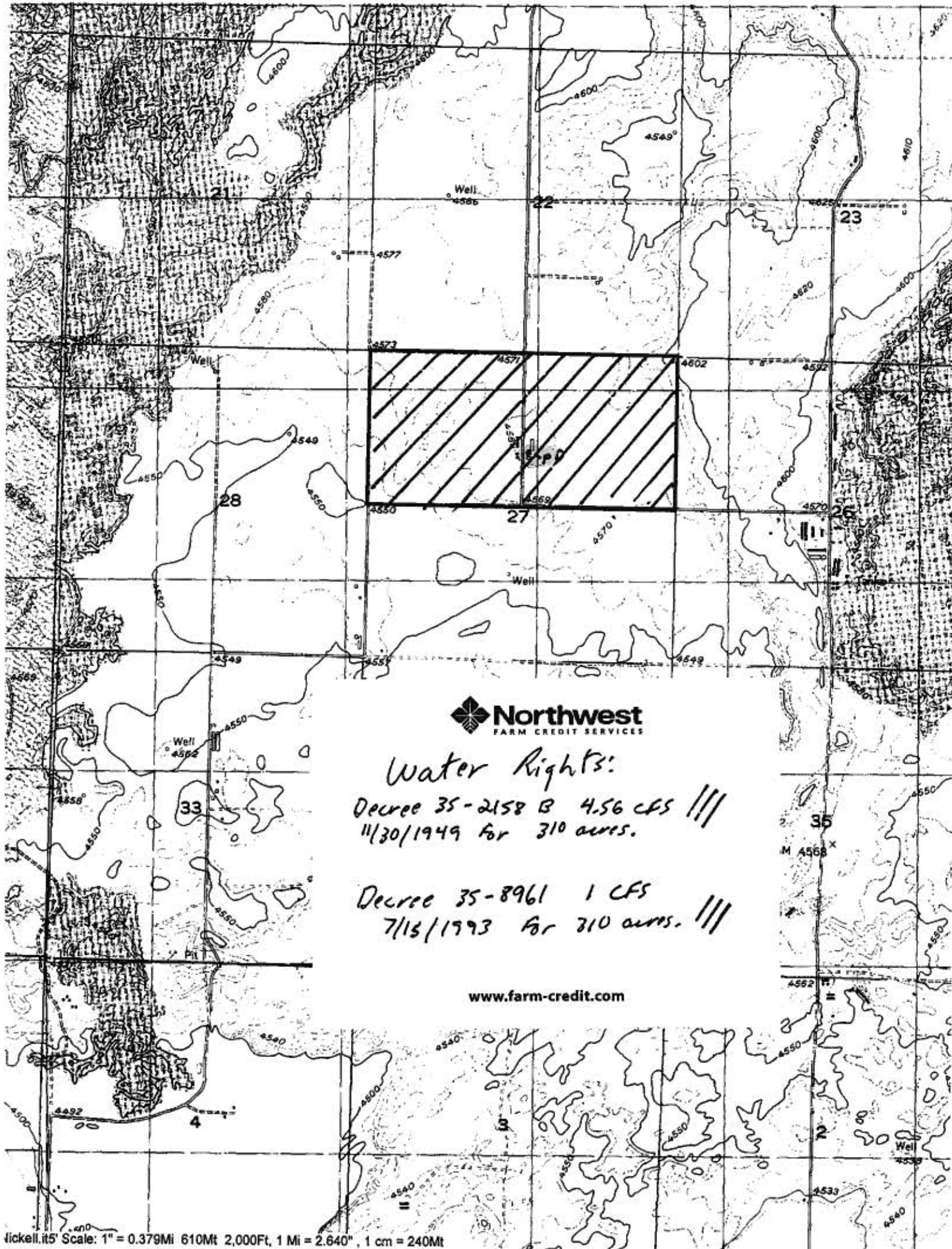
V.P.

(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 BMICDate 11/3/08Receipt Amt. 50.00Received by BMICDate 11/3/08Receipt No. 6034573Processed by AJDate 11/3/08WR Date



Northwest
FARM CREDIT SERVICES

Water Rights:

Decree 35-2158 B 4.56 cfs ///
11/30/1949 for 310 acres.

Decree 35-8961 1 cfs
7/15/1993 for 310 acres. ///

www.farm-credit.com

COPY

BLANKET, UNDER
BLACKFOOT, IDAHO

FEE 9- DEP 6

554859

2005 JUN 21 PM 4:31

WARRANTY DEED

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

For Value Received, CORNELISON-OLSEN, LLC, an Idaho Limited Liability Company, the Grantor, does hereby grant, bargain, sell and convey unto MIDNIGHT SUN, INC., the Grantee, whose address is c/o UBS AgriVest, LLC, 242 Trumbull Street, Hartford, Connecticut, 06103, the following described premises, in Bingham County, Idaho, to-wit:

Township 1 South, Range 35 E.B.M., Bingham County, Idaho,
Section 22: W $\frac{1}{2}$

Section 23: E $\frac{1}{2}$ EXCEPT that land lying Westerly of the North-South County Road

Section 24: S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 26: N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$; A portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26 described as:

Beginning at a point 25 feet W. and 725 feet S. of the NE corner of the SW $\frac{1}{4}$ of said Section 26, thence W. 300 feet; thence N. 50 feet; thence E. 300 feet; thence S. 50 feet to the point of beginning. ALSO, Beginning at a point 25 feet W. and 625 feet S. of the NE corner of the SW $\frac{1}{4}$ of said Section 26; thence W. 300 feet; thence S. 50 feet; thence E. 300 feet; thence N. 50 feet to the point of beginning.

ALSO, Beginning at a point 25 feet W. and 825 feet S. of the NE corner of the SW $\frac{1}{4}$; thence due W. 300 feet; thence due N. 100 feet; thence due W. 100 feet; thence S. Easterly in a straight line 588 feet, more or less, to a point which is 120 feet W. of the W. right-of-way line of the North-South County Road bordering said tract on the E side thereof; thence due E. 120 feet to said W. right-of-way line; thence N. along said W. right-of-way line 400 feet to the point of beginning.

AND ALSO, Beginning at a point 25 feet W. and 725 feet S. of the NE corner of the SW $\frac{1}{4}$ of said Section 26; and running thence W. 300 feet; thence S. 100 feet thence E. 300 feet; thence N. 100 feet to the point of beginning.

EXCEPTING THEREFROM Commencing at a point 25 feet W. and 795 feet S. of the NE corner of there SW $\frac{1}{4}$ of said Section 26; and running thence S. Westerly 249 08', 45.7 feet; thence W. 317.58 feet; thence S. Easterly 149 30', 489.67 feet, more or less, to a point of which is 120 feet W. of the W. right-of-way line of the North-South County Road bordering said tract on the E. side thereof; thence due E. 120 feet to said W. right-of-way line; thence due N. along said W. right-of-way line 430 feet, more or less, to the point of beginning.

Section 28: E $\frac{1}{2}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; TOGETHER WITH a perpetual easement and right of way for a roadway 30 feet in width along the course of existing road over and across the SW $\frac{1}{4}$ of said Section 28, as granted by instrument recorded March 9, 1958, as Instrument No. 58311.

Township 1 South, Range 36 E.B.M., Bingham County, Idaho

Section 6: Lot 7

Section 7: Lots 1, 2, 3, 4, and E $\frac{1}{2}$ W $\frac{1}{2}$

Section 18: Commencing at the NW corner of said Section 18; thence S. 200 feet; thence E. 250 feet; thence S. 450 feet; thence E. to the E. line of the NW $\frac{1}{4}$ of said Section 18; thence N. 650 feet to the NE corner of the NW $\frac{1}{4}$ of said Section 18; thence W. 160 rods to the place of beginning.

Township 1 North, Range 35 E.B.M., Bingham County, Idaho

Section 15: S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 17: E $\frac{1}{2}$ SE $\frac{1}{4}$

Section 20: E $\frac{1}{2}$ E $\frac{1}{2}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 21: S $\frac{1}{2}$ S $\frac{1}{2}$

Section 22: E $\frac{1}{2}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 27: N $\frac{1}{2}$ NW $\frac{1}{4}$

Section 28: N $\frac{1}{2}$ N $\frac{1}{2}$

Section 33: W $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's successors and assigns forever. And the said 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 encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 20 day of June, 2005.

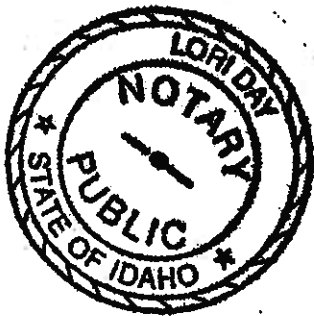
CORNELISON-OLSEN, LLC, an Idaho Limited Liability Company

By Keith Cornelison
KEITH CORNELISON

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

On this 20th day of June, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KEITH CORNELISON, known or identified to me to be the manager or a member of Cornelison-Olsen, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.



[Signature]
NOTARY PUBLIC

Residing at: Blackfoot Idaho

My Commission Expires: 10/21/2009

554869

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

Instrument # 587871

BINGHAM COUNTY

2007-11-13

04:19:01 No. of Pages: 3

Recorded for : FIRST AMERICAN TITLE COMPANY

SARA J. STAUB

Fee: 9.00

Ex-Officio Recorder Deputy *JS*

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 230764-B (ld)

Date: November 06, 2007

For Value Received, **Gene O. Nickell Partnership**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Midnight Sun, Inc**, hereinafter called the Grantee, whose current address is **242 Trumbull Street, Hartford, CT 06103**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

PARCEL 1:

THE NORTH HALF OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 35 EAST, BOISE, MERIDIAN, BINGHAM COUNTY, IDAHO

EXCEPTING THEREFROM:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 27, AND RUNNING THENCE S 00°09'14" W 1637.00 FEET ALONG THE MERIDIANAL CENTERLINE OF SAID SECTION 27 TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID MERIDIANAL CENTERLINE S 00°09'14" W 99.40 FEET, THENCE S 89°48'43" E 127.08 FEET, THENCE S 00°56'27" W 147.54 FEET, THENCE N 89°48'43" W 272.46 FEET, THENCE N 00°56'27" E 247.98 FEET, THENCE S 89°23'57" E 144.01 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

INGRESS/EGRESS EASMENT DESCRIBED AS:

PART OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 35 EAST BOISE MERIDIAN, BINGHAM COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 27 AND RUNNING THENCE S 00°09'14" W 1637.00 FEET ALONG THE MERIDIANAL CENTERLINE OF SAID SECTION 27 TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID MERIDIANAL CENTERLINE S 00°09'14" W 75.00 FEET, THENCE N 89°24'19" W 110.24 FEET, THENCE N 00°56'27" E 75.00 FEET TO THE NORTH LINE OF THE DESCRIBED PARCEL, THENCE S 89°23'57" E 109.21 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL 3:

INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 35 EAST BOISE MERIDIAN, BINGHAM COUNTY, IDAHO AND RUNNING THENCE S 00°09'14" W 1736.40 FEET ALONG THE MERIDIANAL CENTERLINE OF SAID SECTION 27 TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID MERIDIANAL CENTERLINE S 00°09'14" W 41.08 FEET, THENCE N 89°55'01" E 68.04 FEET, THENCE N 00°56'27" E 40.76 FEET TO THE NORTH LINE OF THE DESCRIBED PARCEL, THENCE N 89°48'43" W 68.60 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Gene O Nickell Partnership

*Kenneth G. Nickell by Emilie
Anne Hansen, his attorney-in fact.*

By: Kenneth G Nickell, Gen Partner, by,
Emilie Anne Hansen, his-attorney-
in-fact

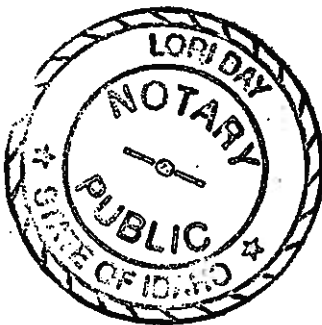
Date: 11/06/2007

Warranty Deed
- continued

File No.: 230764-B (Id)

STATE OF Idaho)
)
) ss.
COUNTY OF Bingham)

On this 13th day of November, 2007, before me, a Notary Public in and for said State, personally appeared **Emilie Anne Hansen**, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument as the attorney in fact of **Kenneth G Nickell, General Partner of the Gene O Nickell Partnership**, and acknowledged to me that she subscribed the name of **Kenneth G Nickell** thereto as principal, and her own name as attorney in fact.



Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 10/21/2009

**MIDNIGHT SUN, INC.
VOTE OF
BOARD OF DIRECTORS**

January 18, 2006

The following vote has been passed and adopted by the Board of Directors of Midnight Sun, Inc. on January 18, 2006.

VOTED: That the following persons be, and they hereby are, elected to the indicated offices of the Corporation to serve until a successor officer is appointed:

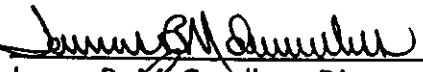
James B. McCandless	President, Treasurer
R. Brian Webb	Senior Vice President
George E. Schwab	Senior Vice President
Kim E. Morgan	Vice President
Michael P. Septer	Vice President
J. Scott Haffner	Vice President
Charles W. Bryan, Jr.	Vice President
Rose Marie Beaulieu	Secretary
Elaina Forsell	Controller

VOTED: That the President, Treasurer, and Senior Vice President acting severally or in combination with one or more of the others are hereby authorized to execute the following documents on behalf of the Corporation provided a separate vote authorizes the specific transaction:

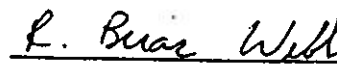
Real Estate Purchase Agreements
Real Estate Sale Listing Agreements
Real Estate Sale Agreements

VOTED: That all of the above named officers acting severally or in combination with one or more of the others are hereby authorized to execute the following documents on behalf of the Corporation, without further authorization:

Farm Lease and Security Agreements
Farm Management Service Agreements
Uniform Commercial Code Forms
U.S. Department of Agriculture Documents
U.S. Farm Services Agency
Commodity Credit Corporation Documents
Oil and Gas Leases, Geothermal Leases, and Mineral Leases
Federal, State, and Private Irrigation District Documents
Federal Bureau of Reclamation Documents


James B. McCandless, Director


George E. Schwab, Director


R. Brian Webb, Director