Form 42-248/42-1409(6) Rev. 1/15

RECEIVED
AUG 10 2021
DEPT OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
SEE ATTACHED	Yes ☐	Yes ☐		Yes ☐	Yes ☐
EXHIBIT 'A'	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: ISE 555 Broadway, LLC, a New York limited liability company
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Idaho Agri Investments, LLC, an Idaho limited liability company
New owner(s) as listed on the conveyance document — Name connector ☐ and ☐ or ☐ and/or

127 Conley Drive — Mailing address
Chestertown — City
MD — State
21620 — ZIP
410 778-4583 — Telephone
Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: May 27, 2021.

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ☐ Filing fee (see instructions for further explanation):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - No fee is required for pending adjudication claims.
   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Wayne E Cummings — Signature of new owner/claimant
Manager — Title, if applicable
8/6/21 — Date

Signature: _____ Signature of new owner/claimant
Title, if applicable
Date

For IDWR Office Use Only:

Receipted by SG Date 8/10/21 Receipt No. S038753 Receipt Amt. $2,050.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by SM Date 8-26-2021

SUPPORT DATA

IN FILE # 45-2481

EXHIBIT 'A'

1	47-147A	28	47-17340	55	45-2447
2	47-2492	29	47-173	56	47-2538
3	47-2514	30	47-174	57	47-2527
4	47-2555	31	47-4107A	58	47-2530
5	47-4150	32	47-4110	59	47-4192
6	47-4284	33	47-179	60	47-2537
7	47-1478	34	47-180	61	47-17125
8	47-2438	35	47-181	62	47-2552
9	47-2497	36	47-2217	63	47-2556
10	47-2504	37	47-2507	64	47-2526
11	47-2506	38	47-189	65	47-2536
12	47-2510	39	47-190	66	47-16392
13	47-17273	40	47-4111	67	47-127A
14	47-17270	41	47-2542	68	47-140
15	47-168	42	47-2513	69	47-141
16	47-169	43	47-2517	70	47-2566
17	47-170	44	47-4351	71	47-2511
18	47-2498	45	47-4352	72	47-143
19	47-2535	46	47-4353	73	47-157A
20	47-171	47	47-4354	74	47-2491
21	47-2518	48	47-4355	75	47-142
22	47-191	49	47-2529	76	47-2546
23	47-192	50	47-2539	77	47-2554
24	47-14078	51	47-2543	78	47-2557
25	47-2519	52	47-17483	79	47-8379
26	45-2481	53	47-17485		
27	47-14077	54	47-17487		

These water rights are currently stock and commercial water rights.

80	47-17484
81	47-17486
82	47-17488

DM 8/31/2021

*** 45-2447 is already in the name of Idaho Agri Investments, per 2015 ownership change*

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HAWLEY TROXELL ENNIS & HAWLEY LLP
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WITNESSETH:

FOR VALUE RECEIVED, GRANTOR has granted, conveyed, bargained and sold, and does hereby grant, bargain, sell, convey and confirm to GRANTEE and its successors and assigns forever, that certain real property situated in Cassia County and Twin Falls County, Idaho as more particularly described on Exhibit A attached hereto and by this reference made a part hereof.

TOGETHER with all building(s), structures, and improvements thereon, if any, and the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, the remainder and remainders, and the rents, issues and profits thereof (collectively the "Real Property").

Subject to all 2021 and all subsequent years taxes, levies and assessments, all easements of record or visible upon the Real Property, all restrictions and encumbrances of record, all rights reserved in federal patents and state deeds or in acts authorizing the issuance thereof, all building and zoning regulations and ordinances of any governmental unit, and all encroachments, overlaps, and any other matters of record or which would be disclosed by an accurate survey or inspection of the Real Property, including but not limited to those liens, encumbrances and other matters listed on Exhibit B attached hereto and by this reference made a part hereof.

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Re-Re-Recorded to correct Legal Description for Twin Falls County and Notary Acknowledgment

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assigns, that GRANTOR is the owner of said Real Property in fee simple and has the right and authority to convey the same to GRANTEE, and GRANTOR will defend the same from all lawful claims whatsoever.

GRANTOR furthermore does hereby remise, release and quitclaim to GRANTEE its interest in and to the State of Idaho water rights listed by their numbers on Exhibit C attached hereto and by this reference made a part hereof ("Water Rights"). GRANTEE acknowledges and agrees that it has been in possession of and leasing the Real Property since May 1, 2014 and has directed GRANTOR to modify, amend or abandon some of the Water Rights. GRANTEE acknowledges and agrees that GRANTOR is not making and has not made any warranty or covenant, express or implied, pertaining to the Water Rights or any ditch or canal company(ies) water used on the Real Property.

THE REAL PROPERTY IS SOLD AND CONVEYED TO GRANTEE "AS IS" AND "WHERE IS", AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. EXCEPT FOR THE WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE REAL PROPERTY, THE REAL PROPERTY'S HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE PRESENCE OR ABSENCE OF CONDITIONS ON THE REAL PROPERTY THAT COULD GIVE RISE TO A CLAIM FOR PERSONAL INJURY, PROPERTY OR NATURAL RESOURCE DAMAGES, THE PRESENCE OF HAZARDOUS OR TOXIC SUBSTANCES, MATERIALS OR WASTE, SUBSTANCES, CONTAMINANTS, OR POLLUTANTS ON, UNDER OR ABOUT THE REAL PROPERTY, OR THE INCOME OR EXPENSES FROM OR OF THE REAL PROPERTY.

[Signature Page Follows]

IN WITNESS WHEREOF, this WARRANTY DEED has been duly executed by GRANTOR, the day and year herein first above written.

GRANTOR:

ISE 555 BROADWAY, LLC, a New York limited liability company

By: Denise Ford
Name: Denise Ford
Title: Property Manager

STATE OF ~~MARYLAND~~ Delaware)
) ss.
County of New Castle)

Ericka G. Scarberry

On this 24 day of May, 2021, before me, ~~Denise Ford~~, a Notary Public in and for said State, personally appeared DENISE FORD, known or identified to me to be the Property Manager of ISE 555 Broadway, LLC, a New York limited liability company, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

ERICKA G. SCARBERRY
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Sept. 9, 2022

E. Scarberry Ericka Scarberry
Notary Public for ~~Maryland~~ Delaware
Residing at Newark DE
My commission expires 9/9/22

EXHIBIT A
REAL PROPERTY LEGAL DESCRIPTIOIN

TRACT A

CASSIA COUNTY PROPERTY

TOWNSHIP 12 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 4: Lots 1, 2, 3 and 4 and S½NE¼

Section 5: Lots 1, 2, 3, 4 and SW¼NW¼ and W½SW¼

Section 6: **ALL SAVE AND EXCEPT** Lot 6 and Lot 7

Section 7: NE¼NE¼; W½NE¼, E½NW¼, NE¼SW¼, NW¼SE¼

TRACT B

TWIN FALLS COUNTY PROPERTY

TOWNSHIP 11 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 36: E½NE¼; SE¼SW¼; SE¼ **SAVE AND EXCEPT** the following described tracts:

Tract No. 1:

Commencing at a 5/8 inch iron pin bearing a cap stamped LS 9858 marking the Southwest corner of the Southeast ¼ of Section 36;

Thence along the West line of the Southeast ¼ of said Section 36, North 0°14'44" West, a distance of 1322.49 feet to the Southwest corner of the Northwest ¼ of the Southeast ¼ of said Section 36, being also the corner of a tract of land conveyed to the Lucy Gray Living Trust by Instrument No. 1994-019750 as recorded in the Twin Falls County Recorder's Office and being also the Point of Beginning;

Thence along the West line of said Northwest ¼ of the Southeast ¼ and the boundary of said Gray Tract, North 00°14'44" West, a distance of 219.44 feet;

Thence along the boundary of said Gray tract, North 40°06'28" East, a distance of 847.90 feet;

Thence along the boundary of said Gray tract, South 68°11'43" East, a distance of 826.03 feet to the intersection with the East line of said Northwest ¼ of the Southeast ¼;

Thence South 49°21'48" West, a distance of 300.41 feet;

Thence South 71°29'14" West, a distance of 554.30 feet;

Thence South 78°35'29" West, a distance of 243.56 feet;

Thence South 66°10'13" West, a distance of 349.72 feet to the Point of Beginning.

Tract No. 2:

Beginning at the Northwest corner of said NW¼SE¼,

Thence Easterly along the North line of said NW¼SE¼ to the Northeast corner thereof;

Thence South along the East line of the NW¼SE¼ for a distance of 747.8 feet;

Thence North 68°11'43" West (North 63°21', rec.) for a distance of 826.03 feet (826 feet, rec.);

Thence South 40°06'28" ~~East~~ (South 39°39' West, rec.) for a distance of 847.90 feet (848 feet, rec.) to the West line of the NW¼SE¼; West

Thence North 00°14'44" West along the West boundary line for a distance of 1103.2 feet, more or less to the Point of Beginning.

TOWNSHIP 11 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 19: **ALL SAVE AND EXCEPT** the SW¼SE¼

Section 20: **ALL SAVE AND EXCEPT** the following described tracts:

Tract No. 1:
Beginning at the North quarter section corner of Section 20, Township 11 South, Range 19 East, Boise Meridian, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence North 89°43'39" East along the section line for a distance of 379.15 feet to a ½ inch rebar;
Thence South 00°16'21" East for a distance of 210.00 feet to a ½ inch rebar;
Thence South 89°43'39" West for a distance of 389.00 feet to a ½ inch rebar;
Thence North 00°16'21" West for a distance of 210.00 feet to a ½ inch rebar on section line;
Thence North 89°43'39" East along the section line for a distance of 9.85 feet to the Point of Beginning.

Tract No. 2:
Beginning at the North quarter section corner of Section 20, Township 11 South, Range 19 E., B.M., said corner marked by a 5/8 inch rebar; Thence North 89°43'39" East along the section line for a distance of 379.15 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 89°42'39" East along section line for a distance of 415.00 feet to a ½ inch rebar;
Thence South 00°16'21" East for a distance of 210.00 feet to a ½ inch rebar;
Thence South 89°43'39" West for a distance of 415.00 feet to a ½ inch rebar;
Thence North 00°16'21" West for a distance of 210.00 feet to the Point of Beginning.

Tract No. 3:
Commencing at the Northeast corner of said Section; Thence West 1170 feet; Thence South to a point on the Southerly boundary of highway right of way, being the True Point of Beginning;
Thence South 185 feet;
Thence East 235 feet;
Thence North 185 feet;
Thence West 235 to the True Point of Beginning

Section 21: ALL

Section 28: ALL

Section 29: **ALL SAVE AND EXCEPT** the following described tract:

Beginning at the North quarter corner of said Section 29, said corner marked by a ½ inch rebar;
Thence North 89°52'44" East along the North line of Section 28 for a distance of 52.22 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 89°52'44" East along the North line of Section 29 for a distance of 246.15 feet to a ½ inch rebar;
Thence South 00°07'16" East for a distance of 509.08 feet to a ½ inch rebar;
Thence along a non-tangent curve to the right for a distance of 525.27 feet to a ½ inch rebar, said curve having a radius of 1300.00 feet and a central angle of 23°09'02" with a long chord bearing of South 28°01'52" West for a distance of 521.70 feet;
Thence North 00°07'16" West for a distance of 969.06 feet to the Point of Beginning.

Section 30: **ALL SAVE AND EXCEPT** the following described tracts:

Tract No. 1:
NW¼NE¼

Tract No. 2:
Commencing at the Northwest corner of said Section 30;
Thence South 00°00'00" East along the West boundary of the Northwest Quarter of Section 30 for a distance of 1220.00 feet to the True Point of Beginning;
Thence South 88°14'00" East for a distance of 679.00 feet;
Thence South 00°33'04" West for a distance of 208.64 feet;
Thence South 89°21'38" West for a distance of 215.82 feet;
Thence North 00°59'53" East for a distance of 92.61 feet;
Thence North 88°35'25" West for a distance of 462.62 feet to a point on the West boundary of the Northwest quarter of Section 30;
Thence North 00°00'00" East along the West boundary of the Northwest quarter of Section 30 for a distance of 128.00 feet to the True Point of Beginning.

Section 32: ALL

Section 33: ALL

EXHIBIT B
ENCUMBRANCES

1. Rights or claims of parties in possession not shown by the public records.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.

3. Easements, or claims of easements, not shown by the public records.

4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof.

6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.

TRACT A - CASSIA COUNTY

7. Taxes, including any assessments collected therewith, for the year 2021 which are a lien not yet due and payable.

8. The land described herein is located within the boundaries of Southwest Irrigation District and is subject to any assessments levied thereby.

9. County Road Right-of-ways the rights of access thereto for maintenance of.

10. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

11. Powerline Easement from Kenneth M. Kennedy and Doris J. Kennedy, husband and wife, to Idaho Power Company, a corporation,
Dated: April 19, 1950
Recorded: February 5, 1954
Instrument No.: 181245 in Book 15 of Miscellaneous on Page 78
(Over and across the SW1/4NE1/4 of Section 4, Township 12, South, Range 19 East of the Boise Meridian)

12. Power Line Easement from Mack Gray and Margaret Gray, his wife, to Idaho Power Company, a corporation,
Dated: January 18, 1952
Recorded: April 8, 1955
Instrument No.: 185767 in Book 15 of Miscellaneous at Page 245
(Over and across Lot 3, SE1/4NW1/4, E1/2SW1/4 of Section 6, Township 12 South, Range 19 East, Boise Meridian)

13. Power Line Easement from J. Woodson Creed and Noma Creed, his wife, to Idaho Power Company,
Dated: April 28, 1955
Recorded: July 11, 1957
Instrument No.: 194111 in Book 5 of Miscellaneous on Page 481
(Covering the SW1/4NW1/4 of Section 5, Township 12 South, Range 19 East of the Boise Meridian)

14. Power Line Easement from J. Woodson Creed and Noma M. Creed, his wife, to Idaho Power Company, a corporation,
Dated: May 3, 1957
Recorded: May 8, 1958
Instrument No.: 197154 in Book 15 of Miscellaneous
(Covering the SE1/4NE1/4 and E1/2SE1/4 in Section 6, Township 12 South, Range 19 East of the Boise, Meridian, and the NW1/4SW1/4 in Section 5, Township 12 South, Range 19 East of the Boise Meridian)

15. Power Line Easement from Thurman A. Willis and Lois M. Willis, husband and wife, to Idaho Power Company, a corporation,
Dated: June 22, 1960
Recorded: November 9, 1960
Instrument No.: 208719
(Over and across the SW1/4NE1/4 of Section 7, Township 12 South, Range 19 East, Boise Meridian)

16. Power Line Easement From J. Woodson Creed and Noma Milton Creed, his wife, to Idaho Power Company, a corporation,
Dated: May 3, 1960
Recorded: November 9, 1960
Instrument No.: 208720
(Covering the NW1/4SW1/4 of Section 5, Township 12 South, Range 19 East of the Boise Meridian)

17. Right of Way Easement from Wayne Butler and Velma Butler, husband and wife, to Idaho Power Company, a corporation,
Dated: July 13, 1978
Recorded: August 30, 1978

Instrument No.: 110586
(Granting an easement and right of way over and across a portion of Lot 4 of Section 4, Township 12, South, Range 19 East of the Boise Meridian)

18. Right of Way Easement from S & D Industries, Inc., as Grantor to Idaho Power Company, a corporation, as Grantee,
Dated: February 6, 1979
Recorded: March 16, 1979
Instrument No.: 115025
(Over and across NE1/4SW1/4, Section 6, Township 12 South, Range 19 East of the Boise Meridian)

19. Right of Way Easement from Creed ConCern, Inc., to Idaho Power Company, a corporation,
Dated: May 21, 1979
Recorded: August 23, 1979
Instrument No.: 119464
(Over and across N1/2SE1/4, Section 6 and NW1/4SW1/4, Section 5, Township 12 South, Range 19 East of the Boise Meridian)

20. Easement from Marvin Vieselmeyer, Erma A. Vieselmeyer, Dean Vieselmeyer & Lee Vieselmeyer to Patrick Kueny and Ralph MacFarlane,
Dated: November 8, 1980
Recorded: February 10, 1981
Instrument No.: 132364
(Over and across Lot 4 and NE1/4NW1/4, Section 6, Township 12 South, Range 19 East of the Boise Meridian)

21. Reservation of All minerals and mineral rights, conveyed by Quitclaim Deed
Recorded: March 11, 1988
Instrument No.: 194101
(Covers Section 5, E1/2 Section 6 and NE1/4NE1/4 Section 7, Township 12 South, Range 19 East, Boise Meridian)

22. Power Line Easement from Dunford & McCall, a partnership and the VanDiest Family Partnership, to Idaho Power Company, a corporation,
Recorded: April 11, 1990
Instrument No.: 207059
(Over and across Lot 1, Lot 2, NW1/4SW1/4 Section 5 and NE1/4SE1/4, NW1/4SE1/4, Section 6 all in Township 12 South, Range 19 East of the Boise Meridian)

23. Right of Way Easement from S & D Industries and Marwin W. Vieselmeyer & Erma A. Vieselmeyer, as Grantors to Idaho Power Company, a corporation as Grantee,
Dated: October 18, 1990
Recorded: November 14, 1990

Instrument No.: 210525
(Over and across NE1/4SW1/4, Section 6, Township 12 South, Range 19 East of the Boise Meridian)

24. County road easement as contained in Warranty Deed from Velma Butler, a widow, to Winding Brook Corporation, a Massachusetts corporation,
Dated: February 28, 1995
Recorded: March 7, 1995
Instrument No.: 235495
(SUBJECT TO: A 25 foot wide county road easement along the North, East and West boundaries of the described parcel) (Covers Section 4, Township 12 South, Range 19 East, Boise Meridian)

25. Power Line Easement Individual executed by Luis Bettencourt, Grantor to Idaho Power Company, a corporation, Grantee,
Dated: January 18, 2002
Recorded: April 24, 2003
Instrument No.: 288278
(Covers W1/2NW1/4 of Section 5, Township 12 South, Range 19 East of the Boise Meridian)

TRACT B - TWIN FALLS COUNTY

26. Taxes, including any assessments collected therewith, for the year 2021 which are a lien not yet due and payable.

27. Liens, levies and assessment of any and all irrigation districts, including but not limited to the American Falls Reservoir and the rights, powers, and easements of said district as provided by law.

28. Liens, levies and assessment of any and all irrigation districts, including but not limited to the Twin Falls Canal Company and the rights, powers, and easements of said district as provided by law.

29. Assessments of the Artesian Irrigation, Inc. and the rights and powers of said District as by law provided.

30. Assessments of the Dry Creek District and the rights and powers of said District as by law provided.

31. Assessments of the Rock Creek District and the rights and powers of said District as by law provided.

32. Assessments of the Southwest Irrigation District and the rights and powers of said District as by law provided.

33. Assessments of the Strong Ditch District and the rights and powers of said District as by law provided.

34. Assessments of the Milner Canal District and the rights and powers of said District as by law provided.

35. County Road Right-of-ways and the rights of access thereto for maintenance of.

36. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

37. Right of Way Easement given by D.L. Armstrong to Rock Creek Highway District,
Dated: February 16, 1923
Recorded: March 2, 1926
Instrument Number 185069
(Across 25 feet of the NE1/4NE1/4 of Section 36, 25 feet of the SE1/4SE1/4 of Section 25, 25 feet of the SE1/4NE1/4 of Section 25 all in Township 11 South, Range 18 East, Boise Meridian and across 25 feet of lots 3 and 4 and across 50 feet of Lot 3 in Section 30, Township 11 South, Range 19 East, Boise Meridian)

38. Power Line Easement given by L. W. Madden and Ora Madden, brother and sister to Idaho Power Company, a corporation,
Dated: February 11, 1931
Recorded: May 29, 1933
Instrument No.: 250058
(Covers Lot 3 of Section 1, Township 12 South, Range 18 East of the Boise Meridian)

39. Power Line Easement given by Clyde E. Edminister and Neva M. Edminister, husband and wife, to Idaho Power Company, a corporation,
Dated: May 25, 1938
Recorded: July 29, 1938
Instrument No.: 294286
(Covers the NW1/4NW1/4 of Section 30, Township 11 South, Range 19 East of the Boise Meridian)

40. Power Line Easement given by Clyde E. Edminster and Neva Edminster, husband and wife, to Idaho Power Company, a corporation,
Dated: April 30, 1940
Recorded: September 6, 1940
Instrument No.: 312220
(Covers the SE1/4NW1/4 of Section 30, Township 11 South, Range 19 East of the Boise Meridian)

41. Power Line Easement given by Lara P. Larsen and Ona M. Larsen, his wife, to Idaho Power Company, a corporation,
Dated: May 1, 1944
Recorded: June 1, 1944
Instrument No.: 341950
(Covers the SE1/4SW1/4 of Section 30, Township 11 South, Range 19 East of the Boise Meridian)

42. Power Line Easement given by W B Savage and Agnes S. Savage, his wife, to Idaho Power Company, a corporation,
Recorded: May 14, 1947
Instrument No.: 371070
(Covers the S1/2N1/2 of Section 19, Township 11 South, Range 19 East of the Boise Meridian)

43. Power Line Easement given by Edna W. Kemp, to Idaho Power Company, a corporation,
Recorded: July 7, 1947
Instrument No.: 372818
(Covers the SW1/4NW1/4 of Section 29, Township 11 South, Range 19 East of the Boise Meridian)

44. Power Line Easement given by W A Coiner and Marietta Coiner, his wife, to Idaho Power Company, a corporation.
Recorded: October 9, 1947
Instrument No.: 374992
(Covers Lot 3 and a parcel of land within the SE1/4NW1/4 of Section 1, Township 12 South, Range 18 East of the Boise Meridian)

45. Power Line Easement given by Clyde Edminster and Neva Edminster, his wife, to Idaho Power Company, a corporation.
Recorded: May 7, 1948
Instrument No.: 381248
(Covers Lot 1 and a parcel of land within the E1/2NW1/4 of Section 30, Township 11 South, Range 19 East of the Boise Meridian)

46. Power Line Easement given by W B Savage and Agnes S. Savage, his wife, to Idaho Power Company, a corporation.
Recorded: May 7, 1948
Instrument No.: 381252
(Covers the SE1/4NW1/4 of Section 29, Township 11 South, Range 19 East of the Boise Meridian)

47. Power Line Easement given by Edna M. Kemp, widow, to Idaho Power Company, a corporation.
Recorded: October 21, 1948

Instrument No.: 385077
(Covers the SW1/4NW1/4 of Section 29 and SE1/4NE1/4 of Section 30, Township 11 South, Range 19 East of the Boise Meridian)

48. Power Line Easement given by Ove C. Andersen, a bachelor, to Idaho Power Company, a corporation.
Recorded: October 21, 1948
Instrument No.: 385100
(Covers the NW1/4SW1/4 of Section 20, Township 11 South, Range 19 East of the Boise Meridian)

49. Power Line Easement given by N Bankhead and Hannah Bankhead, his wife to Idaho Power Company, a corporation.
Recorded: June 1, 1950
Instrument No.: 399958
(Covers the NW1/4SE1/4 of Section 19, Township 11 South, Range 19 East of the Boise Meridian)

50. Power Line Easement given by Martin H. Reinke and Lenora R. Reinke, his wife, to Idaho Power Company, a corporation.
Recorded: June 16, 1950
Instrument No.: 400545
(Covers the NE1/4NW1/4 of Section 28, Township 11 South, Range 19 East of the Boise Meridian)

51. Power Line Easement given by George D. Crockett and Charlotte W. Crockett, his wife, to Idaho Power Company, a corporation.
Recorded: October 27, 1950
Instrument No.: 404036
(Covers the W1/2SE1/4 of Section 19, Township 11 South, Range 19 East of the Boise Meridian)

52. Power Line Easement given by U E Couberly and Mabel Couberly, his wife, to Idaho Power Company, a corporation
Recorded: May 23, 1951
Instrument No.: 409878
(Covers the NW1/4NE1/4 of Section 32, Township 11 South, Range 19 East of the Boise Meridian)

53. Power Line Easement given by W A Coiner and Marietta Coiner, his wife, to Idaho Power Company, a corporation.
Recorded: May 23, 1951
Instrument No.: 409879
(Covers the SE1/4NW1/4 and SW1/4NE1/4 of Section 1, Township 12 South, Range 18 East of the Boise Meridian)

54. Power Line Easement given by Harry Wohlliab and Elsie V. Wohlliab, his wife, to Idaho Power Company, a corporation
Recorded: October 20, 1952
Instrument No.: 421998
(Covers the S1/2NW1/4 of Section 33, Township 11 South, Range 19 East of the Boise Meridian)

55. Power Line Easement given by Martin H. Reinke and Lenora R. Reinke, his wife, to Idaho Power Company, a corporation.
Recorded: February 6, 1954
Instrument No.: 433318
(Covers the SE1/4NW1/4 of Section 28, Township 11 South, Range 19 East of the Boise Meridian)

56. Power Line Easement given by Norma M. Creed and J. Woodson Creed, his wife, to Idaho Power Company, a corporation
Recorded: February 6, 1954
Instrument No.: 433320
(Covers the E1/2SW1/4 of Section 21, Township 11 South, Range 19 East of the Boise Meridian)

57. Power Line Easement given by W B Savage and Agnes Savage, his wife to Idaho Power Company, a corporation.
Recorded: March 18, 1955
Instrument No.: 443642,
(Covers the SW1/2SE1/4 and NW1/4SE1/4 of Section 20, Township 11 South, Range 19 East of the Boise Meridian)

58. Power Line Easement given by Ove C. Anderson (a bachelor) to Idaho Power Company, a corporation.
Recorded: March 18, 1955
Instrument No.: 443643
(Covers the SW1/4SW1/4 of Section 20, Township 11 South, Range 19 East of the Boise Meridian)

59. Power Line Easement given by Fay J. Frahm and Geneve Frahm, his wife to Idaho Power Company, a corporation.
Recorded: March 18, 1955
Instrument No.: 443644
(Covers the SE1/4NW1/4 of Section 21, Township 11 South, Range 19 East of the Boise Meridian)

60. Power Line Easement given by C R Morrill and Faye Morrill, his wife to Idaho Power Company, a corporation.
Recorded: March 18, 1955

Instrument No.: 443646
(Covers the SW1/4NE1/4 of Section 28, Township 11 South, Range 19 East of the Boise Meridian)

61. Power Line Easement given by J D Claiborne & sons a Partnership, to Idaho Power Company, a corporation.
Recorded: February 18, 1960
Instrument No.: 490582
(Covers the NE1/4SW1/4 of Section 29, Township 11 South, Range 19 East of the Boise Meridian)

62. Agreement by and between W. B. Savage Ranches, Inc., a corporation and Twin Falls Canal Company, a corporation.
Dated: March 20, 1961
Recorded: February 20, 1962
Instrument No.: 511055
(Covers Section 19, Township 11 South, Range 19 East, Boise Meridian)

63. Power Line Easement given by Ona M. Larsen (Mrs. Lars P. Larsen) married, to Idaho Power Company, a corporation.
Recorded: August 17, 1962
Instrument No.: 516503
(Covers the SW1/4SE1/4 and SE1/4SW1/4 of Section 30, Township 11 South, Range 19 East of the Boise Meridian)

64. Agreement by and between Harold B. Tilley and Eula F. Tilley, husband and wife, and Ray R. Tilley and Barbara J. Tilley, husband and wife.
Dated: January 31, 1966
Recorded: February 3, 1966
Instrument No.: 560342
(Covers SW1/4SW1/4 Section 29, Township 11 South, Range 19 East, Boise Meridian)

65. Grant of Material Right given by Merle Wolverton and Margaret Wolverton, husband and wife to Twin Falls Canal Company, a corporation.
Dated: February 12, 1966
Recorded: February 17, 1966
Instrument No.: 560881
(Covers Lots 3 and 4 in Section 1, Township 12 South, Range 18 East, Boise Meridian)

66. Materials Lease by and between Twin Falls Canal Company Ltd. and the Idaho Department of Highways.
Dated: April 10, 1968
Recorded: May 20, 1968
Instrument No.: 588790
(Covers Lots 3 and 4 in Section 1, Township 12 South, Range 18 East, Boise Meridian)

67. Agreement by and between Robert D. Stanger and Maria Teresa Stanger, husband and wife and Ronald J. Goodman and Janet Goodman, husband and wife and Edwin J. Sliger, a single person.
Dated: December 10, 1973
Recorded: December 11, 1973
Instrument No.: 658561
(Covers the W1/2 of Section 28, Township 11 South, Range 19 East, Boise Meridian and E1/2E1/2 of Section 29, Township 11 South, Range 19 East, Boise Meridian)

68. Power Line Easement given by Edwin D. Crockett and Marion L. Crockett, his wife, to Idaho Power Company, a corporation.
Recorded: February 5, 1974
Instrument No.: 660646
(Covers the NE1/4SW1/4 and NE1/4SE1/4SW1/4 of Section 1, Township 12 South, Range 18 East of the Boise Meridian)

69. Underground Power Line Easement given by Taylor Cattle Company to Idaho Power Company, a corporation.
Dated: April 8, 1976
Recorded: August 30, 1976
Instrument No.: 701906

70. Power Line Easement given by Taylor Cattle Co. to Idaho Power Company, a corporation.
Recorded: November 9, 1976
Instrument No.: 705030
(Covers the SE corner of Section 36, Township 11 South, Range 18 East of the Boise Meridian)

71. Power Line Easement given by Melvin J. Campbell and Pauline J. Campbell, his wife to Idaho Power Company, a corporation.
Recorded: February 16, 1977
Instrument No.: 710132
(Covers the NE1/4SW1/4SW1/4 of Section 30, Township 11 South, Range 19 East of the Boise Meridian)

72. Right of Way Easement given by W A Sumner and Viola L. Sumner, husband and wife to Idaho Power Company, a corporation.
Dated: July 20, 1977
Recorded: July 26, 1977
Instrument No.: 719527
(Covers W1/2NW1/4 of Section 33, Township 11 South, Range 19 East of the Boise Meridian)

73. Right of Way Easement given by Fred Kenyon and Jean A. Kenyon, husband and wife, to Idaho Power Company, a corporation.
Dated: September 1, 1977
Recorded: September 7, 1977
Instrument No.: 721935
(Covers the N1/2SE1/4 of Section 32, Township 11 South, Range 19 East of the Boise Meridian)

74. Right of Way Easement given by Wayne Butler and Velma Butler, husband and wife to Idaho Power Company, a corporation.
Dated: January 12, 1978
Recorded: January 12, 1978
Instrument No.: 728994
(Covers the NW1/4SW1/4 of Section 33, Township 11South, Range 19 East of the Boise Meridian)

75. Right of Way Easement given by Patricia Ann Conner Lucht to Idaho Power Company, a corporation.
Dated: December 21, 1977
Recorded: January 13, 1978
Instrument No.: 728999
(Covers the W1/2SW1/4 of Section 21, Township 11 South, Range 19 East of the Boise Meridian)

76. Easement and Right of Way for a 20 foot roadway given by M. J. Campbell and Pauline J. Campbell, husband and wife to Garnett Kidd and Alice Kidd, husband and wife.
Recorded: April 17, 1978
Instrument No.: 734958
(Covers SW1/4NE1/4 of Section 30, Township 11 South, Range 19 East of the Boise Meridian)

77. Right of Way Easement given by Floyd V. Stanger and Nadine M. Stanger, husband and wife to Idaho Power Company, a corporation.
Dated: May 10, 1978
Recorded: August 30, 1978
Instrument No.: 743614
(Covers the W1/2NW1/4 of Section 21, Township 11 South, Range 19 East of the Boise Meridian)

78. Right of Way Easement given by Robert D. Stanger and Maria T. Stanger, husband and wife to Idaho Power Company, a corporation.
Dated: August 16, 1978
Recorded: August 30, 1978
Instrument No: 743615

(Covers the W1/2W1/2 of Section 28, Township 11 South, Range 19 East of the Boise Meridian)

79. Right of Way Easement given by Wayne Butler and Velma Butler to Idaho Power Company, a corporation.
Dated: July 13, 1978
Recorded: November 3, 1978
Instrument No: 747219
(Covers the W1/2SW1/4 of Section 33, Township 11 South, Range 19 East of the Boise Meridian)

80. Amended Judgment by and between Idaho Power Company, a corporation, as Plaintiff and Patrick Kueny and LaRonna K. Kueny, husband and wife, et al., as Defendants. Granting to the Plaintiff an easement and right of way for erection and continued operation, repair, alteration and inspection and replacement of a single-circuit electric power line of one or more wires.
Dated: December 17, 1980
Record: December 23, 1980
Instrument No: 794849
(Covers the W1/2 of Section 1, Township 12 South, Range 18 East of the Boise Meridian)

81. Power Line Easement given by Thornton K. Taylor, Theodore K. Taylor, Gene A. Broadman, Patricia A. Broadman and Ida L. Taylor to Idaho Power Company, a corporation.
Recorded: April 3, 1981
Instrument No: 800292
(Covers the NE1/4NE1/4 and SE1/4NE1/4 of Section 36, Township 11 South, Range 18 East of the Boise Meridian)

82. Easement in Quitclaim Deed between Patrick Kueny and LaRonna Kueny, husband and wife, and Ralph MacFarlang and Ann MacFarlang, husband and wife, to Twin Falls Highway District, a body politic.
Dated: March 26, 1981
Recorded: February 10, 1982
Instrument No: 816763
(Covering Lot 4 in Section 1, Township 12 South, Range 18 East of the Boise Meridian.)

83. Easement in Quitclaim Deed between Patricia Ann Broadman, a married woman dealing with her sole and separate property, Theodore K. Taylor, a married man dealing with his sole and separate property, and Thornton K. Taylor and Ida L. Taylor, husband and wife, to Twin Falls Highway District, a body politic.
Recorded: February 10, 1982
Instrument No: 816765
(Covering Lot 4 in Section 1, Township 12 South, Range 18 East of the Boise Meridian.)

84. Power Line Easement given by Patricia Ann Broadman, Ida L. Taylor, Thornton K. Taylor and Theodore K. Taylor to Idaho Power Company, a corporation.
Recorded: October 13, 1982
Instrument No: 828773
(Covers the SE1/4NW1/4 of Section 1, Township 12 South, Range 18 East of the Boise Meridian)

85. Equipment Structure Right of Way Easement given by Ray R. Tilley to The Mountain States Telephone and Telegraph Company, a Colorado corporation.
Dated: January 7, 1985
Recorded: January 25, 1985
Instrument No.: 874724
(Covers SW1/4SW1/4 Section 29, Township 11 South, Range 19 East, Boise Meridian)

86. Power Line Easement given by Patrick & LaRonna Kueny and Ralph E. & Ann M. MacFarlane to Idaho Power Company, a corporation.
Recorded: August 2, 1985
Instrument No: 887071
(Covers the SW1/4SW1/4 of Section 1, Township 12 South, Range 18 East of the Boise Meridian)

87. Power Line Easement given by Mark Cummins and Daniel Cummins and Cummins Farms, Inc. to Idaho Power Company, a corporation.
Recorded: June 28, 1989
Instrument No: 956771
(Covers the NE1/4NW1/4 of Section 29, Township 11 South, Range 19 East of the Boise Meridian)

88. Power Line Easement given by Rock Creek Ranch Properties to Idaho Power Company, a corporation.
Recorded: June 25, 1989
Instrument No.: 956781
(Covers the SE1/4NW1/4 and NE1/4NW1/4 of Section 1, Township 12 South, Range 18 East of the Boise Meridian)

89. Grant of Easement and Joint Use Agreement by and between Vieselmeyer Farms, a partnership, composed of the partners, Marwin W. Vieselmeyer, Dean M. Vieselmeyer and Lee R. Vieselmeyer and Clarence A. Degner and Lois A. Degner, husband and wife.
Dated: February 16, 1990
Recorded: March 14, 1990
Instrument No.: 967558
(Covers the NE1/4 of Section 33, Township 11 South, Range 19 East, Boise Meridian)

90. Power Line Easement given by Joseph WM Dunford; Jack McCall and The Vandiest Family Partnership to Idaho Power Company, a corporation.

Recorded: April 12, 1990
Instrument No.: 968832
(Covers the S1/2N1/2 of Section 1, Township 12 South, Range 18 East of the Boise Meridian)

91. Right of Way Easement given by West One Bank, Idaho, N.A. Trustee for Dr. Malcolm Sawyer and for Elinor Sawyer Irrevocable Trust, its successors and assigns to Idaho Power Company, a corporation.
Dated: January 15, 1991
Recorded: January 16, 1991
Instrument No: 981257
(Covers the SE1/4NE1/4 of Section 32, Township 11 South, Range 19 East of the Boise Meridian)

92. Power Line Easement given by Kevin Stanger and Mark Stanger to Idaho Power Company, a corporation.
Recorded: December 16, 1994
Instrument No.: 1994-021499
(Covers the NW1/4NE1/4 of Section 20, Township 11 South, Range 19 East of the Boise Meridian)

93. A 25.00 foot wide county road easement along the southerly boundary of the described parcel, created in Warranty Deed from Velma Butler, a widow, to Winding Brook Corporation, a Massachusetts corporation.
Recorded: March 6, 1995
Instrument No.: 1995-003527
(Covers SW1/4 of Section 33, Township 11 South, Range 19 East, Boise Meridian)

94. A right of way across the South 60 feet and the East 30 feet thereof with right of ingress and egress to service a well and buried pipeline and a right of way across the South 20 feet of the West 147 feet thereof with right of ingress and egress to service a hydrant and buried pipeline, created in Warranty Deed from Clarence A. Degner and Lois A. Degner to Matthew S. Nail and Ana G. Nail.
Recorded: March 13, 1995
Instrument No.: 1995-003960
(Covers SE1/4 of Section 33 and NW1/4 of Section 34, Township 11 South, Range 19 East, Boise Meridian)

95. All matters, and any rights, easements, interests or claims as disclosed by Survey recorded May 5, 1995 as Instrument No. 1995- 007115.

96. A permanent easement over and across a parcel of land located in the E1/2NW1/4 of Section 1, Township 12 South, Range 18 East Boise Meridian, Twin Falls County, Idaho, created in Gift Deed given by Kevin L. Guthrie and Anne Guthrie, husband and wife, to The Nature Conservancy, a District of Columbia non profit corporation.

Recorded: December 28, 1995
Instrument No.: 1995-019936
(Cover Section 1, Township 12 South, Range 18 East of the Boise Meridian)

Assignment of Conservation Easement recorded June 12, 2003 as Instrument No. 2003-015209.

97. Grant of Easement and Joint Use Agreement between Magic Milk Company, a partnership and Brent and Chalet Funk.
Dated: April 22, 1996
Recorded: May 16, 1996
Instrument No.: 1996-008472
(Covers the SE1/4SE1/4, Section 21, Township 11 South, Range 19 East of the Boise Meridian)

98. Terms and conditions contained of Perpetual conservation easement contained in Gift Deed of Perpetual Conservation Easement by and between Kevin L. Guthrie and Anne Guthrie, husband and wife and the Nature Conservancy, a District of Columbia non-profit corporation.
Dated: December 23, 1997
Recorded: December 23, 1997
Instrument No.: 1997-021134
(Covers Section 1, Township 12 South, Range 18 East, and Section 36, Township 11 South, Range 18 East of the Boise Meridian.)

Assignment of Conservation Easement recorded June 12, 2003 as Instrument No. 2003-015210.

99. Easement Agreement by and between Cummins Farms, Inc., an Idaho corporation and Leonard Daw.
Dated: January 29, 2004
Recorded: February 2, 2004
Instrument No.: 2004-002167
(Covers Section 19, Township 11 South, Range 19 East, Boise Meridian)

100. Pivot Easement given by Morgan V. Stanger and Marilyn Stanger, husband and wife and Southern Slope, Inc., a Nevada Corporation.
Dated: May 17, 2004
Recorded: May 26, 2004
Instrument No.: 2004-011302
(Covers the NE1/4NE1/4 Section 20, Township 11 South, Range 19 East, Boise Meridian)

101. Well Water Agreement by and between Morgan V. Stanger and Marilyn Stanger, husband and wife and Southern Slope Inc., a Nevada Corporations, their successors and/or assigns.
Dated: May 17, 2004

Recorded: May 26, 2004
Instrument No.: 2004-011303
(Covers Section 20, Township 11 South, Range 19 East, Boise Meridian)

102. Domestic Water Use Agreement by and between Southern Slope Inc., a Nevada Corporation, their successors and/or assigns and K & M Leasing, an Idaho General Partnership.
Dated: May 17, 2004
Recorded: May 26, 2004
Instrument No: 2004-011306
(Covers Section 20, Township 11 South, Range 19 East, Boise Meridian)

103. Roadway Easement and Access Agreement by and between Morgan V. Stanger and Marilyn Stanger, husband and wife and Southern Slope Inc. a Nevada Corporation.
Recorded: October 8, 2004
Instrument No.: 2004-022029
(Covers Section 20, Township 11 South, Range 19 East, Boise Meridian)

104. A county road right of way along the East and South sides of parcels as disclosed in Warranty Deed.
Dated: December 5, 2005
Recorded: January 13, 2006
Instrument No.: 2006-000921
(Covers SW1/4SW1/4 Section 29, Township 11 South, Range 19 East, Boise Meridian)

105. Well Agreement by and between Allen L. Cummins and Judy J. Cummins, husband and wife and Luis M. Bettencourt and Sharon L. Bettencourt, husband and wife.
Dated: March 13, 2006
Recorded: March 14, 2006
Instrument No.: 2006-006060
(Covers NW1/4NE1/4 Section 29, Township 11 South, Range 19 East, Boise Meridian)

106. Terms and conditions as contained in Confined Animal Feeding Operation Negative Easement Agreement by and between David Funk and Luis M. Bettencourt.
Dated: May 1, 2008
Recorded: June 2, 2010
Instrument No.: 2010-011024
(Covers W1/2NE1/4 of Section 21, Township 11 South, Range 19 East, and SE1/4SE1/4 of Section 16, Township 11 South, Range 19 East of the Boise Meridian)

107. Terms, conditions, easements and, obligations, if any, contained in Confined Animal Feeding Operation Negative Easement Agreement by and between David Funk and Luis M. Bettencourt.
Recorded: April 19, 2016
Instrument No: 2016-006207

EXHIBIT C
DESCRIPTION OF WATER RIGHTS

Irrigation Water Right Analysis for ISE Realty Group, Inc.
DRY CREEK FARM
BROCKWAY ENGINEERING, PLLC.

1	47-147A	28	47-17340	55	45-2447
2	47-2492	29	47-173	56	47-2538
3	47-2514	30	47-174	57	47-2527
4	47-2555	31	47-4107A	58	47-2530
5	47-4150	32	47-4110	59	47-4192
6	47-4284	33	47-179	60	47-2537
7	47-147B	34	47-180	61	47-17125
8	47-2438	35	47-181	62	47-2552
9	47-2497	36	47-2217	63	47-2556
10	47-2504	37	47-2507	64	47-2526
11	47-2506	38	47-189	65	47-2536
12	47-2510	39	47-190	66	47-16392
13	47-17273	40	47-4111	67	47-127A
14	47-17270	41	47-2542	68	47-140
15	47-168	42	47-2513	69	47-141
16	47-169	43	47-2517	70	47-2566
17	47-170	44	47-4351	71	47-2511
18	47-2498	45	47-4352	72	47-143
19	47-2535	46	47-4353	73	47-157A
20	47-171	47	47-4354	74	47-2491
21	47-2518	48	47-4355	75	47-142
22	47-191	49	47-2529	76	47-2546
23	47-192	50	47-2539	77	47-2554
24	47-14078	51	47-2543	78	47-2557
25	47-2519	52	47-17483	79	47-8379
26	45-2481	53	47-17485		
27	47-14077	54	47-17487		

These water rights are currently stock and commercial water rights. Transfer 74789 needs to be rescinded and will revert the beneficial use back to irrigation.

80	47-17484
81	47-17486
82	47-17488

GRANTEE'S ACKNOWLEDGMENT

Idaho Agri Investments, LLC, an Idaho limited liability company, GRANTEE, hereby acknowledges the statements made in this Warranty Deed and accepts and consents to this Deed.

Dated as of the Effective Date.

IDAHO AGRI INVESTMENTS, LLC, an Idaho limited liability company

By: Wayne E Cummings
Name: WAYNE E CUMMINGS
Title: MANAGER

STATE OF MARYLAND)
) ss.
County of QUEEN ANNES)

On this 26TH day of May, 2021, before me, DAVID KELLY LECLAIR, a Notary Public in and for said State, personally appeared WAYNE E. CUMMINGS, known or identified to me to be the MANAGER of Idaho Agri Investments, LLC, an Idaho limited liability company, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

DAVID KELLY LECLAIR
MY COMMISSION EXPIRES
NOTARY PUBLIC
JANUARY 31, 2025
QUEEN ANNE'S COUNTY

Notary Public for Maryland
Residing at 728 DEEP LANDING RD, CHESTERTOWN MD 21620
My commission expires 01/31/2025

IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

August 31, 2021

IDAHO AGRI INVESTMENTS LLC
127 CONLEY DR
CHESTERTOWN MD 21620-1005

Re: Change in Ownership for Water Rights in the name of Idaho Agri Investments LLC
(See attached list)

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

While reviewing this Notice, it was noted that you included water right no. 45-2447 to be changed, however this water right is already in the name of Idaho Agri Investments LLC. A $25.00 refund request has been submitted for processing and will sent to TitleOne in Burley, Idaho.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: TitleOne, Burley (File #21413924)
Water District 47-O
Water District 140 (45-2481)

WR	Number	Process	Current Owner
45	2481	Water Right	IDAHO AGRI INVESTMENTS LLC
47	127A	Water Right	IDAHO AGRI INVESTMENTS LLC
47	140	Water Right	IDAHO AGRI INVESTMENTS LLC
47	141	Water Right	IDAHO AGRI INVESTMENTS LLC
47	142	Water Right	IDAHO AGRI INVESTMENTS LLC
47	143	Water Right	IDAHO AGRI INVESTMENTS LLC
47	147A	Water Right	IDAHO AGRI INVESTMENTS LLC
47	147B	Water Right	IDAHO AGRI INVESTMENTS LLC
47	157A	Water Right	IDAHO AGRI INVESTMENTS LLC
47	168	Watcr Right	IDAHO AGRI INVESTMENTS LLC
47	169	Water Right	IDAHO AGRI INVESTMENTS LLC
47	170	Water Right	IDAHO AGRI INVESTMENTS LLC
47	171	Water Right	IDAHO AGRI INVESTMENTS LLC
47	173	Water Right	IDAHO AGRI INVESTMENTS LLC
47	174	Water Right	IDAHO AGRI INVESTMENTS LLC
47	179	Water Right	IDAHO AGRI INVESTMENTS LLC
47	180	Water Right	IDAHO AGRI INVESTMENTS LLC
47	181	Water Right	IDAHO AGRI INVESTMENTS LLC
47	189	Water Right	IDAHO AGRI INVESTMENTS LLC
47	190	Water Right	IDAHO AGRI INVESTMENTS LLC
47	191	Water Right	IDAHO AGRI INVESTMENTS LLC
47	192	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2217	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2438	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2491	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2492	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2497	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2498	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2504	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2506	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2507	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2510	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2511	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2513	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2514	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2517	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2518	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2519	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2526	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2527	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2529	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2530	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2535	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2536	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2537	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2538	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2539	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2542	Water Right	IDAHO AGRI INVESTMENTS LLC

47	2543	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2546	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2552	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2554	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2555	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2556	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2557	Water Right	IDAHO AGRI INVESTMENTS LLC
47	2566	Water Right	IDAHO AGRI INVESTMENTS LLC
47	4107A	Water Right	IDAHO AGRI INVESTMENTS LLC
47	4110	Water Right	IDAHO AGRI INVESTMENTS LLC
47	4111	Water Right	IDAHO AGRI INVESTMENTS LLC
47	4150	Water Right	IDAHO AGRI INVESTMENTS LLC
47	4192	Water Right	IDAHO AGRI INVESTMENTS LLC
47	4284	Water Right	IDAHO AGRI INVESTMENTS LLC
47	4351	Water Right	IDAHO AGRI INVESTMENTS LLC
47	4352	Water Right	IDAHO AGRI INVESTMENTS LLC
47	4353	Water Right	IDAHO AGRI INVESTMENTS LLC
47	4354	Water Right	IDAHO AGRI INVESTMENTS LLC
47	4355	Water Right	IDAHO AGRI INVESTMENTS LLC
47	8379	Water Right	IDAHO AGRI INVESTMENTS LLC
47	14077	Water Right	IDAHO AGRI INVESTMENTS LLC
47	14078	Water Right	IDAHO AGRI INVESTMENTS LLC
47	16392	Water Right	IDAHO AGRI INVESTMENTS LLC
47	17125	Water Right	IDAHO AGRI INVESTMENTS LLC
47	17270	Water Right	IDAHO AGRI INVESTMENTS LLC
47	17273	Water Right	IDAHO AGRI INVESTMENTS LLC
47	17340	Water Right	IDAHO AGRI INVESTMENTS LLC
47	17483	Water Right	IDAHO AGRI INVESTMENTS LLC
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47	17485	Water Right	IDAHO AGRI INVESTMENTS LLC
47	17486	Water Right	IDAHO AGRI INVESTMENTS LLC
47	17487	Water Right	IDAHO AGRI INVESTMENTS LLC
47	17488	Water Right	IDAHO AGRI INVESTMENTS LLC

Maline, Denise

From: Maline, Denise
Sent: Tuesday, August 31, 2021 10:23 AM
To: Invoices
Subject: Refund request - TitleOne Burley
Attachments: Refund Request - TitleOne Burley.pdf

Good morning,

Attached please find a refund request being submitted for processing. Please let me know if there are any questions.

Thank you ☺

Denise @ Southern

Idaho Department of Water Resources Receipt

Receipt ID: S038753

Payment Amount	$2,050.00	Date Received	8/10/2021	Region	SOUTHERN
Payment Type	Check	Check Number	35383		
Payer	TITLEONE				
Comments	CHANGE OF OWNERSHIP FROM: ISE 555 BROADWAY, LLC, A NY LLC. TO: ID AGRI INVESTMENTS, LLC, AN ID LLC. (82) WR#'S, 45-2447, ETC.				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
$2,050.00	OWNERSHIP CHANGES/SECURITY INTERESTS	64140	0229	21		1155

Signature Line (Department Representative)

Fees paid are for 82 water rights listed on Notice of Change in Water Right Ownership.

($25.00 x 82)

One of the water rights has already been changed and is up to date.

SM 8/31/2021

Please issue a $25.00 refund to:

TitleOne
PO Box 177
Burley ID 83318-0177
(208) 878-3524

TitleOne
a title & escrow co.

211 West 13th Street
Burley, ID 83318
Ph. (208) 881-0087
Fx. (866) 582-7546
www.titleonecorp.com

Idaho Department of Water Resources
650 Addison Avenue West
Suite 500
Twin Falls, ID 83301

RECEIVED
AUG 10 2021
DEPT OF WATER RESOURCES
SOUTHERN REGION

Date: August 6, 2021

Escrow No. 21413924

Greetings,

Enclosed please find the following:

- TitleOne Check No. 35383 in the amount of $2,050.00 for Notice of Change of Ownership
- Executed Notice of Change in Water Right Ownership
- Copy of original executed Warranty Deed recorded on 06/11/21 as Instrument No. 2021014121, records of Twin Falls Co., ID along with recorded on 05/27/21 as Instrument No. 2021-002736, records of Cassia Co., ID

Please make the necessary changes to your records to reflect new owner and send a receipted copy to TitleOne, 211 W. 13th St., Burley, ID 83318 Attn: Ashley Martinkus.

Please feel free to contact us at the number above should you have any questions.

Best Regards,
TITLEONE
Ashley Martinkus
Ashley Martinkus
Ag Escrow Assistant

AR/am
Enc.
FedEx