

age 1 of 12

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

Transfer No. 72563  
**RECEIVED**

APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 1

MAR 07 2005

Department of Water Resources  
Eastern Region

Name of Applicant Conant Valley Ranch Phone 208-483-2693

Post Office address PO Box 5546, Orange, CA 92705

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 \_\_\_\_\_

2. Describe the reason for the proposed changes Remove existing points of diversion and establish a single point of diversion as part of the stream restoration project to re-establish Garden Creek as fish habitat for spawning.

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

| Right Number    | Priority         | Amount (cfs/ac-ft) | Nature of Use     | Period of Use         |
|-----------------|------------------|--------------------|-------------------|-----------------------|
| <u>23-11296</u> | <u>6/01/1882</u> | <u>0.380 cfs</u>   | <u>Irrigation</u> | <u>04/15 to 10/31</u> |
| <u>23-11298</u> | <u>6/01/1888</u> | <u>5.880 cfs</u>   | <u>Irrigation</u> | <u>04/15 to 10/31</u> |
| <u>23-11300</u> | <u>6/30/1898</u> | <u>1.880 cfs</u>   | <u>Irrigation</u> | <u>04/15 to 10/31</u> |
| <u>23-11302</u> | <u>1/22/1916</u> | <u>1.780 cfs</u>   | <u>Irrigation</u> | <u>04/15 to 10/31</u> |

2. Total amount of water being transferred 9.92 cubic feet per second and/or \_\_\_\_\_ acre-feet per annum.

3. Source of water Garden Creek tributary to Snake River

4. Point(s) of Diversion:

| Lot | 1/4 | 1/4 | 1/4 | Sec | Twp | Rge | County     | Local name for diversion |
|-----|-----|-----|-----|-----|-----|-----|------------|--------------------------|
|     | SW  | SW  | NW  | 30  | 2N  | 43E | Bonneville | Garden Creek             |
|     |     |     |     |     |     |     |            |                          |
|     |     |     |     |     |     |     |            |                          |
|     |     |     |     |     |     |     |            |                          |

5. Lands irrigated or place of use: NO CHANGE

| Twp | Rge | Sec | NE 1/4 |    |    |    | NW 1/4 |    |    |    | SW 1/4 |    |    |    | SE 1/4 |    |    |    | Totals |
|-----|-----|-----|--------|----|----|----|--------|----|----|----|--------|----|----|----|--------|----|----|----|--------|
|     |     |     | NE     | NW | SW | SE | NE     | NW | SW | SE | NE     | NW | SW | SE | NE     | NW | SW | SE |        |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |
|     |     |     |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |

Total Acres \_\_\_\_\_

72563

## PART 1

6. General Information:

- a. Description of diversion system New point of diversion will be a pump from pool  
in the stream.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?  
X Yes                      No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or  
contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:  
No change to POU, only a change to points of diversion.

## d. Remarks:

This is a stream restoration project for fish habitat.

**ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES**

This is to certify that I have examined Application for Transfer of Water Rights No. \_\_\_\_\_

And the said application is hereby \_\_\_\_\_, subject to the following conditions:

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

For the Director

723e3

Transfer No. 72563  
Receipt No. \_\_\_\_\_

**IDAHO DEPARTMENT OF WATER RESOURCES  
APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 2**

**Current Water Right No.** 23-11296

Priority Date: 06/01/1882

Origin: Water Right

Basis: Decreed

Status: Active

**Source:** GARDEN CREEK

**Tributary to:** SOUTH FORK SNAKE RIVER

| <u>Beneficial Use</u> | <u>From To</u> | <u>Diversion Rate</u> | <u>Volume</u> | <u>Subuse Code</u> |
|-----------------------|----------------|-----------------------|---------------|--------------------|
| IRRIGATION            | 04/15 10/31    | 0.38 CFS              |               |                    |
| Total Diversion       |                | 0.38 CFS              |               |                    |

Source and Point(s) of Diversion:

|              |        |         |    |
|--------------|--------|---------|----|
| GARDEN CREEK | NWNESE | 02N 42E | 25 |
| GARDEN CREEK | SENWSE | 02N 42E | 25 |

**PLACE OF USE:** IRRIGATION

| Twp Rge Sec | NE |      |      |    | NW   |      |      |      | SW   |    |      |      | SE |      |      |     | Totals |
|-------------|----|------|------|----|------|------|------|------|------|----|------|------|----|------|------|-----|--------|
|             | NE | NW   | SW   | SE | NE   | NW   | SW   | SE   | NE   | NW | SW   | SE   | NE | NW   | SW   | SE  |        |
| 02N 43E 19  |    |      |      |    |      |      |      |      |      |    |      | 17.0 |    |      | 35.0 | 1.0 | 53.0   |
| 02N 43E 30  |    | 27.0 | 27.0 |    | 32.0 | 28.0 | 28.0 | 29.0 | 16.0 |    | 34.0 | 25.0 |    | 16.0 |      | L 5 | 262.0  |
| 02N 43E 31  |    |      |      |    |      | L 1  | L 2  |      |      |    | L 4  |      |    |      |      |     | 42.0   |
|             |    |      |      |    | 11.0 | 31.0 |      |      |      |    |      |      |    |      |      | L 1 |        |

Total Acres: 357

Conditions/Remarks:

1. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 357.0 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 23-11292, 23-11296, 23-11298, 23-11300, 23-11302.
2. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 18.7 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
3. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 11.91 CFS. COMBINED RIGHT NOS.: 23-11292, 23-11296, 23-11298, 23-11300, 23-11302.
4. RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

IDAHO DEPARTMENT OF WATER RESOURCES  
APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 2

Current Water Right No. 23-11296

5. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 9.92 CFS. COMBINED RIGHT NOS.: 23-11296, 23-11298, 23-11300, 23-11302.
6. 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.
7. THIS RIGHT IS A SPLIT FROM FORMER RIGHT 23-00042.
8. THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 23-11296, 23-11298, 23-11300, 23-11302.

Documentation of Ownership of the Current Place of Use

*Yes Warranty Deed Included*

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

*Yes Lien holder release included*

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

*No Change -*

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

*No -*

**IDAHO DEPARTMENT OF WATER RESOURCES**  
**APPLICATION FOR TRANSFER OF WATER RIGHT**  
**PART 2**

**Current Water Right No.** 23-11298

Priority Date: 06/01/1888  
Origin: Water Right  
Basis: Decreed  
Status: Active

**Source:** GARDEN CREEK

**Tributary to:** SOUTH FORK SNAKE RIVER

| <u>Beneficial Use</u> | <u>From To</u> | <u>Diversion Rate</u> | <u>Volume</u> | <u>Subuse Code</u> |
|-----------------------|----------------|-----------------------|---------------|--------------------|
| IRRIGATION            | 04/15 10/31    | 5.88 CFS              |               |                    |
| Total Diversion       |                | 5.88 CFS              |               |                    |

Source and Point(s) of Diversion:

|              |        |         |    |            |
|--------------|--------|---------|----|------------|
| GARDEN CREEK | NWNESE | 02N 42E | 25 | BONNEVILLE |
| GARDEN CREEK | SENWSE | 02N 42E | 25 | BONNEVILLE |

**PLACE OF USE:** IRRIGATION

| Twp Rge Sec | NE |      |      |    | NW   |      |      |      | SW   |    |      |      | SE |      |      |     | Totals |
|-------------|----|------|------|----|------|------|------|------|------|----|------|------|----|------|------|-----|--------|
|             | NE | NW   | SW   | SE | NE   | NW   | SW   | SE   | NE   | NW | SW   | SE   | NE | NW   | SW   | SE  |        |
| 02N 43E 19  |    |      |      |    |      |      |      |      |      |    |      | 17.0 |    |      | 35.0 | 1.0 | 53.0   |
| 02N 43E 30  |    | 27.0 | 27.0 |    | 32.0 | 28.0 | 28.0 | 29.0 | 16.0 |    | 34.0 | 25.0 |    | 16.0 |      |     | 262.0  |
| 02N 43E 31  |    |      |      |    |      | L 1  | L 2  |      |      |    | L 4  |      |    |      |      |     | 42.0   |
|             |    |      |      |    | 11.0 | 31.0 |      |      |      |    |      |      |    |      |      |     |        |
|             |    |      |      |    |      | L 1  |      |      |      |    |      |      |    |      |      |     |        |

Total Acres: 357

Conditions/Remarks:

1. 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. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 357.0 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 23-11292, 23-11296, 23-11298, 23-11300, 23-11302.
3. THIS RIGHT IS A SPLIT FROM FORMER RIGHT 23-00043.
4. THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 23-11296, 23-11298, 23-11300, 23-11302.
5. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 11.91 CFS. COMBINED RIGHT NOS.: 23-11292, 23-11296, 23-11298, 23-11300, 23-11302.

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Transfer No. 72563  
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**IDAHO DEPARTMENT OF WATER RESOURCES  
APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 2**

**Current Water Right No.** 23-11298

6. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 294.1 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
7. RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
8. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 9.92 CFS. COMBINED RIGHT NOS.: 23-11296, 23-11298, 23-11300, 23-11302.

Documentation of Ownership of the Current Place of Use

*Warrenty Deed Included*

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

*Yes Lien holder release is included*

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

*No Change*

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

*No —*

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IDAHO DEPARTMENT OF WATER RESOURCES  
APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 2

Current Water Right No. 23-11300

Priority Date: 06/30/1898

Origin: Water Right

Basis: Decreed

Status: Active

Source: GARDEN CREEK

Tributary to: SOUTH FORK SNAKE RIVER

| Beneficial Use          | From  | To    | Diversion Rate | Volume   | Subuse Code |
|-------------------------|-------|-------|----------------|----------|-------------|
| IRRIGATION              | 04/15 | 10/31 | 1.88 CFS       |          |             |
| IRRIGATION STORAGE      | 01/01 | 12/31 | 1.88 CFS       | 27.0 AFA |             |
| IRRIGATION FROM STORAGE | 04/15 | 10/31 | 1.88 CFS       | 27.0 AFA |             |
| Total Diversion         |       |       | 1.88 CFS       | 27.0 AFA |             |

Source and Point(s) of Diversion:

GARDEN CREEK NWNESE 02N 42E 25 BONNEVILLE

GARDEN CREEK SENWSE 02N 42E 25 BONNEVILLE

PLACE OF USE: IRRIGATION

| Twp Rge Sec | NE   |      |    |    | NW   |      |      |      | SW   |      |      |    | SE   |     |    |    | Totals |
|-------------|------|------|----|----|------|------|------|------|------|------|------|----|------|-----|----|----|--------|
|             | NE   | NW   | SW | SE | NE   | NW   | SW   | SE   | NE   | NW   | SW   | SE | NE   | NW  | SW | SE |        |
| 02N 43E 19  |      |      |    |    |      |      |      |      | 17.0 |      |      |    | 35.0 | 1.0 |    |    | 53.0   |
| 02N 43E 30  | 27.0 | 27.0 |    |    | 32.0 | 28.0 | 28.0 | 29.0 | 16.0 | 34.0 | 25.0 |    | 16.0 |     |    |    | 262.0  |
|             |      |      |    |    |      | L 1  | L 2  |      |      |      | L 4  |    |      |     |    |    |        |
| 02N 43E 31  |      |      |    |    | 11.0 | 31.0 |      |      |      |      |      |    |      |     |    |    | 42.0   |
|             |      |      |    |    |      | L 1  |      |      |      |      |      |    |      |     |    |    |        |

Total Acres: 357

Conditions/Remarks:

- USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 11.91 CFS. COMBINED RIGHT NOS.: 23-11292, 23-11296, 23-11298, 23-11300, 23-11302.
- THIS RIGHT IS A SPLIT FROM FORMER RIGHT 23-00049.
- THIS RIGHT IS LIMITED TO THE IRRIGATION OF 94.1 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
- 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.

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Transfer No. 72563  
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**IDAHO DEPARTMENT OF WATER RESOURCES  
APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 2**

**Current Water Right No.** 23-11300

5. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 357.0 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 23-11292, 23-11296, 23-11298, 23-11300, 23-11302.
6. THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 23-11296, 23-11298, 23-11300, 23-11302.
7. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 9.92 CFS. COMBINED RIGHT NOS.: 23-11296, 23-11298, 23-11300, 23-11302.
8. RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Documentation of Ownership of the Current Place of Use

*Warranty Deed Included*

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

*Yes, Lien holder release included*

Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

*No Change*

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

*No -*

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Page 1

Transfer No. 72563  
Receipt No. \_\_\_\_\_

**IDAHO DEPARTMENT OF WATER RESOURCES  
APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 2**

**Current Water Right No.** 23-11302

Priority Date: 01/22/1916

Origin: Adjudication Recommendation

Basis: Decreed

Status: Active

**Source:** GARDEN CREEK

**Tributary to:** SOUTH FORK SNAKE RIVER

| <u>Beneficial Use</u> | <u>From To</u>  | <u>Diversion Rate</u> | <u>Volume</u> | <u>Subuse Code</u> |
|-----------------------|-----------------|-----------------------|---------------|--------------------|
| IRRIGATION            | 04/15 10/31     | 1.78 CFS              | 27.0 AFA      |                    |
|                       | Total Diversion | 1.78 CFS              |               |                    |

Source and Point(s) of Diversion:

GARDEN CREEK                      SENWSE              02N 42E              25      BONNEVILLE

GARDEN CREEK                      NWNSE              02N 42E              25      BONNEVILLE

**PLACE OF USE:** IRRIGATION

| Twp Rge Sec | NE |      |      |    | NW   |      |      |      | SW   |    |      |      | SE   |    |      |     | Totals |
|-------------|----|------|------|----|------|------|------|------|------|----|------|------|------|----|------|-----|--------|
|             | NE | NW   | SW   | SE | NE   | NW   | SW   | SE   | NE   | NW | SW   | SE   | NE   | NW | SW   | SE  |        |
| 02N 43E 19  |    |      |      |    |      |      |      | 17.0 |      |    |      |      |      |    | 35.0 | 1.0 | 53.0   |
| 02N 43E 30  |    | 27.0 | 27.0 |    | 32.0 | 28.0 | 28.0 | 29.0 | 16.0 |    | 34.0 | 25.0 | 16.0 |    |      |     | 262.0  |
| 02N 43E 31  |    |      |      |    | 11.0 | 31.0 |      |      |      |    |      |      |      |    |      |     | 42.0   |
|             |    |      |      |    |      | L 1  | L 2  |      |      |    | L 4  |      |      |    |      |     |        |
|             |    |      |      |    |      | L 1  |      |      |      |    |      |      |      |    |      |     |        |

Total Acres: 357

Conditions/Remarks:

1. 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. THIS RIGHT IS A SPLIT FROM FORMER RIGHT 23-11243 (23-00105).
3. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 11.91 CFS. COMBINED RIGHT NOS.: 23-11292, 23-11296, 23-11298, 23-11300, 23-11302.
4. USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 9.92 CFS. COMBINED RIGHT NOS.: 23-11296, 23-11298, 23-11300, 23-11302.
5. RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

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Transfer No. 72563  
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**IDAHO DEPARTMENT OF WATER RESOURCES  
APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 2**

**Current Water Right No.** 23-11302

6. THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 23-11296, 23-11298, 23-11300, 23-11302.
7. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 357.0 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 23-11292, 23-11296, 23-11298, 23-11300, 23-11302.

Documentation of Ownership of the Current Place of Use

*Warranty Deed Included*

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

*Yes Lien holder release included*

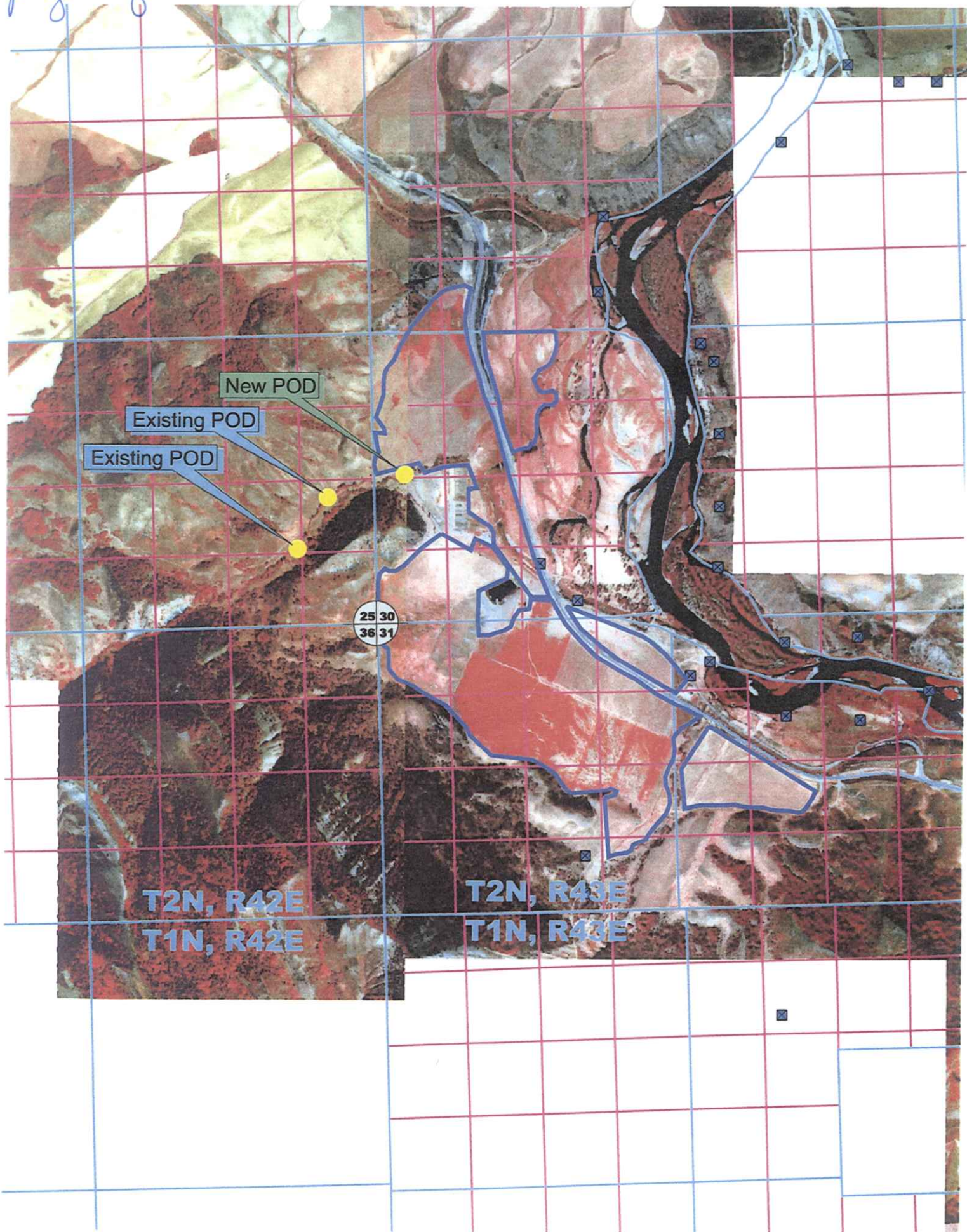
Describe the affect on the current place of use for this water right if the place of use is changed pursuant to this transfer

*No*

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

*No*

72563



PART 3

3. CHANGES IN NATURE OF USE

1. 

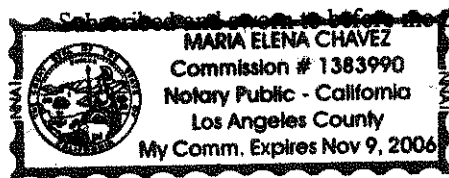
| <u>New Nature of Use</u> | <u>Amount(cfs/af-ft)</u> | <u>Hours/days/year</u> | <u>Period of Use</u> |
|--------------------------|--------------------------|------------------------|----------------------|
| NA                       |                          |                        | to _____             |
|                          |                          |                        | to _____             |
2. Quantity and quality of return flows and location of discharge:  
None
3. Describe effects on other water uses resulting from the proposed change:  
This project should enhance any other water uses.

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 contained 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.

Conant Valley Ranch by:

Anthony N. Osterkamp Jr.  
 (Signature of Applicant)



Subscribed and sworn to before me this Ninth day of February, 2005

M E Chavez  
 (Notary Public)

My commission expires November 9, 2006

FOR DEPARTMENT USE ONLY

Transfer contains 12 pages and 40 attachments

Received by \_\_\_\_\_ Date \_\_\_\_\_ Protest filed by \_\_\_\_\_

Prelim. Check by \_\_\_\_\_ Fee 860.00

Receipted by SC Date 4/14/05 EB30782

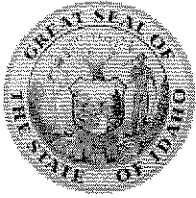
Published in Post Register Copies of protest forwarded by \_\_\_\_\_

Pub. Dates \_\_\_\_\_ Hearing held by \_\_\_\_\_ Date \_\_\_\_\_

Watermaster recommendations requested on \_\_\_\_\_ Recommended for ☐ approval ☐ denial

\_\_\_\_\_ received \_\_\_\_\_ by \_\_\_\_\_

Copy of transfer sent to lien holder \_\_\_\_\_



## IDAHO SECRETARY OF STATE Viewing Business Entity

Ben Ysursa, Secretary of State

[\[ New Search \]](#) [\[ Back to Summary \]](#)

### CONANT VALLEY RANCH

1049 GLASSEL  
ORANCE, CA 92867

**Type of Business:** ASSUMED BUSINESS NAME**Status:** CURRENT 29 Sep 2005**State of Origin:** IDAHO**Date of Origination/Authorization:** 29 Sep 2005**File Number:** D92164**Amendments:****Amendment filed 29 Sep 2005** ORIGINAL FILING[View Document Online](#)  
[Download \(TIFF format\)](#)[Idaho Secretary of State's Main Page](#)[State of Idaho Home Page](#)Comments, questions or suggestions can be emailed to: [sosinfo@idsos.state.id.us](mailto:sosinfo@idsos.state.id.us)

T 72563  
ATTACHMENT 1 OF 40

## GENERAL PARTNERSHIP AGREEMENT

OF

## CONANT VALLEY RANCH

This General Partnership Agreement ("Agreement") is entered into by Anthony H. Osterkamp, Jr. ("Osterkamp"), Daren O. Zumberge ("Zumberge"), Amy M. Sotoodeh ("Sotoodeh") and Anthony H. Osterkamp, III ("Osterkamp III") as of February 1, 1993. Osterkamp, Zumberge, Sotoodeh, and Osterkamp III are at times in this Agreement referred to individually as a "Partner" and collectively as the "Partners."

## R E C I T A L S:

A. WHEREAS, Osterkamp, Zumberge, Sotoodeh, and Osterkamp III intend, on February 1, 1993, to commence conducting a ranch operation, rental business, and development operation as a General Partnership, under the fictitious firm name of CONANT VALLEY RANCH, in the City of Orange, County of Orange, State of California, under an Oral Agreement of Partnership; and

B. WHEREAS, Osterkamp, Zumberge, Sotoodeh, and Osterkamp III have agreed to a sharing of the General Partnership's profits and losses in the ratios hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. GENERAL PARTNERSHIP. The Partnership shall be a general partnership formed under and governed by the laws of the State of California and this Agreement.

have any right, by virtue of this Agreement, in and to such independent ventures or the profits derived therefrom.

4. TERM OF THE PARTNERSHIP. The Partnership is effective as of February 1, 1999 and shall continue until December 31, 2015, unless sooner terminated as hereinafter provided.
5. ACCOUNTING PERIOD. The Partnership shall keep its accounting records and shall report its income for income tax purposes on the cash method of accounting. In all other respects the accounting for Partnership purposes shall be accomplished in accordance with generally accepted accounting principles.
6. CAPITAL CONTRIBUTIONS.
  - (a) Initial Contributions. The original capital of the Partnership shall consist of a ranch with improvements thereon located in Bonneville County, Idaho as described on Exhibit "A-1" attached hereto, and raw land in Valley Center, California as described on Exhibit "A-2" attached hereto.
  - (b) Withdrawal of Capital. No portion of the capital of the Partnership may be withdrawn at any time without the express written consent of a majority in interest of the Partners.
  - (c) Interest on Capital. No Partner shall be entitled to interest on his contributions to the capital of the Partnership.

(d) Additional Contributions. No Partner shall be required to make additional contributions to the capital of the Partnership and no Partner shall be allowed to make a voluntary contribution of capital without the written consent of a majority in interest of the Partners.

7. LOANS TO PARTNERSHIP. No Partner may loan or advance money to the Partnership without the express written consent of a majority in interest of the Partners. Any such loan by a Partner to the Partnership shall be separately entered in the books of the Partnership as a loan to the Partnership, shall bear interest at such rate as may be agreed upon by the lending Partner and a majority in interest of the other Partners, and shall be evidenced by a promissory note delivered to the lending Partner and executed in the name of the Partnership by a majority in interest of the other Partners.

8. CAPITAL ACCOUNTS. An individual capital account shall be maintained for each Partner. The capital interest of each Partner shall consist of his original contribution of capital, increased by:

- (a) Additional capital contributions; and
- (b) Any credit balance transferred from his income account to his capital account; and

decreased by:

- (a) Distributions in reduction of Partnership capital; and,
- (b) His share of Partnership losses, if charged to the capital accounts of the Partners.

9. INCOME ACCOUNTS. An individual income account shall be maintained for each Partner. All withdrawals by a Partner shall be charged to his income account. Withdrawals during the year shall be limited to such amounts as the Partners, by the affirmative vote of a majority in interest of the Partners, shall determine from time to time. At the end of each fiscal year each Partner's share of any Partnership net loss shall be charged to his income account, unless the Partners, by affirmative vote of a majority in interest of the Partners, agree to charge the loss to the capital accounts of the Partners. Each Partner's share of the Partnership profit shall be credited to his income account. The Partners may determine, by the affirmative vote of a majority in interest of the Partners, to transfer to the Partnership capital accounts all or any portion of the credit balances in the income accounts of the Partners. Any amounts transferred shall be in the proportions of the Partners' interests in the capital of the Partnership as determined under Section 8 of this Agreement.

A credit balance in the income account of a Partner shall constitute a liability of the Partnership to that Partner; it shall not constitute a part of that Partner's interest in the capital of the Partnership. A debit balance in the income account of a Partner, whether occasioned by drawings in excess of his share of Partnership profits or by charging him for his share of Partnership losses, shall constitute an obligation of that Partner to the Partnership;

it shall not reduce his interest in the capital of the Partnership.

10. ALLOCATION OF DEDUCTIONS, DEPRECIATION, CREDITS, PROFITS, LOSSES. Each fiscal year all deductions, bonus depreciation, ordinary depreciation, credits, profits and losses shall be credited or charged to the Partners as follows:

|               |     |
|---------------|-----|
| Osterkamp     | 97½ |
| Zumberge      | 1½  |
| Sotoodeh      | 1½  |
| Osterkamp III | 1½  |

11. BOOKS OF ACCOUNT. The books of account and other records of the Partnership shall, at all times, be kept in the principal place of business of the Partnership, and each of the Partners shall, at all reasonable times during normal business hours, have access to and may inspect and copy any such books, documents and other records.

12. RIGHTS AND DUTIES OF PARTNERS.

- (a) Time Devoted to Partnership. Each Partner shall devote such time to the Partnership business as is reasonably necessary to carry out the purpose of the Partnership.
- (b) Salaries. No Partner shall be entitled to a salary for his services in or about the Partnership business.

- (c) Management. Each Partner shall be entitled to participate in the control, management and direction of the Partnership business. In exercising this control, management and direction, each Partner's vote shall be in proportion to his interest in the capital of the Partnership. Subject to any special voting requirements set forth herein, any difference arising among the Partners as to ordinary matters connected with the Partnership business shall be decided by the affirmative vote of a majority in interest of the Partners.
- (d) Power to Incur Liabilities. Subject to the limitations imposed by Section 12(d)(i), (ii), (iii), (iv) and (vi) below, each Partner shall have the authority to bind the Partnership in making contracts and incurring obligations in the name and on the credit of the Partnership in the ordinary course of the Partnership business; provided, however, no Partner shall incur any obligation in the name or on the credit of the Partnership exceeding the sum of Ten Thousand Dollars (\$10,000.00) without the written consent of a majority in interest of the Partners.

In addition, no Partner, without the written consent of a majority in interest of the Partners, shall:

- (i) Borrow or lend money on behalf of the Partnership;
- (ii) Execute any mortgage, bond or lease;
- (iii) Assign, transfer or pledge any debts due the Partnership or release any debts due, except on payment in full thereof;

- (iv) Compromise any claim due to the Partnership or submit to arbitration any dispute or controversy involving the Partnership;
- (v) Sell, assign, pledge, or mortgage or otherwise convey his interest in the Partnership or any portion thereof provided, however, any Partner may freely transfer all or any portion of his interest in the Partnership to his spouse, children, grandchildren, or to a trustee for the primary benefit of himself or such relatives, without obtaining the written consent of a majority in interest of the Partners, provided further, that such transferred interest shall remain subject to all of the terms and conditions contained in this Agreement and no further transfer of such interest shall be made unless such transfer complies with all of the terms and conditions of this Agreement. Upon the death of the Partner who made such transfer or upon the occurrence of any event affecting such Partner specified in Section 13, 14, 15, 16 or 17, any Partnership interest transferred to such Partner's family, or in trust as hereinabove provided, shall be subject to purchase and sale as provided by this Agreement to the same extent as though such transfer had not occurred. In the event of a transfer in trust, all notices required by this Agreement shall be given to both the transferring

Partner and to the trustee. Payments for Partnership interests shall be made directly to the trustee or the successor trustee.

(vi) Convey title to any real property held in the name of the Partnership by a conveyance as defined in Section 15010.5(2) of the California Corporations Code.

13. BANKRUPTCY, CHARGING ORDER, ETC. Provided the Partnership purchases the Partner's interest pursuant to Section 20, a majority in interest of the remaining Partners may, by giving written notice stating the effective date thereof, on both the Partner and on the trustee in bankruptcy of such Partner or the judgment creditor of such Partner who has obtained a charging order against his interest, terminate the interest in the Partnership of any Partner:

- (a) Who shall have been adjudged a bankrupt pursuant to a petition in bankruptcy filed by or against him under the Bankruptcy Act of the United States or any similar statute;
- (b) Who has made a general assignment for the benefit of his creditors;
- (c) Against whose interest in the Partnership a charging order has been issued pursuant to Section 15078 of the California Corporations Code and not been removed within thirty (30) days after it is issued.

14. WITHDRAWAL OF A PARTNER. Subject to the provisions set forth in Section 19 of this Agreement, any Partner may volun-

tarily withdraw from the Partnership by giving the other Partners at least sixty (60) days notice of his intention to do so.

15. DISABILITY OF A PARTNER. In the event that any Partner, other than Osterkamp, becomes permanently disabled (the "Disabled Partner"), a majority in interest of the remaining Partners may, at their election, terminate the interest of the Disabled Partner in the Partnership by giving written notice of such termination to the Disabled Partner, provided that the Partnership thereafter purchases the interest of the Disabled Partner pursuant to Section 20. As used in this Agreement, the term "permanently disabled" shall refer to a Partner, other than Osterkamp, who, by reason of any sickness, physical or mental disability, or for any other reason, is unable to perform his normal duties as a Partner of the Partnership for a period of time in excess of six (6) months and who is not reasonably expected to improve within a reasonable time thereafter to permit the Partner to perform his normal duties as a Partner of the Partnership. Any disputes arising over the determination of whether a permanent disability exists shall be resolved by the majority vote of a panel of three (3) physicians, one (1) chosen by the Partner whose disability is in issue, one (1) chosen by a majority in interest of the remaining Partners, and one (1) chosen by the two (2) physicians already chosen. Each Partner agrees to undergo any necessary and reasonable examination by such physicians. The Partners agree that a con-

tinued absence or disappearance by any Partner, other than Osterkamp, for a period of six (6) months without reasonable cause shall constitute a permanent disability of such Partner.

17. EXPULSION OF PARTNER. Provided the Partnership thereafter purchases the Partner's interest in the Partnership pursuant to Section 20, a Partner may be expelled from the Partnership by the vote of the Partners holding a least eighty-five percent (85%) of the Partnership capital interests if, by this vote, it is determined in the sole discretion of such Partners that the Partner to be expelled has materially breached this Agreement or that the continued association of that Partner with the Partnership is detrimental to the best interest of the Partnership's business. Expulsion shall become effective when written notice of expulsion is given to the expelled Partner, at which time the expelled Partner's rights to participate in the Partnership's profits, to draw

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a salary, if any, and his other rights, powers, and authority as a Partner of the Partnership shall terminate.

18. CONTINUATION OF PARTNERSHIP. The death, expulsion, withdrawal, disability or the termination of a Partner for any reason set forth in Sections 13, 15 or 16 shall not dissolve the Partnership as to the other Partners, nor shall it cause any interruption in the conduct of the Partnership business, nor shall it affect the continuity of the Partnership and its business, or the continued use of the Partnership name in the conduct of such business, provided that, in each such instance other than the withdrawal of any Partner or the death or disability of Osterkamp, the Partnership purchases such Partner's interest pursuant to Section 20. Upon the death or disability of Osterkamp, the remaining Partners shall continue the Partnership under the terms of this Agreement with the personal representative, heir, devisee or other successor to Osterkamp's interest who shall become a Partner and succeed to all of Osterkamp's rights hereunder.

19. OPTION UPON WITHDRAWAL.

- (a) Upon the withdrawal of a Partner, the Partnership shall have an option to purchase the interest of the withdrawing Partner in the Partnership for the price and upon the terms set forth in Sections 21 through 23 of this Agreement. A majority in interest of the remaining Partners shall give notice of the Partnership's exercise of such option by serving written notice on the withdrawing Partner within sixty (60) days after service on the remaining Partners of the notice of withdrawal.

(b) If the Partnership fails to exercise its option to purchase the interest of a withdrawing Partner the sole entitlement of the withdrawing Partner shall be to sell his interest to a third party purchaser, but such a sale shall not constitute the transferee a Partner or entitle him to any of the rights of a Partner, other than the right to receive as much of the withdrawing Partner's share of distributions of the Partnership's profits as is transferred to the transferee. Unless and until the transferee is admitted to the Partnership in substitution for the withdrawing Partner under the provisions of this Agreement for admitting new Partners, such a transfer shall not terminate any of the withdrawing Partner's obligations. The sale provided for in this Section 19(b) may be made by the withdrawing Partner notwithstanding the provisions of Section 12(d)(v) of this Agreement.

20. ELECTION OF PARTNERSHIP UPON DEATH, ETC. Upon the death of any Partner other than Osterkamp, the expulsion of a Partner or the termination of a Partner's interest for any of the reasons set forth in Sections 13, 15 or 16 of this Agreement, a majority in interest of the remaining Partners shall elect to either (i) dissolve and liquidate the Partnership or (ii) cause the Partnership to purchase the interest of such deceased, expelled or terminated Partner (the "Terminated Partner") for the price and upon the terms set forth in Section 21 through 23. If a majority in interest of the

remaining Partners elect to cause the Partnership to so purchase, written notice of such election shall be given in the following manner:

- (a) If the Terminated Partner has died, by giving written notice of such election to the personal representative of the Deceased Partner within thirty (30) days after the appointment and qualification of such personal representative.
- (b) If the Terminated Partner has been expelled from the Partnership under Section 17 of this Agreement, by giving written notice of such election to the expelled Partner at the same time the notice of expulsion is given to such Partner.
- (c) If the Partnership interest is terminated for any of the reasons specified in Section 13 of this Agreement, by giving written notice of such election to both the Terminated Partner and his trustee in bankruptcy or the judgment creditor who secured a charging order against such Terminated Partner's interest, at the same time the notice of termination of such Terminated Partner's interest is given to such persons.
- (d) If the Partnership interest is terminated because of the permanent disability of a Partner under Section 15 of this Agreement, by given written notice of such election to the Disabled Partner at the same the notice of termination of such Disabled Partner's interest is given to such Disabled Partner.

21. PURCHASE PRICE OF PARTNERSHIP INTEREST. If a Majority in interest of the remaining Partners elect to cause the Partnership to purchase the interest of a Terminated Partner, or to exercise the option granted to the Partnership to purchase the interest of a withdrawing Partner, the Partnership shall pay to the person legally entitled thereto, in the manner specified in Section 23 of this Agreement, the value of such interest, which shall consist of the sum of the following items:

- (a) The positive balance, if any, in the Partner's capital account;
- (b) The positive balance, if any, in the Partner's income account;
- (c) The balance of any loan owed to the Partner by the Partnership;
- (d) The Partner's proportionate share of the net income of the Partnership, if any, realized to the date of death, withdrawal, expulsion or termination, unless this item has already been posted to the income account of the Partner;
- (e) Any other sums due to the Partner; but
- (f) Less any indebtedness owed by the Partner to the Partnership; and
- (g) Less the negative balance, if any, in the Partner's capital account;
- (h) Less the negative balance, if any, in the

Partner's income account;

- (i) Less the Partner's proportionate share of the net loss of the partnership, if any, realized to the date of death, withdrawal, expulsion or termination, unless this item has already been posted to the income account of the Partner; and
- (j) Plus or minus the adjustment determined under Section 22 of this Agreement.

22. VALUE IN EXCESS OF BOOK VALUE.

- (a) As an addition to or subtraction from book value, each Partner shall be entitled to or charged with his distributive share of an amount reflecting the Partners' agreement on the extent to which the value of the Partnership exceeds or is less than the book value of the Partnership. Such an amount shall be determined by the unanimous agreement of the Partners upon the execution of this Agreement taking into account the appreciation or depreciation in the market value of the Partnership's assets and the value of the Partnership's goodwill. Thereafter, such an amount shall be redetermined by the unanimous agreement of the Partners within sixty (60) days after the close of each fiscal year.

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- (b) All values determined pursuant to this Section 22 shall be endorsed on Schedule "B" attached to this Agreement. The value last determined and endorsed on Schedule "B" prior to the death, onset of disability or other event giving rise to the purchase and sale of the Partnership interest (the "Terminating Event") shall be the value used for purposes of this Section 22, except as expressly provided in Section 22(c) below.
- (c) If the Partners at any time attempt to establish a value pursuant to Section 22(a) above, but are unable to do so due to a dispute as to such value, and if, as a result of such dispute no value has been agreed upon and endorsed on Schedule "B" within eighteen (18) months prior to the Terminating Event, then, notwithstanding the provisions of Section 22(b) above, the value shall be determined as of the date of the Terminating Event by agreement of the Partner whose interest is subject to purchase or his personal representative, as one party, and a majority in interest of the remaining Partners, as another. (It is the intent of the Partners that if they have failed, for any reason other than a dispute, to establish and endorse on Schedule "B" a value within eighteen (18) months prior to the Terminating Event, the value last determined and endorsed on Schedule "B" shall nevertheless be the value used for purposes of this Agreement.) If the parties, pursuant to this Section 22(c), are unable to agree upon a value, the value shall be determined by an

appraiser agreed upon by the parties. If the parties are unable to agree on an appraiser within thirty (30) days following the Terminating Event, the Partner whose interest is subject to purchase, or his legal representative, as one party, and a majority in interest of the remaining Partners as another shall each name an appraiser. If the lower of the two resulting purchase prices is less than eighty-five (85%) percent of the higher price, the original appraisers shall appoint a third whose determination of the purchase price shall be final. Otherwise, the purchase price shall be the average of the two purchase prices originally determined. The Partner whose interest is subject to purchase, or his legal representative, as one party, and the Partnership as another shall share equally the fees and expenses of the appraiser jointly named, but each party shall be responsible for the fees and expenses of any appraiser named solely by him or it.

- (d) The value determined pursuant to this Agreement shall be binding upon the parties to this Agreement, their legal representatives, and their successors-in-interest.

23. PAYMENT OF PURCHASE PRICE. On exercise of the option or obligation to purchase the Partnership interest of a withdrawing or Terminated Partner, as the case may be, the Partnership shall pay to the person or persons legally entitled thereto the value of such interest, determined under Section 21, in the following manner:

(a) Initial Payment: One-fifth (1/5) thereof in cash (the "Initial Payment") no later than sixty (60) days following (i) the giving of notice to the withdrawing Partner pursuant to Section 19 of the exercise of the option, or the giving of notice pursuant to Section 20 of the election to purchase the interest of a Terminated Partner, as the case may be; or (ii) if applicable, receipt of the decision of the appraiser as to the value of the interest under Section 22(c), whichever is later.

(b) Balance of Payment: The balance of the purchase price shall be represented by a promissory note executed on behalf of the Partnership (the "Note"). The Note shall be fully amortized over a period of one hundred twenty (120) months and shall bear interest at the rate of seven percent (7%) per annum. Interest and principal on the Note shall be payable in equal monthly installments commencing not later than thirty (30) days after the date specified for payment of the Initial Payment, provided that the Note shall be subject to pre-payment, in whole or in part, without penalty, at any time after the year of the sale of the interest.

24. PURCHASE OF LESS THAN ENTIRE INTEREST. The option or obligation to purchase contained in this Agreement may not be exercised unless the entire interest of the Terminated Partner or withdrawing Partner is purchased.

25. ASSUMPTION OF PARTNERSHIP OBLIGATIONS. On any purchase and sale of a Partnership interest pursuant to this Agreement,

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the remaining Partners shall assume all the Partnership obligations and shall protect and indemnify the Terminated Partner or the personal representative or estate of a Terminated Partner or the withdrawing Partner from liability for any such obligations.

26. PUBLICATION OF NOTICE. On any purchase and sale of a Partnership interest pursuant to this Agreement, the remaining Partners shall, at their own cost and expense, as soon as reasonably practical after giving notice of the Partnership's election to purchase such interest, cause to be prepared, published, filed and served all such notices as may be required by law to protect the Terminated Partner or the personal representative and estate of the Terminated Partner or the withdrawing Partner from liability for future obligations of the Partnership.

27. NONCOMPETITION. A withdrawing or Terminated Partner whose Partnership interest has been purchased and sold pursuant to this Agreement shall not, for a period of two (2) years following such purchase and sale, either directly or indirectly, as an employee or employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any individual or representative capacity, partake or participate in any business that is in competition in any manner whatsoever with the business of the Partnership in any county in which the Partnership is conducting business at the time such withdrawing or Terminated Partner's interest is purchased.

28. RIGHT TO PATENT. Any Partner who, during the term of this Partnership, invents any patentable item relating to any

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business in which the Partnership is then engaged, shall deliver such item and any patents pertaining thereto to the Partnership, and such item and patents shall be the sole property of the Partnership.

29. VOLUNTARY DISSOLUTION.

(a) Winding up of Affairs. On any voluntary dissolution, the Partnership shall immediately commence to wind up its affairs. The Partners shall continue to share profits and losses during liquidation in the same proportions as before dissolution. The proceeds from liquidation of Partnership assets shall be applied as follows:

- (i) Debts of the Partnership, other than to Partners;
- (ii) Amounts owed to Partners for loans, salaries and other indebtedness of the Partnership;
- (iii) The capital contributions of the Partners as reflected in their capital accounts;
- (iv) Amounts owed to Partners for the credit balances in their respective income accounts; and
- (v) Amounts to which the Partners are entitled under Section 29(b).

(b) Gain or Loss. Any gain or loss on disposition of the Partnership assets in the process of liquidation shall be credited or charged to the Partners in the proportion to their interests in the capital of the Partnership. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The differ-

ence between the value of the property distributed in kind and its book value shall be treated as a gain or loss on the sale of the property and shall be credited or charged to the Partners in the proportions of their interests in capital.

(c) Effect of Debit Balance. Should any Partner have a debit balance in his capital or income account, whether by reason of losses in liquidating Partnership assets or otherwise, the debit balance shall represent an obligation from him to the other Partners, to be paid in cash within thirty (30) days after written demand by the other Partners.

(d) Initiating Dissolution. The Partnership shall be dissolved and liquidated pursuant to this Section upon the affirmative vote of a majority in interest of the Partners, or upon the expiration of the term specified in Section 4.

30. WAIVER OF RIGHT TO COURT DECREE OF DISSOLUTION. The Partners agree that irreparable damage would be done to the goodwill and reputation of the Partners and the Partnership if any Partner should bring an action in court to dissolve this Partnership. Care has been taken in this Agreement to create provisions that the Partners consider fair and just payment to a Partner whose relationship with the Partnership ceases. Accordingly each of the Partners accepts the provisions under this Agreement as his sole entitlement on cessation of his Partnership relationship. Each Partner hereby waives and

renounces his right to seek a court decree of dissolution or to seek the appointment by a court of a liquidator for the Partnership.

31. ADMISSION OF NEW PARTNERS. Additional Partners may be admitted to the Partnership at the beginning of the Partnership year by vote of a majority in interest of the Partners. In such case, a supplemental agreement, in terms satisfactory to a majority in interest of the Partners, shall be executed by all of the Partners setting forth:

- (a) The amount of Partnership capital and the allocation thereof among the Partners;
- (b) The percentage in which the Partnership profit and losses shall be thereafter shared or borne; and
- (c) A statement that all Partners shall be bound by this Agreement as amended by such supplemental agreement.

Any such new Partner shall contribute to the Partnership, at the time of his admission, his capital contribution as set forth in the supplemental agreement.

32. NOTICES. Any and all notices between the Partners provided for in this Agreement or by law shall be in writing and shall be deemed duly given when personally delivered to a Partner, or his legal representative, or in lieu of such personal service, when deposited in the mail, certified and postage prepaid, addressed to such Partner or his legal representative at the last known address of the same.

33. PARTNER'S WILLS. Each Partner agrees to include in his Will a direction to his executor to comply with the provisions

of this Agreement and to sell his Partnership interest in accordance with this Agreement. However, the failure of any Partner to do so shall not affect the validity or enforceability of this Agreement.

34. SOLE AGREEMENT. This Agreement contains the sole and only Agreement between the Partners relating to the Partnership, correctly sets forth the rights, duties and obligations of each Partner to the others as of the date hereof and supercedes any prior written or oral agreement between the Partners concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the Partners, relating to the subject matter contained in this Agreement, which are not fully set forth herein.
35. CONSENTS, AGREEMENTS AND AMENDMENTS. Any and all consents and agreements provided for or permitted by this Agreement, and all amendments to this Agreement shall be in writing and signed by all the Partners, and a signed copy thereof shall be filed and kept with the books of the Partnership.
36. ATTORNEYS' FEES. Should any litigation be commenced between the Partners or their personal representatives concerning any provision contained herein, or the rights and duties of any person in relation thereto, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for their or his attorneys' fees in such litigation as determined by the court.

37. HEADINGS. Section headings are inserted for convenience only and are not intended to be a part of this document or in any way to define, limit or describe the scope or intent of the particular section to which they refer.
38. INUREMENT. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns, successors in interest, personal representatives, estate, heirs, devisees and legatees of each of the Partners.
39. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement, and all of which shall constitute one (1) Agreement, notwithstanding that all of the Partners are not signatory to the original or the same counterparts.
40. DEFINITIONS. As used herein the masculine, feminine, and neuter gender, and the singular or plural numbers shall each be deemed to include the others whenever the context so indicates. As used herein, the term "personal representative" shall refer to the executor or administrator of the estate of a Deceased Partner, the conservator or guardian of the estate of a Disabled Shareholder, to the extent that the Partnership interest of such Deceased or Disabled Partner comes under his or its control, and to any trustee or successor trustee to the extent that any Partnership interest comes under its or his control. For purposes of this Agreement, a "majority in interest of the Partners" shall be those Partners whose capital interests represent greater than fifty percent

(50%) of the total Partnership capital interests. No act in contravention of the provisions of this Agreement may be done without the consent in writing of a majority in interest of the Partners.

41. WAIVER. No waiver of any breach or default of this Agreement by any party hereto shall be considered to be a waiver of any other breach or default of this Agreement.

42. FURTHER ASSURANCE. Each Partner agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.

43. CONTROLLING LAW. This Agreement is entered into in the State of California, and the validity, construction and all rights hereunder shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, this Agreement is executed as of

2-9, 1993, at San Diego, California.

  
Anthony H. Osterkamp, Jr.

  
Daren O. Zumberge

  
Amy M. Setoodeh

  
Anthony H. Osterkamp III

## SCHEDULE "B"

## SCHEDULE OF PARTNERSHIP VALUATION

The undersigned, all of the partners of the general partnership known as Conant Valley Ranch (the "Partnership"), hereby agree, pursuant to Section 22 of the General Partnership Agreement made effective February 1, 1993 and executed on 2-9-93, that as of the dates set forth below, the value of the Partnership exceeds its book value as follows:

| <u>Date</u> | <u>Amount by Which<br/>Value of Partnership<br/>Exceeds Its Book Value</u> | <u>Signatures of<br/>Partners Affirming<br/>Valuation</u> |
|-------------|----------------------------------------------------------------------------|-----------------------------------------------------------|
|-------------|----------------------------------------------------------------------------|-----------------------------------------------------------|

\_\_\_\_\_, 1994 \$

  
Anthony H. Osterkamp, Jr.

  
Daren O. Zumberge

  
Amy M. Sotoodeh

  
Anthony H. Osterkamp III

## SPOUSE'S CONSENT TO AGREEMENT

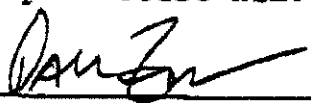
I acknowledge that I have read the foregoing General Partnership Agreement (the "Agreement") entered into by my spouse as a Partner, and that I know its contents. I am aware that my spouse has agreed therein to sell and/or place certain restrictions on the ownership and transfer of all of his interest in the Partnership, including my community property interest therein, on his death, or by way of an intervivos transfer described in the Agreement. I hereby consent to the terms of any such sale and restrictions on the ownership and transfer of all of his interest in the Partnership, approve of the provisions of the Agreement, and agree that I will bequeath the interest in the Partnership which represents my community property interest to my spouse or to a trust subject to his control or for his benefit or the benefit of our children if I predecease him.

Dated: 2-9-93  
Darlene O. Osterkamp, Spouse of  
Anthony H. Osterkamp, Jr.

## SPOUSE'S CONSENT TO AGREEMENT

I acknowledge that I have read the foregoing General Partnership Agreement (the "Agreement") entered into by my spouse as a Partner, and that I know its contents. I am aware that my spouse has agreed therein to sell and/or place certain restrictions on the ownership and transfer of all of his interest in the Partnership, including my community property interest therein, on his death, or by way of an intervivos transfer described in the Agreement. I hereby consent to the terms of any such sale and restrictions on the ownership and transfer of all of his interest in the Partnership, approve of the provisions of the Agreement, and agree that I will bequeath the interest in the Partnership which represents my community property interest to my spouse or to a trust subject to his control or for his benefit or the benefit of our children if I predecease him.

Dated: 2/11/93

  
\_\_\_\_\_  
Paul Zumberge, Spouse of  
Daren O. Zumberge

**SPOUSE'S CONSENT TO AGREEMENT**

I acknowledge that I have read the foregoing General Partnership Agreement (the "Agreement") entered into by my spouse as a Partner, and that I know its contents. I am aware that my spouse has agreed therein to sell and/or place certain restrictions on the ownership and transfer of all of his interest in the Partnership, including my community property interest therein, on his death, or by way of an intervivos transfer described in the Agreement. I hereby consent to the terms of any such sale and restrictions on the ownership and transfer of all of his interest in the Partnership, approve of the provisions of the Agreement, and agree that I will bequeath the interest in the Partnership which represents my community property interest to my spouse or to a trust subject to his control or for his benefit or the benefit of our children if I predecease him.

Dated: 2/6/93  
\_\_\_\_\_  
Fardad Sotoodeh, Spouse of  
Amy M. Sotoodeh

Land situated in Bonneville County, State of Idaho, described as follows:

Township 2 North, Range 43, East of the Boise Meridian, Bonneville County, Idaho.

Section 19: Government Lot 5, SW1/4, SE1/4, SE1/4SW1/4 LESS portion deeded to State of Idaho for road.

Section 30: Government Lots 1, 2, 4, 5, 6, 7, 8, W1/2NE1/4, E1/2W1/2, NW1/4SE1/4 LESS portion deeded to State of Idaho for road.

Section 31: Government Lots 1 and 5, E1/2NW1/4, W1/2NE1/4, SE1/4NE1/4, E1/2SE1/4 LESS Portion deeded to State of Idaho for road.

Section 32: Government Lot 5, SW1/4NW1/4, SW1/4 LESS portion deeded to Bonneville County for road, also excepting the following: Beginning at the Southeast corner of the Southwest Quarter SW1/4 of said Section 32, Township 2 North, Range 43, East of the Boise Meridian, running thence North 0°03' West 1529.89 feet to the true point of beginning, thence continuing North 0°03' West 593.84 feet; thence South 40°59' West 448.30 feet; thence south 49°02' East 385.37 feet to the point of beginning.

ALSO LESS:

Beginning at the Southwest corner of Section 32, Township 2 North, Range 43, East of the Boise Meridian, Bonneville County, Idaho, running thence North 3960 feet; thence East 363.94 feet to Corner No. 1, the true point of beginning of subject tract; said Corner No. 1, being in the North right of way boundary of U.S. Highway No. 26; running thence South 35°23' East 335.0 feet to Corner No. 2; thence 380.02 feet on the arc of a curve of 1008.14 feet radius (5°41' curve to the East) to Corner No. 3; thence South 57°13'75" East 1412.49 feet to Corner No. 4; thence 616.89 feet on the arc of a curve of 768.21 feet radius (7°27.5' curve to the East) to Corner No. 5; thence North 00°52'33" West 1269 feet to the South bank of the South Fork of the Snake River; thence Westerly along the South bank of the South Fork of the Snake River to a point 150 feet East of Corner No. 1; thence 150 feet West to Corner No. 1, the true point of beginning.

Containing no fewer than 1,100 acres.

TOGETHER WITH, all water and water rights, ditch and ditch rights appurtenant thereto, whether represented by license, permit or otherwise; and all mineral, oil, gas, coal and geothermal rights appurtenant thereto.

Exhibit "A-1"

T 72563  
ATTACHMENT 31 OF 40

**PARCEL A:**

PARCELS 2 AND 3 OF PARCEL MAP NO. 6365, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 15, 1977 AS FILE NO. 77-368746 OF OFFICIAL RECORDS.

**PARCEL B:**

AN EASEMENT FOR PRIVATE ROAD OVER THE WEST 40 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29 AND ALSO ACROSS THE SOUTH 60 FEET OF THE EAST 40 FEET OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 29.

ALSO ACROSS THE EAST 40 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, ALL IN TOWNSHIP 10 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED APRIL 10, 1886.

**PARCEL C:**

AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTHERLY 30.00 FEET OF THE EASTERLY 628.51 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 10 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

**PARCEL D:**

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS, ROAD AND UTILITY PURPOSES, INCLUDING BUT NOT LIMITED TO ELECTRIC POWER, TELEPHONE, GAS, WATER SEWER AND CABLE TELEVISION LINES AND APPURTENANCES THERETO, OVER, UNDER, ALONG AND ACROSS THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 6365, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 15, 1977 AS FILE NO. 77-368746 OF OFFICIAL RECORDS, DELINEATED AND DESIGNATED AS PROPOSED 30' PRIVATE ROAD AND UTILITY EASEMENT ON SAID PARCEL MAP.

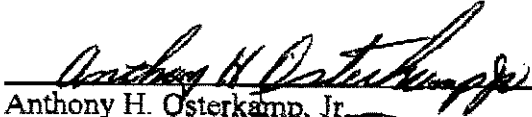
**ASSIGNMENT OF PARTNERSHIP INTEREST****OF****CONANT VALLEY RANCH  
a California general partnership**

Anthony H. Osterkamp, Jr. is a general partner of Conant Valley Ranch, a California general partnership (the "Partnership") and he holds in his name a ninety-seven percent (97%) partnership interest in the Partnership which is the community property of Anthony H. Osterkamp, Jr. and Darlene O. Osterkamp, husband and wife (the "Osterkamps").

The Osterkamps hereby grant, assign and transfer, without consideration, a forty-one and 25/100 percent (41.25%) partnership interest in the Partnership to their three children in equal shares as follows:

|                           |        |
|---------------------------|--------|
| Daren O. Zumberge         | 13.75% |
| Amy M. Battaglia          | 13.75% |
| Anthony H. Osterkamp, III | 13.75% |

Executed as of the 1<sup>st</sup> day of January, 1999.

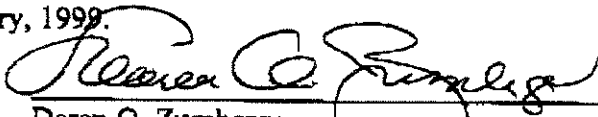
  
Anthony H. Osterkamp, Jr.

  
Darlene O. Osterkamp

**ACCEPTANCE**

The undersigned transferees hereby accept the foregoing Assignment of Partnership Interest by the Osterkamps and agree to be bound by all of the terms and provisions of the General Partnership Agreement of Conant Valley Ranch, and any amendments thereto.

Accepted as of the 1<sup>st</sup> day of January, 1999.

  
Daren O. Zumberge

  
Amy M. Battaglia formerly Amy M. Sotoodeh

  
Anthony H. Osterkamp, III

## QUITCLAIM DEED

FOR VALUABLE CONSIDERATION RECEIVED, FAMA DAIRY, a California partnership, the Grantor, does hereby REMISE, RELEASE and forever QUITCLAIM, unto CONANT VALLEY RANCH, a California partnership, the Grantee, whose current address is P. O. Box 5546, Orange, CA 92863, the following described real estate situated in Bonneville County, State of Idaho, to-wit:

Township 2 North, Range 43, East of the Boise Meridian, Bonneville County, Idaho

Section 19: Government Lot 5, SW $\frac{1}{4}$ , SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$  LESS portion deeded to State of Idaho for road.

Section 30: Government Lots 1, 2, 4, 5, 6, 7, 8, W $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ W $\frac{1}{2}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$  LESS Portion deeded to State of Idaho for road.

Section 31: Government Lots 1 and 5, E $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$  LESS Portion deeded to State of Idaho for road.

Section 32: Government Lot 5, SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$  LESS portion deeded to Bonneville County for road, also excepting the following: Beginning at the Southeast corner of the Southwest Quarter SW $\frac{1}{4}$  of said Section 32, Township 2 North, Range 43, East of the Boise Meridian, running thence North 0°03' West 1529.89 feet to the true point of beginning, thence continuing North 0°03' West 593.84 feet; thence South 40°59' West 448.30 feet; thence South 49°02' East 385.37 feet to the point of beginning.

## ALSO LESS

Beginning at the Southwest corner of Section 32, Township 2 North, Range 43, East of the Boise

TOGETHER, with all tenements, hereditaments and appurtenances  
thereunto belonging.

In construing this Deed and where the context so requires, the singular  
includes the plural and the masculine, the feminine and neuter.

DATED: February 13, 1998.

FAMA DAIRY

By: Anthony H. Osterkamp, Jr.  
Anthony H. Osterkamp, Jr., Partner

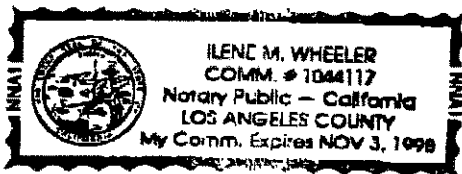
STATE OF CALIFORNIA )

) ss.

County of Orange )

ON THIS 13<sup>th</sup> day of February, 1998, before me, Ilene M. Wheeler, a Notary Public in and for said State, personally appeared ANTHONY H. OSTERKANP, JR., known or identified to me to be one of the partners in the partnership of FAMA DAIRY, and the partner or one of the partners who subscribed said partnership name to the within and foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

S  
E  
A  
L

Ilene M. Wheeler  
Notary Public for California  
Residing at: Newark, CA.  
My Commission Expires: 11-3-98

## MORTGAGE NOTE

As hereinafter stated, after date, for value received, without grace, except as provided herein I, we, or either of us, promise to pay to the order of Pancheri, Inc., an Idaho corporation, the sum of Six Hundred Ninety Thousand Five Hundred Ninety One and 57/100ths Dollars (\$690,591.57) with interest on the outstanding balance thereof at the rate of nine percent (9%) per annum from the 1st day of April, 1997, to the date of maturity, and at the rate of fifteen percent (15%) per annum thereon for all periods during which such payments may be in default; and if this note be placed with an attorney or collector for collection, I promise to pay in addition all reasonable expenses of collection and a reasonable attorney fee.

This note is due and payable as follows:

Thirteen annual payments of Ninety-Two Thousand Two Hundred Thirty-Nine and 94/100ths Dollars (\$92,239.94) including interest, with the first such payment being due on or before April 1, 1998, and with subsequent such payments being due on or before April 1 in each and every year thereafter through, and including April 1, 2010, when the entire remaining balance of both principal and interest shall be paid in full. Buyers shall have the privilege to prepay, without premium or penalty, all or any portion of the balance remaining due at any time with any such prepayments to be credited first to accrued interest and the balance to principal. Provided, however, no such prepayments shall excuse Buyers from making the annual payments called for until the balance of the principal and interest remaining due shall have been paid in full.

If any installment under this note is not paid when due and remains unpaid after a date specified by a notice to the maker of this Mortgage Note, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the note holder. The date specified shall not be fewer than thirty (30) days from the date such notice is mailed. The note holder may exercise this option to accelerate as a result of any default by the maker regardless of any prior forbearance. Presentment, demand of payment, protest and notice of nonpayment and of protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and

shall be binding upon them and their successors and assigns. All payments shall be applied to the payment of accrued interest and then to the reduction of the principal balance.

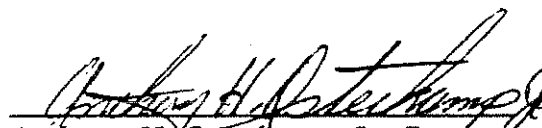
Any notice to makers provided for in this note shall be given by mailing such notice by certified mail addressed to makers at the address stated below, or to such other address as the makers shall designate by notice in writing to the note holder. All payments made hereunder are to be made to the named payee under this Mortgage Note, at the following address:

Jerry Pancheri  
HC 65 Box 2104  
Howe, ID 83244

or at such other address as the holder shall designate by notice in writing to the maker. THE INDEBTEDNESS EVIDENCED BY THIS NOTE IS SECURED BY A MORTGAGE, DATED THE 13<sup>th</sup> DAY OF FEBRUARY, 1998.

DATED this 13<sup>th</sup> day of February, 1998.

CONANT VALLEY RANCH, a  
California General Partnership

  
Anthony H. Osterkamp, Jr., Partner

# AMORTIZATION SCHEDULE

CONANT VALLEY RANCH to PANCHERI, INC.

| Date     | Payment   | Annual<br>Interest | Annual<br>Principal | Remaining<br>Balance |
|----------|-----------|--------------------|---------------------|----------------------|
| ✓ 4-1-98 | 92,239.94 | 62,153.24          | 30,086.70           | 660,504.87           |
| ✓ 4-1-99 | 92,239.94 | 59,445.44          | 32,794.50           | 627,710.37           |
| ✓ 4-1-00 | 92,239.94 | 56,493.93          | 35,746.01           | 591,964.36           |
| ✓ 4-1-01 | 92,239.94 | 53,276.79          | 38,963.15           | 553,001.21           |
| ✓ 4-1-02 | 92,239.94 | 49,770.11          | ✓ 42,469.83         | 510,531.38           |
| ✓ 4-1-03 | 92,239.94 | 45,947.82          | 46,292.12           | 464,239.27           |
| 4-1-04   | 92,239.94 | 41,781.53          | 50,458.41           | 413,780.86           |
| 4-1-05   | 92,239.94 | 37,240.28          | 54,999.66           | 358,781.20           |
| 4-1-06   | 92,239.94 | 32,290.31          | 59,949.63           | 298,831.57           |
| 4-1-07   | 92,239.94 | 26,894.84          | 63,345.10           | 233,486.47           |
| 4-1-08   | 92,239.94 | 21,013.78          | 71,226.16           | 162,260.31           |
| 4-1-09   | 92,239.94 | 14,603.43          | 77,636.51           | 84,623.80            |
| 4-1-10   | 92,239.94 | 7,616.14           | 84,623.80           | 0.00                 |