

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

MAY 18 2020

Department of Water Resources
Eastern Region

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 Sheet	Yes ☐	Yes ☐		Yes ☐	Yes ☐
*underlined	Yes ☐	Yes ☐		Yes ☐	Yes ☐
WR only all	Yes ☐	Yes ☐		Yes ☐	Yes ☐
others updated with another o/c app.	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: BFL Land, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Mickelsen Properties, LLC and Mark or Stephanie Mickelsen
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- PO Box 438 Rigby ID 83442
Mailing address City State ZIP
- 208-709-1295 sjwmick@gmail.com
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: April 2019 and April 2020
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):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o 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: Stephanie Mickelsen CFO 5/11/2020
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by CA Date 5/18/2020 Receipt No. E045920 Receipt Amt. \$1,025.00

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 _____ Date _____

\$605. - borrowed from E045920 for a transfer. Repaid E046405.

**Egbert Water Rights Transfer to new owner from BFL Land
to Mickelsen Properties, LLC and/or Mark & Stephanie Mickelsen**

Water Right Number

1	31-7047B OK
2	31-7171 OK*
3	31-10458 OK
4	31-10520 OK
5	31-10521 OK*
6	31-10522 OK
7	31-10681 OK
8	31-10686 OK*
9	31-11342 OK*
10	31-11343 OK*
11	31-11372 OK
12	31-11376 OK
13	31-11382 OK*
14	31-11391 OK*
15	31-11392 OK*
16	31-11396 OK
17	31-11776 OK*
18	31-12011 OK
19	31-12013 OK
20	31-12015 OK
21	31-12016 OK
22	31-12017 OK
23	31-12018 OK
24	31-12019 OK
25	31-12020 OK
26	31-12021 OK*
27	31-12022 OK?
28	31-12023 OK*
29	31-12024 OK*
30	31-12025 OK*
31	31-12026 OK*
32	31-12027 OK*
33	31-12029 OK*
34	31-12030 OK*
35	31-12031 OK*
36	31-12032 OK*
37	31-12033 OK* - update in transfer
38	31-12034 OK*
39	31-12035 OK* - update in transfer
40	31-12037 OK* - update in transfer

OK? 31-12022 - Portion of
Pivot deeded on
575439 to Mickelsen
Properties, Mark &
Stephanie / the other
portion on 451129 to
Mark & Stephanie
Mickelsen only.

OK* To Mark & Stephanie
Mickelsen only

OK - To Mickelsen, Mark
& Stephanie

41	31-12039 OK?	
42	31-12040 OK	
43	31-12041 OK?	
44	31-12042 OK	
45	31-12043 OK?	
46	31-12057 OK*	
47	31-12059 OK*	
48	31-12060 OK	
49	31-12061 OK*	
50	31-12062 OK*	
51	31-12063 OK*	
52	31-12064 OK	
53	31-12065 OK*	
54	31-12079 OK	- update in transfer *
55	31-12083 OK	- update in transfer *
56	31-12085 OK	- update in transfer *
57	31-12087 OK	- update in transfer *
58	31-12089 OK*	
59	31-12091 OK*	
60	31-12093 OK*	
61	31-12095 OK*	
62	31-12097 OK*	
63	31-12100 OK*	
64	31-12102 OK	
65	31-12182 OK*	
66	31-12190 OK*	
67	31-12208 OK*	
68	31-12210 OK	
69	31-12384 OK*	
70	31-12385 OK*	
71	31-12386 OK*	
72	31-13104 NA (21-13104)	OK *
73	31-13106 NA (21-13106)	OK *

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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MAY 18 2020

Department of Water Resources
Economic Development Division

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Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
<u>31-7047B</u> <i>OK</i>	Yes ☐	Yes ☐	<u>31-10522</u> <i>OK</i>	Yes ☐	Yes ☐
<u>31-7171</u> <i>*(2)</i>	Yes ☐	Yes ☐	<u>31-10681</u> <i>OK</i>	Yes ☐	Yes ☐
<u>31-10458</u> <i>OK</i>	Yes ☐	Yes ☐	<u>31-10686</u> <i>OK</i> <i>*</i>	Yes ☐	Yes ☐
<u>31-10520</u> <i>OK</i>	Yes ☐	Yes ☐	<u>31-11342</u> <i>OK</i> <i>*(2)</i>	Yes ☐	Yes ☐
<u>31-10521</u> <i>OK</i> <i>*</i>	Yes ☐	Yes ☐	<u>31-11343</u> <i>OK</i> <i>*(2)</i>	Yes ☐	Yes ☐

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Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Mickelsen Properties, LLC and Mark or Stephanie Mickelsen
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
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- 208-709-1295 sjwmick@gmail.com
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: April 2019 and April 2020
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).
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 o \$25 per *undivided* water right.
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☐ 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: [Signature] CFU 5/12/20
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only: * Mark & Stephanie only

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 _____ Date _____

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Eastern Region

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Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
31-12057	Yes ☐	Yes ☐	31-12063	Yes ☐	Yes ☐
31-12059	Yes ☐	Yes ☐	31-12064	Yes ☐	Yes ☐
31-12060	Yes ☐	Yes ☐	31-12065	Yes ☐	Yes ☐
31-12061	Yes ☐	Yes ☐	31-12079 *	Yes ☐	Yes ☐
31-12062	Yes ☐	Yes ☐	31-12083 *	Yes ☐	Yes ☐

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8. Signature: [Signature] CFO 5/12/20
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
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For IDWR Office Use Only: * Will be updated in the transfer

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 _____ Date _____

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Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
31-12085 *	Yes ☐	Yes ☐	31-12095	Yes ☐	Yes ☐
31-12087 *	Yes ☐	Yes ☐	31-12097	Yes ☐	Yes ☐
31-12089	Yes ☐	Yes ☐	31-12100	Yes ☐	Yes ☐
31-12091	Yes ☐	Yes ☐	31-12102	Yes ☐	Yes ☐
31-12093	Yes ☐	Yes ☐	31-12182	Yes ☐	Yes ☐

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Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
31-12190	Yes ☐	Yes ☐	31-12386	Yes ☐	Yes ☐
31-12208	Yes ☐	Yes ☐	~~31-13104~~	Yes ☐	Yes ☐
31-12210	Yes ☐	Yes ☐	~~31-13106~~	Yes ☐	Yes ☐
31-12384	Yes ☐	Yes ☐	* 21-13104	Yes ☐	Yes ☐
31-12385	Yes ☐	Yes ☐	* 21-13106	Yes ☐	Yes ☐

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8. Signature:   5/12/20
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 _____ Date _____

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Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
31-11372 <i>OK (2)</i>	Yes ☐	Yes ☐	31-11396 <i>OK</i>	Yes ☐	Yes ☐
31-11376 <i>OK (2)</i>	Yes ☐	Yes ☐	31-11776 <i>OK (2)</i>	Yes ☐	Yes ☐
31-11382 <i>OK (2)</i>	Yes ☐	Yes ☐	31-12016 <i>OK (2)</i>	Yes ☐	Yes ☐
31-11391 <i>OK (2)</i>	Yes ☐	Yes ☐	31-12018 <i>OK (2)</i>	Yes ☐	Yes ☐
31-11392 <i>OK (2)</i>	Yes ☐	Yes ☐	31-12020 <i>OK (2)</i>	Yes ☐	Yes ☐

2. Previous Owner's Name: BFL Land, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Mickelsen Properties, LLC and Mark or Stephanie Mickelsen
New owner(s) as listed on the conveyance document

PO Box 438

Mailing address

208-709-1295

Telephone

Rigby

City

sjwmick@gmail.com

Email

Name connector ☒ and ☐ or ☐ and/or

ID

83442

State

ZIP

4. If the water rights and/or adjudication claims were split, how did the division occur?
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8. Signature: *[Signature]* Title, if applicable: CFO Date: 5/12/20
Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
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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 _____ Date _____

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DEPARTMENT OF WATER RESOURCES

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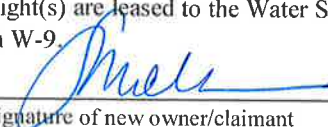
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31-12011	Yes ☐	Yes ☐		Yes ☐	Yes ☐
31-12013	Yes ☐	Yes ☐		Yes ☐	Yes ☐
31-12015	Yes ☐	Yes ☐		Yes ☐	Yes ☐
31-12017	Yes ☐	Yes ☐		Yes ☐	Yes ☐
31-12019	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: BFL Land, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Mickelsen Properties, LLC and Mark or Stephanie Mickelsen
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- 208-709-1295 sjwmick@gmail.com
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: April 2019 and April 2020
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):
 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o 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:  CFO 5/12/20
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 _____ Date _____

RECEIVED

MAY 18 2020

Department of Water Resources
Eastern RegionSTATE 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?
31-12021	Yes ☐	Yes ☐	31-12026	Yes ☐	Yes ☐
31-12022	Yes ☐	Yes ☐	31-12027	Yes ☐	Yes ☐
31-12023	Yes ☐	Yes ☐	31-12029	Yes ☐	Yes ☐
31-12024	Yes ☐	Yes ☐	31-12030	Yes ☐	Yes ☐
31-12025	Yes ☐	Yes ☐	31-12031	Yes ☐	Yes ☐

2. Previous Owner's Name: BFL Land, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Mickelsen Properties, LLC and Mark or Stephanie Mickelsen
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- PO Box 438 Rigby ID 83442
Mailing address City State ZIP
- 208-709-1295 sjwmick@gmail.com
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: April 2019 and April 2020
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).
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 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o 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: [Signature] CFO 5/12/20
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 18 2020

Department of Water Resources
Eastern Region

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?
31-12032	Yes ☐	Yes ☐	31-12039	Yes ☐	Yes ☐
31-12033	Yes ☐	Yes ☐	31-12040	Yes ☐	Yes ☐
31-12034	Yes ☐	Yes ☐	31-12041	Yes ☐	Yes ☐
31-12035	Yes ☐	Yes ☐	31-12042	Yes ☐	Yes ☐
31-12037	Yes ☐	Yes ☐	31-12043	Yes ☐	Yes ☐

2. Previous Owner's Name: BFL Land, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Mickelsen Properties, LLC and Mark or Stephanie Mickelsen
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- PO Box 438 Rigby ID 83442
Mailing address City State ZIP
- 208-709-1295 sjwmick@gmail.com
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.
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8. Signature:  CFD 5/12/20
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 _____ Date _____

Instrument No. 575439
05 Day Sep 2019
At 03 O'Clock 43 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$15.00
EL Deputy
Recorded at Request of
First American Title - Rigby

Instrument No. 574415
10 Day Jul 2019
At 10 O'Clock 19 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$15.00
EL Deputy
Recorded at Request of
First American Title - Rexburg

Recording Requested By and
When Recorded Return to:

MICKELSEN PROPERTIES, LLC
P.O. Box 438
Rigby, Idaho 83442

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

***Re-record to correct Grantee**

SPECIAL WARRANTY DEED

PRH
THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the 2nd day of July, 2019, is between #463 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC, an Idaho limited liability company ("Grantor"), and MICKELSEN PROPERTIES, LLC ("Grantee"), whose legal address is: P.O. Box 438, Rigby, Idaho 83442. *and Mark Mickelsen and Stephanie Mickelsen, husband and wife

WITNESSETH, That Grantor, for and in consideration of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the County of Jefferson and Fremont, State of Idaho, more particularly described as follows:

See legal description attached hereto and made a part thereof as Exhibit "A"

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "Property").

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of April 12, 2019.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

574415

575439

Recording Requested By and
When Recorded Return to:

MICKELSEN PROPERTIES, LLC
P.O. Box 438
Rigby, Idaho 83442

Recorded Electronically	
ID	575439
County	Freemont
Date	9.5.19
Time	3:43
Simplifile.com 800.460.5657	

Instrument No. 574415
10 Day Jul 2019
At 10 O'Clock 19 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$15.00
EL Deputy
Recorded at Request of
First American Title - Rexburg

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

***Re-record to correct Grantee**

SPECIAL WARRANTY DEED

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WITNESSETH, That Grantor, for and in consideration of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the County of Jefferson and Freemont, State of Idaho, more particularly described as follows:

See legal description attached hereto and made a part thereof as Exhibit "A"

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "Property").

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of April 12, 2019.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

Instrument # 446154

RIGBY, JEFFERSON, IDAHO

09-05-2019 03:45:22 PM

No. of Pages: 7

Recorded for: FIRST AMERICAN TITLE - RIGBY

COLLEEN C POOLE

Fee: \$15.00

Ex-Officio Recorder Deputy: LK

Index To: WARRANTY DEED

Electronically Recorded by Simplifile

Recording requested by and
When Recorded Return to:

MICKELSEN PROPERTIES, LLC

P.O. Box 438

Rigby, Idaho 83442

Instrument # 444861

RIGBY, JEFFERSON, IDAHO

07-10-2019 10:23:30 AM

No. of Pages: 5

Recorded for: FIRST AMERICAN TITLE - RIGBY

COLLEEN C POOLE

Fee: \$15.00

Ex-Officio Recorder Deputy: LK

Index To: WARRANTY DEED

Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

***Re-record to correct Grantee**

SPECIAL WARRANTY DEED

JK
THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the 2nd day of July, 2019, is between #463 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC, an Idaho limited liability company ("Grantor"), and MICKELSEN PROPERTIES, LLC ("Grantee"), whose legal address is: P.O. Box 438, Rigby, Idaho 83442. ***and Mark Mickelsen and Stephanie Mickelsen, husband and wife**

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See legal description attached hereto and made a part thereof as Exhibit "A"

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "Property").

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of April 12, 2019.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

444861

446154

Recorded Electronically
ID 446154
County Jefferson
Date 9-5-19 Time 3:45
Simplifile.com 800.460.5657

Instrument # 444861
RIGBY, JEFFERSON, IDAHO
07-10-2019 10:23:30 AM No. of Pages: 5
Recorded for: FIRST AMERICAN TITLE - RIGBY
COLLEEN C POOLE Fee: \$15.00
Ex-Officio Recorder Deputy: LK
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Recording Requested By and
When Recorded Return to:

MICKELSEN PROPERTIES, LLC
P.O. Box 438
Rigby, Idaho 83442

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

***Re-record to correct Grantee**

SPECIAL WARRANTY DEED

912
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TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of April 12, 2019.

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Recording Requested By and
When Recorded Return to:

MICKELSEN PROPERTIES, LLC
P.O. Box 438
Rigby, Idaho 83442

Recorded Electronically
ID 446154
County Jefferson
Date 9.5.19 Time 3:45
Simplifile.com 800.460.5657

Recorded Electronically
ID 444861
County Jefferson
Date 7.10.19 Time 10.23
Simplifile.com 800.460.5657

Recorded Electronically
ID 575439
County Freemont
Date 9.5.19 Time 3:43
Simplifile.com 800.460.5657

Recorded Electronically
ID 574415
County Freemont
Date 7.10.19 Time 10.19
Simplifile.com 800.460.5657

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

***Re-record to correct Grantee**

SPECIAL WARRANTY DEED

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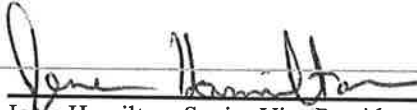
The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date set forth above.

#463 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC,
an Idaho limited liability company

By: Pioneer 1031 Company, Member

By:


Jesse Hamilton, Senior Vice President

8/15/19

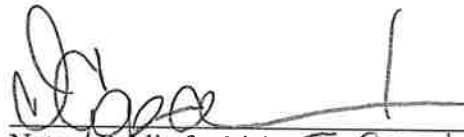
STATE OF IDAHO

COUNTY OF ADA

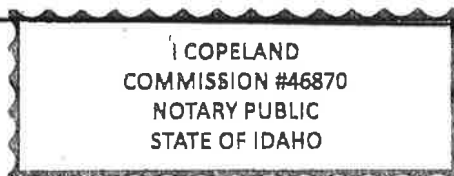
)
) ss.
)

On this 2nd day of July, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Jesse Hamilton, known to me to be the Senior Vice President of Pioneer 1031 Company, an Idaho corporation, which corporation is the Sole Member of #463 Pioneer Exchange Accommodation Titleholder, LLC, an Idaho limited liability company, and acknowledged to me that she/he executed the within and foregoing instrument for and on behalf of said corporation as Sole Member of said limited liability company and in said corporation's name as Sole Member of said limited liability company.

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


Notary Public for Idaho I. Copeland
Residing at Boise ID, Idaho
My Commission Expires: 10/22/2024

(NOTARIAL SEAL)



ACKNOWLEDGMENT

STATE OF Idaho, County of Ada, ss.

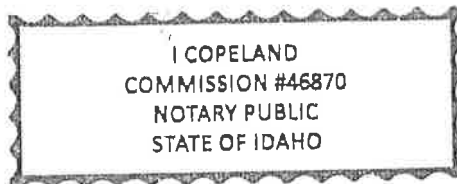
On this 15th day of August, in the year of 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Jesse Hamilton, known to me to be the Senior Vice President of Pioneer 1031 Company, an Idaho corporation, which corporation is the Sole Member of #463 Pioneer Exchange Accommodation Titleholder, LLC, an Idaho limited liability company, and acknowledged to me that she/he executed the within and foregoing instrument for and on behalf of said corporation as Sole Member of said limited liability company and in said corporation's name as Sole Member of said limited liability company.

Notary Public: 

I. Copeland

Residing at: Boise, ID

My Commission Expires: 6/22/2024



Date: April 02, 2019

File No.: 720670-RI (ss)

EXHIBIT 'A'

LEGAL DESCRIPTION:

FREMONT COUNTY PROPERTY:

TRACT 1:

TOWNSHIP 8 NORTH, RANGE 37 E.B.M., FREMONT COUNTY, IDAHO.

SECTION 24: BEGINNING AT THE SOUTHEAST CORNER OF THE SW¹/₄ OF SECTION 24, AND RUNNING THENCE NORTH 250 FEET ALONG THE EAST LINE OF THE SW¹/₄; THENCE WEST 400 FEET; THENCE SOUTH 250 FEET TO THE SOUTH LINE OF SAID SECTION 24; THENCE EAST 400 FEET ALONG THE SOUTH LINE OF SAID SECTION 24 TO THE POINT OF BEGINNING.

SECTION 25: W¹/₂; W¹/₂SE¹/₄; ALL THAT PART OF THE W¹/₂NE¹/₄ LYING SOUTH AND WEST OF 550 EAST STREET (Pivots 455, 456 & 464)

SECTION 26: ALL (Pivots 451, 452 & 454)

EXCEPTING THEREFROM:

BURKE'S CELLARS-CELLAR NOS. 78 AND 79

PART OF THE NW¹/₄NW¹/₄ OF SECTION 25 AND PART OF THE NE¹/₄NE¹/₄ OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 37 E.B.M., FREMONT COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, FROM WHICH THE N¹/₄ CORNER OF SAID SECTION BEARS S. 89°53'43" E. 2,636.02 FEET, THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE S. 89°53'43" E. 366.81 FEET ALONG THE SECTION LINE; THENCE S. 00°00'58" W. 4.20 FEET TO THE POINT OF BEGINNING. THENCE S. 00°00'58" W. 336.03 FEET, PARALLEL WITH AND 200.00 FEET EASTERLY OF THE EAST LINE OF 2 EXISTING POTATO CELLARS; THENCE N. 89°59'01" W. 718.66 FEET, PARALLEL WITH AND 100.00 FEET SOUTHERLY OF THE SOUTH LINE OF SAID CELLARS; THENCE N. 00°00'27" E. 336.02 FEET PARALLEL WITH AND 200.00 FEET EASTERLY OF SAID POTATO CELLARS; THENCE S. 89°59'04" E. 718.71 FEET TO THE POINT OF BEGINNING.

SECTION 27: E¹/₂; E¹/₂W¹/₂ (Pivots 448 & 449)

SECTION 36: E¹/₂NW¹/₄; W¹/₂NE¹/₄ (Pivot 457)

TRACT 2:

BURKE'S CELLARS-CELLAR NOS. 78 AND 79

PART OF THE NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 25 AND PART OF THE NE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 37 E.B.M., FREMONT COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, FROM WHICH THE N $\frac{1}{4}$ CORNER OF SAID SECTION BEARS S. 89°53'43" E. 2,636.02 FEET, THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE S. 89°53'43" E. 366.81 FEET ALONG THE SECTION LINE; THENCE S. 00°00'58" W. 4.20 FEET TO THE POINT OF BEGINNING. THENCE S. 00°00'58" W. 336.03 FEET, PARALLEL WITH AND 200.00 FEET EASTERLY OF THE EAST LINE OF 2 EXISTING POTATO CELLARS; THENCE N. 89°59'01" W. 718.66 FEET, PARALLEL WITH AND 100.00 FEET SOUTHERLY OF THE SOUTH LINE OF SAID CELLARS; THENCE N. 00°00'27" E. 336.02 FEET PARALLEL WITH AND 200.00 FEET EASTERLY OF SAID POTATO CELLARS; THENCE S. 89°59'04" E. 718.71 FEET TO THE POINT OF BEGINNING.

JEFFERSON COUNTY PROPERTY:

PARCEL 1:

BEGINNING AT THE SE CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 37 E.B.M., JEFFERSON COUNTY, IDAHO, THENCE WEST ALONG THE SOUTH LINE OF SECTION 6 A DISTANCE OF 563 FEET; THENCE N. 45°00'00" E. FOR A DISTANCE OF 796.2 FEET TO A POINT ON THE EAST LINE OF SECTION 6 THAT IS 563 FEET NORTH OF THE SE CORNER OF SECTION 6; THENCE SOUTH A DISTANCE OF 563 FEET ALONG THE EAST LINE OF SECTION 6 TO THE SE CORNER OF SECTION 6, ALSO THE POINT OF BEGINNING.

PARCEL 2:

TOWNSHIP 7 NORTH, RANGE 37 E.B.M., JEFFERSON COUNTY, IDAHO:
SECTION 9: N $\frac{1}{2}$

LESS AND EXCEPTING THEREFROM:

PART OF THE N $\frac{1}{2}$, THE W $\frac{1}{2}$ SW $\frac{1}{4}$, THE SE $\frac{1}{4}$ SW $\frac{1}{4}$, THE N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, AND THE N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 9 T. 7 N., R.37 E.B.M., JEFFERSON COUNTY, IDAHO DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE N 00°44'25" W 4057.42 FEET ALONG THE WEST LINE OF SAID SECTION 9 TO A FENCE LINE EXTENDED; THENCE N 28°15'03" E 530.00 FEET ALONG SAID FENCE LINE TO A POINT OF CURVE; THENCE NORTHEASTERLY 724.01 FEET ALONG SAID CURVE TO THE RIGHT, (CURVE DATA R = 1398.56 FEET, D = 29°39'40") CHORD BEARS N 53°05'46" E 715.95 FEET TO A FENCE LINE; THENCE N 00°23'06" W 330.99 FEET ALONG SAID FENCE LINE TO THE NORTH LINE OF SAID SECTION 9; THENCE N 89°37'30" E 4446.85 FEET ALONG SAID NORTH LINE TO THE NE CORNER OF SAID SECTION 9; THENCE S 00°51'22" E 2634.91 FEET ALONG THE EAST LINE OF SAID SECTION 9 TO THE E $\frac{1}{4}$ CORNER OF SAID SECTION 9; THENCE S 89°34'13" W 1321.82 FEET ALONG THE EAST-WEST CENTER SECTION LINE TO THE NE CORNER OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 9; THENCE S 00°50'13" E 661.09 FEET ALONG THE EAST LINE OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE S 89°13'15" W 2645.17 FEET; THENCE S 00°46'45" E 1961.31 FEET TO THE SE CORNER OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$ OF SAID SECTION 9; THENCE S 89°30'38" W

1324.50 FEET ALONG THE SOUTH LINE OF SAID SECTION 9 TO THE POINT OF BEGINNING.

PARCEL 3:

TOWNSHIP 7 NORTH, RANGE 37 E.B.M., JEFFERSON COUNTY, IDAHO:

SECTION 10: N $\frac{1}{2}$ NE $\frac{1}{4}$

LESS AND EXCEPTING THEREFROM: THE NORTH 30 FEET

ALSO LESS AND EXCEPTING THEREFROM:

THE SE $\frac{1}{4}$, AND THE S $\frac{1}{2}$ NE $\frac{1}{4}$, AND PART OF THE W $\frac{1}{2}$ OF SECTION 10, T. 7 N., R. 37 E.B.M., JEFFERSON COUNTY, IDAHO DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE N 00°51'22" W 4750.20 FEET ALONG THE WEST LINE OF SAID SECTION 10 TO A FENCE LINE; THENCE N 75°17'54" E 308.41 FEET ALONG SAID FENCE LINE TO A POINT OF CURVE; THENCE NORTHEASTERLY 853.75 FEET ALONG SAID CURVE TO THE RIGHT, (CURVE DATA R = 1381.72 FEET, D = 35°24'09") CHORD BEARS N 59°24'45" E 840.24 FEET; THENCE N 89°06'23" E 1618.28 FEET TO THE NORTH-SOUTH CENTER SECTION LINE; THENCE S 00°48'59" E 980.94 FEET ALONG SAID CENTER SECTION LINE TO A POINT OF CURVE; THENCE SOUTHEASTERLY 312.48 FEET ALONG SAID CURVE TO THE RIGHT, (CURVE DATA R = 1380.94 FEET, D = 12°57'54") CHORD BEARS S 09°58'59" E 311.82 FEET; THENCE N 89°08'07" E 2596.92 FEET TO THE EAST LINE OF SAID SECTION 10; THENCE S 00°46'37" E 3960.60 FEET ALONG SAID EAST LINE TO THE SE CORNER OF SAID SECTION 10; THENCE S 89°13'29" W 5287.72 FEET ALONG THE SOUTH LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING.

PARCEL 4:

TOWNSHIP 8 NORTH, RANGE 36 E.B.M., JEFFERSON COUNTY, IDAHO

SECTION 27: BEGINNING AT THE NW CORNER OF THE NE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SAID SECTION 27 AND RUNNING THENCE EAST 500 FEET; THENCE SOUTH 350 FEET; THENCE WEST 500 FEET; THENCE NORTH 350 FEET TO THE POINT OF BEGINNING.

PARCEL 5: (Munns)

TOWNSHIP 8 NORTH, RANGE 36 E.B.M., JEFFERSON COUNTY, IDAHO

SECTION 21: ALL OF THE NE $\frac{1}{4}$ LYING WEST OF THE RAILROAD RIGHT-OF-WAY.

EXCEPTING THEREFROM: A PARCEL 800 FEET BY 840 FEET IN THE SE CORNER OF THE ABOVE DESCRIBED PROPERTY OWNED BY THE UNION PACIFIC RAILROAD COMPANY, SET OUT IN THAT CERTAIN LEASE DATED JUNE 9, 1995 IDENTIFIED AS AGREEMENT NO. PLD-225.

PARCEL 6:

TOWNSHIP 8 NORTH, RANGE 36 E.B.M., JEFFERSON COUNTY, IDAHO

SECTION 21: ALL OF THE NW $\frac{1}{4}$ LYING EAST OF THE U.S. HIGHWAY 91

Date: 04/15/2020

Warranty Deed

File No.: 1062971D ()

AFTER RECORDING MAIL TO:

Stephanie Jo Mickelsen and Mark A Mickelsen
PO Box 438
Rigby, ID 83442

Instrument # 451129
RIGBY, JEFFERSON, IDAHO
04-15-2020 04:08:25 PM No. of Pages: 3
Recorded for: TITLE FINANCIAL SPECIALTY SERVICES
COLLEEN C POOLE Fee: \$15.00
Ex-Officio Recorder Deputy: LK
Index To: DEED
Electronically Recorded by Simplifile

Instrument No. 578654
15 Day Apr 2020
At 03 O'Clock 57 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$15.00
AS Deputy
Recorded at Request of
Title Financial Specialty Service

SPECIAL WARRANTY DEED

File No.: 1062971D ()

Date: April 15, 2020

For Value Received, TFES 729, LLC & TFES 728, LLC

Hereinafter called the Grantors, hereby grants, bargains, sells and conveys unto **Stephanie Jo Mickelsen and Mark A Mickelsen, husband and wife**

whose current address is **PO Box 438, Rigby, ID 83442**

hereinafter called the Grantee, the following described premises, situated in **Jefferson County, Idaho**, to-wit:

PARCEL 1

TOWNSHIP 7 NORTH, RANGE 37 E.B.M., JEFFERSON COUNTY, IDAHO:

SECTION 1: W $\frac{1}{2}$ SW $\frac{1}{4}$ (Ptn. Pivot 59)

SECTION 2: E $\frac{1}{2}$ SE $\frac{1}{4}$ (Remainder Pivot 59)

SECTION 3: NW $\frac{1}{4}$; SE $\frac{1}{4}$ (Pivots 57 & 469)

EXCEPTING THEREFROM PART OF THE SW $\frac{1}{4}$ AND PART OF THE S $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 3, T. 7 N., R.37 E.B.M., JEFFERSON COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE N 00°37'38" W 30.00 FEET ALONG THE WEST LINE OF SAID SECTION 3 TO THE POINT OF BEGINNING; THENCE N 00°37'38" W 2609.73 FEET ALONG SAID WEST SECTION LINE TO THE W $\frac{1}{4}$ CORNER OF SAID SECTION 3; THENCE N 89°05'50" E 1039.47 FEET ALONG THE EAST—WEST CENTER SECTION LINE TO A POINT OF CURVE; THENCE NORTHEASTERLY 650.49 FEET ALONG SAID CURVE TO THE RIGHT, (CURVE DATA R = 1323.42 FEET, D = 28°09'43") CHORD BEARS N 89°05'42" E 643.96 FEET TO SAID CENTER SECTION LINE; THENCE N 89°05'50" E 971.93 FEET ALONG SAID CENTER SECTION LINE TO THE CENTER OF SAID SECTION 3; THENCE S 00°27'23" E 972.42 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE TO A POINT OF CURVE; THENCE SOUTHERLY 649.13 FEET ALONG SAID CURVE TO THE RIGHT, (CURVE DATA R = 1323.42 FEET, D = 28°06'11") CHORD BEARS S 00°27'23" E 642.64 FEET TO SAID CENTER SECTION LINE; THENCE S 00°27'23" E 995.17 FEET ALONG SAID CENTER SECTION LINE; THENCE S 89°06'25" W 2647.59 FEET TO THE POINT OF BEGINNING.

SECTION 9: SW $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$

THAT PORTION OF THE NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 37 E.B.M., JEFFERSON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE N. 00°51'22" W. 4750.20 FEET ALONG THE WEST LINE OF SAID SECTION 10, TO A POINT ON A FENCE LINE; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N. 75°17'54" E. 308.41 FEET ALONG SAID FENCE LINE TO A POINT OF CURVE; THENCE NORTHEASTERLY 853.75 FEET ALONG SAID CURVE TO THE RIGHT, CURVE DATA R = 1381.72 FEET, D = 32°24'09" CHORD BEARS N. 59°24'45" E. 840.24 FEET; THENCE WESTERLY ALONG THE NORTH LINE OF SECTION 10, TO THE NORTHWEST CORNER OF SAID SECTION 10; THENCE S. 00°51'22" E. TO THE POINT OF BEGINNING.

Date: 04/15/2020

Warranty Deed

File No.: 106297ID ()

AFTER RECORDING MAIL TO:

Stephanie Jo Mickelsen and Mark A Mickelsen
PO Box 438
Rigby, ID 83442



SPECIAL WARRANTY DEED

File No.: 106297ID ()

Date: April 15, 2020

For Value Received, **TFES 729, LLC & TFES 728, LLC**

Hereinafter called the **Grantors**, hereby grants, bargains, sells and conveys unto **Stephanie Jo Mickelsen and Mark A Mickelsen, husband and wife**

whose current address is **PO Box 438, Rigby, ID 83442**

hereinafter called the **Grantee**, the following described premises, situated in **Jefferson County, Idaho**, to-wit:

PARCEL 1

TOWNSHIP 7 NORTH, RANGE 37 E.B.M., JEFFERSON COUNTY, IDAHO:

SECTION 1: W $\frac{1}{2}$ SW $\frac{1}{4}$ (Ptn. Pivot 59)

SECTION 2: E $\frac{1}{2}$ SE $\frac{1}{4}$ (Remainder Pivot 59)

SECTION 3: NW $\frac{1}{4}$; SE $\frac{1}{4}$ (Pivots 57 & 469)

EXCEPTING THEREFROM PART OF THE SW $\frac{1}{4}$ AND PART OF THE S $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 3, T. 7 N., R.37 E.B.M., JEFFERSON COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE N 00°37'38" W 30.00 FEET ALONG THE WEST LINE OF SAID SECTION 3 TO THE POINT OF BEGINNING; THENCE N 00°37'38" W 2609.73 FEET ALONG SAID WEST SECTION LINE TO THE W $\frac{1}{4}$ CORNER OF SAID SECTION 3; THENCE N 89°05'50" E 1039.47 FEET ALONG THE EAST—WEST CENTER SECTION LINE TO A POINT OF CURVE; THENCE NORTHEASTERLY 650.49 FEET ALONG SAID CURVE TO THE RIGHT, (CURVE DATA R = 1323.42 FEET, D = 28°09'43") CHORD BEARS N 89°05'42" E 643.96 FEET TO SAID CENTER SECTION LINE; THENCE N 89°05'50" E 971.93 FEET ALONG SAID CENTER SECTION LINE TO THE CENTER OF SAID SECTION 3; THENCE S 00°27'23" E 972.42 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE TO A POINT OF CURVE; THENCE SOUTHERLY 649.13 FEET ALONG SAID CURVE TO THE RIGHT, (CURVE DATA R = 1323.42 FEET, D = 28°06'11") CHORD BEARS S 00°27'23" E 642.64 FEET TO SAID CENTER SECTION LINE; THENCE S 00°27'23" E 995.17 FEET ALONG SAID CENTER SECTION LINE; THENCE S 89°06'23" W 2647.59 FEET TO THE POINT OF BEGINNING.

SECTION 9: SW $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$

THAT PORTION OF THE NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 37 E.B.M., JEFFERSON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE N. 00°51'22" W. 4750.20 FEET ALONG THE WEST LINE OF SAID SECTION 10, TO A POINT ON A FENCE LINE; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N. 75°17'54" E. 308.41 FEET ALONG SAID FENCE LINE TO A POINT OF CURVE; THENCE NORTHEASTERLY 853.75 FEET ALONG SAID CURVE TO THE RIGHT, CURVE DATA R= 1381.72 FEET, D = 32°24'09") CHORD BEARS N. 59°24'45" E. 840.24 FEET; THENCE WESTERLY ALONG THE NORTH LINE OF SECTION 10, TO THE NORTHWEST CORNER OF SAID SECTION 10; THENCE S. 00°51'22" E. TO THE POINT OF BEGINNING.

SECTION 12: NW¼ (Pivot 58)**TOWNSHIP 7 NORTH, RANGE 38 E.B.M., JEFFERSON COUNTY, IDAHO****SECTION 6: N½ (Pivots 461 & 462)****FREMONT COUNTY:****PARCEL 2****TOWNSHIP 8 NORTH, RANGE 37 E.B.M., FREMONT COUNTY, IDAHO.****SECTION 26: S½SE¼SE¼ (Ptn. Pivot 465)****SECTION 34: W½; NE¼ (Pivots 446, 447 and 450)****SECTION 35: N½ (Pivots 453, Remainder of 465; & 466)****SECTION 36: S½; SW¼NW¼ (Pivots 458, 459 & 467); NW¼NW¼; E½NE¼****TOWNSHIP 8 NORTH, RANGE 38 E.B.M., FREMONT COUNTY, IDAHO****SECTION 31: GOVERNMENT LOTS 3 AND 4 (W½SW¼); E½SW¼; (Pivot 460); SE¼NW¼ AND GOVERNMENT LOT 2 (SW¼NW¼) – Pivot 468 AND GOVERNMENT LOT 1 (NW¼NW¼)****PARCEL 3 (CELLARS 1, 2 & 3)****PART OF THE N½NW¼ OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 38 E.B.M., FREMONT COUNTY, IDAHO, DESCRIBED AS FOLLOWS:**

COMMENCING AT THE W¼ CORNER OF SECTION 31, FROM WHICH THE NW CORNER OF SAID SECTION BEARS N. 00°15'42" W. 2637.80; THENCE N. 00°15'42" W. 2025.84 FEET; THENCE N. 89°44'18" E. 1280.13 FEET TO A POINT BEING MARKED BY A ½" IRON ROD WITH PLASTIC CAP STAMPED HLE PLS 12222, SAID POINT BEING THE POINT OF BEGINNING; THENCE N. 78°17'36" E. 603.74 FEET TO A POINT BEING ON THE EASTERLY LINE OF AN EXISTING ACCESS EASEMENT AS DESCRIBED IN WARRANTY DEED NO. 522430, SAID POINT BEING MARKED BY A ½" IRON ROD WITH PLASTIC CAP STAMPED HLE PLS 12222; THENCE S. 11°42'24" E. 259.16 FEET ALONG SAID EASEMENT LINE TO A ½" IRON ROD WITH PLASTIC CAP STAMPED HLE PLS 12222; THENCE S. 78°17'36" W. 603.74 FEET TO A ½" IRON ROD WITH PLASTIC CAP STAMPED HLE PLS 12222; THENCE N. 11°42'24" W. 259.16 FEET TO THE POINT OF BEGINNING.

ALSO:**(CELLAR #7)****PART OF THE N½NW¼ OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 38 E.B.M., FREMONT COUNTY, IDAHO, DESCRIBED AS FOLLOWS:**

COMMENCING AT THE NW CORNER OF SAID SECTION 31 AND RUNNING S. 0°15'42" E. 1318.90 FEET ALONG THE SECTION LINE AND S. 89°51'51" E. 1484.75 FEET ALONG THE SOUTH LINE OF SAID N½NW¼ AND N. 0°08'09" E. 82.01 FEET TO A POINT THAT IS 50 FEET SOUTHERLY AND WESTERLY PERPENDICULAR FROM THE SOUTHWESTERLY CORNER OF AN EXISTING POTATO STORAGE CELLAR, THE TRUE POINT OF BEGINNING AND RUNNING THENCE N. 11°42'24" W. 126.50 FEET PARALLEL WITH SAID CELLAR; THENCE N. 78°17'36" E. 407.21 FEET ON A LINE 25 FEET NORTHERLY, PERPENDICULAR FROM SAID CELLAR; THENCE S. 11°42'24" E. 126.50 FEET ON A LINE 100 FEET EASTERLY, PERPENDICULAR FROM SAID CELLAR; THENCE S. 78°17'36" W. 407.21 FEET ON A LINE 50 FEET SOUTHERLY, PERPENDICULAR FROM SAID CELLAR TO THE TRUE POINT OF BEGINNING.

ACCESS EASEMENT DESCRIBED AS: COMMENCING AT THE NW CORNER OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 38 E.B.M., FREMONT COUNTY, IDAHO, AND RUNNING S. 0°15'42" E. 1318.90 FEET ALONG THE SECTION LINE AND S. 89°51'51" E. 1883.29 FEET ALONG THE SOUTH LINE OF THE N½NW¼ OF SAID SECTION 31 AND N. 0°08'09" E. 165.58 FEET TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE N. 11°42'24" W. 126.50 FEET; THENCE N. 78°17'36" E. 71.51 FEET; THENCE N. 11°42'24" W. 862.11 FEET; THENCE N. 84°18'42" W. 1767.83 FEET TO THE NW CORNER OF SAID SECTION 31; THENCE N. 0°15'42"

W. 50.27 FEET ALONG THE SECTION LINE; THENCE S. 84°18'42" E. 1809.77 FEET; THENCE S. 11°42'24" E. 1025.34 FEET; THENCE S. 78°17'36" W. 121.50 FEET TO THE TRUE POINT OF BEGINNING.

ALSO ACCESS EASEMENT DESCRIBED AS: THE S. 50 FEET AND THE W. 50 FEET OF THE E 1/2 SE 1/4 OF SECTION 25, TOWNSHIP 8 NORTH, RANGE 37 E.B.M., FREMONT COUNTY, IDAHO.

Grantor does hereby covenant with Grantee(s), their heirs, successors and assigns, that Grantor will warrant and defend the said granted premises against the lawful claims and demands of all persons claiming by, through and under Grantor, but against no other claims and no other persons, including predecessors in title.

Dated: April 15, 2020

TFES 729, LLC

Title Financial Specialty Services, Inc., Member
By: Shauna Romrell
It's: President

STATE OF IDAHO)
)SS
COUNTY OF BINGHAM)

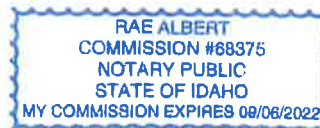
On this Fifteenth day of April, 2020, before me, a Notary Public in and for said State, personally appeared Shauna Romrell, known or identified to me to be the President of the corporation, a corporation that executed the instrument on behalf of said corporation which is a member of TFES 729, LLC, and on behalf of the member subscribed said Limited Liability Company name to the foregoing instrument, and acknowledged to me that such corporation executed the same in said Limited Liability Company name.

Rae Albert
Notary Public for Idaho
Residing in Blackfoot, ID
Commission Expires: 9/6/2022

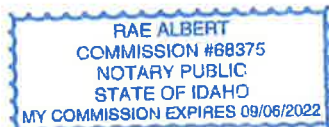
TFES 728, LLC

Title Financial Specialty Services, Inc., Member
By: Shauna Romrell
It's: President

STATE OF IDAHO)
)SS
COUNTY OF BINGHAM)



On this Fifteenth day of April, 2020, before me, a Notary Public in and for said State, personally appeared Shauna Romrell, known or identified to me to be the President of the corporation, a corporation that executed the instrument on behalf of said corporation which is a member of TFES 728, LLC, and on behalf of the member subscribed said Limited Liability Company name to the foregoing instrument, and acknowledged to me that such corporation executed the same in said Limited Liability Company name.



Rae Albert
Notary Public for Idaho
Residing in Blackfoot, ID
Commission Expires: 9/6/2022

7 Assessor Parcel(s)

[Zoom to parcel\(s\)](#)

- Pidn: RP08N37E269450 [Property Detail](#)
- Owner: MICKELSEN MARK A, MICKELSEN STEPHANIE JO
- Mail Addr: P O BOX 438
- Mail Addr: RIGBY, ID 83442-0438
- Location: S2SE4SE4 SEC 26 TWP 8 RGE 37
- TotalAcres: 20.000
- CodeArea: 008000
- Pidn: RP08N37E340001 [Property Detail](#)
- Owner: MICKELSEN MARK A, MICKELSEN STEPHANIE JO
- Mail Addr: P O BOX 438
- Mail Addr: RIGBY, ID 83442-0438
- Location: W2; NE4 SEC 34 TWP 8 RGE 37
- TotalAcres: 480.000
- CodeArea: 008000
- Pidn: RP08N37E350001 [Property Detail](#)
- Owner: MICKELSEN MARK A, MICKELSEN STEPHANIE JO
- Mail Addr: P O BOX 438
- Mail Addr: RIGBY, ID 83442-0438
- Location: N2 SEC 35 TWP 8 RGE 37
- TotalAcres: 320.000
- CodeArea: 008000
- Pidn: RP08N37E360002 [Property Detail](#)
- Owner: MICKELSEN MARK A, MICKELSEN STEPHANIE JO
- Mail Addr: P O BOX 438
- Mail Addr: RIGBY, ID 83442-0438
- Location: ALL LESS E2NW4 & W2NE4 SEC 36 TWP 8 RGE 37
- TotalAcres: 480.000
- CodeArea: 008000
- Pidn: RP08N38E312550 [Property Detail](#)
- Owner: MICKELSEN PROPERTIES LLC, MICKELSEN STEPHANIE JO
- Mail Addr: P O BOX 438
- Mail Addr: RIGBY, ID 83442-0438
- Location: TAX 7533 SEC 31 TWP 8 RGE 38
- TotalAcres: 3.590
- CodeArea: 008000
- Pidn: RP08N38E312701 [Property Detail](#)
- Owner: MICKELSEN MARK A, MICKELSEN STEPHANIE JO
- Mail Addr: P O BOX 438
- Mail Addr: RIGBY, ID 83442-0438
- Location: TAX 4777 SEC 31 TWP 8 RGE 38
- TotalAcres: 1.180
- CodeArea: 008000
- Pidn: RP08N38E313750 [Property Detail](#)
- Owner: MICKELSEN MARK A, MICKELSEN STEPHANIE JO
- Mail Addr: P O BOX 438
- Mail Addr: RIGBY, ID 83442-0438
- Location: LOTS 2-3-4; SE4NW4; E2SW4 SEC 31 TWP 8 RGE 38
- TotalAcres: 241.450
- CodeArea: 008000

Jefferson County

RP07 N 38 E 060001

New Purchase from Hillman (FA File 877060)

Parcel 1:

Township 8 North, Range 38 E.B.M., Fremont County, Idaho
Section 31: NE¼

Parcel 2:

Township 8 North, Range 38 E.B.M., Fremont County, Idaho
Section 31: N2SE

Parcel 3:

Township 8 North, Range 38 E.B.M., Fremont County, Idaho
Section 31: S2SE

Egbert Ptn (in FA File 720670)

TRACT 1:

TOWNSHIP 8 NORTH, RANGE 37 E.B.M., FREMONT COUNTY, IDAHO.

SECTION 25: W½; W½SE¼; ALL THAT PART OF THE W½NE¼ LYING SOUTH AND WEST OF 550 EAST STREET (Pivots 455, 456 & 464)

SECTION 26: ALL (Pivots 451 & 454)

EXCEPTING THEREFROM:

BURKE'S CELLARS-CELLAR NOS. 78 AND 79

PART OF THE NW¼NW¼ OF SECTION 25 AND PART OF THE NE¼NE¼ OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 37 E.B.M., FREMONT COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, FROM WHICH THE N¼ CORNER OF SAID SECTION BEARS S. 89°53'43" E. 2,636.02 FEET, THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE S. 89°53'43" E. 366.81 FEET ALONG THE SECTION LINE; THENCE S. 00°00'58" W. 4.20 FEET TO THE POINT OF BEGINNING. THENCE S. 00°00'58" W. 336.03 FEET, PARALLEL WITH AND 200.00 FEET EASTERLY OF THE EAST LINE OF 2 EXISTING POTATO CELLARS; THENCE N. 89°59'01" W. 718.66 FEET, PARALLEL WITH AND 100.00 FEET SOUTHERLY OF THE SOUTH LINE OF SAID CELLARS; THENCE N. 00°00'27" E. 336.02 FEET PARALLEL WITH AND 200.00 FEET EASTERLY OF SAID POTATO CELLARS; THENCE S. 89°59'04" E. 718.71 FEET TO THE POINT OF BEGINNING.

SECTION 27: E½; E½W½ (Pivots 448 & 449)

SECTION 36: E½NW¼; W½NE¼ (Pivot 457)

TRACT 2:

BURKE'S CELLARS-CELLAR NOS. 78 AND 79

PART OF THE NW¼NW¼ OF SECTION 25 AND PART OF THE NE¼NE¼ OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 37 E.B.M., FREMONT COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, FROM WHICH THE N¼ CORNER OF SAID SECTION BEARS S. 89°53'43" E. 2,636.02 FEET, THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE S. 89°53'43" E. 366.81 FEET ALONG THE SECTION LINE; THENCE S. 00°00'58" W. 4.20 FEET TO THE POINT OF BEGINNING. THENCE S. 00°00'58" W. 336.03 FEET, PARALLEL WITH AND 200.00 FEET EASTERLY OF THE EAST LINE OF 2 EXISTING POTATO CELLARS; THENCE N. 89°59'01" W. 718.66 FEET, PARALLEL WITH AND 100.00 FEET SOUTHERLY OF THE SOUTH LINE OF SAID CELLARS; THENCE N. 00°00'27" E. 336.02

FEET PARALLEL WITH AND 200.00 FEET EASTERLY OF SAID POTATO CELLARS; THENCE S. 89°59'04" E. 718.71 FEET TO THE POINT OF BEGINNING.

Jefferson County Egbert Ptn (in FA File 795847)

TOWNSHIP 7 NORTH, RANGE 37 E.B.M., JEFFERSON COUNTY, IDAHO:

SECTION 1: W½SW¼ (Ptn. Pivot 59)

SECTION 2: E½SE¼ (Remainder Pivot 59)

SECTION 3: NW¼; SE¼ (Pivots 57 & 469)

EXCEPTING THEREFROM PART OF THE SW¼ AND PART OF THE S½NW¼ OF SECTION 3, T. 7 N., R.37 E.B.M., JEFFERSON COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE N 00°37'38" W 30.00 FEET ALONG THE WEST LINE OF SAID SECTION 3 TO THE POINT OF BEGINNING; THENCE N 00°37'38" W 2609.73 FEET ALONG SAID WEST SECTION LINE TO THE W¼ CORNER OF SAID SECTION 3; THENCE N 89°05'50" E 1039.47 FEET ALONG THE EAST—WEST CENTER SECTION LINE TO A POINT OF CURVE; THENCE NORTHEASTERLY 650.49 FEET ALONG SAID CURVE TO THE RIGHT, (CURVE DATA R =1323.42 FEET, D = 28°09'43") CHORD BEARS N 89°05'42" E 643.96 FEET TO SAID CENTER SECTION LINE; THENCE N 89°05'50" E 971.93 FEET ALONG SAID CENTER SECTION LINE TO THE CENTER OF SAID SECTION 3; THENCE S 00°27'23" E 972.42 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE TO A POINT OF CURVE; THENCE SOUTHERLY 649.13 FEET ALONG SAID CURVE TO THE RIGHT, (CURVE DATA R = 1323.42 FEET, D = 28°06'11") CHORD BEARS S 00°27'23" E 642.64 FEET TO SAID CENTER SECTION LINE; THENCE S 00°27'23" E 995.17 FEET ALONG SAID CENTER SECTION LINE; THENCE S 89°06'23" W 2647.59 FEET TO THE POINT OF BEGINNING.

SECTION 12: NW¼ (Pivot 58)

Fremont County Egbert Ptn (in FA File 795847)

Parcel 1

TOWNSHIP 8 NORTH, RANGE 37 E.B.M., FREMONT COUNTY, IDAHO.

SECTION 34: W½; NE¼ (Pivots 446, 447 and 450)

SECTION 35: N½ (Pivots 453, Remainder of 465; & 466)

SECTION 36: S½; SW¼NW¼ (Pivots 458, 459 & 467); NW¼NW¼; E½NE¼

Parcel 2

TOWNSHIP 8 NORTH, RANGE 38 E.B.M., FREMONT COUNTY, IDAHO

SECTION 31: GOVERNMENT LOTS 3 AND 4 (W½SW¼); E½SW¼; (Pivot 460); SE¼NW¼ AND GOVERNMENT LOT 2 (SW¼NW¼) – Pivot 468

First American File 720670

TOWNSHIP 7 NORTH, RANGE 37 E.B.M., JEFFERSON COUNTY, IDAHO:

SECTION 10: N $\frac{1}{2}$ NE $\frac{1}{4}$

LESS AND EXCEPTING THEREFROM: THE NORTH 30 FEET

ALSO LESS AND EXCEPTING THEREFROM:

THE SE $\frac{1}{4}$, AND THE S $\frac{1}{2}$ NE $\frac{1}{4}$, AND PART OF THE W $\frac{1}{2}$ OF SECTION 10, T. 7 N., R. 37 E.B.M., JEFFERSON COUNTY, IDAHO DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE N 00°51'22" W 4750.20 FEET ALONG THE WEST LINE OF SAID SECTION 10 TO A FENCE LINE; THENCE N 75°17'54" E 308.41 FEET ALONG SAID FENCE LINE TO A POINT OF CURVE; THENCE NORTHEASTERLY 853.75 FEET ALONG SAID CURVE TO THE RIGHT, (CURVE DATA R = 1381.72 FEET, D = 35°24'09") CHORD BEARS N 59°24'45" E 840.24 FEET; THENCE N 89°06'23" E 1618.28 FEET TO THE NORTH-SOUTH CENTER SECTION LINE; THENCE S 00°48'59" E 980.94 FEET ALONG SAID CENTER SECTION LINE TO A POINT OF CURVE; THENCE SOUTHEASTERLY 312.48 FEET ALONG SAID CURVE TO THE RIGHT, (CURVE DATA R = 1380.94 FEET, D = 12°57'54") CHORD BEARS S 09°58'59" E 311.82 FEET; THENCE N 89°08'07" E 2596.92 FEET TO THE EAST LINE OF SAID SECTION 10; THENCE S 00°46'37" E 3960.60 FEET ALONG SAID EAST LINE TO THE SE CORNER OF SAID SECTION 10; THENCE S 89°13'29" W 5287.72 FEET ALONG THE SOUTH LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING.

I'M NOT SURE IF THESE CELLARS ARE SUPPOSED TO BE PART OF "EGBERT." MARK PROVIDED A MAP TO ME AND IT LOOKS LIKE THE CELLARS ARE NOT INCLUDED, SO PLEASE VERIFY.

(CELLARS 1, 2 & 3)(Hillman)

TRACT 1:

PART OF THE N $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 38 E.B.M., FREMONT COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE W $\frac{1}{4}$ CORNER OF SECTION 31, FROM WHICH THE NW CORNER OF SAID SECTION BEARS N. 00°15'42" W. 2637.80; THENCE N. 00°15'42" W. 2025.84 FEET; THENCE N. 89°44'18" E. 1280.13 FEET TO A POINT BEING MARKED BY A $\frac{1}{2}$ " IRON ROD WITH PLASTIC CAP STAMPED HLE PLS 12222, SAID POINT BEING THE POINT OF BEGINNING; THENCE N. 78°17'36" E. 603.74 FEET TO A POINT BEING ON THE EASTERLY LINE OF AN EXISTING ACCESS EASEMENT AS DESCRIBED IN WARRANTY DEED NO. 522430, SAID POINT BEING MARKED BY A $\frac{1}{2}$ " IRON ROD WITH PLASTIC CAP STAMPED HLE PLS 12222; THENCE S. 11°42'24" E. 259.16 FEET ALONG SAID EASEMENT LINE TO A $\frac{1}{2}$ " IRON ROD WITH PLASTIC CAP STAMPED HLE PLS 12222; THENCE S. 78°17'36" W. 603.74 FEET TO A $\frac{1}{2}$ " IRON ROD WITH PLASTIC CAP STAMPED HLE PLS 12222; THENCE N. 11°42'24" W. 259.16 FEET TO THE POINT OF BEGINNING.

PARCEL 3 (CELLAR #7)

TRACT 2:

PART OF THE N $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 38 E.B.M., FREMONT COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SAID SECTION 31 AND RUNNING S. 0°15'42" E. 1318.90 FEET ALONG THE SECTION LINE AND S. 89°51'51" E. 1484.75 FEET ALONG THE SOUTH LINE OF SAID N $\frac{1}{2}$ NW $\frac{1}{4}$ AND N. 0°08'09" E. 82.01 FEET TO A POINT THAT IS 50 FEET SOUTHERLY AND WESTERLY PERPENDICULAR FROM THE SOUTHWESTERLY CORNER OF AN EXISTING POTATO STORAGE CELLAR, THE

TRUE POINT OF BEGINNING AND RUNNING THENCE N. 11°42'24" W. 126.50 FEET PARALLEL WITH SAID CELLAR; THENCE N. 78°17'36" E. 407.21 FEET ON A LINE 25 FEET NORTHERLY, PERPENDICULAR FROM SAID CELLAR; THENCE S. 11°42'24" E. 126.50 FEET ON A LINE 100 FEET EASTERLY, PERPENDICULAR FROM SAID CELLAR; THENCE S. 78°17'36" W. 407.21 FEET ON A LINE 50 FEET SOUTHERLY, PERPENDICULAR FROM SAID CELLAR TO THE TRUE POINT OF BEGINNING.

PARCEL 3

TRACT 3:

ACCESS EASEMENT DESCRIBED AS: COMMENCING AT THE NW CORNER OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 38 E.B.M., FREMONT COUNTY, IDAHO, AND RUNNING S. 0°15'42" E. 1318.90 FEET ALONG THE SECTION LINE AND S. 89°51'51" E. 1883.29 FEET ALONG THE SOUTH LINE OF THE N½NW¼ OF SAID SECTION 31 AND N. 0°08'09" E. 165.58 FEET TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE N. 11°42'24" W. 126.50 FEET; THENCE N. 78°17'36" E. 71.51 FEET; THENCE N. 11°42'24" W. 862.11 FEET; THENCE N. 84°18'42" W. 1767.83 FEET TO THE NW CORNER OF SAID SECTION 31; THENCE N. 0°15'42" W. 50.27 FEET ALONG THE SECTION LINE; THENCE S. 84°18'42" E. 1809.77 FEET; THENCE S. 11°42'24" E. 1025.34 FEET; THENCE S. 78°17'36" W. 121.50 FEET TO THE TRUE POINT OF BEGINNING.

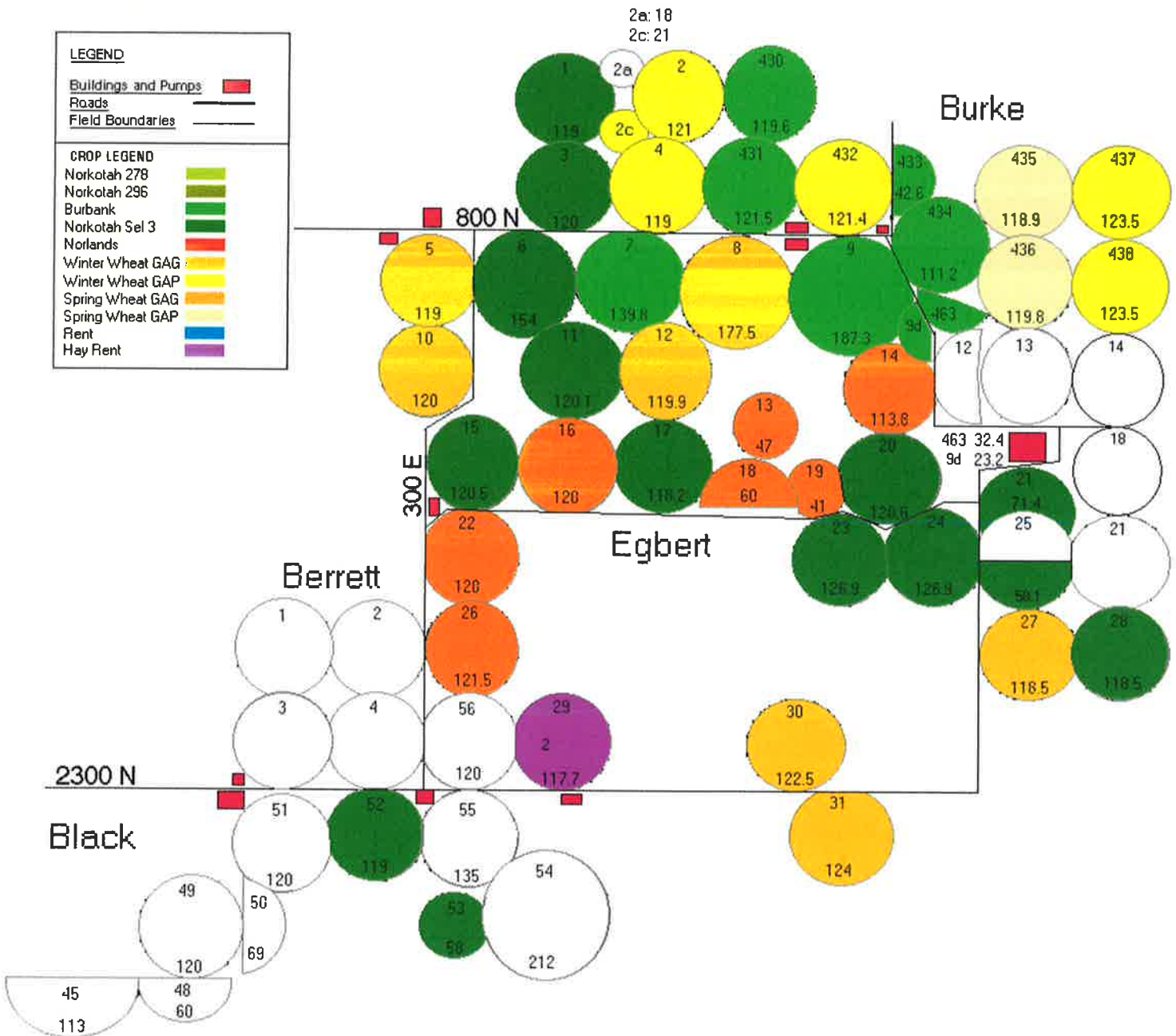
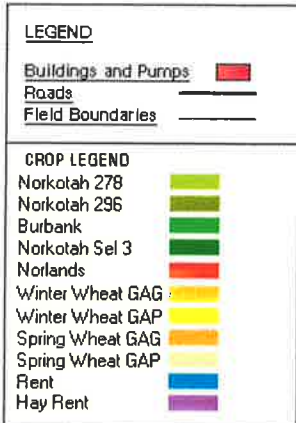
PARCEL 3

TRACT 4:

ALSO ACCESS EASEMENT DESCRIBED AS: THE S. 50 FEET AND THE W. 50 FEET OF THE E½SE¼ OF SECTION 25, TOWNSHIP 8 NORTH, RANGE 37 E.B.M., FREMONT COUNTY, IDAHO.



Hamer East Farm 2020



Township 8N - Range 37E

(Fremont County) Page 1 of 3

TRACTS 1 & 2



9

U.S.

U.S.

10

LEON CORTOR

U.S.

11

EARL S. BROWN

U.S.

12

S. E. BROWN

16

TATE

U.S.

15

ADNA E. BRAMWELL

U.S.

14

S. E. BROWN

S. E. BROWN

13

U.S.

5

21

CORTOR

U.S.

22

ADNA E. BRAMWELL

23

ADNA E. BRAMWELL

24

ADNA E. BRAMWELL

HILLMAN

28

CORTOR

E. 800 N.

TRACT 2 (250 x 400)

N. 300 E.

448

449

451

TRACT 1

ALL

26

454

EXC SY 2 SE 1/4

455

456

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458

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472

R. M. HILLMAN

MAYNE

HILLMAN

HILLMAN

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HILLMAN

ADNA E. BRAMWELL

IDA F. SPALDING

I. F. & F. L. SPALDING

34

H. S. DUDLEY & H. C. SAUKEY

35

H. C. SAUKEY

33

F. RASMUSSEN

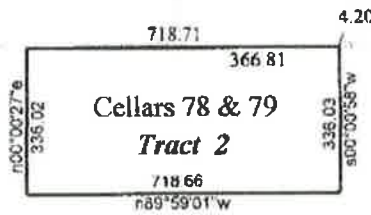
COUNTY

This map is solely for the purpose of assisting in locating the premises and the company assumes no liability for variations if any, with an actual survey.

First American Title Company



E. 800 N



NE $\frac{1}{4}$ NE $\frac{1}{4}$
SEC. 26

NW $\frac{1}{4}$ NW $\frac{1}{4}$
SEC. 25

Cellars 78 & 79 in NWNW Sec 25 & NENE Sec 26-8N-37EBM 4/2/2019

Scale: 1 inch= 400 feet

File: 720670.ndp

Tract -

: n00.0000e 0.00 ft. (1/999999), Perimeter=2109 ft.

01 /nw,25,8n,37e

07 s89.5904e 718.71

02 /s89 5343e 366.81

03 /s00.0058w 4.2

04 s00.0058w 336.03

05 n89.5901w 718.66

06 n00.0027e 336.02

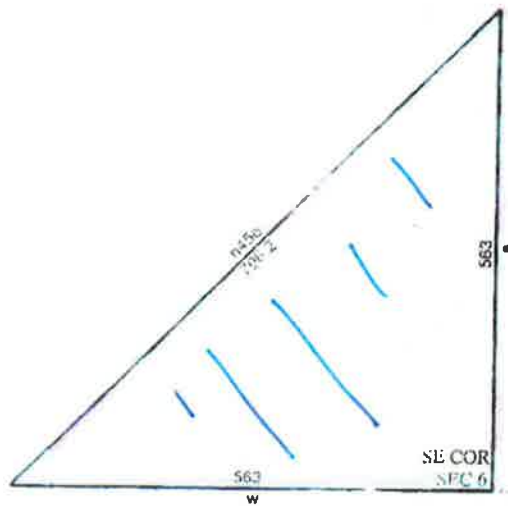
X

initial

4/2/19



Jefferson County
Panel 1



2300 N

PTN SESE SEC 6-7N-37E JEFFERSON CO., ID

3/26/2019

Scale: 1 inch= 200 feet

File:

This map is solely for the purpose of assisting
in locating the premises and the company
assumes no liability for variations if any, with
an actual survey.

01 /se,6,7n,37e
02 w 563
03 n45e 796.2
04 s 563

First American Title Company

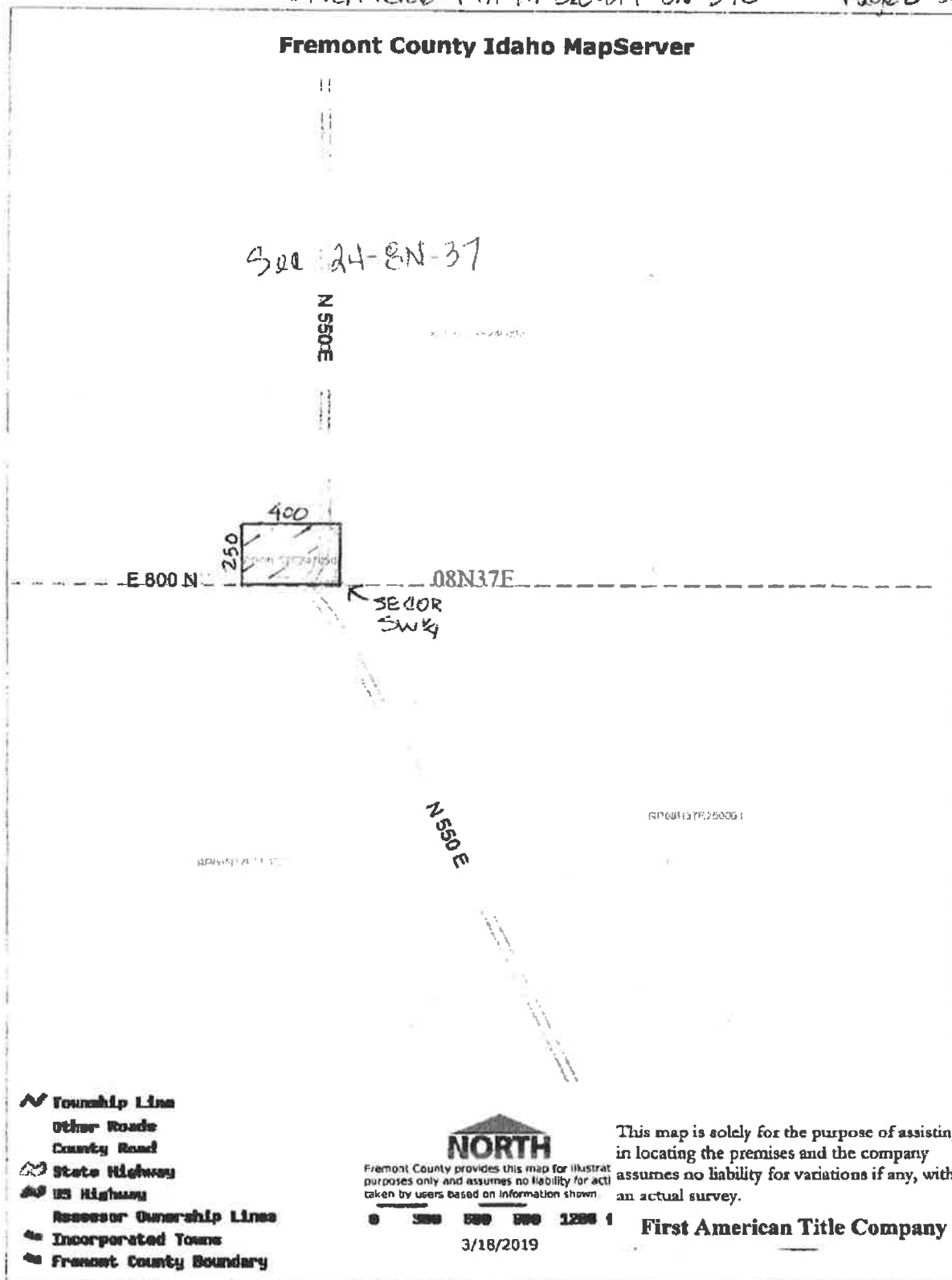
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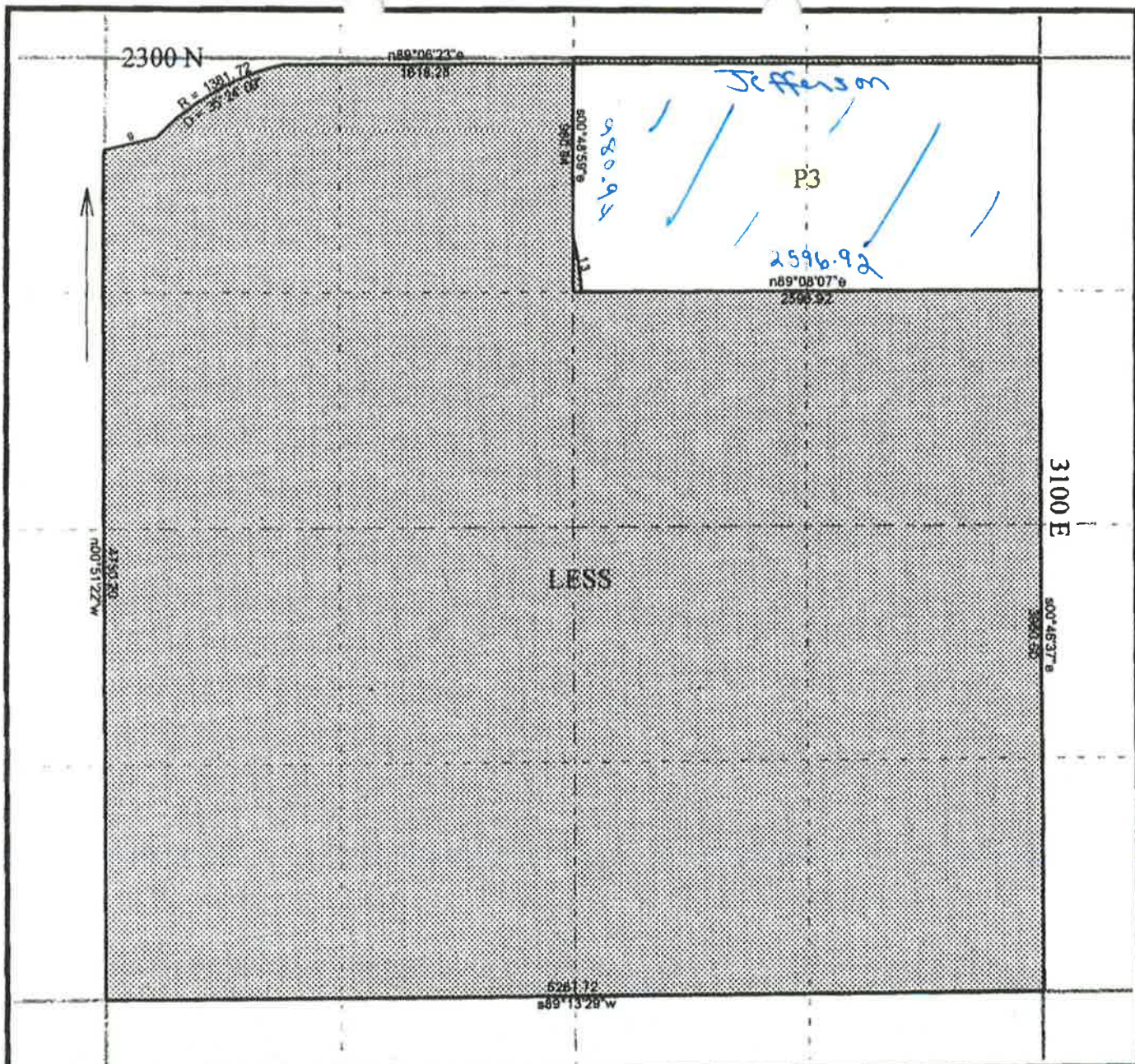
11/11

ENLARGED Ptn in Sec. 24-8N-37E

Page 3 of 3



initial



N2NE SEC 10-7N-37E JEFFERSON CO., ID

3/29/2019

Scale: 1 inch= 800 feet

File:

This map is solely for the purpose of assisting in locating the premises and the company assumes no liability for variations if any, with an actual survey.

First American Title Company

01 /ne,10,7n,37e
02 s90w 2640
03 s0w 1320
04 n90e 2640
05 n0e 1320
06 @0 LESS
07 /sw,10,7n,37e
08 n00.5122w 4750.20
09 n75.1754e 308.41
10 Rt, r=1381.72, delta=035.2409, chord=n59.2445e 840.23
11 n89.0623e 1618.28
12 s00.4859e 980.94
13 Rt, r=1380.94, delta=012.5754, chord=s09.5859e 311.82
14 n89.0807e 2596.92
15 s00.4637e 3060.60

16 s89.1329w 5287.72
17 @0
18 /ne,10,7n,37e
19 s90w 2640
20 s 30
21 e 2640
22 n 30

P3

x

initial

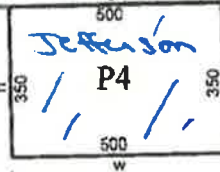
WMA



Bunk House

2600 N

NE
COR



PTN NENE SEC 27-8N-36E JEFFERSON CO., ID

3/29/2019

Scale: 1 inch= 400 feet

File: 720670

01 /nw,ne,ne,27,8n,36e
02 e 500
03 e 350
04 w 500
05 n 350

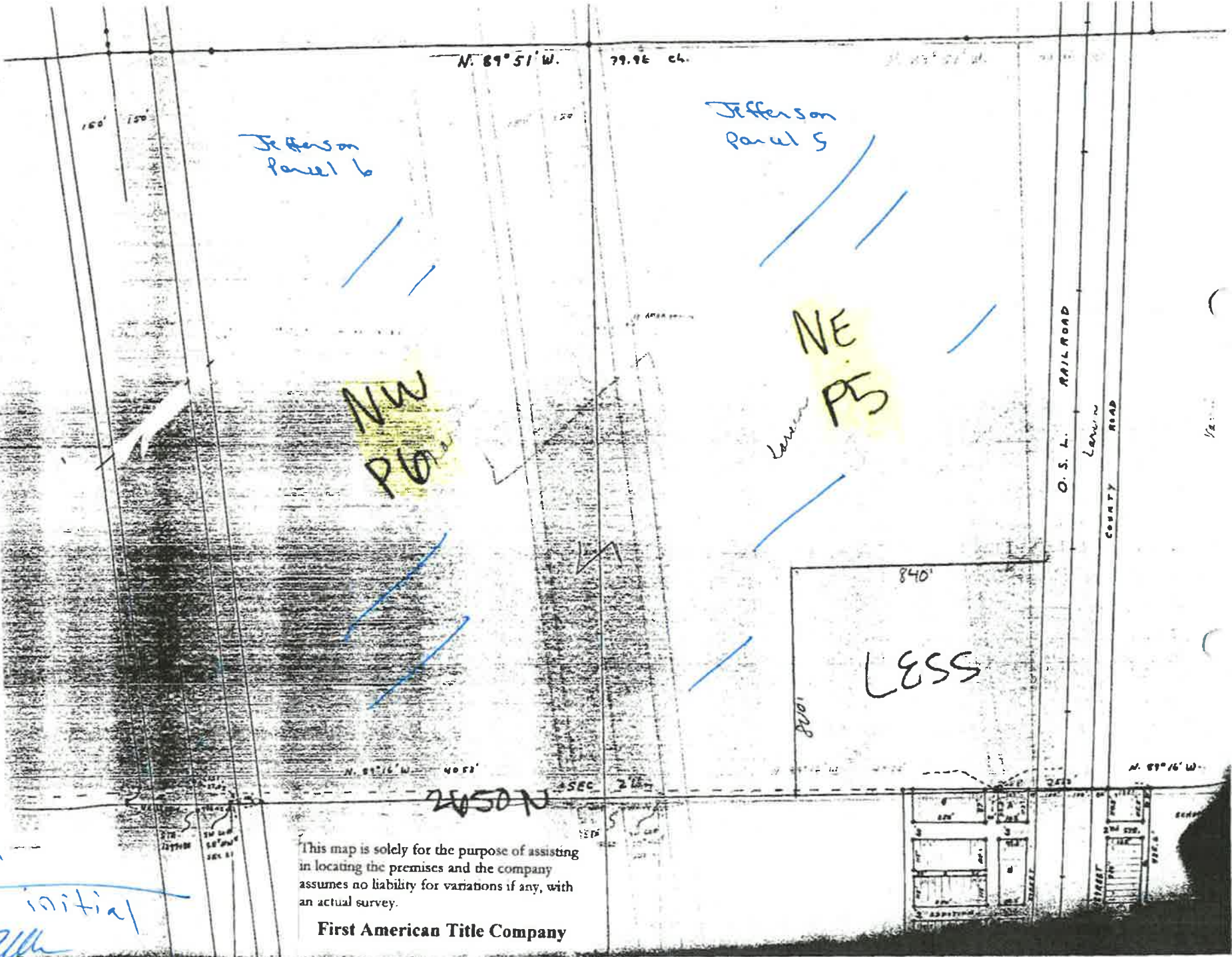
This map is solely for the purpose of assisting
in locating the premises and the company
assumes no liability for variations if any, with
an actual survey.

First American Title Company

X

initial

W



This map is solely for the purpose of assisting in locating the premises and the company assumes no liability for variations if any, with an actual survey.

First American Title Company

Instrument No. 561610
29 Day Dec 2016
At 11 O'Clock 36 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$25.00
JH Deputy
Recorded at Request of
First American Title - Rigby

SHARED WELL AGREEMENT

This Shared Well Agreement ("Agreement") is entered into between BLF Land, LLC, an Idaho limited company ("BLF"), and Brown Alpha II, LLC, an Idaho limited liability company ("Brown Alpha II").

BLF owns Idaho water right nos. 31-12011, 31-12013, 31-12015, 31-12017 and 31-12019 (collectively the "Water Rights") which divert water from a common well located in the SESWNE Section 25, Township 8N, Range 37E, Boise Meridian, Fremont County, Idaho (the "Shared Well"). Brown Alpha II has purchased a portion of the Water Rights in connection with the land to which they are appurtenant from BLF. The Shared Well is on land retained by BLF. Brown Alpha II desires to continue using the Shared Well to divert its share of the Water Rights, and BLF agrees to permit the same, under the terms and conditions of this Agreement.

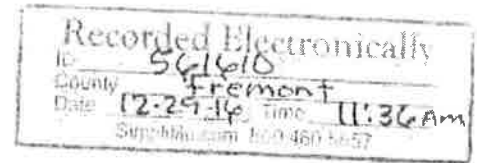
Therefore, in consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Joint Ownership. The parties shall be joint owners of the Shared Well and related equipment used to divert and distribute both the BLF Water Rights and the Brown Alpha II Water Rights (collectively the "Shared Facilities"). Neither party will assign or transfer any right, title or interest in Shared Facilities without the written consent of the other, except that such consent shall not be required in connection with the sale of the Brown Alpha II Water Rights or BLF Water Rights in connection with the land to which they are appurtenant.

2. Expenses. The parties will share all expenses associated with the operation, maintenance, repair, and replacement of Shared Facilities, based on the amount of water each party diverts from the Shared Facilities. Each party will at its expense install a meter to accurately measure the amount of water it diverts from the Shared Facilities. Absent an emergency situation, neither party will incur any substantial expense to repair or replace Shared Facilities without the prior consent of the other.

3. Separate Facilities. Each party will remain the sole owner of and be independently responsible for the installation, construction, operation, maintenance, repair and replacement of water lines and other equipment used solely for the benefit of that party ("Separate Facilities").

4. Grant of Easement. BLF hereby grants an easement to Brown Alpha II over, through, and under BLF property for all purposes incident to this Agreement, including without limitation the right to access, construct, install, operate, maintain, repair, and replace Shared Facilities and Separate Facilities owned by Brown Alpha II.



SHARED WELL AGREEMENT

This Shared Well Agreement ("Agreement") is entered into between BLF Land, LLC, an Idaho limited company ("BLF"), and Brown Alpha II, LLC, an Idaho limited liability company ("Brown Alpha II").

BLF owns Idaho water right nos. 31-12011, 31-12013, 31-12015, 31-12017 and 31-12019 (collectively the "Water Rights") which divert water from a common well located in the SESWNE Section 25, Township 8N, Range 37E, Boise Meridian, Fremont County, Idaho (the "Shared Well"). Brown Alpha II has purchased a portion of the Water Rights in connection with the land to which they are appurtenant from BLF. The Shared Well is on land retained by BLF. Brown Alpha II desires to continue using the Shared Well to divert its share of the Water Rights, and BLF agrees to permit the same, under the terms and conditions of this Agreement.

Therefore, in consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Joint Ownership.** The parties shall be joint owners of the Shared Well and related equipment used to divert and distribute both the BLF Water Rights and the Brown Alpha II Water Rights (collectively the "Shared Facilities"). Neither party will assign or transfer any right, title or interest in Shared Facilities without the written consent of the other, except that such consent shall not be required in connection with the sale of the Brown Alpha II Water Rights or BLF Water Rights in connection with the land to which they are appurtenant.

2. **Expenses.** The parties will share all expenses associated with the operation, maintenance, repair, and replacement of Shared Facilities, based on the amount of water each party diverts from the Shared Facilities. Each party will at its expense install a meter to accurately measure the amount of water it diverts from the Shared Facilities. Absent an emergency situation, neither party will incur any substantial expense to repair or replace Shared Facilities without the prior consent of the other.

3. **Separate Facilities.** Each party will remain the sole owner of and be independently responsible for the installation, construction, operation, maintenance, repair and replacement of water lines and other equipment used solely for the benefit of that party ("Separate Facilities").

4. **Grant of Easement.** BLF hereby grants an easement to Brown Alpha II over, through, and under BLF property for all purposes incident to this Agreement, including without limitation the right to access, construct, install, operate, maintain, repair, and replace Shared Facilities and Separate Facilities owned by Brown Alpha II.

5. Termination. This Agreement may be terminated only by (a) written agreement of the parties, or (b) written notice by either party that it has elected to permanently cease use of the Shared Well. A party who elects to cease use of the Shared Well must at its expense promptly disconnect its Separate Facilities from the Shared Well and record a notice of termination of this Agreement in the public real property records of Fremont County, Idaho. Upon recording such notice, the other party will be the sole owner of the Shared Well and Shared Facilities and will be solely responsible for expenses incurred thereafter to operate, maintain, repair or replace the same.

6. Default. If either party fails to pay their share of expenses associated with the operation and maintenance of the Shared Facilities, the other party may upon giving ten (10) days prior written notice to the non-paying party, record an affidavit setting forth the non-paying party's unpaid share of expenses, which shall thereupon be a lien upon the property of the non-paying party, foreclosable in the manner provided in the Idaho Code for foreclosure of liens.

7. Binding Effect. This Agreement shall run with the Water Rights and shall automatically pass to and be binding upon the successive owners thereof.

8. Recording. This Agreement shall be recorded in the public real property records of Fremont County, Idaho, against the SESWNE Section 25, Township 8N, Range 37E, Boise Meridian, Fremont County, Idaho.

9. Legal Fees. If legal action is undertaken to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

[End of Agreement; Signatures on Following Page]

BLF LAND, LLC

By: Blaine Larsen
Blaine Larsen, Manager

Date: 11-18-16

BROWN ALPHA II, LLC, an Idaho limited liability company

By: _____
Gabe Santos, Vice-President

Date: _____

BLF LAND, LLC

By: _____
Blaine Larsen, Manager

Date: _____

BROWN ALPHA II, LLC, an Idaho limited liability company

By:  _____
Gabe Santos, Vice-President

Date: 12/22/14

STATE OF _____)
County of _____) : ss.

On this _____ day of December, 2016, before me a Notary Public for the State of Idaho, personally appeared **Blaine Larsen**, known or proved to me by satisfactory evidence to be the manager of BLF Land, LLC, and the person whose name is subscribed to the foregoing instrument on behalf of said LLC, and acknowledged to me that he has authority to sign the foregoing instrument on behalf of said LLC, and that said LLC executed the same.

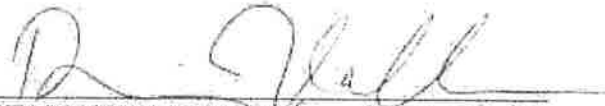
(SEAL)

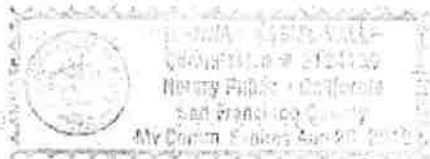
NOTARY PUBLIC FOR:
Residing at:
My Commission Expires:

STATE OF California)
County of San Francisco) : ss.

On this 22 day of December, 2016, before me, the undersigned Notary Public in and for said State, personally appeared **Gabe Santos**, known or proved to me by satisfactory evidence to be the Vice President of Brown Alpha II, LLC, and the person whose name is subscribed to the foregoing instrument on behalf of said LLC, and acknowledged to me that he has authority to sign the foregoing instrument on behalf of said LLC, and that said LLC executed the same.

(SEAL)


NOTARY PUBLIC FOR: San Francisco
Residing at: 152 Howard St., SF, CA 94105
My Commission Expires: 8/20/2019



STATE OF IDAHO

County of

Jefferson

)
: ss.

On this 18th day of November, 2016, before me a Notary Public for the State of Idaho, personally appeared **Blaine Larsen**, known or proved to me by satisfactory evidence to be the manager of BLF Land, LLC, and the person whose name is subscribed to the foregoing instrument on behalf of said LLC, and acknowledged to me that he has authority to sign the foregoing instrument on behalf of said LLC, and that said LLC executed the same.



Mary K. Lusk
NOTARY PUBLIC FOR IDAHO

Residing at:

Rexburg, ID

My Commission Expires:

1/17/18

STATE OF IOWA

County of

)
: ss.

On this _____ day of November, 2016, before me, the undersigned Notary Public in and for said State, personally appeared **Gabe Santos**, known or proved to me by satisfactory evidence to be the Vice President of Brown Alpha II, LLC, and the person whose name is subscribed to the foregoing instrument on behalf of said LLC, and acknowledged to me that he has authority to sign the foregoing instrument on behalf of said LLC, and that said LLC executed the same.

(SEAL)

NOTARY PUBLIC FOR IOWA

Residing at:

My Commission Expires:



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

February 10, 2021

MICKELSEN PROPERTIES LLC
PO BOX 438
RIGBY ID 83442-0438

MARK MICKELSEN
STEPHANIE JO MICKELSEN
PO BOX 438
RIGBY ID 83442-0438

Re: Change in Ownership for Water Right No(s): 31-7047B, 31-10458, 31-10520, 31-10521, 31-10522, 31-10681, 31-10686, 31-12079, 31-12083, 31-12085 & 31-12087

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.

Please note a portion of the original application received on May 18, 2020 application was filed again at a later date, by Rabo Agrifinance, because we received double fees for some water rights you are entitled to a partial refund the refund amount will be for \$1550.00 and it will arrive from the state office in the next couple of weeks.

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) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: AXA EQUITABLE LIFE INSURANCE CO
WATER DISTRICT 110
JEFFERSON CLARK GROUND WATER DISTRICT

Barg, Jonie

From: Barg, Jonie
Sent: Thursday, February 11, 2021 1:38 PM
To: IdwrPayable
Subject: Refund Request
Attachments: Receipt(2)

Good afternoon!!

I have a refund request as follows:

Receipt number: E45920
Amount: \$1550
Payable to: Mickelsen Properties LLC
PO Box 438
Rigby ID 83442-0438

Applicant on receipt says 1825? Application filed is for Mickelsen Properties LLC, Mark Mickelsen and Stephanie Mickelsen

Reason: Application filed for 73 water rights, some (62) of the water rights had a 2nd ownership change filed, therefore they are entitled to a partial refund of 1550.00. 11 additional water rights were updated total fee for those 275.00. (1825-275=1550)

Let me know if you need additional information.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!

Jonie Barg

Jonie Barg
Technical Records Specialist
Idaho Department of Water Resources
900 N Skyline Ste A
Idaho Falls ID 83402
phone: (208) 525-7161
fax: (208) 525-7177
email: jonie.barg@idwr.idaho.gov