

RECEIVED

JUN 23 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
31-11706					
31-7209					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. **\$50**
- 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) HILL FARMING, INC.
c/o Rick G. Hill
660 N. 5th W., St. Anthony, ID 83445
4. New Owner/Claimant(s) STEVEN B. BURTENSHAW & SHELLI G. BURTENSHAW; and
BAR 13, LLC
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address c/o 1202 N. 1900 E
- City, State and ZIP Code Terreton, ID 83450
- New Telephone Number (208) 663-4825
5. Date you acquired the property May 28, 2003

SUPPORT DATA

IN FILE # 31-7209

RECEIVED

JUN 17 2003

Department of Water Resources
 Eastern Region

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)

Steven B. Burtenshaw *Shelli G. Burtenshaw*
 Steven B. Burtenshaw Shelli G. Burtenshaw
Jack L. Goddard
 BAR 13, LLC by: Jack L. Goddard, Managing Member

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 GC Date 6-17-03 Fee \$50-
 Received by GC Date 6-17-03 Receipt No. E028891
 Processed by _____ AJ Date _____ WR _____ Date _____

WARRANTY DEED

FOR VALUE RECEIVED, HILL FARMING, INC., an Idaho Corporation, c/o Rick G. Hill, 660 North 5th West, St. Anthony, Idaho 83445, hereinafter called "Grantor", does hereby grant, bargain, sell, warrant and convey unto **STEVEN B. BURTENSHAW** and **SHELLI G. BURTENSHAW**, husband and wife, of 1202 North 1900 East, Terreton, Idaho 83450, hereinafter called "Grantees", the following described real property in Jefferson County, Idaho, to-wit:

Parcel One - 320 Acres, more or less:

Twp. 5 N., Rge. 35 E., Boise Mer.:

Section 4: Lot 2 - 39.70 Acres
 Lot 3 - 39.78 Acres
 W $\frac{1}{2}$ SE $\frac{1}{4}$
 E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 9: NW $\frac{1}{4}$ NE $\frac{1}{4}$
 NE $\frac{1}{4}$ NW $\frac{1}{4}$

TOGETHER WITH All improvements and appurtenances, including: [1] irrigation well and all water rights appurtenant thereto, and specifically irrigation ground water rights decreed on August 27, 2002, for 3.3 CFS, 1099 AFA, from April 1 to November 1, for 314 acres, under Water Right No. 31-11706, with priority date of October 6, 1976; and [2] 40' x 60' x 16' insulated shop with large overhead door, complete living quarters in west end, and 220 and 110 electric power; [3] 2 bedroom mobile home with power, septic tank and drain field; and [4] 280-foot deep domestic well that furnishes water for shop, living quarters, and trailer.

ALSO TOGETHER WITH: Steel irrigation mainlines; 1994 Zimmatic Pivot, 8 towers with corner arm, Serial No. L48690; 8 lines of 3 inch McDowell handlines; one 300 HP GE electric motor and Johnston Turbine pump, Serial Number MKJ121118; and one 100 HP GE electric motor and Johnston Booster Turbine pump, Serial Number HD100628LG.

SUBJECT TO Easements for existing electric power lines and existing county roads, and subject to accruing 2003 property taxes.

RECEIVED BY
 ASSESSOR

For PLATTING

Date: 5/29/02 Time: 11:40

Instrument # 322998

RIGBY, JEFFERSON, IDAHO

2003-05-29

11:40:00 No. of Pages: 3

Recorded for : FIRST AMERICAN TITLE

CHRISTINE BOULTER

Fee: 9.00

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

Parcel Two - 475 Acres, more or less:

Twp. 5 N., Rge. 35 E., Boise Mer.:

Section 8: S½NE¼; SE¼; SE¼NW¼; E½SW¼

Section 9: SW¼NW¼; W½SW¼

Less the following: Beginning at the south quarter corner of Sec. 9, thence S89°33'14"W, 1292.42 feet to the corner of a fence bearing north and east; thence N02°02'52"E along said fence line for a distance of 936.03 feet to the true point of beginning. Thence N28°58'24"W 388.28 feet; thence N26°08'19"W, 320.05 feet; thence N16°00'22"E, 502.34 feet; thence S89°51'48"E, 176.10 feet to a fence line bearing north and south; thence S00°44'49"E, 1109.54 feet to the true point of beginning, containing 5.13 acres more or less.

TOGETHER WITH All improvements and appurtenances, including irrigation well 372 feet deep, and all water rights appurtenant thereto, and specifically irrigation ground water rights decreed on February 22, 2002 for 7.04 CFS, 1652 AFA, from April 1 to November 1, for 472 acres, under Water Right No. 31-7209, with priority date of October 6, 1976.

ALSO TOGETHER WITH: Steel irrigation mainlines; two 1994 Zimmatic Irrigation Pivots, 8 towers each, Serial # L41810, and Serial # L41815; 8 lines of 3 inch McDowell irrigation handlines; one GE 350 HP electric motor and Johnston Turbine pump, Serial No. 3K6317XC168A; and one 150 HP GE electric motor and Johnston Turbine Pump, Serial No. 5K6277X141A.

SUBJECT TO Easements for existing electric power lines and existing county roads, and subject to accruing 2003 property taxes.

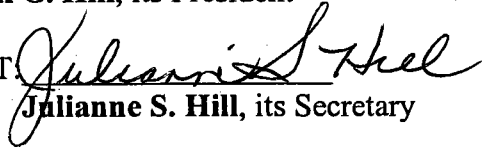
Grantor covenants and warrants that fee simple title to the above described property is conveyed to Grantees by this Deed free from all encumbrances except as noted above.

DATED This 28th day of May, 2003.

"SELLER"

HILL FARMING, INC.

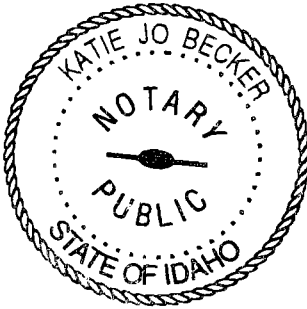
BY: 
Rick G. Hill, its President

ATTEST: 
Julianne S. Hill, its Secretary

Corporate Acknowledgment

STATE OF IDAHO)
 ss.
County of Jefferson)

On this 28th day of May, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared **Rick G. Hill**, known to me to be the President, and **Julianne S. Hill**, known to me to be the Secretary, of **Hill Farming, Inc.**, an Idaho Corporation, the corporation that executed the foregoing Warranty Deed, and acknowledged to me that such corporation executed the same.



Katie Jo Becker
Notary Public for Idaho
Residing at *Rexburg*
My Commission expires: *11-08-08*

GRANT DEED

FOR VALUE RECEIVED, **STEVEN B. BURTENSHAW** and **SHELLI G. BURTENSHAW**, husband and wife, of 1202 North 1900 East, Terreton, Idaho 83450, ("Grantors"), do hereby grant, bargain, confirm, and convey unto **BAR 13, LLC**, an Idaho Limited Liability Company, c/o Jack L. Goddard, Managing Member, 2899 Glenwood Drive, Idaho Falls, Idaho 83403, ("Grantee"), an undivided nine and 1/10 percent (9.1%) interest in and to the following described real property located in described real property in Jefferson County, Idaho, to-wit:

Parcel One - 320 Acres, more or less:

Tw. 5 N., Rge. 35 E., Boise Mer.:

Section 4: Lot 2 - 39.70 Acres
 Lot 3 - 39.78 Acres
 W $\frac{1}{2}$ SE $\frac{1}{4}$
 E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 9: NW $\frac{1}{4}$ NE $\frac{1}{4}$
 NE $\frac{1}{4}$ NW $\frac{1}{4}$

TOGETHER WITH All improvements and appurtenances, including: [1] irrigation well and all water rights appurtenant thereto, and specifically irrigation ground water rights decreed on August 27, 2002, for 3.3 CFS, 1099 AFA, from April 1 to November 1, for 314 acres, under Water Right No. 31-11706, with priority date of October 6, 1976; and [2] 40' x 60' x 16' insulated shop with large overhead door, complete living quarters in west end, and 220 and 110 electric power; [3] 2 bedroom mobile home with power, septic tank and drain field; and [4] 280-foot deep domestic well that furnishes water for shop, living quarters, and trailer.

ALSO TOGETHER WITH: Steel irrigation mainlines; 1994 Zimmatic Pivot, 8 towers with corner arm, Serial No. L48690; 8 lines of 3 inch McDowell handlines; one 300 HP GE electric motor and Johnston Turbine pump, Serial Number MKJ1211118; and one 100 HP GE electric motor and Johnston Booster Turbine pump, Serial Number HD100628LG.

Grant Deed - Page 1 of 3
 BURTENST.GD2

RECEIVED BY
 LESSOR
 for PLATTING
 Date 6/13/03 Time 10:02

Instrument # 323423
 RIGBY, JEFFERSON, IDAHO
 2003-06-13 10:02:00 No. of Pages: 3
 Recorded for : GORDON THATCHER
 CHRISTINE BOULTER Fee: 9.00
 Ex-Officio Recorder Deputy
 Index to: GRANT DEED

A

SUBJECT TO Easements for existing electric power lines and existing county roads, and subject to accruing 2003 property taxes.

Parcel Two - 475 Acres, more or less:

Twp. 5 N., Rge. 35 E., Boise Mer.:

Section 8: S½NE¼; SE¼; SE¼NW¼; E½SW¼

Section 9: SW¼NW¼; W½SW¼

Less the following: Beginning at the south quarter corner of Sec. 9, thence S89°33'14"W, 1292.42 feet to the corner of a fence bearing north and east; thence N02°02'52"E along said fence line for a distance of 936.03 feet to the true point of beginning. Thence N28°58'24"W 388.28 feet; thence N26°08'19"W, 320.05 feet; thence N16°00'22"E, 502.34 feet; thence S89°51'48"E, 176.10 feet to a fence line bearing north and south; thence S00°44'49"E, 1109.54 feet to the true point of beginning, containing 5.13 acres more or less.

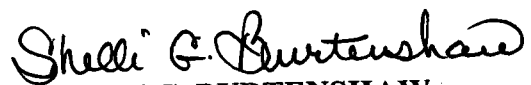
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ALSO TOGETHER WITH: Steel irrigation mainlines; two 1994 Zimmatic Irrigation Pivots, 8 towers each, Serial # L41810, and Serial # L41815; 8 lines of 3 inch McDowell irrigation handlines; one GE 350 HP electric motor and Johnston Turbine pump, Serial No. 3K6317XC168A; and one 150 HP GE electric motor and Johnston Turbine Pump, Serial No. 5K6277X141A.

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DATED This 30TH day of May, 2003.


STEVEN B. BURTENSCHAW


SHELLI G. BURTENSCHAW

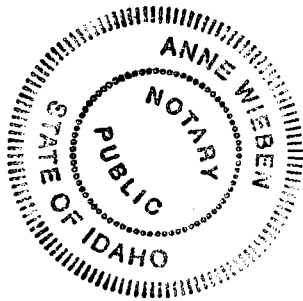
Acknowledgment

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

On this 30TH day of May, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared **STEVEN B. BURTENSHAW** and **SHELLI G. BURTENSHAW**, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

Anne Wieben

Notary Public for Idaho
Residing at Rexburg
My Commission expires: 7/27/2007



GRANT DEED

FOR VALUE RECEIVED, STEVEN B. BURTENSHAW and SHELLI G.

BURTENSHAW, husband and wife, of 1202 North 1900 East, Terreton, Idaho 83450, ("Grantors"), do hereby grant, bargain, confirm, and convey unto BAR 13, LLC, an Idaho Limited Liability Company, c/o Jack L. Goddard, Managing Member, 2899 Glenwood Drive, Idaho Falls, Idaho 83403, ("Grantee"), an undivided one-half (1/2) interest in and to the following described real property located in described real property in Jefferson County, Idaho, to-wit:

Parcel One - 320 Acres, more or less:

Twp. 5 N., Rge. 35 E., Boise Mer.:

Section 4: Lot 2 - 39.70 Acres
 Lot 3 - 39.78 Acres
 W $\frac{1}{2}$ SE $\frac{1}{4}$
 E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 9: NW $\frac{1}{4}$ NE $\frac{1}{4}$
 NE $\frac{1}{4}$ NW $\frac{1}{4}$

Instrument # 323007

RIGBY, JEFFERSON, IDAHO

2003-05-29 02:15:00 No. of Pages: 3

Recorded for : FIRST AMERICAN TITLE

CHRISTINE BOULTER

Fee: 9.00

Ex-Officio Recorder Deputy

Index to: GRANT DEED

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SUBJECT TO Easements for existing electric power lines and existing county roads, and subject to accruing 2003 property taxes.

Parcel Two - 475 Acres, more or less:

Twp. 5 N., Rge. 35 E., Boise Mer.:

Section 8: S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 9: SW $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$

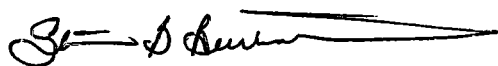
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TOGETHER WITH All improvements and appurtenances, including irrigation well 372 feet deep, and all water rights appurtenant thereto, and specifically irrigation ground water rights decreed on February 22, 2002 for 7.04 CFS, 1652 AFA, from April 1 to November 1, for 472 acres, under Water Right No. 31-7209, with priority date of October 6, 1976.

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DATED This 28TH day of May, 2003.



STEVEN B. BURTENSHAW

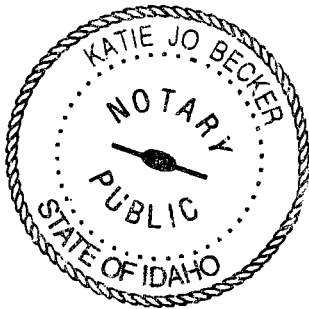


SHELLI G. BURTENSHAW

Acknowledgment

[illegible]

On this 28TH day of May, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared **STEVEN B. BURTENSHAW** and **SHELLI G. BURTENSHAW**, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.



Katie Becker

Notary Public for Idaho

Residing at Reynolds

My Commission expires: 11-08-08

AGREEMENT BETWEEN CO-OWNERS

STEVEN B. BURTENSHAW and **SHELLI G. BURTENSHAW**, husband and wife, of 1202 North 1900 East, Terreton, Idaho 83450, ("Burtenshaws"), hereby agree with **BAR 13, LLC**, an Idaho Limited Liability Company, c/o Jack L. Goddard, Managing Member, 2899 Glenwood Drive, Idaho Falls, Idaho 83403, ("Bar 13"), as follows:

1. Ownership of Property. Burtenshaws own an undivided Forty and 9/10 per cent (40.9%) interest, and Bar 13 owns an undivided Fifty-Nine and 1/10 per cent (59.1%) interest, in and to the following described real property and related personal property, in Jefferson County, Idaho:

Parcel One - 320 Acres, more or less:

Twp. 5 N., Rge. 35 E., Boise Mer.:

Section 4: Lot 2 - 39.70 Acres
 Lot 3 - 39.78 Acres
 W $\frac{1}{2}$ SE $\frac{1}{4}$
 E $\frac{1}{2}$ SW $\frac{1}{4}$

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Parcel Two - 475 Acres, more or less:

Twp. 5 N., Rge. 35 E., Boise Mer.:

Section 8: S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 9: SW $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$
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2. Lease by Bar 13 to Burtenshaws. Bar 13 as Landlord hereby leases its 59.1% interest in the property to Burtenshaws as Tenants for farming for the 2003 crop season, for an annual rental of \$46,984.50, payable \$23,492.25 on August 28, 2003 and \$23,492.25 on February 28,

2004. By virtue of the lease and their co-ownership Burtenshaws shall have full occupation of the premises, shall farm the same according to sound farming practices, shall pay all farming expenses, and shall be entitled to all crops raised on the premises. The parties shall pay property taxes in proportion to their respective ownership interests in the property. Unless either party gives written notice to the other on or before the first day of January of a subsequent year the lease shall continue for successive one-year renewal terms on the same rental and terms.

3. Security Interest in Crops. Burtenshaws grant to Bar 13 a present purchase money security interest in a 59.1% interest in the 2003 crops on the property, and for each subsequent crop year for which the lease hereunder for the 59.1% interest in the property is in effect. Burtenshaws and Bar 13 shall file a Uniform Code Financing Statement, for crops on the premises, which shall specifically describe the property in this agreement, and shall renew the Financing Statement as needed to perfect the security interest so long as the lease is in effect.

4. Agreement by Burtenshaws to Buy Interest of Bar 13. Burtenshaws shall use their best efforts to obtain a real estate mortgage on this and other property owned by Burtenshaws in an amount sufficient to buy out the interest of Bar 13 in this property, for the following consideration:

A. Zions Bank Loan. Burtenshaws shall pay-off in full the \$500,000.00 loan, with interest, of Burtenshaws and Bar 13 with Zions Bank. Burtenshaws are fully responsible for the origination fee for the loan and for all interest thereon. Payment of the \$250,000.00 share of Bar 13 in the principal amount of the loan shall constitute payment of \$250,000.00 to Bar 13 on the purchase of the interest in the property.

B. Payment of \$400,000.00 Plus Interest. Burtenshaws shall pay direct to Bar 13 the sum of \$400,000.00 plus interest thereon at six and 25/100 per cent (6.25%) per annum on the unpaid balance from May 29, 2003 until paid.

C. Additional Cash Consideration. Burtenshaws shall pay direct to Bar 13 the sum of \$6,540.00, plus interest thereon at six and 25/100 per cent (6.25%) per annum on the unpaid balance from August 29, 2003 until paid.

D. Cattle of a Market Value of \$15,000.00. Burtenshaws shall deliver to Bar 13, cattle of a fair market value \$15,000.00, plus interest thereon at six and 25/100 per cent (6.25%) per annum on the unpaid balance from August 29, 2003 until delivery of the cattle. If Burtenshaws and Bar 13 can not agree on the cattle and the fair market value thereof at the time for deliver then in lieu of delivery of cattle, Burtenshaws shall pay the price thereof in cash.

E. Credit for Cash Rent. Burtenshaws shall have credit against the purchase price for each payment made to Bar 13 for cash rent with the credit to be effective as of the date paid. Interest shall accrue only on the unpaid consideration after application of any such credits.

F. Adjustments for Property Taxes. Burtenshaws shall be charged with the amount of any property taxes paid on the property by Bar 13, with the charge to be effective as of the date of payment of such taxes by Bar 13.

Burtenshaws shall seek to obtain the real estate mortgage and complete the purchase on or before August 29, 2003. If the real estate mortgage cannot be obtained by Burtenshaws by that date, then the purchase shall be completed as soon as Burtenshaws are able with their best efforts to obtain the necessary real estate mortgage. Upon payment in full of the purchase price Bar 13 shall convey its 59.1% interest in the property to Burtenshaws by Grant Deed free of any liens or encumbrances caused or permitted to be placed thereon by Bar 13.

5. No Partnership. This is an agreement among Co-Owners and no partnership nor joint venture shall be assumed nor construed from this agreement.

6. Legal Representation. Gordon S. Thatcher has served as attorney for Burtenshaws in this transaction and Burtenshaws shall pay his fee. Bar 13 shall, if it elects, have its own legal counsel review this agreement and shall pay the fee to its own attorney.

7. Attorney Fees. In the event either party hereto shall be required to employ an attorney for the enforcement of this agreement, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorneys' fees.

8. Binding Effect. This agreement is not only binding upon the parties hereto, but upon their respective heirs, personal representatives, successors and assigns.

9. Entire Agreement. This, with UCC Financing Statements, constitutes the entire agreement between the parties, and supersedes and replaces any prior oral agreements or understandings between the parties. This agreement can not be altered, amended nor changed except by a further written agreement executed by all parties.

IN WITNESS WHEREOF Burtenshaws have executed this agreement, and Bar 13, LLC, has caused this agreement to be executed by its duly authorized Managing Member, this 11th day of June, 2003.

BAR 13, LLC.

BY: 
Jack L. Goddard, Managing Member


STEVEN B. BURTENSCHAW


SHELLI G. BURTENSCHAW

Limited Liability Comapny Acknowledgment

STATE OF IDAHO)
 ss.
County of Madison)

On this 11th day of June, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jack L. Goddard**, known to me to be the Managing Member, of **BAR 13, LLC.**, an Idaho Limited Liability Company, the Limited Liability Company that executed the foregoing instrument and acknowledged to me that such Company executed the same.

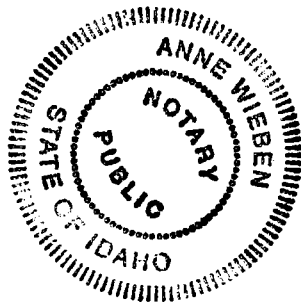


Anne Wieben
Notary Public for Idaho
Residing at Rexburg
My Commission expires: 7/27/2007

Acknowledgment

STATE OF IDAHO,)
 ss.
County of Madison)

On this 11th day of June, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared **Steven B. Burtenshaw** and **Shelli G. Burtenshaw**, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Anne Wieben
Notary Public for Idaho
Residing at Rexburg
My Commission Expires: 7/27/2007