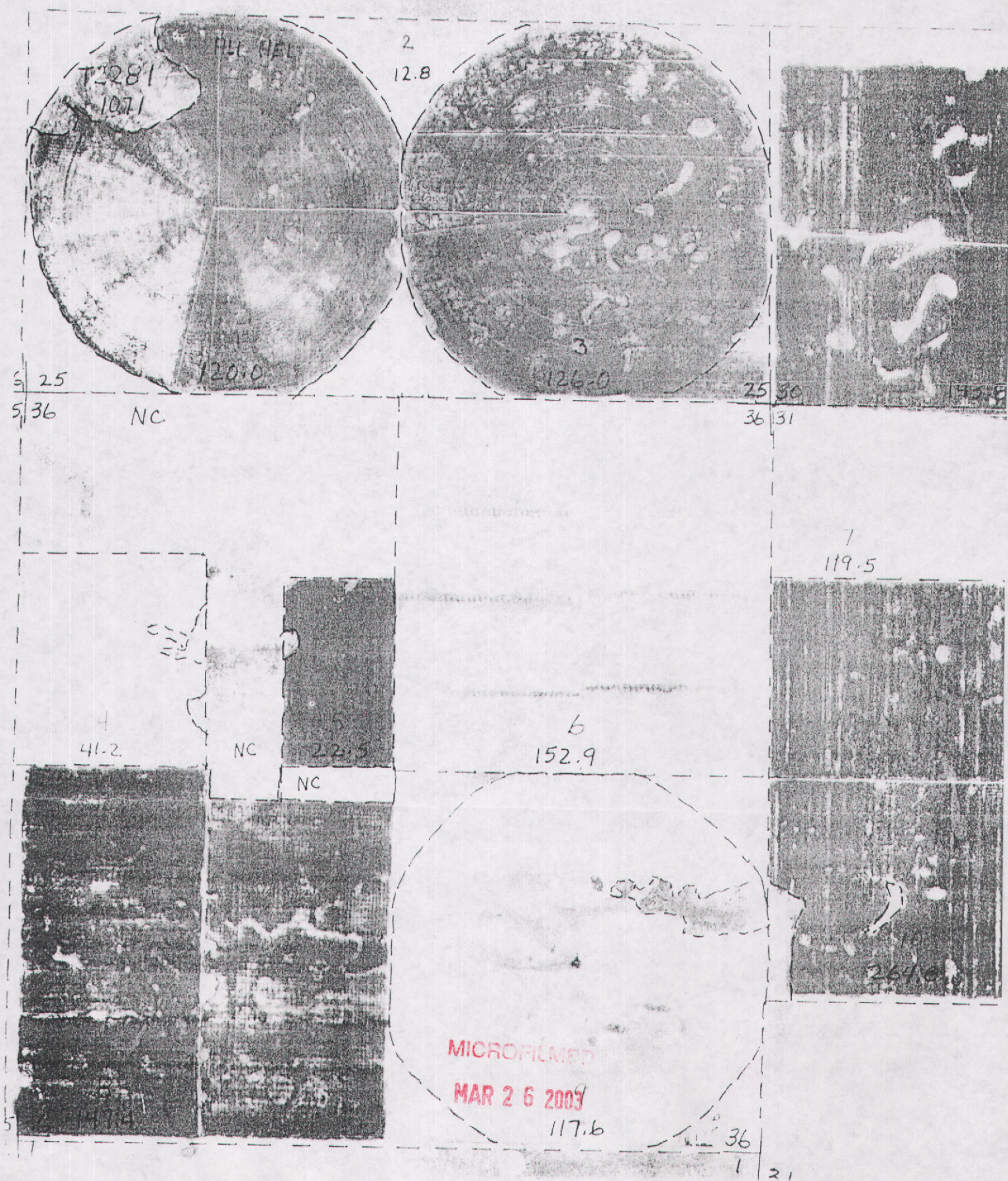


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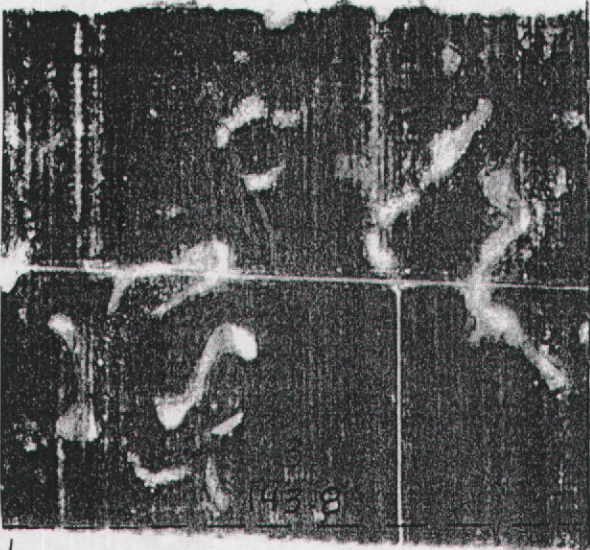
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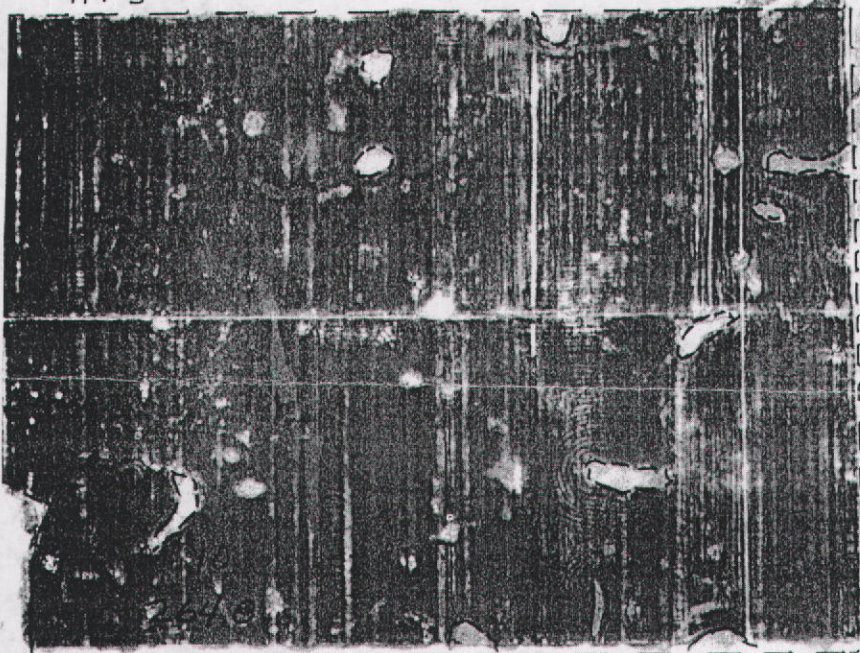
19 | 20
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119.5



MICROFILMED
MAR 26 2003

31

1 | 32
4 | 5

RECEIVED

FEB 18 2003

Department of Water Resources

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
35-2685 ✓			35-7490 ✓		
35-9032 - <u>APPL. FOR PERMIT</u>			35-11713		
35-2599 ✓			35-13046 ✓		
35-7488 ✓					
35-7489 ✓					

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 usually attached to your deed or on file with the county).

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 **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) Grandview Farms
PO Box 834, Blackfoot, ID 83221
4. New Owner/Claimant(s) James W. Baker, d/b/a Grandview Farms
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address PO Box 577
- City, State and ZIP Code Blackfoot, ID 83221
- New Telephone Number (208) 785-2310
5. Date you acquired the property 12/27/2003

See file 35-2599 for support data

MICROFILMED
 MAR 26 2003

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

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

James W. Baker

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.

For Office Use Only			
Received by <i>[Signature]</i>	Date <i>2/18/03</i>	Fee <i>\$200.00</i>	<i>\$25.00 x 8</i>
Receipted by <i>[Signature]</i>	Date <i>2/18/03</i>	Receipt No. <i>0067437</i>	
Processed by <i>[Signature]</i>	AJ Date _____	WR _____	Date _____

MICROFILMED
MAR 26 2003

After recording, return to:
John Anderson
First American Title
P.O. Box 868
168 West Pacific
Blackfoot, ID 83221

520832

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE 12,- DEP C

2002 DEC 30 PM 3:45

RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY

SPECIAL WARRANTY DEED

THIS DEED is made as of this 22nd day of December 2002, between **MONY LIFE INSURANCE COMPANY** (formerly known as The Mutual Life Insurance Company of New York), a New York corporation (hereinafter referred to as "Grantor"), and **JAMES W. BAKER**, a married man dealing as to his sole and separate property (hereinafter referred to as "Grantee"), whose address is 1055 SW Englewood Drive, Lake Oswego, Oregon 97034.

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, Grantor has and hereby does grant, bargain, sell, alien, convey and confirm unto Grantee, and the heirs, legal representatives, successors and assigns of Grantee, all those tracts or parcels of land lying and being in Bingham County, Idaho and being more particularly described on Exhibit A attached hereto and hereby made a part hereof by this reference (the "Property").

To have and to hold the Property, together with any and all improvements located thereon, and any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee and the heirs, legal representatives, successors and assigns of Grantee, forever, in fee simple, including, but not limited to, any right, title and interest Grantor may have in and to the water rights described on Exhibit A attached hereto and hereby made a part hereof by this reference.

Grantor shall warrant and forever defend the right and title to the Property unto Grantee and the heirs, legal representatives, successors and assigns of Grantee, against the claims of all persons claiming by, through or under Grantor; provided, however, this conveyance is made subject to, and there are hereby excepted from the warranty hereinabove set forth, all matters set forth on Exhibit B attached hereto and hereby made a part hereof.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this deed the day and year first above written.

GRANTOR

MONY Life Insurance Company

By: 
David L. Brown,
Authorized Signatory

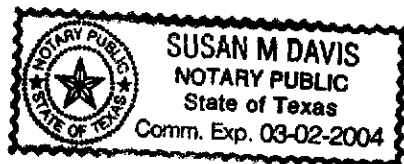
MICROFILMED
MAR 25 2003

STATE OF TEXAS

COUNTY OF LUBBOCK

On this 21st day of December, 2002, before me, a Notary Public in and for said county and state, personally appeared David L. Brown, an authorized signatory of MONY Life Insurance Company, a New York corporation, formerly known as The Mutual Life Insurance Company of New York, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year last above written.



Susan M. Davis
Notary Public, State of Texas
Printed Name of Notary: Susan M. Davis
My Commission Expires: March 2, 2004

This instrument prepared by:

David M. Brown, Chief Counsel
MONY Agricultural Investment Advisers, Inc.
1286 Jungermann Road, Suite A,
St. Peters, Missouri 63376

EXHIBIT A
to Special Warranty Deed

Real Property Legal Description:

PARCEL I:

Township 3 South, Range 31 E.B.M., Bingham County, Idaho

Section 25: ~~SW~~

Section 36: All ~~EXCEPTING~~: Commencing at the SW corner of Section 36; thence E. along the S. Section line a distance of approximately 700 feet, more or less, to a point 60 feet beyond the NW corner of Section 1, Township 4 South, Range 31 E.B.M.; thence N. a distance of 26 feet; thence W. a distance of 700 feet, more or less, to the W. boundary line of Section 36, Township 3 South, Range 31 E.B.M.; thence S. along the W. section line of said Section 36 a distance of 26 feet to the point of beginning.

~~ALSO EXCEPTING~~: A portion of the ~~SE~~~~SW~~ of Section 36, Township 3 South, Range 31 E.B.M., Bingham County, Idaho, described as: Beginning at the SE corner of said Section 36, thence Westerly along the S. line of Section 36, 552.196 feet; thence Northerly, parallel to the E. line of Section 36, 552.196 feet; thence Easterly, parallel to the S. line of Section 36, 552.196 feet; thence Southerly along the E. line of Section 36, 552.196 feet to the point of beginning.

Township 3 South, Range 32 E.B.M., Bingham County, Idaho

Section 30: Lots 3 and 4; ~~E~~~~SW~~; ~~W~~~~SE~~

Section 31: Lots 1, 2 and 3 ~~W~~~~NE~~; ~~E~~~~NW~~; ~~N~~~~SW~~; ~~N~~~~W~~~~SE~~

PARCEL II:

A portion of the ~~SE~~~~SW~~ of Section 36, Township 3 South, Range 31 E.B.M., Bingham County, Idaho, described as:

Beginning at the SE corner of said Section 36, thence Westerly along the S. line of Section 36, 552.196 feet; thence Northerly, parallel to the E. line of Section 36, 552.196 feet; thence Easterly, parallel to the S. line of Section 36, 552.196 feet; thence Southerly along the E. line of Section 36, 552.196 feet to the point of beginning.

Water Rights:

Idaho Department of Water Resources Water License Nos. S 35-07488, 35-07489, 35-07490, 35-02685 and 35-02599.

Idaho Department of Water Resources Adjudication Claims A35-13046 and A35-09032.

MICROFILMED

MAR 26 2003

EXHIBIT B
to Special Warranty Deed

Permitted Encumbrances

1. All taxes, assessments and similar charges for the year 2003 and all subsequent years; all taxes, assessments and similar charges (including any and all fines, penalties and interest charges in connection therewith) that may be levied, assessed, recaptured or otherwise imposed with respect to the Property or any part thereof for any period before or after the date hereof which result from or arise out of any change in the use of, or other change in circumstances relating to, the Property or any part thereof after the date hereof.
2. All exceptions and exclusions set forth in 2nd Revised Commitment No. B46839 issued by First American Title Insurance Company bearing effective date of December 17, 2002.
3. Any and all matters which would be disclosed by a current survey or inspection of the Property.
4. Any and all prior reservations, conveyances, grants or leases of minerals of whatever kind or character (including, without limitation, oil, gas, coal, lignite, clay, sand, gravel, rock, aggregate and other minerals) located in, on or under the Property or any part thereof and all rights and easements with respect to the exploration, mining, drilling, extraction, removal and production of such minerals.
5. Any and all claims of the sovereign or any other person or entity with respect to portions of the Property which border or are under any body of water.
6. All road, railroad, utility, pipeline, drainage, flowage, access or other easements or rights of way affecting the Property.
7. Unrecorded Lease Agreement dated October 4, 2002, entered into by and between U.S. Bank, N.A., agent for MONY Life Insurance Company as Lessor, and R.D. Wynn Farms as Lessee.
8. Unrecorded Farm Cash Rent Lease Agreement dated June 3, 2002, entered into by and between U.S. Bank, N.A., agent for MONY Life Insurance Company as Lessor, and Milk Stool Ranches as Lessee.

520832

MICROFILMED

MAR 26 2003

Dale G. Higer (ISB# 1076)
STOEL RIVES LLP
101 S. Capitol Blvd, Suite 1900
Boise, Idaho 83702
Telephone: (208) 389-9000
Facsimile: (208) 389-9040

506069

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

MONY LIFE INSURANCE COMPANY, a New)
York corporation, formerly known as THE)
MUTUAL LIFE INSURANCE COMPANY OF)
NEW YORK,)

Plaintiff,)

vs.)

GRANDVIEW FARMS, an Idaho general)
partnership; WULF A LEBRECHT, BRIAN A.)
LEBRECHT and TERRY K. HUSE LEBRECHT;)
GRANDVIEW FARMS, LLC, an Idaho limited)
liability company; KEYBANK NATIONAL)
ASSOCIATION, also known as KEYBANK)
NATIONAL ASSOCIATION COMMERCIAL)
LOAN SERVICES; AMERICAN FALLS-)
ABERDEEN GROUND WATER DISTRICT; and)
INDUSTRIAL VENTILATION, INC.,)

Defendants.)

Case No. CV-00-805

SHERIFF'S DEED

ORIGINAL
RECORDED
2001 NOV 15 PM 4:02
OFFICE OF THE CLERK
COUNTY OF IDAHO
CASE # 301417
Stoel Rives
APPROVED AT THE REQUEST OF

Under and by virtue of an Order of Sale and a Writ of Execution, both issued in the
above-entitled action on September 28, 2000, directed to me, C. Dayle Holm, the Sheriff of
Bingham County, Idaho, the Court ordered that the real and personal property described in the
Order of Sale, including the property described in Exhibit "A" attached hereto and made a part

SHERIFF'S DEED - 1

BOISE-131395.1 0033311-00001

MICROFILM

MAR 25 2003

hereof, hereinafter referred to as "Property", be sold at public auction in the order directed by the Defendants, Grandview Farms, an Idaho general partnership, Wulf A. Lebrecht, Brian A. Lebrecht and Terry K. Huse Lebrecht, and to the highest bidder for cash; and that such sale be conducted and notice given in the same manner as that required for the sale of real property upon execution.

On November 9, 2000, I sold at public auction, in one lot or parcel, in front of the Courthouse in the County of Bingham, Idaho, after having first given notice of the time and place of the sale by advertising such sale as prescribed by law, at such sale, the Property to MONY Life Insurance Company, a New York corporation, Plaintiff herein, for a total credit bid of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00), such sum being the highest amount bid for the Property and which was the whole price paid by MONY Life Insurance Company for the right, claim and interest of the within named Defendants, as aforesaid, in and to the real estate particularly described in Exhibit "A" attached hereto and made a part hereof.

THEREFORE, in consideration of the payment by the Plaintiff of the sum \$225,000.00, as prescribed by the orders of the above-entitled Court, I, C. Dayle Holm, Sheriff of the County of Bingham, Idaho, have granted, bargained, sold and conveyed, and by these presents grant, bargain, sell and convey unto MONY Life Insurance Company, and to its successors and assigns forever, the Property described in Exhibit "A".

TOGETHER WITH all and singular the tenements, hereditaments, appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the premises above-mentioned and described and hereby convey, or intended so to be, together with the appurtenances, to MONY Life Insurance Company, a New York corporation, its successors and assigns forever.

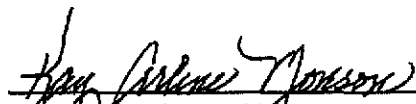
IN WITNESS WHEREOF, C. Dayle Holm, as Sheriff of Bingham County, Idaho, hereunto sets his hand this 15 day of November, 2001.

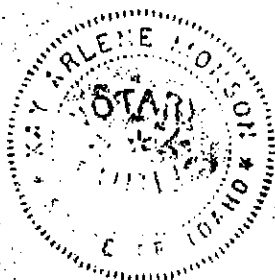

C. Dayle Holm, Sheriff
Bingham County, Idaho

STATE OF IDAHO)
) ss.
County of Bingham)

On this 15 day of November, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared C. Dayle Holm, known or identified to me to be the Sheriff of Kootenai County that executed said instrument, and acknowledged to me that such Sheriff of Kootenai County 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.


Notary Public for Idaho
Residing at Bingham Co.
My commission expires: 12-11-03



MICROFILMED

MAR 26 2002

EXHIBIT "A"

Section 31, Lots 1, 2, and 3, W $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$;
NW $\frac{1}{4}$ SE $\frac{1}{4}$, all of which is in Township 3 South, Range 32 EBM,
Bingham County, Idaho.

Together with all water rights and irrigation equipment
appurtenant to or used in connection with this property.

506069

Dale G. Higer (ISB# 1076)
STOEL RIVES LLP
101 S. Capitol Blvd, Suite 1900
Boise, Idaho 83702
Telephone: (208) 389-9000
Facsimile: (208) 389-9040

506070

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

MONEY LIFE INSURANCE COMPANY, a New York corporation, formerly known as THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK,

Plaintiff,

vs.

GRANDVIEW FARMS, an Idaho general partnership; WULF A LEBRECHT, BRIAN A. LEBRECHT and TERRY K. HUSE LEBRECHT; GRANDVIEW FARMS, LLC, an Idaho limited liability company; KEYBANK NATIONAL ASSOCIATION, also known as KEYBANK NATIONAL ASSOCIATION COMMERCIAL LOAN SERVICES; AMERICAN FALLS-ABERDEEN GROUND WATER DISTRICT; and INDUSTRIAL VENTILATION, INC.,

Defendants.

Case No. CV-00-805

SHERIFF'S DEED

RECORDED & RETURNED
BLACKFOOT, IDAHO
2001 NOV 15 PM 4:08
FILED
Stoel Rives
44-301414

Under and by virtue of an Order of Sale and a Writ of Execution, both issued in the above-entitled action on September 28, 2000, directed to me, C. Dayle Holm, the Sheriff of Bingham County, Idaho, the Court ordered that the real and personal property described in the Order of Sale, including the property described in Exhibit "A" attached hereto and made a part

SHERIFF'S DEED - 1

BOISE-131399.1 0033311-00001

MICHAEL L. LEE

NOV 25 2003

hereof, hereinafter referred to as "Property", be sold at public auction in the order directed by the Defendants, Grandview Farms, an Idaho general partnership, Wulf A. Lebrecht, Brian A. Lebrecht and Terry K. Huse Lebrecht, and to the highest bidder for cash; and that such sale be conducted and notice given in the same manner as that required for the sale of real property upon execution.

On November 9, 2000, I sold at public auction, in one lot or parcel, in front of the Courthouse in the County of Bingham, Idaho, after having first given notice of the time and place of the sale by advertising such sale as prescribed by law, at such sale, the Property to MONY Life Insurance Company, a New York corporation, Plaintiff herein, for a total credit bid of One Hundred Thousand Dollars (\$100,000.00), such sum being the highest amount bid for the Property and which was the whole price paid by MONY Life Insurance Company for the right, claim and interest of the within named Defendants, as aforesaid, in and to the real estate particularly described in Exhibit "A" attached hereto and made a part hereof.

THEREFORE, in consideration of the payment by the Plaintiff of the sum \$100,000.00, as prescribed by the orders of the above-entitled Court, I, C. Dayle Holm, Sheriff of the County of Bingham, Idaho, have granted, bargained, sold and conveyed, and by these presents grant, bargain, sell and convey unto MONY Life Insurance Company, and to its successors and assigns forever, the Property described in Exhibit "A".

TOGETHER WITH all and singular the tenements, hereditaments, appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

IN WITNESS WHEREOF, C. Dayle Holm, as Sheriff of Bingham County, Idaho,
hereunto sets his hand this 15 day of November, 2001.


C. Dayle Holm, Sheriff
Bingham County, Idaho

On this 15 day of November, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared C. Dayle Holm, known or identified to me to be the Sheriff of Kootenai County that executed said instrument, and acknowledged to me that such Sheriff of Kootenai County executed the same.

Ray Arlene Monson
Notary Public for Idaho
Residing at Bingham Co.
My commission expires: 12-11-03

SHERIFF'S DEED - 3
BOISE-131399.1 0033311-00001

MAR 26 2003

EXHIBIT "A"

Section 30, Lots 3 and 4; E½SW¼; W½SE¼; all of which is in
Township 3 South, Range 32 EBM, Bingham County, Idaho.

Together with all water rights and irrigation equipment
appurtenant to or used in connection with this property.

506070

Dale G. Higer (ISB# 1076)
STOEL RIVES LLP
101 S. Capitol Blvd, Suite 1900
Boise, Idaho 83702
Telephone: (208) 389-9000
Facsimile: (208) 389-9040

506071

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

MONEY LIFE INSURANCE COMPANY, a New York corporation, formerly known as THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK,

Plaintiff,

vs.

GRANDVIEW FARMS, an Idaho general partnership; WULF A LEBRECHT, BRIAN A. LEBRECHT and TERRY K. HUSE LEBRECHT; GRANDVIEW FARMS, LLC, an Idaho limited liability company; KEYBANK NATIONAL ASSOCIATION, also known as KEYBANK NATIONAL ASSOCIATION COMMERCIAL LOAN SERVICES; AMERICAN FALLS-ABERDEEN GROUND WATER DISTRICT; and INDUSTRIAL VENTILATION, INC.,

Defendants.

Case No. CV-00-805

SHERIFF'S DEED

RECORDED AT THE REQUEST OF
2001 NOV 15 PM 4: 09
SEE 10/22/01
STOEL RIVES
044301414
CLERK OF DISTRICT COURT
BLAINE, IDAHO

Under and by virtue of an Order of Sale and a Writ of Execution, both issued in the above-entitled action on September 28, 2000, directed to me, C. Dayle Holm, the Sheriff of Bingham County, Idaho, the Court ordered that the real and personal property described in the Order of Sale, including the property described in Exhibit "A" attached hereto and made a part

MICROFILMED

MAR 26 2001

hereof, hereinafter referred to as "Property", be sold at public auction in the order directed by the Defendants, Grandview Farms, an Idaho general partnership, Wulf A. Lebrecht, Brian A. Lebrecht and Terry K. Huse Lebrecht, and to the highest bidder for cash; and that such sale be conducted and notice given in the same manner as that required for the sale of real property upon execution.

On November 9, 2000, I sold at public auction, in one lot or parcel, in front of the Courthouse in the County of Bingham, Idaho, after having first given notice of the time and place of the sale by advertising such sale as prescribed by law, at such sale, the Property to MONY Life Insurance Company, a New York corporation, Plaintiff herein, for a total credit bid of Three Hundred Fifteen Thousand Dollars (\$315,000.00), such sum being the highest amount bid for the Property and which was the whole price paid by MONY Life Insurance Company for the right, claim and interest of the within named Defendants, as aforesaid, in and to the real estate particularly described in Exhibit "A" attached hereto and made a part hereof.

THEREFORE, in consideration of the payment by the Plaintiff of the sum \$315,000.00, as prescribed by the orders of the above-entitled Court, I, C. Dayle Holm, Sheriff of the County of Bingham, Idaho, have granted, bargained, sold and conveyed, and by these presents grant, bargain, sell and convey unto MONY Life Insurance Company, and to its successors and assigns forever, the Property described in Exhibit "A".

TOGETHER WITH all and singular the tenements, hereditaments, appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

MICROFILMED
MAR 26 2003

APR 26 2003

EXHIBIT "A"

Section 25, S½, Township 3 South, Range 31 EBM, Bingham
County, Idaho.

Together with all water rights and irrigation equipment
appurtenant to or used in connection with this property.

506071

MICROFILM

SHERIFF'S DEED - 4

MAR 25 2003

BOISE-131400.1 0033311-00001

Dale G. Higer (ISB# 1076)
STOEL RIVES LLP
101 S. Capitol Blvd, Suite 1900
Boise, Idaho 83702
Telephone: (208) 389-9000
Facsimile: (208) 389-9040

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FEE 12.00 ALL #301414
SEP 2

2001 NOV 15 PM 4:10

RECORDED AT THE REQUEST OF
R Stoel Rives

Attorneys for Plaintiff

506072

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

MONEY LIFE INSURANCE COMPANY, a New)
York corporation, formerly known as THE)
MUTUAL LIFE INSURANCE COMPANY OF)
NEW YORK,)
Plaintiff,)

Case No. CV-00-805

SHERIFF'S DEED

vs.)

GRANDVIEW FARMS, an Idaho general)
partnership; WULF A LEBRECHT, BRIAN A.)
LEBRECHT and TERRY K. HUSE LEBRECHT;)
GRANDVIEW FARMS, LLC, an Idaho limited)
liability company; KEYBANK NATIONAL)
ASSOCIATION, also known as KEYBANK)
NATIONAL ASSOCIATION COMMERCIAL)
LOAN SERVICES; AMERICAN FALLS-)
ABERDEEN GROUND WATER DISTRICT; and)
INDUSTRIAL VENTILATION, INC.,)
Defendants.)

Under and by virtue of an Order of Sale and a Writ of Execution, both issued in the
above-entitled action on September 28, 2000, directed to me, C. Dayle Holm, the Sheriff of
Bingham County, Idaho, the Court ordered that the real and personal property described in the
Order of Sale, including the property described in Exhibit "A" attached hereto and made a part

SHERIFF'S DEED - 1
BOISE-131401.1 0033311-00001

MICHAEL
MAR 26 2003

hereof, hereinafter referred to as "Property", be sold at public auction in the order directed by the Defendants, Grandview Farms, an Idaho general partnership, Wulf A. Lebrecht, Brian A. Lebrecht and Terry K. Huse Lebrecht, and to the highest bidder for cash; and that such sale be conducted and notice given in the same manner as that required for the sale of real property upon execution.

On November 9, 2000, I sold at public auction, in one lot or parcel, in front of the Courthouse in the County of Bingham, Idaho, after having first given notice of the time and place of the sale by advertising such sale as prescribed by law, at such sale, the Property to MONY Life Insurance Company, a New York corporation, Plaintiff herein, for a total credit bid of Two Hundred Fifteen Thousand Dollars (\$215,000.00), such sum being the highest amount bid for the Property and which was the whole price paid by MONY Life Insurance Company for the right, claim and interest of the within named Defendants, as aforesaid, in and to the real estate particularly described in Exhibit "A" attached hereto and made a part hereof.

THEREFORE, in consideration of the payment by the Plaintiff of the sum \$215,000.00, as prescribed by the orders of the above-entitled Court, I, C. Dayle Holm, Sheriff of the County of Bingham, Idaho, have granted, bargained, sold and conveyed, and by these presents grant, bargain, sell and convey unto MONY Life Insurance Company, and to its successors and assigns forever, the Property described in Exhibit "A".

TOGETHER WITH all and singular the tenements, hereditaments, appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

EXHIBIT "A"

Section 36, W½, Township 3 South, Range 31 EBM, Bingham County, Idaho, EXCEPT: Commencing at the SW corner of Section 36; thence E along the S Section line a distance of approximately 700 feet, more or less, to a point 60 feet beyond the NW corner of Section 1, Township 4 South, Range 31 EBM; thence N a distance of 26 feet; thence W a distance of 700 feet, more or less, to the W boundary line of Section 36, Township 3 South, Range 31 EBM; thence S along the W section line of said Section 36 a distance of 26 feet to the point of beginning.

Together with all water rights and irrigation equipment appurtenant to or used in connection with this property.

506072

SHERIFF'S DEED - 4

BOISE-131401.1 0033311-00001
MAY 25 2003

Dale G. Higer (ISB# 1076)
STOEL RIVES LLP
101 S. Capitol Blvd, Suite 1900
Boise, Idaho 83702
Telephone: (208) 389-9000
Facsimile: (208) 389-9040

506073

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

MONY LIFE INSURANCE COMPANY, a New)
York corporation, formerly known as THE)
MUTUAL LIFE INSURANCE COMPANY OF)
NEW YORK,)

Plaintiff,)

vs.)

GRANDVIEW FARMS, an Idaho general)
partnership; WULF A LEBRECHT, BRIAN A.)
LEBRECHT and TERRY K. HUSE LEBRECHT;)
GRANDVIEW FARMS, LLC, an Idaho limited)
liability company; KEYBANK NATIONAL)
ASSOCIATION, also known as KEYBANK)
NATIONAL ASSOCIATION COMMERCIAL)
LOAN SERVICES; AMERICAN FALLS-)
ABERDEEN GROUND WATER DISTRICT; and)
INDUSTRIAL VENTILATION, INC.,)

Defendants.)

Case No. CV-00-805

SHERIFF'S DEED

RECORDED AT THE REQUEST OF
Stoel Rives
2001 NOV 15 PM 4:11
FILED 10/12/01
CLERK OF DISTRICT COURT
BLANCHETT, IDAHO

Under and by virtue of an Order of Sale and a Writ of Execution, both issued in the
above-entitled action on September 28, 2000, directed to me, C. Dayle Holm, the Sheriff of
Bingham County, Idaho, the Court ordered that the real and personal property described in the
Order of Sale, including the property described in Exhibit "A" attached hereto and made a part

SHERIFF'S DEED - 1

BOISE-131402.1 0033311-00001

NOV 28 2001

hereof, hereinafter referred to as "Property", be sold at public auction in the order directed by the Defendants, Grandview Farms, an Idaho general partnership, Wulf A. Lebrecht, Brian A. Lebrecht and Terry K. Huse Lebrecht, and to the highest bidder for cash; and that such sale be conducted and notice given in the same manner as that required for the sale of real property upon execution.

On November 9, 2000, I sold at public auction, in one lot or parcel, in front of the Courthouse in the County of Bingham, Idaho, after having first given notice of the time and place of the sale by advertising such sale as prescribed by law, at such sale, the Property to MONY Life Insurance Company, a New York corporation, Plaintiff herein, for a total credit bid of Two Hundred Eighty Thousand Dollars (\$280,000.00), such sum being the highest amount bid for the Property and which was the whole price paid by MONY Life Insurance Company for the right, claim and interest of the within named Defendants, as aforesaid, in and to the real estate particularly described in Exhibit "A" attached hereto and made a part hereof.

THEREFORE, in consideration of the payment by the Plaintiff of the sum \$280,000.00, as prescribed by the orders of the above-entitled Court, I, C. Dayle Holm, Sheriff of the County of Bingham, Idaho, have granted, bargained, sold and conveyed, and by these presents grant, bargain, sell and convey unto MONY Life Insurance Company, and to its successors and assigns forever, the Property described in Exhibit "A".

TOGETHER WITH all and singular the tenements, hereditaments, appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the premises above-mentioned and described and hereby convey, or intended so to be, together with the appurtenances, to MONY Life Insurance Company, a New York corporation, its successors and assigns forever.

IN WITNESS WHEREOF, C. Dayle Holm, as Sheriff of Bingham County, Idaho, hereunto sets his hand this 15 day of November, 2001.


C. Dayle Holm, Sheriff
Bingham County, Idaho

STATE OF IDAHO)
) ss.
County of Bingham)

On this 15 day of November, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared C. Dayle Holm, known or identified to me to be the Sheriff of Kootenai County that executed said instrument, and acknowledged to me that such Sheriff of Kootenai County 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.


Notary Public for Idaho
Residing at Bingham Co.
My commission expires: 12-11-03

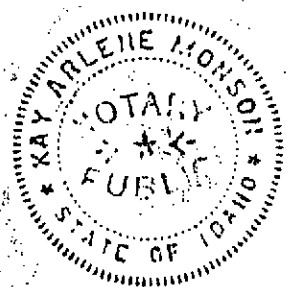


EXHIBIT "A"

Section 36, E½, Township 3 South, Range 31 EBM, Bingham County, Idaho, EXCEPT: A portion of the SE¼SE¼ of Section 36, Township 3 South, Range 31 EBM, Bingham County, Idaho, described as: Beginning at the SE corner of said Section 36, thence westerly along the S line of Section 36, 552.196 feet; thence northerly, parallel to the E line of Section 36, 552.196 feet; thence easterly, parallel to the S line of Section 36, 552.196 feet; thence southerly along the E line of Section 36, 552.196 feet to the point of beginning.

Together with all water rights and irrigation equipment appurtenant to or used in connection with this property.

506073

MICHOE

MAR 2 5 2003

hereof, hereinafter referred to as "Property", be sold at public auction in the order directed by the Defendants, Grandview Farms, an Idaho general partnership, Wulf A. Lebrecht, Brian A. Lebrecht and Terry K. Huse Lebrecht, and to the highest bidder for cash; and that such sale be conducted and notice given in the same manner as that required for the sale of real property upon execution.

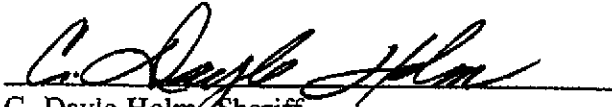
On November 9, 2000, I sold at public auction, in one lot or parcel, in front of the Courthouse in the County of Bingham, Idaho, after having first given notice of the time and place of the sale by advertising such sale as prescribed by law, at such sale, the Property to MONY Life Insurance Company, a New York corporation, Plaintiff herein, for a total credit bid of One Hundred Eighty-Five Thousand Five Hundred Sixty-Eight and 06/100 Dollars (\$185,568.06), such sum being the highest amount bid for the Property and which was the whole price paid by MONY Life Insurance Company for the right, claim and interest of the within named Defendants, as aforesaid, in and to the real estate particularly described in Exhibit "A" attached hereto and made a part hereof.

THEREFORE, in consideration of the payment by the Plaintiff of the sum \$185,568.06, as prescribed by the orders of the above-entitled Court, I, C. Dayle Holm, Sheriff of the County of Bingham, Idaho, have granted, bargained, sold and conveyed, and by these presents grant, bargain, sell and convey unto MONY Life Insurance Company, and to its successors and assigns forever, the Property described in Exhibit "A".

TOGETHER WITH all and singular the tenements, hereditaments, appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the premises above-mentioned and described and hereby convey, or intended so to be, together with the appurtenances, to MONY Life Insurance Company, a New York corporation, its successors and assigns forever.

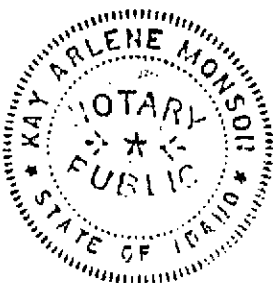
IN WITNESS WHEREOF, C. Dayle Holm, as Sheriff of Bingham County, Idaho, hereunto sets his hand this 15 day of November, 2001.


C. Dayle Holm, Sheriff
Bingham County, Idaho

STATE OF IDAHO)
) ss.
County of Bingham)

On this 15 day of November, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared C. Dayle Holm, known or identified to me to be the Sheriff of Kootenai County that executed said instrument, and acknowledged to me that such Sheriff of Kootenai County 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.



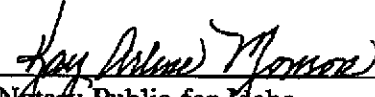

Notary Public for Idaho
Residing at Bingham Co.
My commission expires: 12-11-03

EXHIBIT "A"

That portion of Section 36, Township 3 South, Range 31 EBM, Bingham County, Idaho, which is described as follows:

A portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 3 South, Range 31 EBM, Bingham County, Idaho, described as: Beginning at the SE corner of said Section 36, thence westerly along the S line of Section 36, 552.196 feet; thence northerly, parallel to the E line of Section 36, 552.196 feet; thence easterly, parallel to the S line of Section 36, 552.196 feet; thence southerly along the E line of Section 36, 552.196 feet to the point of beginning.

Together with all water rights and potato cellar equipment appurtenant to or used in connection with this property.

506074

34899

Warranty Deed

440501

For Value Received DON E. EVERINGHAM AND LILA M. EVERINGHAM, Trustees of the Donald E. and Lila Everingham Family 1982 Revocable Trust

hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
GRANDVIEW FARMS, an Idaho General Partnership
 whose address is: 64 North 400 West, Blackfoot, Id. 83221

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

PARCEL II:

A portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 3 South, Range 31 E.B.M., Bingham County, Idaho, described as:

Beginning at the SE corner of said Section 36, thence Westerly along the S. line of Section 36, 552.196 feet; thence Northerly, parallel to the E. line of Section 36, 552.196 feet; thence Easterly, parallel to the S. line of Section 36, 552.196 feet; thence Southerly along the E. line of Section 36, 552.196 feet to the point of beginning.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, including all water, water rights, ditch and ditch rights.

TO HAVE AND TO HOLD the said premises, with their 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.

Dated: 1 - 11 - 1996

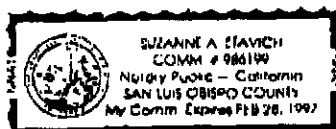
DONALD E. AND LILA EVERINGHAM FAMILY 1982 REVOCABLE TRUST

Donald E. Everingham
 DON E. EVERINGHAM, TRUSTEE

Lila M. Everingham
 LILA M. EVERINGHAM, TRUSTEE

STATE OF California)
 COUNTY OF San Luis Obispo) ss.

On this 11th day of JANUARY in the year 1996, before me, the undersigned, personally appeared DON E. EVERINGHAM AND LILA M. EVERINGHAM, known or identified to me to be the persons whose names are subscribed to the within instrument as TRUSTEES for THE DONALD E. AND LILA EVERINGHAM FAMILY 1982 REVOCABLE TRUST, and acknowledged to me that they executed the same as Trustees of THE DONALD E. AND LILA EVERINGHAM FAMILY 1982 REVOCABLE TRUST.



Suzanne A. Davich
 Notary Public for San Luis Obispo California
 Residing at: 11111111111111111111
 Commission Expires: 2-28-1997

440501

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MAR 26 2003

RECORDED AT THE REQUEST OF
 FIRST ACCEPTANCE TITLE

96 JUN 4 PM 2 56

300

34899 KIL

Warranty Deed

440500

For Value Received **E&L LIMITED LIABILITY COMPANY**, an Idaho Limited Liability Company

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
GRANDVIEW FARMS, an Idaho General Partnership
 whose address is: 64 North 400 West, Blackfoot, Id, 83221

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

PARCEL 1:

Township 3 South, Range 31 E.B.M., Bingham County, Idaho

Section 25: S $\frac{1}{4}$

Section 36: **ALL EXCEPTING:** Commencing at the SW corner of Section 36; thence E. along the S. Section line a distance of approximately 700 feet, more or less, to a point 60 feet beyond the NW corner of Section 1, Township 4 South, Range 31 E.B.M.; thence N. a distance of 26 feet; thence W. a distance of 700 feet, more or less, to the W. boundary line of Section 36, Township 3 South, Range 31 E.B.M.; thence S. along the W. section line of said Section 36 a distance of 26 feet to the point of beginning.

ALSO EXCEPTING: A portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 3 South, Range 31 E.B.M., Bingham County, Idaho, described as: Beginning at the SE corner of said Section 36, thence Westerly along the S. line of Section 36, 552.196 feet; thence Northerly, parallel to the E. line of Section 36, 552.196 feet; thence Easterly, parallel to the S. line of Section 36, 552.196 feet; thence Southerly along the E. line of Section 36, 552.196 feet to the point of beginning.

Township 3 South, Range 32 E.B.M., Bingham County, Idaho

Section 30: Lots 3 and 4; E $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 31: Lots 1, 2 and 3 W $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, including all water, water rights, ditch and ditch rights.

TO HAVE AND TO HOLD the said premises, with their 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.

Dated: DECEMBER 29, 1995

E&L LIMITED LIABILITY COMPANY, an Idaho Limited Liability Company

by: *John C. Cunningham*

by: _____

RECORDED AT THE REQUEST OF
 FIRST AMERICAN TITLE

'96 JUN 4 PM 2 56

MICROFILMED
 MAR 25 2003

STATE OF IDAHO

COUNTY OF BINGHAM

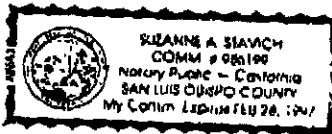
On this _____ day of JANUARY in the year 1996, before me, the undersigned, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument as _____ for E & L LIMITED LIABILITY COMPANY, an Idaho Limited Liability Company, and acknowledged to me that he executed the same as such.

Notary Public for Idaho
Residing at: Blackfoot
Commission Expired: 5-20-2000

STATE OF: _____

COUNTY OF _____

On this _____ day of JANUARY in the year 1996, before me, the undersigned, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument as _____ for E & L LIMITED LIABILITY COMPANY, an Idaho Limited Liability Company, and acknowledged to me that he executed the same as such.



Notary Public for _____
Residing at: _____
Commission Expired: _____

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MICROFILMED

MAR 26 2003

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WARRANTY DEED

For Value Received, E & L Farms, a partnership consisting of Don E. Everingham and Wulf A. Lebrecht, the Grantor, does hereby grant, bargain, sell, and convey unto E & L Limited Liability Company, an Idaho Limited Liability Company, c/o Trudy Scott, PO Box 628, Blackfoot, Idaho 83221, the Grantee, the following-described premises, to-wit:

Township 3 South, Range 31 E.B.M., Bingham County Idaho
Section 25: S $\frac{1}{4}$
Section 36: All

EXCEPTING: Commencing at the Southwest corner a distance of approximately 700 feet, more or less, to a point 60 feet beyond the Northwest corner of Section 1, Township 4 South, Range 31 E.B.M., thence North a distance of 26 feet; thence West a distance of 700 feet, more or less to the West boundary line of Section 36, Township 3 South, Range 31 E.B.M., thence South along the West Section line of said Section 36 a distance of 26 feet to the point of beginning.

ALSO EXCEPTING: Beginning at the SE corner of said Section 36, thence Westerly along the South line of Section 36 552.196 feet; thence Northerly parallel to the East line of Section 36, 552.196 feet; thence Easterly parallel to the South line of Section 36 552.196 feet; thence Southerly along the East line of Section 36 552.196 feet to the point of beginning.

Township 3 South, Range 32 E.B.M., Bingham County, Idaho
Section 30: Lots 3 and 4; E $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{4}$ SE $\frac{1}{4}$
Section 31: Lots 1, 2 and 3; W $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Subject to all existing rights-of-ways for public highways, protective covenants, utility lines, existing roadways, irrigation ditches and all building, zoning and other restrictions of use and all encumbrances of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors and assigns forever. And the said Grantor does hereby covenant to and with the

MICHAEL J. JONES

MAR 25 2003

said Grantee, that it is the owner in fee simple of said premises;
that said premises are free from all encumbrances except as
hereinabove set forth; and that it will warrant and defend the same
from all lawful claims whatsoever.

DATED this 31st day of December, 1994.

E & L FARMS

By:

Wulf A. Lebrecht
Wulf A. Lebrecht

STATE OF IDAHO)
 : ss.
County of Lingham)

On this 21st day of February, 1995, before me, the
undersigned, a Notary Public in and for the State of Idaho,
personally appeared Wulf A. Lebrecht, a partner, known to me to be
a partner of E & L Farms, and 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 first above written.



W. Sykes
Notary Public for Idaho
Residing at: Blackfoot
My Commission Expires: 5-17-96

432714

MICROFILMED

MAR 26 2003

376504**QUIT CLAIM DEED****FOR VALUE RECEIVED, DON E. EVERINGHAM AND LILA M.**

EVERINGHAM, Trustees of the Donald E. and Lila M. Everingham Family 1982 Revocable Trust, as Grantor, does hereby quit claim and convey to E AND L FARMS, a Partnership, as Grantee, whose address is P. O. Box 1717, Hanford, California, 93232, all their right, title, and interest in and to the following described real property situate in Bingham County, Idaho, to wit:

PARCEL 1: Township 3 South, Range 31, East of the Boise Meridian, Bingham County, Idaho:

Section 36: ALL EXCEPTING: Commencing at the Southwest corner of Section 36; thence East along the South Section line a distance of approximately 700 feet, more or less, to a point 60 feet beyond the Northwest Corner of Section 1, Township 4 South, Range 31, E.B.M., thence North a distance of 26 feet; thence West a distance of 700 feet, more or less, to the West boundary line of Section 36, Township 3 South, Range 31, E.B.M.; thence South along the West Section line of said Section 36 a distance of 26 feet to the Point of Beginning.

Township 3 South, Range 32, East of the Boise Meridian, Bingham County, Idaho:

Section 31: Lots 1, 2, and 3, W1/2NE1/4, E1/4NW1/4, NE1/4SW1/4, NW1/4SE1/4.

PARCEL 2: Township 3 South, Range 31, E.B.M., Bingham County, Idaho: Section 25: S 1/2

Township 3 South, Range 32, E.B.M., Bingham County, Idaho:

Section 30: Lots 3 and 4, E1/2SW1/4, W1/2SE1/4.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, together with all water and water rights, ditch and ditch rights, and the reversion and reversions, remainders, rents, issues, and profits thereof.

MICROFILMED

MAR 26 2003

Together with all improvements, building, fixtures, and appurtenances thereunto belonging, and the rents, issues, and profits thereof, together with all water and water rights of every nature, however evidenced, appurtenant to or used on said land.

Subject to all liens and encumbrances of record which Grantee assumes and agrees to pay.

DATED this 9 day of June, 1988.

DONALD E. AND LILA M. EVERINGHAM
FAMILY 1982 REVOCABLE TRUST

By Don E. Everingham
Don E. Everingham, Trustee

By Lila M. Everingham
Lila M. Everingham, Trustee

STATE OF CALIFORNIA)
) ss
County of Selene Kwas)

On this 9 day of June, 1988, before me the undersigned notary public, personally appeared DON E. EVERINGHAM and LILA M. EVERINGHAM, known or identified to me to be the persons whose names are subscribed to the within instrument as the Trustees of the Donald E. and Lila M. Everingham Family 1982 Revocable Trust, and acknowledged to me that they executed the same as such trustees.

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

Stan Ham
Notary Public for
Residing at: _____
My Commission expires: _____



376504

600 PT

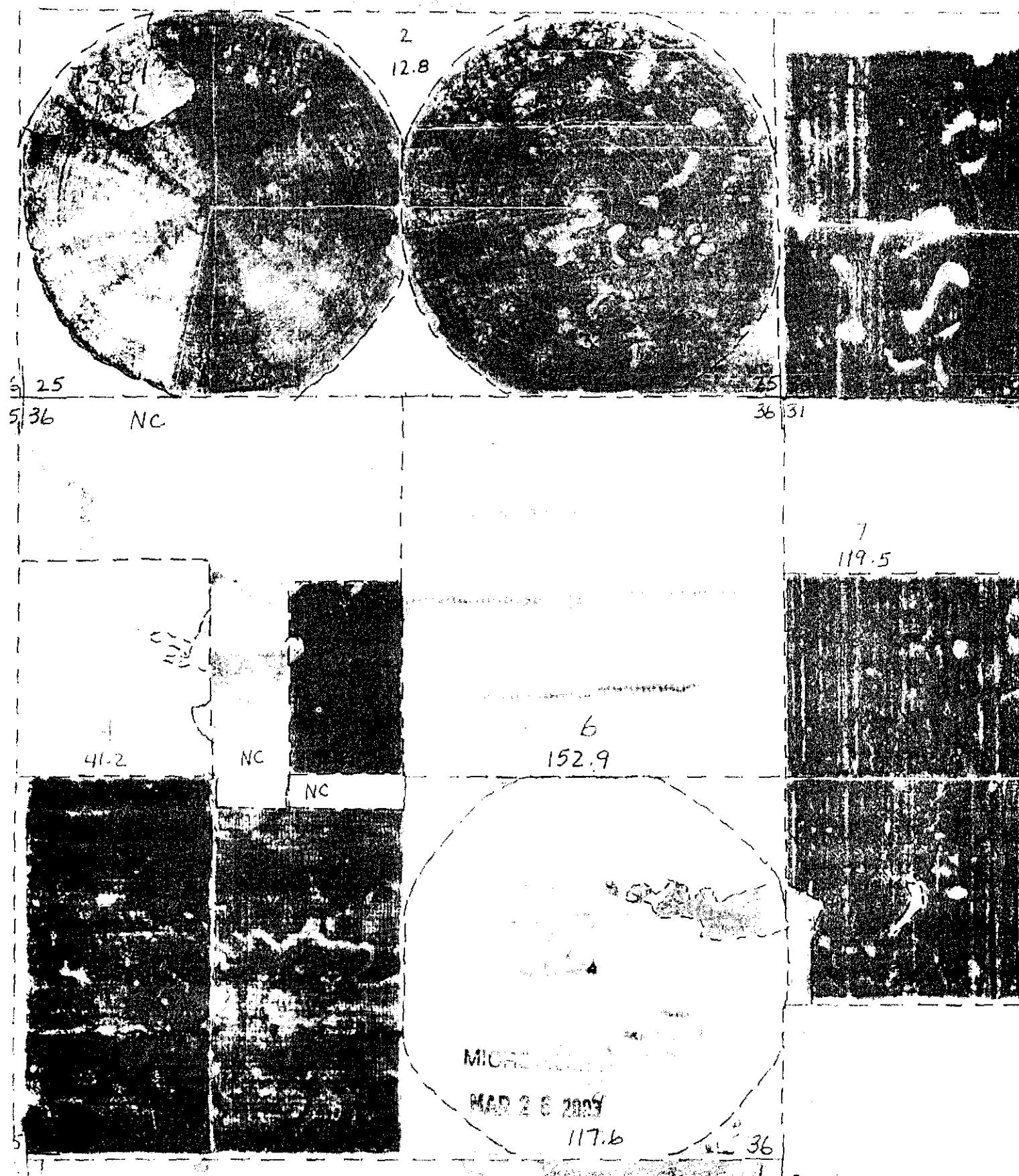
DEC -5 AM 11:58

James J. Christensen
NOTARY PUBLIC

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36 | 29



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31 | 32

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119.5



MICROFILMED
MAR 28 2003

31

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4 | 5

2002 JAN 31 PM 3:18

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

In Re SRBA

Case No. 39576

)
)
)
)

ORDER OF PARTIAL DECREE

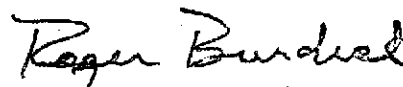
For Water Right 35-02599

On November 20, 2001, a *Special Master's Report and Recommendation* was filed for the above water right. No Challenges were filed to the *Special Master's Report and Recommendation* and the time for filing Challenges has now expired.

Pursuant to I.R.C.P. 53(e)(2) and *SRBA Administrative Order I*, Section 13f, this Court has reviewed the Findings of Fact and Conclusions of Law contained in the *Special Master's Report* and wholly adopts them as its own.

Therefore, IT IS ORDERED that water right 35-02599 is hereby **decreed** as set forth in the attached *Partial Decree Pursuant to I.R.C.P. 54(b)*.

DATED January 31, 2002.



ROGER S. BURDICK
Presiding Judge
Snake River Basin Adjudication

MICROFILMED

MAR 26 2003

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 35-02599

2002 JAN 31 PM 3:54
DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

NAME AND ADDRESS: GRANDVIEW FARMS
PO BOX 834
BLACKFOOT, ID 83221

SOURCE: GROUNDWATER

QUANTITY: 2.01 CFS
854.00 AFY

PRIORITY DATE: 07/26/1960

POINT OF DIVERSION: T03S R31E S36 NWSW Within Bingham County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 11-01	2.01 CFS 854.00 AFY

PLACE OF USE:	Irrigation	Within Bingham County
	T03S R31E S36	
	NWNW 4.0	SWNW 39.0
	SENW 19.0	NESW 40.0
	NWSW 40.0	SWSW 40.0
	SESW 40.0	
	222.0 Acres Total	

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication

MICROFILMED
MAR 26 2003

2002 JAN 31 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	CERTIFICATE OF MAILING
	)	
Case No. 39576	)	
_____	)	Water Right(s): 35-02599

CERTIFICATE OF MAILING

I certify that a true and correct copy of the PARTIAL DECREE
PURSUANT TO I.R.C.P. 54(b) for WATER RIGHT 35-02599 was mailed
on January 31, 2002, with sufficient first-class postage prepaid
to the following:

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

C & L FARMS
DEL RAY HOLM
HOLM BROS. PARTNERSHIP, HOLM
R & M FARMS PARTNERSHIP
THEODORE L DEFFINGER

Represented by:
BLAIR J. GROVER
215 FARNSWORTH WAY
PO BOX 36
RIGBY, ID 83442-0036
Phone: 208-745-6653

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MAR 26 2003

CERTIFICATE OF MAILING

PAGE 1
01/31/02

ABERDEEN-AMERICAN FALLS
BINGHAM GROUND WATER DISTRICT
GRANDVIEW FARMS
UPPER VALLEY IRRIGATORS ASSOC.

Represented by:
JEFFREY C. FEREDAY
PO BOX 2720
BOISE, ID 83701-2720
Phone: 208-388-1200

FREMONT MADISON IRRIG. DIST.

Represented by:
JERRY R. RIGBY
PO BOX 250
REXBURG, ID 83440-0250
Phone: 208-356-3633

ALBERT & CHRISTINE WADA
BRENT STOLWORTHY
CLYDE M WILSON
DARWIN BROWN
FRANK S & AGNES H WADA
GERALD J BUTIKOFER
JAY L & MERRI LYNN STOLWORTHY
KENT B CORNELISON
KENT SEARLE
LDS CHURCH
LINDEN J & LOIS J BUTIKOFER
MERLE & ULENE BUTIKOFER
MURDOCH-WILSON FARMS
PAUL & ALICE HEYREND
WAYNE HANSEN

Represented by:
KENT W FOSTER
PO BOX 50130
IDAHO FALLS, ID 83405
Phone: 208-523-0620

STATE OF IDAHO

Represented by:
NATURAL RESOURCES DIV CHIEF
STATE OF IDAHO
ATTORNEY GENERAL'S OFFICE
PO BOX 44449
BOISE, ID 83711-4449

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MAR 26 2003

CERTIFICATE OF MAILING

PAGE 2
DIANA DELANEY 01/31/02
Chief Deputy Clerk

TRANSFER REVIEW SHEET

Trans # 71485

Date Reviewed _____

Light No(s). _____
Split? Y N Y N Y N Y N Y N Y N Y N

P10 10/28/04

AREA OF CONCERN: No/Yes _____

PURPOSE OF TRANSFER FOR EACH RIGHT:

Change p/d Add p/d Change use period Change nature of use Change p/u

APCUP P/U 10/27/04

LightID's of From & To records correct? Y N (resolve with S.O.)
Check for Partial Decree issuance, etc. since time of application's entry

PROOF OF OWNERSHIP COMPLETE FOR OLD & NEW P/U _____

Lien Holder Release Need Notarized

GROUNDWATER:

DRILLING PERMIT

All wells _____
DP upgrade req'd Y N (contact GW)
WMD
≤ 0.24 cfs/5 acres
> 0.24 cfs/5 acres

WMD
≤ 0.24 cfs/5 acres
> 0.24 cfs/5 acres

SUPPLEMENTAL SUPPLEMENTAL

WITHIN ESPA

USES:

STORAGE - 18C-R02-01P-18B-NA
IRR ≤ 5 ac - R66/R67/R68/R69 (0.03 cfs/ac)
> 5 ac - R62/R63/R64/R65 (0.02 cfs/ac)
Volume only - R58/R59/R60/R61
STOCKWATER - R37 (all BLM/USFS)
MINING - 054-106
FISH PROP - 029 (70's basins only)-007-122-106
HEAT/COOL - R07 (injection well)
FIRE PROT. - 077
DAIRY - 082 (zoning if a concern)-106-WD8

SURFACE WATER:

WD
≤ 0.20 cfs/others
> 0.20 cfs
WB, SPRINGS/SINK, INACTIVE WD & REST OF STATE
≤ 0.24 cfs/5 acres
> 0.24 cfs/5 acres

STANDARD SEASON 4/1 to 10/31 (use X61 if extended season)
STANDARD VOLUME 4.0 af/ac
CONSUMPTIVE USE VOLUME _____ af/ac

USES:

POWER - 17H-17K (+uses)-025-106
MUNICIPAL
Restricted area - 022-075 RAFN - 007-109-X64
Irr., GW supp to SW - 102
DOMESTIC
Surface water - WB5 (Big Wood or Boise above Star Bridge)
- 27A (Payette River)
- 070-071-075 (no parks/common areas, etc.)
- WB5
>1 in restricted area
Irr use listed separate

MISC CONDITIONS/REMARKS:

T07 - 1 yr to develop
T08 - comply or rescind
T17 - >1 pd, measure all (use w/ WB4)
T18 - Special T17 & R43 combined - multiple pds in WD
Protested - 020-X19
Water Quality - 106-R07
X27 - Number of acres/season in ppu
X35 - Combined totals of multiple rts

X49 - measure p/d's (source chg'd to orig trib)
X51 - 2+ yrs to develop
X53 - Use ltd to orig. source availability
X54 - forfeited ac/rate (used rarely)
X55 - (transfer shrinks total water to less ac)
004 - no right-of-way
X58 - pending claim (statutory or AJ b/u claim)
X61 - extended irr season
X62 - replaces N11 and N13
X63 - replaces C12
WB4 - + p/ds, cfs & afa (used with T17)
WD8 - land application of waste water
01Q - used instead of 01M when there's another meas. Cond (i.e. T17 & 01M)

Apply one to chg'd & unchg'd rts that are subject to SRBA:
T09 - on-going SRBA (no Dir Rpt or Recomm yet)
T19 - replaces C18 (if at Recommendation or Partial Decree stage)
T20 - use only on unchg'd rts not subject to SRBA

OTHER CONDITIONS/REMARKS

COMMENTS

Database files updated _____ Approval form printed _____ Shape files created _____
Special Mailing Instructions (cc's, etc) _____
Final database update after approval _____ *Comment to WR No(s). _____

71485

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER ANALYSIS SHEET

71485

7-20-04

INITIAL REVIEW BY: KCU

1. Right number 35-7488/2685/13046/2595 Applicant Grandview Ranches

2. Type of right: ☒ Decree ☐ License ☐ Claim ☐ SRBA Recommendation

3. Purpose of transfer: ☐ Change point of diversion ☒ Add diversion point(s)
☒ Change place of use ☐ Other _____

4. Check:

a. ☒ Source ☐ Priority ☒ Amount ☒ Purpose ☐ Period of use

b. ☐ Description of original point of diversion.

c. ☐ Description of original place of use.

5. Amount of land &/or water transferred:

a. ☐ All of right.

b. ☒ Part of right (NOTE! Part B should be filled in only if part of the right is owned by the applicant).

c. Map for remainder of right? ☐ Yes ☒ No NA

d. ☐ Check description of point(s) of diversion.

e. ☒ Check description of place of use

f. ☒ Check map (shows p.d. and p.u. after transfer).

g. ☐ Check for correct signature, notarization, and fee.

h. ☒ Check proof of ownership of right &/or land from which water is transferred.

i. ☒ Check for expansion in use of right. Comments NO EXPANSION

j. ☒ Check for existing water rights from same source, on land water is being transferred to.

Right number(s) NONE

k. ☒ Is use within a Watermaster District? ☒ Yes ☐ No

If yes, what district? 120

FINAL PROCESSING REVIEW BY: _____

1. Watermaster recommendation requested on _____ Received on _____

2. Reviewed by Adjudication Staff? ☐ Yes ☐ No

3. Is transfer published correctly? ☐ Yes ☐ No

4. Protest received? ☐ Yes ☐ No

RECOMMENDED ACTION

1. ☒ Approve

2. ☐ Deny

3. Conditions* _____

4. By RK Date 3/2/05

Approval Updates Completed
3-9-05 CR

*All uses within Watermaster District require special conditions

71485



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 20, 2003

JAMES W BAKER
GRANDVIEW FARMS
PO BOX 577
BLACKFOOT ID 83221-0577

RE: Change of Ownership for Water Rights 35-2599, 35-2685, 35-7488, 35-7489,
35-7490, 35-11713 and 35-13046

Dear Water Right Holder(s):

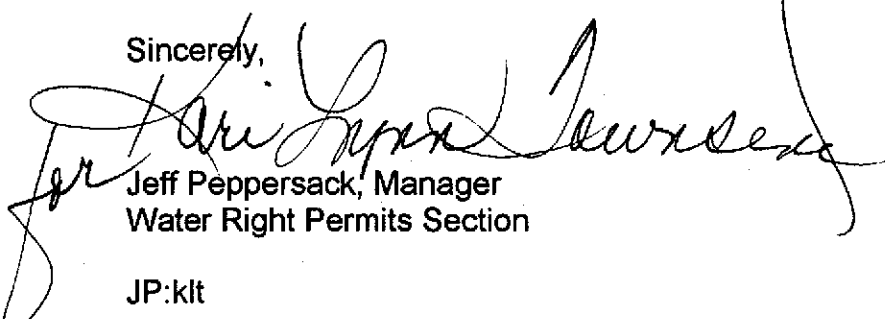
The department acknowledges receipt of correspondence changing ownership of the above referenced water rights to you. The department has modified its records to reflect the changes in ownership and has enclosed computer-generated reports for your records.

In addition to the above listed water rights you included Water Right 35-9032 in the request for ownership change. Water Right 35-9032 is currently an Application for Permit and is on Moratorium Hold at our Eastern Region office in Idaho Falls. There is no fee required to change ownership on an Application for Permit, however an Assignment of Application of Permit form is required to complete your request. I have enclosed that form for your convenience. Please complete the assignment form and return it to our Idaho Falls office. A request for refund has been sent to our Fiscal Section to return the fee paid for Water Right 35-9032.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,


Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

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Idaho Department of Water Resources Receipt

Receipt ID C067437

Payment Amount \$200.00 Date Received 2/18/2003 3:34:35 PM Region State Status
 Payment Type Check Check Number 007613

Payer BAKER & HARRIS *APPLICATION FOR PERMIT ON MORATORIUM HOLD @ EASTERN*
 Comment WR #35-2685 (35-9032) 35-2599 35-7488 35-7489 35-7490 35-1713 35-13046 TOTAL OF EIGHT AT \$25.00 EACH

Fee Detail

Amount Description Fund FD PCA SO
\$200.00 OWNERSHIP CHANGES/SECURITY INTERESTS 0229 21 56140 1155

J. Masin
 Signature Line (Dept. Representative)

Debbie Allen -

Please refund \$25.00 to Baker & Harris (see attached for address). Filing fee not required for ownership change on Application for Permit.

Thank You,

Keri Lynn

2.19.03

COPY

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 MAR 26 2003

RECEIVED

FEB 18 2003

Law Offices of

BAKER & HARRIS

Department of Water Resources

Dwight E. Baker
Jared M. Harris *
Stephen K. Madsen *
* Also Admitted in Utah

199 W. BRIDGE STREET
PO BOX 577
BLACKFOOT, ID 83221
Telephone (208) 785-2310
Facsimile (208) 785-6749
E-Mail — bakerharrislaw@cableone.net

February 13, 2003

Kari Lynn Townsend
Idaho Department of Water Resources
1301 N Orchard St.
Boise, ID 83706

Re: James W. Baker dba Grandview Farms
Water Right Nos. 35-2685; 35-9032; 35-2599; 35-7488; 35-7489; 35-7490;
35-11713; 35-13046

Dear Ms. Townsend:

Enclosed you will find the following:

1. Notice of Change in Water Right Ownership
2. Aerial Photos
3. Special Warranty Deed - Mony Life to James W. Baker

The previous owners have not had the water rights transferred to the current owner. Upon checking with the Idaho Falls office, we were informed that we would have to provide copies of all deeds from the owner of water rights record to Mr. Baker. For that purpose we enclose copies of the following deeds which constitute the chain.

1. Sheriff's Deed - Mony: Instrument No. 506069 Section 31, Lots 1, 2, and 3, W $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$, Township 3 South, Range 32 E.B.M., Bingham County ID.
2. Sheriff's Deed - Mony: Sheriff's Deed - Mony Instrument No. 506070 Section 30, Lots 3, and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; Township 3 South, Range 32 E.B.M., Bingham County ID.
3. Sheriff's Deed - Mony: Instrument No. 506071- Section 25, S $\frac{1}{2}$, Township 3 South, Range 31 E.B.M., Bingham County ID.
4. Sheriff's Deed - Mony: Instrument No. 506072 - Section 36, W $\frac{1}{2}$ Township 3 South, Range 31, E.B.M., Bingham County, ID, EXCEPT: Commencing at the Sw corner of Section 36; thence E along the S Section line a distance of approximately 700 feet, more or less, to a point 60 feet beyond the NW corner of Section 1, Township 4 South, Range 31, E.B.M, thence N a distance of 26 feet; thence W a distance of 700 feet, more or less, to the W boundary line of

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MAR 7 5 2003

- Section 26, township 3 South, Range 31 E.B.M; thence S along the W section line of said Section 36 a distance of 26 feet to the point of beginning.
5. Sheriff's Deed - Mony: Instrument No. 506073 - Section 36, E $\frac{1}{2}$ Township 3 South, Range 31 E.B.M., Bingham County, Idaho, EXCEPT: A portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 3 South, Range 31 E.B.M., Bingham County, Idaho, described as: Beginning at the SE corner of said Section 36, thence westerly along the S line of Section 36, 552.196 feet; thence northerly, parallel to the E line of Section 36, 552.196 feet; thence easterly, parallel to the S line of Section 36, 552.196 feet; thence southerly along the E line of Section 36, 552.196 feet to the point of beginning.
 6. Sheriff's Deed - Mony: Instrument No. 506074 - That portion of Section 36, Township 3 South, Range 31 E.B.M., Bingham County, ID, which is described as follows: A portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 3 South, Range 31 E.B.M., Bingham County, Idaho, which is described as: Beginning at the SE corner of said Section 36, thence westerly along the S line of Section 36, 552.196 feet; thence northerly, parallel to the E line of Section 36, 552.196 feet; thence easterly, parallel to the S line of Section 36, 552.196 feet; thence southerly along the E line of Section 36, 552.196 feet to the point of beginning.
 7. Warranty Deed - Everingham to Grandview Farms, Instrument No. 440501. A portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 3 South, Range 31 E.B.M., Bingham County, Idaho, which is described as: Beginning at the SE corner of said Section 36, thence westerly along the S line of Section 36, 552.196 feet; thence northerly, parallel to the E line of Section 36, 552.196 feet; thence easterly, parallel to the S line of Section 36, 552.196 feet; thence southerly along the E line of Section 36, 552.196 feet to the point of beginning.
 8. Warranty Deed E & L, LLC to Grandview Farms, Instrument No. 440500, Township 3 South, Range 31 E.B.M., Bingham County ID.
Section 25: S $\frac{1}{2}$,
Section 36: ALL -

EXCEPTING: Commencing at the Sw corner of Section 36; thence E along the S Section line a distance of approximately 700 feet, more or less, to a point 60 feet beyond the NW corner of Section 1, Township 4 South, Range 31, E.B.M, thence N a distance of 26 feet; thence W a distance of 700 feet, more or less, to the W boundary line of Section 26, township 3 South, Range 31 E.B.M; thence S along the W section line of said Section 36 a distance of 26 feet to the point of beginning.

ALSO EXCEPTING: A portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 3 South, Range 31 E.B.M., Bingham County, Idaho, which is described as: Beginning at the SE corner of said Section 36, thence westerly along the S line of Section 36, 552.196 feet; thence northerly, parallel to the E line of Section 36, 552.196 feet; thence easterly, parallel to the S line of Section 36, 552.196 feet; thence southerly along the E line of Section 36, 552.196 feet to the point of beginning.

Section 30: Lots 3, and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 31: Lots 1, 2, and 3, W $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

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MAR 25 2003

9. Warranty Deed - E & L Farms to E & L LLC, Instrument No. 432714
Township 3 South, Range 31 E.B.M., Bingham County ID.

Section 25: S $\frac{1}{2}$,

Section 36: ALL -

EXCEPTING: Commencing at the Sw corner of Section 36; thence E along the S Section line a distance of approximately 700 feet, more or less, to a point 60 feet beyond the NW corner of Section 1, Township 4 South, Range 31, E.B.M, thence N a distance of 26 feet; thence W a distance of 700 feet, more or less, to the W boundary line of Section 26, township 3 South, Range 31 E.B.M; thence S along the W section line of said Section 36 a distance of 26 feet to the point of beginning.

ALSO EXCEPTING: A portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 3 South, Range 31 E.B.M., Bingham County, Idaho, which is described as: Beginning at the SE corner of said Section 36, thence westerly along the S line of Section 36, 552.196 feet; thence northerly, parallel to the E line of Section 36, 552.196 feet; thence easterly, parallel to the S line of Section 36, 552.196 feet; thence southerly along the E line of Section 36, 552.196 feet to the point of beginning.

Section 30: Lots 3, and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 31: Lots 1, 2, and 3, W $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

10. Quit Claim Deed - Everingham to E & L Farms, Instrument No. 376504
Township 3 South, Range 31 E.B.M., Bingham County ID.

Section 25: S $\frac{1}{2}$

Section 36: ALL -

EXCEPTING: Commencing at the Sw corner of Section 36; thence E along the S Section line a distance of approximately 700 feet, more or less, to a point 60 feet beyond the NW corner of Section 1, Township 4 South, Range 31, E.B.M, thence N a distance of 26 feet; thence W a distance of 700 feet, more or less, to the W boundary line of Section 26, township 3 South, Range 31 E.B.M; thence S along the W section line of said Section 36 a distance of 26 feet to the point of beginning.

Section 31: Lots 1, 2, and 3, W $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 30: Lots 3, and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

We also enclose our check in the sum of \$200, \$25 for each water right being transferred.

Should anything further be required, please advise.

Very truly yours,

BAKER & HARRIS



Dwight E. Baker
DEB/ljs
Enclosures

MICHAEL J. HARRIS

MAR 26 2003