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Hydraulics

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Water Resources

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APR 29 2004

Department of Water Resources
Southern Region

April 27, 2004

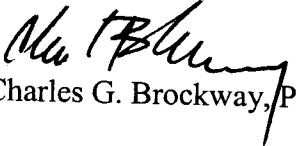
Mr. James Stanton
Idaho Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301

Re: Gibby / Walker transfers

Dear Jim:

Enclosed is a trust document and a deed for the ownership of the new north pivot. Please let me know if these will suffice for the authority to file and ownership issues.

Sincerely,


Charles G. Brockway, P.E.

Enc.

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

FROM : Dr. Walker/Crestridge

FAX NO. : 8015668143

Apr. 19 2004 10:17AM P1

Certificate Of Trust Existence And Authority

To Whom It May Concern:

On the 25th day of March, 2004, the Settlor amended and restated The **LEON R. WALKER FAMILY TRUST** with **Zeona M. Walker, Terry L. Walker, and Lynn R. Walker** serving as duly acting and qualified Trustees of said Trust.

The following provisions are found in said Trust Agreement and may be relied upon as a full statement of the matters covered in such provisions by anyone dealing with the original Trustee or her successors:

6.2 Investments. The Trustee may purchase, acquire or retain any kind of investment asset which a Trustee may hold under the law of the jurisdiction in which the Trust is being administered. The Trustee's actions in managing the assets of the Trust Estate shall be measured by the overall performance of the Trust Estate's assets, and not by the performance or lack of performance of individual assets.

6.3 Types of Transactions. The Trustee may sell, exchange, lease, pledge, mortgage, transfer, convert, or otherwise dispose of or grant options with respect to any properties of the Trust Estate. The Trustee may enter leases and contracts even though the term of the lease or contract may extend beyond the period fixed by statute for leases or contracts made by fiduciaries or beyond the duration of any trust hereunder.

6.4 Borrowing. The Trustee may borrow money from any source for the benefit of the Trust Estate, and as security for any such loan, may mortgage or pledge any property in the Trust Estate. The Trustee may loan money to the Trust provided the terms of the loan are no more beneficial to the Trustee than those terms that would be charged by a commercial lender in the community in which the Trust is being administered.

7.5 Resignation. Any Trustee may resign by giving thirty (30) days written notice to all of the beneficiaries who are at that time permissible distributees. The Trustee shall give notice to the natural or legal guardian for any legally disabled beneficiary. No resignation shall be effective until a successor Trustee accepts the office of Trustee and begins serving as the Trustee of the Trust involved.

7.6 Trustees. The following will act as original Trustee, and as successor Trustees in the following order of succession:

- (a) **Co-Trustees: Zeona M. Walker, Terry L. Walker, and Lynn R. Walker.**
- (b) **Kristeen W. Van Wagoner**
- (c) **A Trustee chosen by the majority of the beneficiaries, with the natural or legal guardian voting for legally disabled beneficiaries.**

FROM : Dr. Walker/Crestridge

FAX NO. : 8015668143

Apr. 19 2004 10:18AM P2

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Upon the death of the Settlor, the next listed Trustee shall automatically become Trustee. Thereafter, if a Trustee fails to accept trusteeship, dies or resigns, then the next listed Trustee shall automatically be appointed to serve as Trustee. In the discretion of the Trustee, additional Trustees may be added in the succession above indicated if more than two Trustees are desired. If an institutional trustee is appointed Trustee, then no successor Trustee to said institution need be appointed.

7.8 Delegation of Authority. A Trustee may from time to time delegate to one or more of the remaining Trustees, specific powers, duties or discretions, provided that the delegation is limited both in time and in the scope of the power, duty or discretion conferred. To be effective, any delegation must be in writing and must be delivered to the delegate or delegates. The delegation shall remain effective for the time specified or until earlier revocation in writing delivered to the delegate or delegates. Anyone dealing with the delegate shall be protected in relying upon the certificate of the Trustee setting forth the terms of the delegation.

In confirmation and affirmation of the foregoing, the Settlor hereby states that the assertion by any Trustee hereinabove designated that (i) he/she is acting either alone or with another as a qualified Trustee, or (ii) he/she is acting with full delegated powers from a Co-Trustee, shall be sufficient on its face and no person shall be put to further inquiry into the right of such Trustee to so act.

Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certificate.

Dated this 25th day of March, 2004.

In Witness Whereof, the Settlor executes this Certificate of Trust Existence and Authority.

Zeona M. Walker
Zeona M. Walker, Settlor
and Trustee

Terry L. Walker
Terry L. Walker, Trustee

Lynn R. Walker
Lynn R. Walker, Trustee

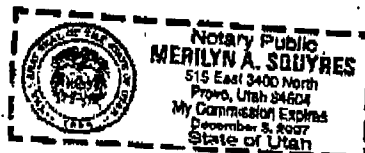
State Of Utah)

County Of Utah) ss.

Subscribed, sworn to and acknowledged before me by Zeona M. Walker, Terry L. Walker, and Lynn R. Walker, Trustees whose identity is known to me or proven on the basis of satisfactory evidence, this 25th day of March, 2004.

Marilyn A. Squyres
Notary Public
Residing At: 515 E. 3400 North 84604
My Commission Expires: December 3, 2007

- 14 -



285761

WARRANTY DEED

#36153

For Value Received

M & H FARMS, a general partnership

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

WILLOW CREEK ENTERPRISES, L.L.C., an Idaho limited liability company

Address: 576 South 650 East
Burley, Idaho 83318

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

**TOWNSHIP 10 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 21: E½SE¼

Section 22: W½SW¼

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2002 and subsequent years.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: January 3, 2003

M & H FARMS

By: [Signature]
Jack Hunsaker, General Partner

By: [Signature]
Robert Moss, General Partner

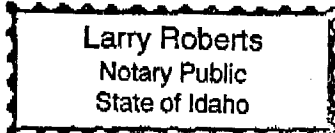
RECORDED AT THE REQUEST OF
LAND TITLE & ESCROW

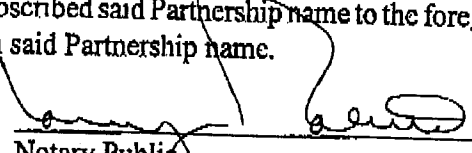
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285761
CASSIA COUNTY, IDAHO
DANIEL R. ROSKELLEY
RECORDER
FEE 600 DEPUTY [Signature]

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 31 day of **January**, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jack Hunsaker and Robert Moss**, known or identified to me to be the partners in the Partnership of **M & H Farms**, and the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.





Notary Public
Residing at: Burley, ID
My Commission expires: 6-30-03

*Original**mailed
to Brockway
9-11-02*

AGREEMENT FOR COMMON USE OF IRRIGATION SYSTEMS AND WATER RIGHTS

This Agreement is made effective this 15 day of August, 2002 by and between Reed and/or Andrea Gibby (hereinafter referred to as "Gibby"), and Leon R. Walker Estate (hereinafter referred to as "Walker").

1. Gibby and Walker are the owners of adjacent parcels of irrigated land situated in Sections 27, 28, 29, 33, and 34, T. 10 S., R. 26 E., B.M. The water rights appurtenant to the parcels have been partially decreed in the Snake River Basin Adjudication, and are set forth as follows:

Gibby:

43-4011 5.00 cfs / 279 acres

43-7116 5.00 cfs / 334 acres

Combined limit: 5.52 cfs / 334 acres

Walker:

43-2460 2.76 cfs / 138 acres

43-4010 2.34 cfs / 229 acres

43-7054 2.00 cfs / 251 acres

Combined limit for above three rights: 7.10 cfs / 389 acres

43-2359 2.90 cfs / 157 acres

2. Walker and Gibby agree to allow their respective irrigation systems to be hydraulically connected together.
3. Gibby agrees to make the connection and bear all associated costs.
4. Walker and Gibby mutually agree to a transfer application before the Idaho Department of Water Resources to allow a hydraulic interconnection to occur. The transfer would do the following:
 - a) modify and correct the places of use on Walker's water rights and Gibby's water rights to agree with present irrigation, which is represented conceptually by Attachment A to this agreement. Actual acreages may vary slightly.
 - b) add Walker's wells as points of diversion to Gibby's water rights, and add Gibby's wells as points of diversion to Walker's water rights.
5. Walker agrees to allow 132 acres +/- to be moved from his present place of use to one (1) center pivot to be located in the NW1/4 SW1/4 and SW1/4 SW1/4 of Section 22,

and the NE1/4 SE1/4 and SE1/4 SE1/4 Section 21, T. 10 S., R. 26 E., B.M. These acres would be removed from as many corners of the center pivots within the place of use of Walker's water rights as needed to provide sufficient acreage. The actual numbers of acres are to be determined.

6. Gibby agrees to prepare and submit the transfer application(s) and to bear all associated expenses, and agrees to take all reasonable steps in the transfer proceedings to ensure that Walker's water rights are protected and preserved to the maximum extent.
7. This Agreement shall be binding until changed or nullified by either party in writing. Upon such request, the Walker and Gibby systems may be hydraulically separated so that the water system will revert to its present configuration. Upon such request, Gibby agrees to prepare and submit all necessary transfer applications to change the water rights to reflect the separation, to bear all associated expenses, and to take all reasonable steps in the transfer proceedings to ensure that Walker's water rights are protected and preserved to the maximum extent.
8. This Agreement shall be governed by the laws of the State of Idaho.
9. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Reed and/or Andrea Gibby:

Reed Gibby 8/3/02
Signature Date

Name

Title

Leon R. Walker Estate:

Leon Walker 8/15/02
Signature Date

Name

Title