

DEV

**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<br>Right No(s) | Adjudication<br>Claim No(s) | Split(s) | Water<br>Right No(s) | Adjudication<br>Claim No(s) | Split(s) |
|----------------------|-----------------------------|----------|----------------------|-----------------------------|----------|
| 31-02443             |                             |          |                      |                             |          |
|                      |                             |          |                      |                             |          |
|                      |                             |          |                      |                             |          |
|                      |                             |          |                      |                             |          |
|                      |                             |          |                      |                             |          |
|                      |                             |          |                      |                             |          |
|                      |                             |          |                      |                             |          |

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. 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**.
- C. 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**.

3. Name and Address of Former Owner/Claimant(s)

Roger & Sybil Ferguson DBA Golden Eagle Ranch  
POB 519

4. New Owner/Claimant(s)

Rexburg, Idaho 83440

Cornelison - Olsen Partnership

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

New Mailing Address

POB 396

City, State and ZIP Code

Rexburg, Idaho 83440

New Telephone Number

(208) 356-0396

Email:

4 Feb 1993

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

Special Projects Manager

(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 BMK  
 Received by BMK  
 Processed by AJ

Date 10/1/2008  
 Date 10/1/2008  
 Date

Receipt Amt. \$2500  
 Receipt No. E034461  
 WR Date

Close

IDAHO DEPARTMENT OF WATER RESOURCES  
Water Right Report

09/30/2008

WATER RIGHT NO. 31-2443

| <u>Owner Type</u> | <u>Name and Address</u>                                                |
|-------------------|------------------------------------------------------------------------|
| Current Owner     | GOLDEN EAGLE RANCH<br>PO BOX 519<br>REXBURG, ID 83440<br>(208)356-3716 |

Priority Date: 03/14/1966  
Basis: Decreed  
Status: Active

| <u>Source</u> | <u>Tributary</u> |
|---------------|------------------|
| GROUND WATER  |                  |

| <u>Beneficial Use</u> | <u>From</u> | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> |
|-----------------------|-------------|-----------|-----------------------|---------------|
| IRRIGATION            | 5/01        | 9/30      | 7 CFS                 | 1225 AFA      |
| Total Diversion       |             | 7 CFS     |                       |               |

Location of Point(s) of Division:

GROUND WATER|NWSW |Sec. 10|Township 07N|Range 37E|JEFFERSON County  
GROUND WATER|SWNWSE|Sec. 10|Township 07N|Range 37E|JEFFERSON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION JEFFERSON County

| Township | Range | Section | Lot | Tract | Acres | Lot | Tract | Acres | Lot | Tract | Acres | Lot | Tract | Acres |
|----------|-------|---------|-----|-------|-------|-----|-------|-------|-----|-------|-------|-----|-------|-------|
| 07N      | 37E   | 10      |     | SWNE  | 27    |     | SENE  | 29    |     |       |       |     |       |       |
|          |       |         |     | SENE  | 5     |     |       |       |     |       |       |     |       |       |
|          |       |         |     | NESE  | 38    |     | NWSW  | 31    |     | SWSW  | 20    |     | SESE  | 40    |
|          |       |         |     | NESE  | 40    |     | NWSE  | 40    |     | SWSE  | 40    |     | SESE  | 40    |

Total Acres: 350

Conditions of Approval:

1. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE [MAY 1] AND AFTER [SEPT 30] UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
2. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE. 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.
3. C18



| Water Right # | Owner              | Action                         |
|---------------|--------------------|--------------------------------|
| 31-2443       | GOLDEN EAGLE RANCH | <a href="#">Select Details</a> |

[Clear Search Results](#)

## Map Tools

### Display Layers

- ☒ PLS
- ☒ Water Rights
- ☒ Recommendations
- ☐ Irrigation Company

### Map Background

- ☐ No Background
- ☐ USGS Quadrangle
- ☒ Aerial Photo

[Legend \(info\)](#)

## Search By Address

Address

City

[Find Address](#)

## Search By Parcel Number

PIN

County

Choose A County

If a county is missing from the list then we do not have its parcel information

[Find PIN](#)

## Search By PLSS

Township

Range

Section

☒ North ☐

☒ East ☐ West

WARRANTY DEED

THIS INDENTURE is made this 12<sup>th</sup> day of June, 2003, by ROGER N. FERGUSON and SYBIL R. FERGUSON, husband and wife, the "Grantor", to — CORNELISON-OLSEN, LLC, an Idaho limited liability company, whose mailing address is 1558 West 1500 South, Rexburg, Idaho 83440, the "Grantee".

WITNESSETH:

That 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, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's successors and assigns forever, all of the following described real property in the Counties of Jefferson and Fremont, State of Idaho, to-wit:

Parcel 1:

Township 7 North, Range 37 E.B.M., Jefferson County, Idaho

- Section 1: W½SW¼  
Section 2: E½SE¼  
Section 3: W½, EXCEPTING THEREFROM: The South 30 feet of the SW¼; SE  
Section 9: W½SE¼; NE¼SW¼; N½, EXCEPTING THEREFROM: North 30 feet of the NE¼.

ALSO: Commencing at a point 500.82 feet S. of the NE corner of the NW¼SW¼ of Section 9, Township 7 North, Range 37 E.B.M., Jefferson County, Idaho, and running thence N. 500.82 feet to said NE corner; thence running W. 800 feet; thence in a Southeasterly direction 986 feet, more or less, to the point of beginning.

- Section 10: E½; W½, EXCEPTING THEREFROM: The North 30 feet of the NW¼

Parcel 2:

Township 8 North, Range 37 E.B.M., Fremont County, Idaho

Microfilm No.

323485

June 17, 2003  
9:11 o'clock A M

CHRISTINE BOULTER

Jefferson Co. Recorder  
Fee \$  
Recorded at Request of

12.00 \$ Deputy

FAT:CD

RECEIVED BY  
ASSESSOR

For PLATTING

9/11/03

Section 12: SE $\frac{1}{4}$

Section 13: NE $\frac{1}{4}$

Parcel 3:

Township 8 North, Range 38 E.B.M., Fremont County, Idaho

Section 6: NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; S $\frac{1}{2}$ SE $\frac{1}{4}$

LESS THE FOLLOWING: Beginning at a point which is 780 feet North of the SE corner of the SE $\frac{1}{4}$  of Section 6, Township 8 North, Range 38 E.B.M., and running thence West 20 feet; thence North 30 feet; thence East 20 feet; thence South 30 feet to the point of the beginning.

TOGETHER WITH a 20 foot road easement for the purpose of the ingress and egress along the East line of the SE $\frac{1}{4}$ , Section 6, Township 8 North, Range 38 E.B.M.

Section 7: E $\frac{1}{2}$ ; SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; Lot 3; Lot 4; E $\frac{1}{2}$ SW $\frac{1}{4}$

LESS THE FOLLOWING: Beginning at the East  $\frac{1}{4}$  corner of Section 7, Township 8 North, Range 38 E.B.M., and running thence S. 0°01'11" W., along the section line 83 feet; thence N. 89°58'49" W. on a line half way between two potato cellars, 640 feet; thence N. 0°01'11" E. 217 feet; thence S. 89°58'49" E. on a line half way between two potato cellars to the East line of Section 7, 640 feet; thence S. 0°01'11" W. along said section line, 134 feet to the point of beginning.

TOGETHER WITH two 30 foot road easements for the purpose of the ingress and egress to above described property. The centerline of one said road beginning 520 feet, more or less, North of the East  $\frac{1}{4}$  corner of Section 7, Township 8 North, Range 38 E.B.M. and running Southwesterly to the above described property. The centerline of one said road beginning 480 feet South of the East  $\frac{1}{4}$  corner of Section 7, Township 8 North, Range 38 E.B.M. and running Northwesterly to the above described property.

Section 18: NE $\frac{1}{4}$ ; E $\frac{1}{2}$ NW $\frac{1}{4}$ ; Lot 1; Lot 2

LESS THE FOLLOWING: Beginning at the Northeast corner of Section 18, Township 8 North, Range 38 E.B.M. and running thence South, along the section line, 384.7 feet; thence West, on a line half way between two metal grain bins, 125 feet; thence North, to the North line of Section 18, 385 feet; thence East along said section line, 125 feet, more or less, to the point of beginning.

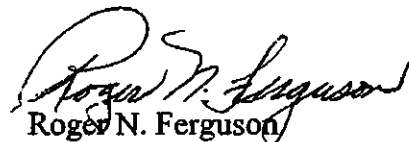
SUBJECT to all taxes, easements and other matters of record now existing on the above-described property and all existing patent reservations.

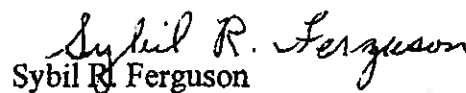
TOGETHER with all well rights, water and water rights and all other tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's successors shall warrant and defend the property in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantor and the Grantor's successors, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the property as of the date hereof, subject to the matters set forth above.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

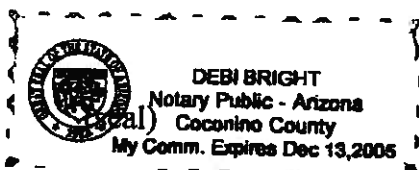
  
Roger N. Ferguson

  
Sybil R. Ferguson

STATE OF ~~IDAHO~~ <sup>ARIZONA</sup> )  
 )ss.  
County of ~~Coconino~~ )

On the 12<sup>th</sup> day of June, 2003, before me, the undersigned, a notary public in and for said State, personally appeared Roger N. Ferguson, known or identified to me to be the person whose name is subscribed 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.

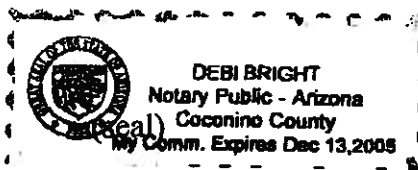


*Debi Bright*  
Notary Public for ~~Idaho~~ <sup>ARIZONA</sup>  
Residing at Munds PARK,  
My Commission Expires: Dec. 13, 2005

STATE OF ~~IDAHO~~ <sup>ARIZONA</sup> )  
 )ss.  
County of ~~Coconino~~ )

On the 12<sup>th</sup> day of June, 2003, before me, the undersigned, a notary public in and for said State, personally appeared Sybil R. Ferguson, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she 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.



*Debi Bright*  
Notary Public for ~~Idaho~~ <sup>ARIZONA</sup>  
Residing at Munds PARK.  
My Commission Expires: Dec. 13, 2005

C:\Eudora\attach\Ferguson.CO.42103.wd.frm.wpd

OPTION TO PURCHASE

KNOW ALL MEN BY THESE PRESENTS:

That ROGER FERGUSON and SYBIL FERGUSON, husband and wife, c/o Ferguson Companies, P.O. Box 519, 108 West 100 South, Rexburg, Idaho 83440, hereinafter called "Seller", for and in consideration of the payment of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto CORNELISON-OLSEN PARTNERSHIP, Keith Cornelison and Ron Olsen, partners, P.O. Box 396, Rexburg, Idaho 83440, hereinafter called "Purchaser", an option, to purchase the following described real and personal property (the "Property"):

All that certain real property located in County of Jefferson, State of Idaho, described as follows:

Township 7 North, Range 37 East, Boise Meridian

Section 1: W1/2SW1/4

Section 2: E1/2SE1/4

Section 3: W1/2, EXCEPTING therefrom the South 30 feet of the SW1/4; SE1/4

Section 9: W1/2SE1/4; NE1/4SW1/4; N1/2, EXCEPTING therefrom the North 30 feet of the NE1/4

Section 10: E1/2; W1/2, EXCEPTING therefrom the North 30 feet of the NW1/4

All that certain real property located in the County of Fremont, State of Idaho, described as follows:

Township 8 North, Range 37 East, Boise Meridian

Section 12: SE1/4

Section 13: NE1/4

Township 8 North, Range 38 East, Boise Meridian

Section 6: NE1/4SE1/4; S1/2SE1/4;

LESS THE FOLLOWING: Beginning at a point which is 780' North of the SE Corner, of the SE 1/4 of Section 6, Township 8 North, Range 38 East, Boise Meridian, and running thence West 20' thence North 30' thence East 20' thence South 30' to the point of beginning: Together with a 20' road easement for the purpose of ingress and egress along the East line of the SE 1/4, Section 6, Township 8 North, Range 38, EBM.

Section 7:

E1/2; Lot 3; Lot 4; E1/2SW1/4; LESS THE FOLLOWING: Beginning at the East 1/4 corner of Section 7, T. 8 N., R.38 E., B.M. and running thence SO°01'11" W, along the section line, 83 ft.; thence N89°58'49" W, on a line half way between two potato cellars, 640 ft.; thence NO°01'11" E, 217 ft.; thence S89°58'49" E, on a line half way between two potato cellars to the east line of Section 7, 640 ft.; thence SO°01'11" W, along said section line, 134 ft. to the point of beginning. Contains 3.2 acres.

Together with two 30 ft. road easements for the purpose of ingress and egress to above described property. The centerline of one said road beginning 520 ft. more or less North of the East 1/4 corner of Section 7, T. 8 N., R.38 E., B.M. and running Southwesterly to the above described property.

The center line of one said road beginning 480 ft. South of the East 1/4 corner of Section 7, T. 8 N., R.38 E., B.M. and running Northwesterly to the above described property.

Section 18:

NE1/4; E1/2NW1/4; Lot 1; Lot 2

LESS THE FOLLOWING: Beginning at the Northeast Corner of Section 18, T. 8 N, R.38 E., B.M. and running thence South, along the section line, 384.7 ft.; thence West, on a line half way between two metal grain bins, 125 ft.; thence North to the North line of Section 18, 385 ft.; thence East, along said section line, 125 ft. more or less to the point of beginning. Contains 1.1 acres.

Subject to all easements now existing on the above described property, including but not limited to the easement previously granted to Glenn Dalling and Dorothy Dalling.

Together with all well rights, water and water rights appurtenant to such property and all other tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Also together with all irrigation equipment and improvements now located on the above described property including, but not limited to, the following:

| <u>ACCOUNT NUMBER</u> | <u>ACCOUNT DESCRIPTION</u>     |
|-----------------------|--------------------------------|
| 6260-01-05            | Valley Pivot Corner Arm #1     |
| 6260-02-05            | Mel Brown - Pivot - #2         |
| 6260-03-05            | Valley Pivot - #3              |
| 6260-04-05            | Valley Pivot - #4              |
| 6260-05-05            | Valley Pivot Corner Arm - #5   |
| 6260-07-05            | Valley Pivot - #7              |
| 6260-08-05            | Mel Brown - Pivot - #8         |
| 6260-11-05            | Zimmatic - Grassy- Pivot - #11 |
| 6260-12-05            | Zimmatic - Pivot - #12         |
| 6260-13-05            | Zimmatic - Pivot - #13         |
| 6260-14-05            | Zimmatic - Pivot - #14         |
| 6260-15-05            | Zimmatic - Pivot - #15         |
| 6260-16-05            | Zimmatic - Pivot - #16         |
| 6260-17-05            | Zimmatic - Pivot - #17         |
| 6260-18-05            | Zimmatic - Pivot - #18         |
| 6260-27-05            | Mel Brown - Pivot - #27        |
| 6260-28-05            | Mel Brown - Pivot - #28        |
| 6265-01-05            | Pump - #1                      |
| 6265-02-05            | Pump - #2                      |
| 6265-03-05            | Pump - #3                      |
| 6265-04-05            | Pump - #4                      |
| 6265-05-05            | Pump - #5                      |
| 6265-06-05            | Pump - #6                      |
| 6265-07-05            | Pump - #7                      |
| 6265-08-05            | Pump - #8                      |
| 6265-13-05            | Pump - #13                     |
| 6265-15-05            | Pump - #15                     |
| 6265-16-05            | Pump - #16                     |
| 6265-17-05            | Pump - #17                     |
| 6270-01-05            | Ger-Cellar - #1                |
| 6270-02-05            | Ger-Cellar - #2                |
| 6270-03-05            | Ger-Cellar - #3                |
| 6270-05-05            | A Frame Grassy - Cellar - #5   |
| 6270-06-05            | Behlen Grassy-Cellar - #6      |

THIS OPTION IS GIVEN ON THE FOLLOWING TERMS AND CONDITIONS:

1. Purchase Price.

a. Seller and Purchaser have entered into a Farm Lease dated as of October 16, 1992 (the "Lease"), which includes the above described property. If Purchaser is in compliance with the terms of the Lease, Purchaser may exercise this Option at any time between July 1, 2002, and December 31, 2002, by paying or tendering to Seller the amount of [REDACTED]

[REDACTED] in cash, lawful money of the United States, by cashier's or certified check, which shall constitute the entire purchase price for the property.

b. If, and only if, Purchaser renews the Lease for an additional five years and Purchaser is in compliance with the terms of the Lease, Purchaser may exercise this Option at any time between July 1, 2007, and December 31, 2007, by paying or tendering to Seller the amount [REDACTED]

[REDACTED] in cash, lawful money of the United States, by cashier's or certified check, which shall constitute the entire purchase price for the property.

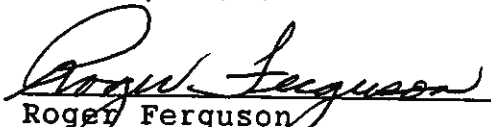
2. Conveyance.

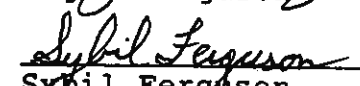
Within ten (10) days after the exercise of this Option in accordance with the terms hereof, Seller shall convey or cause to be conveyed by the legal owner or owners thereof by good and sufficient Warranty Deed and Bill of Sale, the property free and clear of all liens and encumbrances.

3. Failure to Exercise Option.

Failure to exercise this Option on the terms and within the time specified shall terminate this Option without further notice or action, time being of the essence of this option. If this Option is not exercised, consideration given for this Option shall be automatically forfeited to and retained by Seller.

IN WITNESS WHEREOF, the undersigned have executed this Option as of the 16th day of October, 1992.

  
Roger Ferguson

  
Sybil Ferguson

STATE OF Idaho )  
 ) ss.  
County of Madison )

On this 31<sup>st</sup> day of December, 1992, before me,  
the undersigned, a Notary Public in and for said State,  
personally appeared ROGER FERGUSON and SYBIL FERGUSON, husband  
and wife, known or identified to me to be the persons whose  
names are subscribed to the within instrument and acknowledged  
to me that they executed the same.

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

Diane Clements  
Notary Public for Idaho  
Residing at: Rexburg  
My Commission Expires: 4/22/97

CAH/48441/rfs  
#8470

**ASSIGNMENT OF FARM LEASE  
AND  
OPTION TO PURCHASE**

THIS ASSIGNMENT AGREEMENT is made and entered into as of the 4th day of February, 1993, by and between CORNELISON AND OLSEN PARTNERSHIP, an Idaho General Partnership having as its general partners Keith Cornelison and Ron Olsen ("Assignor") and CORNELISON FARMS, an Idaho General Partnership having as its general partners Keith Cornelison and Ron Olsen ("Assignee").

**RECITALS:**

1. Pursuant to the terms and provisions of a Farm Lease dated October 16, 1992, Assignor is now leasing from Roger Ferguson and Sybil Ferguson certain property located in Jefferson County and Fremont County (the "Farm Lease").

2. Pursuant to an Option to Purchase dated October 16, 1992, Assignor has also received from Roger Ferguson and Sybil Ferguson an option to purchase the property located in Jefferson County and Fremont County which Assignor is leasing pursuant to the Farm Lease. The Option to Purchase Agreement is hereinafter referred to as the "Option Agreement".

3. Assignor has agreed to assign to Assignee pursuant to the terms and provisions of this Assignment Agreement, all right, title and interest of Assignor in the Farm Lease and Option Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, THE PARTIES AGREE AS FOLLOWS:

1. That Assignor does hereby assign, transfer, grant, convey, confirm, set over and deliver unto Assignee all of the right, title and interest of Assignor in and to the Farm Lease and Option Agreement and the property described therein.

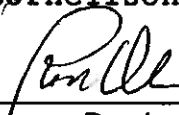
2. For and in consideration of Assignor executing and delivering this Assignment, Assignee covenants with Assignor, its successors and assigns, that Assignee will duly keep, observe and perform all of the terms, conditions and provisions of the Farm Lease and Option Agreement from and after the date of this Assignment to be kept, observed and performed by Assignor, and that Assignee covenants and agrees to indemnify and hold Assignor, its successors and assigns, harmless from any and all claims, demands, liabilities, actions, suits or

proceedings, together with costs and attorney fees incurred in defending against the same, arising or to arise from the obligations assumed hereunder by Assignee.

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

CORNELISON & OLSEN PARTNERSHIP

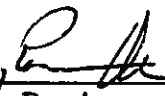
By:   
Keith Cornelison, Partner

By:   
Ron Olsen, Partner

ASSIGNOR

CORNELISON FARMS

By:   
Keith Cornelison, Partner

By:   
Ron Olsen, Partner

ASSIGNEE

CONSENT TO ASSIGNMENT

The undersigned, Roger Ferguson and Sybil Ferguson, as the Lessor named in the Farm Lease referred to in the aforesaid Assignment and as the Seller named in the above described Option Agreement, do hereby consent to the Assignment by Cornelison & Olsen Partnership of its right, title and interest in and to the Farm Lease and Option Agreement and the property described therein to Cornelison Farms. By executing this Consent, Roger Ferguson and Sybil Ferguson are not in any way relieving Cornelison & Olsen Partnership from the requirement that Cornelison & Olsen Partnership will be responsible to fully perform all of the terms and provisions of such Farm

Lease and Option Agreement. In the event Cornelison Farms does not fully perform all of the terms and provisions of the Farm Lease and Option Agreement, then Cornelison & Olsen Partnership shall be required to fully perform the same and indemnify and hold harmless Roger Ferguson and Sybil Ferguson from any loss or damage arising from the Assignment of such Farm Lease and Option Agreement from Cornelison & Olsen Partnership to Cornelison Farms.

Dated this 16<sup>th</sup> day of February, 1993.

Roger Ferguson  
Roger Ferguson

Sybil Ferguson  
Sybil Ferguson

STATE OF IDAHO )  
County of MAONISON ) ss.

On this 4<sup>th</sup> day of February, in the year 1993, before me, the undersigned Notary Public in and for said state, personally appeared KEITH CORNELISON AND RON OLSEN, known or identified to me to be the partners in the partnership of CORNELISON & OLSEN PARTNERSHIP and the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me they executed the same in said partnership name.

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

Ronald C. Murray  
Notary Public for Idaho  
Residing at Rexburg  
My commission expires 9/27/94

STATE OF IDAHO )  
 )ss.  
County of MADISON )

On this 4th day of FEBRUARY, in the year 1993, before me, the undersigned Notary Public in and for said state, personally appeared KEITH CORNELISON AND RON OLSEN, known or identified to me to be the partners in the partnership of CORNELISON FARMS and the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me they executed the same in said partnership name.

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

Ronald C. Murray  
Notary Public for Idaho  
Residing at REXBURG  
My commission expires 9/27/94

STATE OF IDAHO )  
 )ss.  
County of MADISON )

On this 16th day of FEBRUARY, in the year 1993, before me, the undersigned Notary Public in and for said state, personally appeared ROGER FERGUSON and SYBIL FERGUSON, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they 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.

Deane Clements  
Notary Public for Idaho  
Residing at REXBURG  
My commission expires 4/22/97

(Seal)

CAH/57511/rfs  
#8470