

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 20 2007

APPLICATION FOR TRANSFER OF WATER RIGHT

Department of Water Resources
Eastern Region

PART 1

1. Name of Applicant: Darrell C. and Theda C. Neville Phone: 208) 356-4130Mailing Address: 2263 W. 1000 N. Rexburg, ID 83440C/O Keith C. Wilson, Rocky Mountain Environmental
482 Constitution, Idaho Falls, ID 83402Phone: (208) 524-2353
Fax: (208) 524-1795

A. PURPOSE OF TRANSFER

1. ☒ Change Point of Diversion ☐ Add diversion point(s) ☒ Change Place of use
☐ Change Nature of Use ☐ Change Period of Use ☒ Other: Establish a PPU

2. Describe the reason for the proposed changes: Right 22-2178 will be sold under contract to BMJ FARMS, LLC and DKJ FARMS, LLC. The new POU/PPU has lands w/o water & lands under rights 22-2256D & 22-7364. 22-2256D & 22-7364 are incidental but are included to establish the same PPU proposed. All rights remain in the current owners name until contract has been fulfilled & deed is provided to change ownership of 22-2178.

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

1. Right Number Priority Amount Nature of Use Period of Use

22-2178	05/17/1960	2.20 cfs	Irrigation	4/1 to 10/31
22-2256D	08/12/1965	2.36 cfs	Irrigation	4/1 to 10/31
22-7364	06/04/1981	0.46 cfs	Irrigation	4/1 to 10/31

2. Total amount of water being transferred 5.02 cubic feet per second and/or _____ acre-feet per annum.

3. Source of water GROUND WATER.

4. Point(s) of Diversion:

Lot	$\frac{1}{4}$	$\frac{1}{4}$	$\frac{1}{4}$	Sec.	Twp.	Rge.	County	Local Name for Diversion
	SW	SE	SW	22	06N	41E	Madison	

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
6N	41E	22									40	39	38	39					156
		27					40	39	32.8	30	1.9	20.6	14	7.3					185.6
		28				36									21	5			62
		34					12.3	6.7											19

Total Acres 422.6

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PART 1 Current water right: 22-2178

6. General Information:

a. Documentation of Ownership of the Current Place of Use: See enclosed contract of sale between owners of this water right and applicants and Warranty Deed

b. Is this property subject to any liens, deeds of trust, mortgages, or contracts of other encumbrances? Yes ☒ No. If yes provide a notarized statement from the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the current place of use for this water right is the place of use is changed pursuant to this transfer. The land under this right will no longer be irrigated and is to be incorporated into the City of Rexburg.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Right No. _____ And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 20____

For the Director

PART 1 Current water right: 22-2256D

6. General Information:

a. Documentation of Ownership of the Current Place of Use: Warranty Deed

b. Is this property subject to any liens, deeds of trust, mortgages, or contracts of other encumbrances? ☒ Yes _____ No. If yes provide a notarized statement from the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the current place of use for this water right is the place of use is changed pursuant to this transfer. No change. Combining this right with 22-2178 and 22-7364 to create a permissible place of use.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Right No. _____ And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 20____

For the Director

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PART 1 Current water right: 22-7364

6. General Information:

a. Documentation of Ownership of the Current Place of Use: Warranty Deed

b. Is this property subject to any liens, deeds of trust, mortgages, or contracts of other encumbrances? ☒ Yes ___ No. If yes provide a notarized statement from the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the current place of use for this water right is the place of use is changed pursuant to this transfer. . No change. Combining this right with 22-2178 and 22-2256D to create a permissible place of use.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Right No. _____ And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 20____

For the Director

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WATER RIGHT NO. 22-2178

Adjudication Recommended

Owner Type Name and Address

Current Owner STAN NEVILLE

HC 69 BOX 1340

HAMER, ID 83425

Current Owner DARRELL C NEVILLE

Current Owner SCOTT NEVILLE

2263 W 1000 N

REXBURG, ID 83440

(208)356-4130

Current Owner THEDA C NEVILLE

675 N 12TH W

REXBURG, ID 83440

(208)356-6178

Priority Date: 05/17/1960

Basis: **Adjudication Recommended**

Status: Active

Source

Tributary

GROUND WATER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	2.2 CFS	383.95 AFA
Total Diversion			2.2 CFS	

Point(s) of Diversion: SWSESW, Sec. 29, T06N, R40E, MADISON County

Place of Use Legal Description: IRRIGATION MADISON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06N	40E	29		NESW	7.1		NWSW	0.6		SWSW	24		SESW	39
		32		NENW	39									

Total Acres: 109.7

Conditions of Approval:

1. THIS CLAIM IS FOR A PORTION OF LICENSE 22-2178. THE REMAINDER HAS BEEN DEVELOPED AND NO LONGER IRRIGATED.
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.
2. C18

Dates:

Other Info: **Adjudication Recommended**

State or Federal: S

Owner Name Connector: OR

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PART 2

Current water right: 22-2178

To your knowledge has any portion of this water right undergone a period of five or more consecutive years of non-use? ☒ NO. If YES, describe _____

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Adjudication Recommended Right Report

04/16/2007

WATER RIGHT NO. 22-2256D

Owner Type **Name and Address**

Current Owner BMJ FARMS LLC

1282 S 2ND E

REXBURG, ID 83440

(208)356-9079

Directors Report
Owner

LRJ FARMS LTD
PARTNERSHIP

497 N 4000 E

RIGBY, ID 83442

(208)745-1150

Current Owner DKJ FARMS LLC

665 CENTENNIAL LOOP

REXBURG, ID 83440

(208)356-7433

Priority Date: 08/12/1965

Basis: **Adjudication Recommended**

Status: Active

Source **Tributary**

GROUND WATER

Beneficial Use **From** **To** **Diversion Rate** **Volume**

IRRIGATION 04/01 11/01 2.36 CFS 1033 AFA

Total Diversion 2.36 CFS

Location of Point(s) of Diversion: SWSESW Sec. 22 T06N R41E MADISON County

Place of Use Legal Description: IRRIGATION MADISON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06N	41E	22		NESW 40			NWSW 39			SWSW 38			SESW 39	
		27		NENW 40			NWNW 39			SWNW 30			SENW 30	

Total Acres: 295

Conditions of Approval:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient

1. C18 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.
2. TRANS. 2749.
3. F05 Right No. 22-7364 is also diverted through point of diversion described above.

Other Information: State or Federal: S

Owner Name Connector: AND

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PART 2

Current water right: 22-2256D

To your knowledge has any portion of this water right undergone a period of five or more consecutive years of non-use? ☒ NO. If YES, describe _____

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Adjudication Recommended Right Report

04/16/2007

WATER RIGHT NO. 22-7364

Owner Type Name and Address

Current Owner BMJ FARMS LLC
1282 S 2ND E
REXBURG, ID 83440
(208)356-9079

Current Owner DKJ FARMS LLC
665 CENTENNIAL LOOP
REXBURG, ID 83440
(208)356-7433

Priority Date: 06/05/1981

Basis: **Adjudication Recommended**

Status: Active

Source Tributary

GROUND WATER

Beneficial Use From To Diversion Rate Volume

IRRIGATION 04/01 11/01 0.46 CFS 200 AFA

Total Diversion 0.46 CFS

Location of Point(s) of Diversion:

GROUND WATER SWSESW Sec. 22 Township 06N Range 41E MADISON County

Place of Use Legal Description: IRRIGATION MADISON County

Township Range Section Lot Tract Acres Lot Tract Acres Lot Tract Acres Lot Tract Acres

06N 41E 28 SENE 36
NESE 21

Total Acres: 57

Conditions of Approval:

- 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.
1. C18
 2. F05 Right No. 22-2256D is also diverted through point of diversion described above.

Dates:

Adjudication Recommended

State or Federal: S

Owner Name Connector: AND

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PART 2

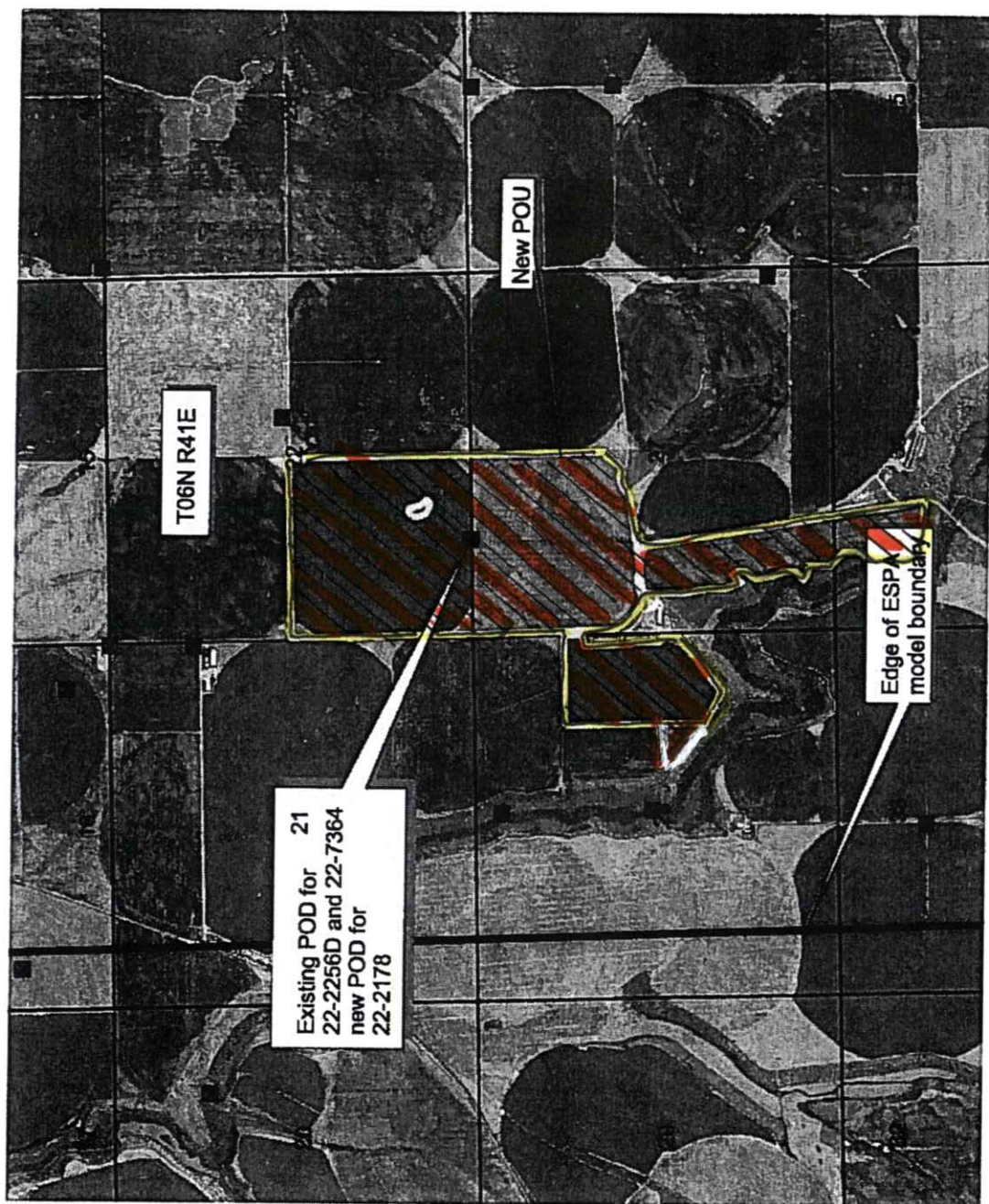
Current water right: 22-7364

To your knowledge has any portion of this water right undergone a period of five or more consecutive years of non-use? ☒ NO. If YES, describe _____

Neville to BMJ and DKJ LLC

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- Oldmodelgrid.shp
- Recommendation POD
- 22-2256d.shp
- Sections



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PART 3

B. CHANGES IN NATURE OF USENo Change

1. New Nature of Use Amount cfs Hours/days/year Period of use to
2. Quantity and quality of return flows and location of discharge:
3. Describe effects on other water uses resulting from the proposed change:

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 in this application is true to the best of my knowledge.

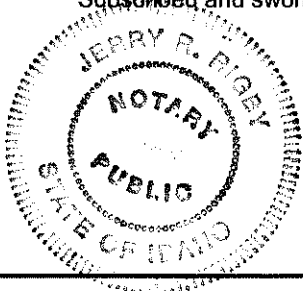
I understand that any willful misrepresentations made in this application may result in voiding its approval.

Darrell Neville
Theda Neville

Stan D Neville
Scott Neville

(Signature of Applicant)

Subscribed and sworn to before me this 18th day of April, 2007.



[Signature]

Notary Public

My Commission expires: 11-09-11

FOR DEPARTMENT USE ONLY

Transfer contains 13 pages and 20 attachments

Received by _____ Date 4/20/07 Protest filed by _____

Prelim check by _____ Fee 450 -

Received by se Date 4/20/07 E032808

Published in Recorder Herald Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd _____ By _____

Copy of transfer sent to lien holder _____

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We 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 in this application is true to the best of our knowledge.

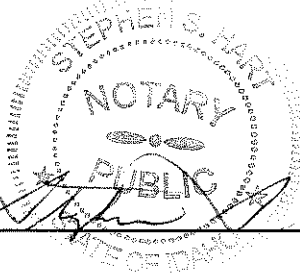
We also assert that the Idaho Department of Water Resources can make the proposed changes to establish a permissible place for Water Rights 22-2256D and 22-7364

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

BMT Farms LLC
Ben Tepco Pres. 4-18-07
(Signature of Current Owner)

DKJ Farms LLC
by Dan Tepco Pres 4-18-07
(Signature of Current Owner)

Subscribed and sworn to before me this 18th day of April, 2007.


[Signature]

Notary Public

My Commission expires: 10/10/09



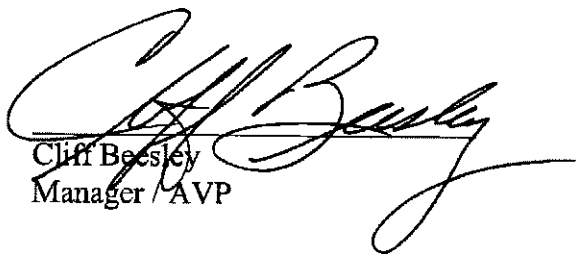
April 19, 2007

To Whom It May Concern:

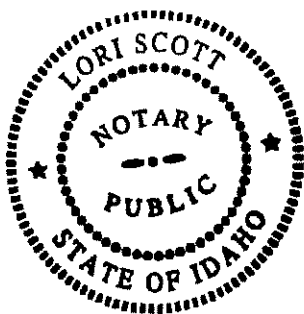
NWFCS has been made aware of a potential transfer of Idaho Water Right 22-2178 by copy of Application for Transfer of Water Right.

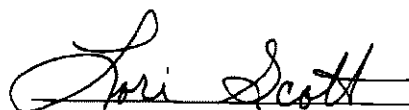
Be it known that NWFCS has an existing lien on the Place of Use where said water right is to be used after the requested change as described in said application. Said lien is identified as Mortgage and recorded in Madison County, Idaho as Instrument #328007 on 2006-05-09. This lien extends to and includes Idaho Water Rights 22-2256D and 22-7364.

Be it known the NWFCS authorizes and agrees to this potential transfer. NWFCS claims no interest in Idaho Water Right 22-2178.


Cliff Beesley
Manager / AVP

On this 19th day of April, 2007 before me personally appeared Cliff Beesley, to me know to be the person described in and who executed the within instrument, and acknowledged that he executed the same as his free act and deed.




Printed Name Lori Scott
Notary Public for the State of Idaho
Residing at Idaho Falls
My Commission expires October 26, 2010

T 73540
ATTACHMENT 2 OF 20

CONTRACT OF SALE

THIS AGREEMENT, Made and entered this 17 day of August, 2006, by and between **DARRELL NEVILLE** and **THEDA NEVILLE**, a husband and wife, **SCOTT NEVILLE**, a married man, and **STAN NEVILLE**, a married man, hereinafter called "Sellers" and **BMJ FARMS, LLC**, *an Idaho Limited Liability Company* c/o Bevan Jeppesen, Managing Member, 1282 S. 2nd E., Rexburg, Idaho 83440, and **DKJ FARMS, LLC**, *an Idaho Limited Liability Company*, c/o Dallan K. Jeppesen, Managing Member, 665 Centennial Loop, Rexburg, ID 83440, hereinafter called "Buyers",

WITNESSETH:

1. Property.

Sellers agree to sell to Buyers, and Buyers agree to buy from Seller, on the terms and conditions herein specified, the following described water rights presently authorized to be used on lands located in Madison County, Idaho more particularly described as follows, to-wit:

Idaho Department of Water Resources Water Right No. 22-2178

(Hereinafter "Water Rights")

2. Price.

One Thousand Five Hundred Dollars (\$1,500) per irrigateable acre as authorized place of use which is partially decreed and finally transferable from the present authorized place of use to the lands owned by Buyers located in Sections 27 & 37 of Twp. ___ N., Rge. ___ E.B.M, Madison County, Idaho.

Five Thousand Dollars (\$5,000) shall be paid down as earnest money and the balance to be paid as follows:

Once the total purchase price is determined as a result of the transfer process under I.C. §42-222, the principal amount shall be paid in five equal annual amortized payments of principal and interest at the rate of seven and 1/10 percent (7.1%) per annum from the date of closing (as hereinafter defined). The annual payment shall be paid first on the date of closing with a like

payment due and owing on the same day of each year thereafter for four years whereupon the final payment of all accrued interest and principal shall be paid in full.

Notwithstanding the above, upon thirty days written notice by Sellers to Buyers, Buyers shall pay all remaining balances of interest and principal in full.

3. Possession.

Buyers shall be granted possession of the water immediately upon application and approval of a transfer by the Idaho Department of Water Resources.

4. Taxes & Assessments.

Sellers shall pay all of the 2006 and all prior taxes and assessments (including water) levied and assessed against the Water Rights, and Buyers shall pay all of the 2007 and all subsequent taxes and assessments levied and assessed against the Water Rights.

5. Attorneys' Fees.

In the event either party hereto shall be required to employ an attorney for the enforcement of this contract, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorneys' fees. This shall include the costs incurred by Sellers to send any default notice to Buyers.

6. Binding Effect.

This agreement is not only binding upon the parties hereto, but upon their respective successors, heirs, administrators and assigns.

The terms "Sellers" and "Buyers" shall be construed, as used herein, to include the actual parties hereto.

7. Legal Representation.

It is understood and agreed that Rigby, Thatcher, Andrus, Rigby & Moeller, Chartered has performed services in drafting these agreements by and between the parties hereto. It is also understood and agreed that although the various parties may have differing, and sometimes conflicting, interests and objectives regarding these agreements, the parties each have consented and do each desire that said law firm perform the services of drafting this and all other related documents in a "dual representation" role. Each party also acknowledges that any communication and information which said law firm receives from any source may be shared with all parties involved. Finally, each party acknowledges that they may, and are encouraged, to retain separate counsel should they desire. In the event of any breach or dispute concerning this contract, both parties will obtain separate counsel.

8. Inspection; Disclaimer of Warranty; Representations by Sellers.

Buyers have examined the above described Water Rights and the records thereof contained in the official files of the Idaho Department of Water Resources and accept the same in the condition the same are now in subject only to the transferability of these Water Rights described herein above. Furthermore, in executing this contract, Buyers have relied solely upon information and knowledge obtained from such personal inspection and investigation of said Water Rights, and Buyers also acknowledge that no agent or employee of Sellers has any power or authority to make any warranties, agreements, or representations as to said water rights which are not contained in this contract, and it is further understood and agreed that this contract constitutes the whole agreement between the parties hereto and that no warranties, agreements,

or representations have been made or shall be binding upon the Sellers unless the same are set forth herein.

ANY WARRANTY AS TO CONDITION OF ANY PROPERTY RIGHT OR WATER RIGHT IS EXPRESSLY DISCLAIMED.

9. Warranty Deed & Bill of Sale.

Sellers shall execute a good and sufficient Warranty Deed to Buyers as to the Water Rights, free from all encumbrances except taxes and assessments that accrue on and after the date of Closing, except any placed thereon by Buyers, and prior to Closing, shall deposit the same with the Closing Agent as described below. It is understood and agreed that until the transfer of said water right to Buyers' lands is completed, the legal title shall remain in the name of Sellers.

In addition to the Warranty Deed, Seller shall also execute and prior to closing, deposit with the Closing Agent, the following documents:

A Bill of Sale to all Water Rights and personal property to be transferred to Buyers free from all encumbrances except assessments that accrue on or after Closing.

10. Closing.

Closing shall take place at the offices of Rigby, Thatcher, Andrus, Rigby & Moeller, Chartered, of 25 N. 2nd E., Rexburg, Idaho 83440 (herein "Closing Agent"), or such other Closing Agent as the Parties shall mutually agree upon, at a time following a successful transfer of the water rights purchased herein is completed to the lands of Buyers but in no event later

than _____, 2007. The parties agree to sign all necessary closing documents presented by Closing Agent in order to properly close this Contract of Sale.

It is understood and agreed that all transfer costs, normal document preparation fees and closing costs shall be shared equally between the parties.

11. Binding Effect.

This Contract of Sale shall inure to and be binding upon the parties hereto and their heirs, personal representatives, successors and assignees.

12. Governing Law.

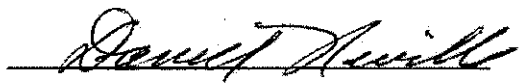
This Contract of Sale shall be governed by and interpreted under the laws of the State of Idaho.

13. Entire Agreement.

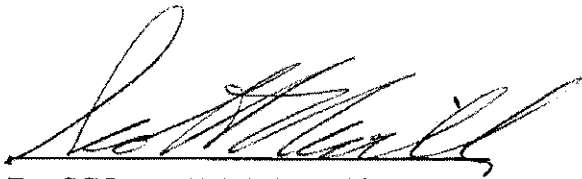
This Contract of Sale and related documents specifically contemplated by this Contract constitute and contain the entire agreement of the parties and supersedes and merge all other prior understandings and/or agreements between the parties, if any, whether verbal or written.

IN WITNESS WHEREOF, the parties have executed this contract.

"SELLERS"


By: DARRELL NEVILLE


By: THEDA NEVILLE



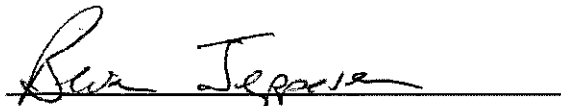
By: SCOTT NEVILLE, as his sole & separate property



By: STAN NEVILLE, as his sole & separate property

“BUYERS”

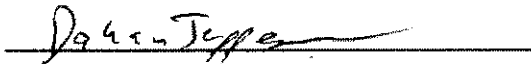
BMJ FARMS, LLC



By: BEVAN JEPPESEN

Managing Member

DKJ FARMS, LLC



By: DALLAN K. JEPPESEN

Managing Member

STATE OF IDAHO,)
 ss.
County of Madison.)

[illegible]

ATTACHMENT T 73540
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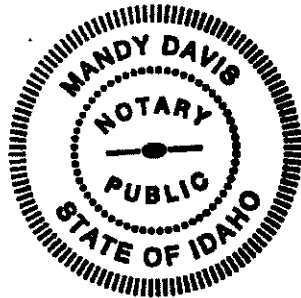
Acknowledgment by Limited Liability Company

STATE OF IDAHO,)

ss.

County of Madison.)

On this 17 day of August, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared, **DALLAN K. JEPPESEN** known to me to be the Managing Member of **DKJ FARMS, LLC**, the Limited Liability Company that executed the foregoing instrument and acknowledged to me that such Company executed the same.



Mandy Davis

Notary Public for Idaho

Residing at: ST. Anthony
Rexburg, Idaho

My Commission Expires: 6-24-2011

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
127 East Main
Rexburg, ID 83440

Instrument # 328004
REXBURG, MADISON, IDAHO
2006-05-09 04:39:00 No. of Pages: 3
Recorded for : FIRSTS AMERICAN
MARILYN R. RASMUSSEN Fee: 9.00
Ex-Officio Recorder Deputy

Space Above This Line for Recorder's Use Only

First American Title Company

WARRANTY DEED

File No.: **158694-RX (ns)**

Date: **May 03, 2006**

For Value Received, **Tracts I, II, and III: LRJ Farms Limited Partnership, an Idaho Limited Partnership**

, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **BMJ Farms, LLC and DKJ Farms, LLC**, hereinafter called the Grantee, whose current address is **1282 S. 2nd E., Rexburg, ID 83440**, the following described premises, situated in **Madison County, Idaho**, to-wit:

LRJ FARMS:

Tract I:

Township 6 North, Range 41 East, Boise Meridian, Madison County, Idaho
Section 22: SW $\frac{1}{4}$

Section 27: NW $\frac{1}{4}$. EXCEPTING THEREFROM: That portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying South of the County Road. ALSO EXCEPTING THEREFROM: Commencing at the SW corner of the NW $\frac{1}{4}$ of said Section 27, and running thence N. 500 feet; thence E. 250 feet; thence S. 500 feet; and thence W. 250 feet to the Point of Beginning.

Section 34: All that portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ lying E. of the centerline of Moody Creek.

Tract II:

Township 6 North, Range 41 East, Boise Meridian, Madison County, Idaho
Section 27: All that portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$ lying N. and E. of the centerline of Moody Creek.

Section 28: SE $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ lying N. of the centerline of Moody Creek. EXCEPTING THEREFROM: Commencing at a point 360 feet S. of the NE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 28, and running thence W. 120 feet; thence S. 1020 feet; thence E. 120 feet; and thence N. 1020 feet to the Point of Beginning.

Section 34: All that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying N. of the centerline of Moody Creek.

Tract III:

Township 6 North, Range 41 E.B.M., Madison County, Idaho.
Section 27: SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying West of the County Road.

Section 34: NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying West of the County Road.

T 73540
ATTACHMENT 11 OF 20

Date: 05/03/2006

Warranty Deed
- continued

File No.: 158694-RX (ns)

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.

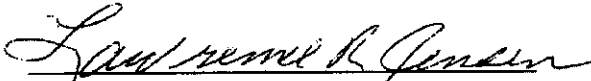
TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from 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.

Date: 05/03/2006

Warranty Deed
- continued

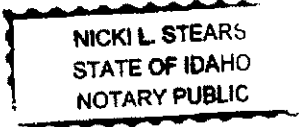
File No.: 158694-RX (ns)

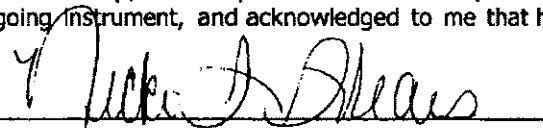
LRJ Farms Limited Partnership, an Idaho
Limited Partnership


By: Lawrence R. Jensen, Limited
Partner

STATE OF Idaho)
SS.
COUNTY OF Madison)

On this 9th day of May, 2006, before me, a Notary Public in and for said State, personally appeared **Lawrence R. Jensen**, known or identified to me to be one of the partners in the partnership of **LRJ Farms Limited Partnership, an Idaho Limited Partnership**, 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.


NICKI L. STEARS
STATE OF IDAHO
NOTARY PUBLIC


Notary Public of Idaho
Residing at: Idaho Falls, Idaho
Commission Expires: 1-3-2012

WARRANTY DEED

THIS INDENTURE, made this 1st day of May, 1975,
between DARRELL C. NEVILLE and THEDA C. NEVILLE, husband and wife,
of Route #1, Rexburg, County of Madison, State of Idaho,
the part ies of the first part and VILDA ORGILL CLARK, a married woman, dealing
as to her sole and separate property, with the rents, issues and profits
thereof to remain sole and separate of St. Anthony
County of Fremont, State of Idaho, the part ies of the second part,
WITNESSETH, that the said part ies of the first part, for and in consideration of the sum of
-----Ten and No/100-----Dollars
lawful money of the United States of America and other valuable consideration
to them in hand paid by the part ies of the second part, the receipt whereof is hereby acknowledged,
ha ve granted, bargained, sold, and by these presents, do grant, bargain, sell and convey and confirm unto
the said part ies of the second part, and to their heirs and assigns, forever, all the following described
real estate, situated in the County of Madison,
State of Idaho, to-wit: ---Beginning at a point that is East 2,083.0 feet

from the Northwest Corner of the Southwest Quarter of
Sec. 29, Twp. 6 N., Rge. 40 E.B.M.; said point of beginning
falls on the North corner common to Lots 6 and 7, Block 2
of the Neville Valleyview addition; going thence East 561.5 feet
to the Northeast Corner of said Southwest Quarter; thence
South 1516.0 feet; thence West 1326.0 feet, more or less,
to the West line of the Northeast Quarter of the Southwest
Quarter of said Sec. 29; thence North 973.0 feet to the
West common corner of Lots 1 and 2 of Block 3 of the Neville
Valleyview Addition; thence East 199.5 feet to the centerline
of Fourth East Street; thence South 132.0 feet; thence
East 463.0 feet; thence North 538.0 feet; thence East 100.0
feet; thence North 137.0 feet to the point of beginning.
Contains 36.1 acres more or less.

Reserving all water rights in first party.

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

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together
with the appurtenances unto the part ies of the second part, and to their heirs and assigns forever
And the said part ies of the first part, and their heirs, the said premises in the quiet and peaceable
possession of the said part ies of the second part, their heirs and assigns, against the said part ies
of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully
claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said part ies of the first part ha ve hereunto set their hands
and seal S the day and year first above written.

Executed and Delivered in the Presence of

Darrell C. Neville [SEAL]
[SEAL]
Theda C. Neville [SEAL]
[SEAL]

STATE OF IDAHO,
County of Madison } ss.

On this 8th day of May in the year 1975, before me
the undersigned, a Notary Public in and for said State, personally appeared
DARRELL C. NEVILLE and THEDA C. NEVILLE

known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged
to me that he Y 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.

Larry W. Highley
Notary Public for the State of Idaho,
Residing at Bozeman, Idaho.

My Commission Expires: Sept.

INDEXED

No. 156056

WARRANTY DEED

Darrell C. Neville &
Theda C. Neville
TO
Velda Orgill Clark

Dated May 1, 1975

STATE OF IDAHO,

County of Madison } ss.

I hereby certify that this instrument
was filed for record at request of
Larry W. Highley & Theda C. Neville
at 50 minutes past 10
o'clock A. M., this 12th day of
May, 1975, in my
office, and duly entered in Book
of
at page 156056.

Nellie H. Hansen

By Nellie H. Hansen
Deputy,
Ex-Officio Recorder.

Fees, \$ 2.00

Mail to Larry W. Highley & Theda C. Neville
P.O. Box 137, Laramie, Idaho

Not Public - Notary

Instrument # 285543

REXBURG MADISON, IDAHO

2000-09-07 10:05:00 No. of Pages: 1

Recorded for: ALLIANCE TITLE AND ESCROW

MARILYN R. RASMUSSEN Fee: 3.00

Ex-Officio Recorder Deputy

First American Title Company

Quitclaim Deed

FOR VALUE RECEIVED, Darrell C. Neville and Theda C. Neville, Trustees of the Darrell and Theda Neville Living Trust, dated February 2, 1998, of Rexburg, Idaho, do hereby remise, release and forever quitclaim unto Stan Neville and Barbara Neville, his wife an individual an undivided 50% interest to the following property; and to Scott Neville and Pam Neville, his wife, an undivided 50% interest in and to the following described property located in Madison County, Idaho, to-wit:

Commencing at a point 1516 feet south of the Northeast corner of the Southwest Quarter of Section 29, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho, which point is the southeast corner of the Rolling Hills Estates Subdivision, Division 2, and thence running West 357 feet to the true point of beginning: Thence south 2444 feet more or less to the Southeast boundary of the Northeast Quarter of the Northwest Quarter of Section 32, Township 6 North, Range 40 East Boise Meridian, Madison County, Idaho; and running thence west 680 ; thence north 2444 feet more or less; thence east 680 feet to the true point of beginning.

Grantors do not covey nor transfer to Grantees any water rights, well rights, water permits, water licenses that may be appurtenant to the real property above described but specifically reserve all such water rights, well rights, water permits and water licenses in favor of Grantors.

DATED this 29 day of August, 2000.



Darrell C. Neville, Trustee of the Darrell and Theda Neville Living Trust



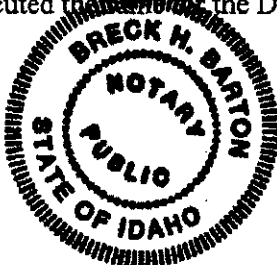
Theda C. Neville, Trustee of the Darrell and Theda Neville Living Trust

STATE OF IDAHO,)

)ss.

County of Madison.)

On this 29 day of August, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Darrell C. Neville and Theda C. Neville, Trustees, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same for the Darrell and Theda Neville Living Trust.





Notary Public for Idaho

Commission Expires: 10-2-2003

T 73540
ATTACHMENT 16 OF 20

Instrument # 287597
REXBURG, MADISON, IDAHO
2001-02-14 01:16:00 No. of Pages: 3
Recorded for: FIRST AMERICAN TITLE
MARILYN R. RASMUSSEN Fee: 9.00
Ex-Officio Recorder Deputy

First American Title Company

m-27530-1

GRANT DEED

FOR VALUE RECEIVED, Darrell C. Neville and Theda Neville, Trustees of the Darrell C. Neville and Theda Neville Living Trust dated February 2, 1998, hereinafter called "Grantor," do hereby grant, bargain, sell and convey unto Eaglewood Enterprises LLC, a Utah limited liability company, hereinafter called "Grantee," the following described real property located in Madison County, Idaho, to-wit:

Tract 1:

Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho.

Section 32: Northeast Quarter Northwest Quarter

Section 29:

Commencing at a point 1516 feet South of the Northeast corner of the Southwest Quarter, (which point is the Southeast corner of the Rolling Hills Estates Subdivision, Division No. 2) and running thence South 1124 feet to the Southeast corner of said Southwest Quarter; thence West 2640 feet; thence North 368.5 feet; thence East 450 feet; thence North 550 feet; thence East 300 feet; thence North 400 feet to the North line of the Southwest Quarter Southwest Quarter; thence East 570 feet; thence South 196 feet, more or less, to the Southwest corner of Rolling Hills Estates Subdivision, Division No. 2; thence East 1320 feet, more or less, along the South boundary line of Rolling Hills Estates Subdivision, Division No. 2, to the East line of the Southwest Quarter of said Section 29 to the POINT OF BEGINNING

Subject to an easement for ingress and egress grantors reserve to themselves, their heirs and assigns for access to the well lot described below with the easement being described as follows:

A 15 foot wide easement for ingress and egress to an irrigation well located in Madison County, State of Idaho, in the Southwest one quarter of Section 29, Township 6 North, Range 40 East of the Boise Meridian, and whose centerline is more particularly described as follows: Beginning at the Southwest corner of Section 29, Township 6 North, Range 40 East of the Boise Meridian; thence N 00°15'01" W along the West line of said section 7.50 feet to the POINT OF BEGINNING; thence N 89°44'04"E and parallel to the South line of Section 29 a distance of 1413.73 feet to its terminus.

T 73540
ATTACHMENT 17 OF 20

GRANTORS also reserve any and all water rights, licenses, permits, well, casing, pump, bowls, motors, discharge pipe, sprinkler or irrigation devices, or any other item of equipment used in the pumping of irrigation water from said well.

EXCEPTING THEREFROM THE FOLLOWING:

A 0.50 acre well lot described as follows:

A tract of land lying in Madison County, State of Idaho, in the Southeast one quarter of the Southwest one quarter of Section 29, Township 6 North, Range 40 East of the Boise Meridian, and more particularly described as follows:

Beginning at the Southwest corner of Section 29, Township 6 North, Range 40 East of the Boise Meridian; thence N 00°15'01" W along the West line of Section 29 a distance of 50.50 feet; thence N 89°44'04" E and parallel to the South line of said section 1268.52 feet to the POINT OF BEGINNING; thence N 00°15'56" W a distance of 150.00 feet; thence N 89°44'04" E a distance of 145.20 feet thence S 00°15'56" E a distance of 150.00 feet; thence S 89°44'04" W a distance of 145.20 feet to the POINT OF BEGINNING

The above described tract of land contains .50 acres more or less.

Also Less and Excepting therefrom:

Beginning at the West Quarter corner of Section 29, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho, and running thence East 1318.50 feet; thence South 1321.50 feet to the TRUE POINT OF BEGINNING; thence South 194.50 feet; thence West 50.50 feet; thence North 194.50 feet; thence East 50.50 feet to the true POINT OF BEGINNING.

Also Less and Excepting therefrom:

Commencing at a point 1516 feet South of the Northeast corner of the Southwest Quarter of Section 29, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho, which point is the Southeast corner of the Rolling Hills Estates Subdivision, Division No. 2, and thence running West 357 feet to the TRUE POINT OF BEGINNING; thence South 2444 feet more or less to the Southeast boundary of the Northeast Quarter of the Northwest Quarter of Section 32, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho; and running thence West 680 feet; thence North 2444 feet more or less; thence East 680 feet to the true POINT OF BEGINNING.

Also Less and Excepting therefrom:

Commencing at a point 1516 feet South of the Northeast corner of the Southwest Quarter of Section 29, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho, which point is the Southeast corner of the Rolling Hills Estates Subdivision, Division No. 2, and running thence South 2444 feet more or less to the

Southeast corner of the NE1/4 NW1/4 of Section 32, Township 6 North, Range 40 East, Boise Meridian; thence West 357 feet; thence North 2444 feet more or less; thence East 357 feet to the point of beginning.

Also Less and Excepting therefrom:

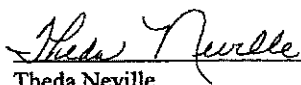
Beginning at a point that is West 50.50 feet and South 125.10 feet from the NW corner of Lot 1, Block 3 of the Rolling Hills Estates Subdivision No. 2 of the City of Rexburg, Madison County, Idaho, as per the recorded plat thereof, and running thence South 195.90 feet; thence West 20.27 feet; thence North 195.90 feet; thence East 20.27 feet to the point of beginning.

Together with all appurtenances and hereditaments thereunto pertaining except as above noted or as may be excepted in the ALTA title policy M-27530 as revised.

Grantor covenants and warrants that fee simple title, to the property, is conveyed to Grantee by this Deed, free from all encumbrances except those noted or of record.

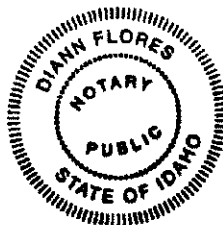
DATED this 31 day of January, 2001.

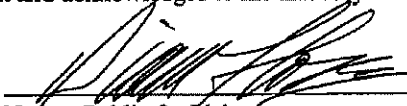

Darrell Neville


Theda Neville

STATE OF IDAHO,)
)ss.
County of Madison.)

On this 31 Jan 01, before me, the undersigned, a Notary Public in and for said State personally appeared Darrell Neville and Theda Neville, Trustees of the Darrell C. Neville and Theda Neville Living Trust, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same on behalf of the trust.




Notary Public for Idaho
Commission Expires: 8-3-05

Instrument # 285544

REXBURG MADISON, IDAHO

2000-09-07

10:06:00

No. of Pages: 1

Recorded for: ALLIANCE TITLE AND ESCROW

MARILYN R. RASMUSSEN

Fee: 3.00

Ex-Officio Recorder Deputy

First American Title Company

Quitclaim Deed

FOR VALUE RECEIVED, Darrell C. Neville and Theda C. Neville, Trustees of the Darrell and Theda Neville Living Trust, dated February 2, 1998, of Rexburg, Idaho, do hereby remise, release and forever quitclaim unto Lesa Bott and Mike Bott her husband; Keri Reeder and Mike Reeder her husband; Lori Thomas and Blake Thomas her husband; and Connie Bourne and Curt Bourne her husband, of 862 N 3000 W, Rexburg, ID 83440, to each couple an undivided 25% interest in and to the following described property located in Madison County, Idaho, to-wit:

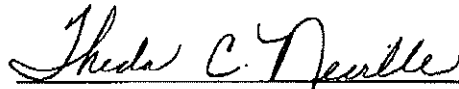
Commencing at a point 1516 feet south of the Northeast Corner of the Southwest Quarter of Section 29, Township 6 North, Range 40 East Boise Meridian, Madison County, Idaho, which point is the Southeast Corner of the Rolling Hills Estates Subdivision, Division 2, and running thence south 2444 feet more or less to the Southeast corner of the NE1/4NW1/4 of Section 32, T. 6N, R40 E.B.M; thence west 357 feet; thence north 2444 feet more or less; thence east 357 feet to the point of beginning..

Grantors do not covey nor transfer to Grantees any water rights, well rights, water permits, water licenses that may be appurtenant to the real property above described but specifically reserve all such water rights, well rights, water permits and water licenses in favor of Grantors.

DATED this 29 day of August, 2000.



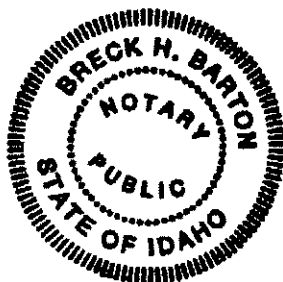
Darrell C. Neville, Trustee of the Darrell and Theda Neville Living Trust

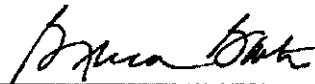


Theda C. Neville, Trustee of the Darrell and Theda Neville Living Trust

STATE OF IDAHO,)
)ss.
County of Madison.)

On this 29 day of August, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Darrell C. Neville and Theda C. Neville, Trustees, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same for the Darrell and Theda Neville Living Trust.





Notary Public for Idaho

Commission Expires: 10-2-2000

T 73540
ATTACHMENT 20 OF 20