

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?
22-4155	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
22-4166	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
22-7654 OK	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
22-7706 OK	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: Byrne Farm LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Hardway LP
New owner(s) as listed on the conveyance document
- Name connector ☐ and ☐ or ☐ and/or
- 5313 S 5700 W Rexburg ID 83440
Mailing address City State ZIP
- 208-356-0305 brandon.rung@ 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: 4-21-20
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.

SUPPORT DATA

IN FILE # 22-7654

8. Signature: Robert Smith Partner May 13 2020
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only: WR #s updated per applicant request.

Received by M. Fettes Date 5-18-20 Receipt No. E045912 Receipt Amt. 50.00

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 JB Processed by CR Date 6/5/2020

1003154
WD: 100 GWD: Madison

Microfile No. 430367
21 DAY Apr 2020
At 03 O'Clock 05 PM
KIM H. MUIR
MADISON CO RECORDER
Fee \$15.00
Deputy
Recorded at Request of
ALLIANCE TITLE - REXBURG OFFICE

Alliance Title & Escrow Corp

467725

WARRANTY DEED

Byrne Farm LLC, an Idaho limited liability company, of 654 N. 100 E., Rigby, ID 83442 (a.k.a. and which acquired title as Byrne Farms LLC, hereinafter "Grantor"), for and in consideration of \$10.00 and other good and valuable consideration, hereby transfers, grants, conveys, and warrants unto **Hard Way LP**, an Idaho limited partnership, of 5313 South 5700 West, Rexburg, ID 83440 (hereinafter "Grantee"), all of Grantor's interest in and to the following described real property (hereinafter referred to as the "Subject Property") located in Madison County, Idaho, to wit:

See attached Exhibit A, which is attached hereto and incorporated herein by reference, but reserving and excepting therefrom those certain water rights identified by the Idaho Department of Water Resources as Water Right Nos. 22-4155 and 22-4166.

Together with:

Except as provided herein, all and singular the tenements; hereditaments; appurtenances; improvements; easements; rights; all appurtenant surface and ground water rights, including without limitation the ground water rights identified by the Idaho Department of Water Resources as Water Right Nos. 22-7654 & 22-7706, all of Seller's shares in Palisades Water Users, Inc., which are estimated to be 715 shares, and all of Seller's shares in SunnyDell Irrigation District historically used to irrigate the Subject Property, but excepting from the Subject Property those certain domestic and stockwater rights identified by the Idaho Department of Water Resources as Water Right Nos. 22-4155 and 22-4166; rights of way, the reversion and reversions; remainder and remainders; rents; issues; profits thereof; and all estate, right, title, and interest in and to the said Subject Property, as well in law as in equity.

Together with:

All the irrigation equipment located on the Subject Property, including without limitation pivots, pumps, mainlines, and sprinklers.

Subject to:

All easements, encumbrances, rights of way, covenants, conditions, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record; all facts and circumstances that would be revealed by inspection of the property

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of inquiry of persons in possession thereof; and payment of present year's property taxes, which are an accruing lien not yet due.

Also subject to: All items set forth in Exhibit B, which is attached hereto and incorporated herein by reference as if set forth fully.

Grantor, for itself, its heirs, successors, and assigns, warrants and represents as follows:

Grantor is the owner of the interest described in this Warranty Deed and has the legal right to convey its interest in the real property described herein to Grantee.

The real property described in this deed is free from all liens, encumbrances, and defects in title, except as otherwise shown in this deed or of record.

Grantor will forever warrant and defend the quiet and peaceful possession of the property granted by this deed to Grantee, her successors in interest, heirs, and assigns against all lawful claims.

The warranty in this deed is limited to the greater of \$10.00 or the amount of coverage Grantor has under an applicable policy of title insurance.

Date: April 21, 2020.

BYRNE FARM LLC

JoAnn B. Cramer
By: JoAnn B. Cramer
Its: Manager

Acknowledgment

State of Idaho
County of Jefferson

ss.

On this 21 day of April, 2020, before me, the undersigned, a notary public, personally appeared JoAnn Cramer, known or identified to me to be the manager or managing member of Byrne Farm LLC, an Idaho limited liability company, and the person whose name is subscribed to the within instrument, and acknowledged to me that such limited liability company executed the same.

JL
Notary Public
Residing at: Menan
(Seal) Comm. Exp: 5.12.21

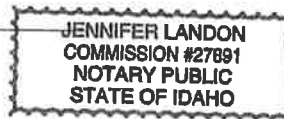


Exhibit A

The following real property located in Madison County, Idaho, as more specifically described:

Real property located in Madison County, Idaho, more particularly described as follows:

Parcel 1:

Township 4 North, Range 40 East, Boise Meridian, Madison County, Idaho

Section 3: West Half Southwest Quarter; Northeast Quarter Southwest Quarter; West Half Northwest Quarter; Southeast Quarter Southwest Quarter.

Also: All that land lying South and Westerly of a line more particularly described as follows: Beginning at the Northeast corner of the Southeast Quarter Northwest Quarter; thence Westerly along the North boundary of said Southeast Quarter Northwest Quarter 940.5 feet to a point, said point being the real point of beginning, thence along said line Southeasterly 1620.78 feet more or less to the Southeast corner of said Southeast Quarter Northwest Quarter; thence West 1320 feet; thence North 1320 feet; thence East 379.5 feet to the point of beginning.

Section 4: East Half

Excepting Therefrom the following four (4) tracts:

Tract One:

Situated in the State of Idaho, County of Madison, being part of Sections 3 & 4, Township 4 North, Range 40 East, of Boise Meridian, being more particularly described as follows:

Commencing at a rebar with a plastic cap found marking the Southeast Corner of said Section 4; thence North 00°00'40" West, a distance of 1,210.12 feet with the East Line of said Section 4 to a point; thence South 89°59'20" West, a distance of 12.73 feet to a rebar with a plastic cap set stamped, "PLS 13856" marking the point of beginning; thence North 27°41'49" West, a distance of 122.74 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence North 02°51'44" West, a distance of 978.02 feet to a rebar with a plastic cap stamped, "PLS 13856"; thence South 41°00'09" East, a distance of 248.41 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence along a non-tangent curve to the right having a delta angle 47°21'18", a radius of 178.18 feet, an arc length of 147.27 feet, with a chord bearing of South 21°26'20" East, and a chord length of 143.11 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South 02°14'19" West, a distance of 110.59 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South 00°11'21" East, a distance of 85.75 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South 02°32'41" East, a distance of 259.29 feet to a rebar with a plastic cap set

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stamped, "PLS 13856"; thence South 14°19'43" East, a distance of 156.31 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South 09°14'43" West, a distance of 69.63 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence North 88°49'58" West, a distance of 23.35 feet to a point; thence with a non-tangent curve to the left having a delta angle of 52°18'12", a radius of 97.50 feet, an arc length 89.00 feet, with a chord bearing of South 65°00'56" West, with a chord distance of 85.95 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South 38°51'50" West, a distance of 68.73 feet to the point of beginning.

Tract Two:

Situated in the State of Idaho, County of Madison, being part of Sections 3 & 4, Township 4 North, Range 40 East, of Boise Meridian, being more particularly described as follows: Commencing at a rebar with a plastic cap found marking the Southeast Corner of said Section 4; thence North 00°00'40" West, a distance of 1,299.42 feet with the East line of said Section 4 to a point; thence North 89°59'20" East, a distance of 131.66 feet to the point of beginning; thence North 09°14'43" East, a distance of 69.63 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence North 14°19'43" West, a distance of 156.31 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence North 02°32'41" West, a distance of 259.29 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence North 00°11'21" West, a distance of

85.75 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence North 02°14'19" East, a distance of 110.59 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence with an arc of a curve to the left having a delta angle of 47°21'18", a radius of 178.18 feet, an arc length 147.27 feet, with a chord bearing of North 21°26'20" West, with a chord distance of 143.11 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence North 41°00'09" West, a distance of 248.41 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence North 45°39'52" West, a distance of 90.62 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence North 64°15'16" East, a distance of 252.06 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence North 24°10'13" West, a distance of 180.92 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence North 59°53'23" East, a distance of 140.84 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South 24°15'46" East, a distance of 306.12 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South 31°45'41" East, a distance of 184.24 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South 40°20'12" East, a distance of 284.57 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South 27°39'05" East, a distance of 187.92 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South 03°55'32" West, a distance of 63.20 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South 15°20'13" East, a distance of 203.75 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South 41°06'46" East, a distance of 142.92 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South 27°16'51" West, a distance of 256.67 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence North 88°49'58" West, a distance of 479.89 feet to the point of beginning.

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Tract Three:

Situated in the State of Idaho, County of Madison, being part of the Southwest Quarter of Section 3, Township 4 North, Range 40 East, Boise Meridian, being more particularly described as follows:

Beginning at a rebar with an aluminum cap set marking the Center Quarter corner of said Section 3; thence South $00^{\circ}12'44''$ East, a distance of 1,318.77 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South $89^{\circ}46'29''$ West, a distance of 710.25 feet to a rebar with a plastic cap set stamped, "PLS 13856" on the East right of way of Union Pacific Railroad; thence with the East right of way of said Union Pacific Railroad the following three (3) courses:

- 1) thence North $00^{\circ}27'07''$ West, a distance of 551.84 feet to a rebar with a plastic cap set stamped, "PLS 13856" marking a point of spiral, Station 1157+30.1;
- 2) thence with a spiral curve to the left having a delta angle of $0^{\circ}30'10''$, a radius of 6,913.33 feet, an arc length 60.65 feet, with a chord bearing of North $00^{\circ}42'12''$ West, with a chord distance of 60.65 feet to a point of curve, Station 1168+70.1;
- 3) thence with an arc of a curve to the left having a radius of 2,278.58 feet and a delta angle of $18^{\circ}06'48''$, an arc length of 720.35, with a chord bearing of North $10^{\circ}00'41''$ West, a distance of 717.35 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence North $89^{\circ}49'06''$ East, a distance of 835.17 feet to the point of beginning.

Tract Four:

Situated in the State of Idaho, County of Madison, being part of the South Half of Section 3, Township 4 North, Range 40 East, Boise Meridian, being more particularly described as follows: Beginning at a rebar with an aluminum cap set marking the South Quarter corner of said Section 3; thence South $89^{\circ}43'53''$ West, a distance of 528.07 feet to a rebar with a plastic cap set stamped, "PLS 13856" on the East right of way of Union Pacific Railroad; thence with the East right of way of said Union Pacific Railroad the following seven (7) courses:

- 1) thence along a non-tangent curve to the left, having a delta angle $1^{\circ}49'04''$, a radius of 1,482.39 feet, an arc length of 47.03 feet, with a chord bearing of North $13^{\circ}35'47''$ West, and a chord length of 47.03 feet to a point of spiral, Station 1175+87.5;
- 2) thence along a spiral to the left, having a delta angle $02^{\circ}10'07''$, a radius of 2,820.21 feet, an arc length of 106.75 feet, with a chord bearing of North $15^{\circ}53'49''$ West, and a chord length of 106.74 feet to a rebar with a plastic cap set stamped, "PLS 13856", Station 1174+82.5;
- 3) thence North $16^{\circ}36'07''$ West, a distance of 146.40 feet to a rebar with a plastic cap set stamped, "PLS 13856" marking a point of spiral, Station 1173+36.1;

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4) thence with a spiral curve to the right having a delta angle of $00^{\circ}29'50''$, a radius of 6,838.68 feet, an arc length of

59.35 feet, with a chord bearing of North $16^{\circ}21'12''$ West, with a chord distance of 59.35 feet to a point of curve, Station 1172+76.1;

5) thence with a curve to the right having a radius of 2,167.46 feet, a delta angle of $15^{\circ}09'17''$, an arc length 573.29 feet, with a chord bearing of North $8^{\circ}31'39''$ West, a distance of 571.62 feet to a point of spiral, Station 1166+90.1;

6) thence with a spiral curve to the right having a radius of 6,827.58 feet, a delta angle of $00^{\circ}29'54''$, an arc length of 59.38 feet, with a chord bearing North $00^{\circ}42'12''$ West, a distance of 59.38 feet to a rebar with a plastic cap set stamped, "PLS 13856", Station 1166+30.1;

7) thence North $00^{\circ}27'07''$ West, a distance of 348.16 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence North $89^{\circ}46'29''$ East, a distance of 710.25 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence North $00^{\circ}12'44''$ West, a distance of 1,318.77 feet to a rebar with an aluminum cap set marking the Center Quarter corner of said Section 3; thence North $89^{\circ}49'06''$ East, a distance of 71.90 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South $28^{\circ}41'56''$ East, a distance of 523.52 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence North $89^{\circ}49'06''$ East, a distance of 1,000.00 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South $00^{\circ}10'27''$ East, a distance of 859.13 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South $89^{\circ}50'03''$ West, a distance of 330.26 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South $00^{\circ}11'01''$ East, a distance of 1,319.04 feet to a rebar with a plastic cap set stamped, "PLS 13856"; thence South $89^{\circ}51'00''$ West, a distance of 990.11 feet to the point of beginning.

Parcel 2:

Township 4 North, Range 40 East, Boise Meridian, Madison County, Idaho
Section 10: Northwest Quarter Northwest Quarter; Northeast Quarter Northwest Quarter lying West of Railroad Right-of-Way.

Parcel 3:

Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho

Section 33: South Half Southeast Quarter;

Also: that part of the North Half Southeast Quarter lying South of the existing County Road, described as follows: Beginning at the Southeast corner of Northeast Quarter Southeast Quarter of Section 33, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho, and running thence North 20 rods more or less to the existing county road; thence Southwesterly along

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said county road to a point on the North line of Southwest Quarter Southeast Quarter, which is 70 rods East more or less from the Northwest corner of Southwest Quarter Southeast Quarter of said Section; thence East 90 rods more or less to the point of beginning.

Excepting Therefrom: Commencing at the Northwest Corner of the Southwest Quarter of the Southeast Quarter of Section 33, Township 5 North, Range 40 East Boise Meridian, thence East 1188 feet more or less to the West boundary of the existing county road; thence in a Southerly direction along the existing county road to the North/South boundary line; thence North to the point of beginning.

Also Excepting Therefrom: A parcel of land situated in Madison County, State of Idaho, Township 5 North, Range 40 East of the Boise Meridian, Section 33, more particularly described as follows: Beginning at the Southwest corner of Section 33, Township 5 North, Range 40 East Boise Meridian. Thence North 00°00'00" East along the West line of Section 33 for a distance of 595.00 feet; thence North 90°00'00" East for a distance of 3355.00 feet to the true point of beginning. Thence North 90°00'00" East for a distance of 880.00 feet; thence North 00°00'00" East for a distance of 250.00 feet; thence North 35°00'00" West for a distance of 592.13 feet to the Southerly Right-of-Way line of an existing County Road, said point being on a curve to the left: Delta = 04°19'08" Radius = 6370.00' Arc Length = 480.16' Tangent = 240.20' for a Chord Bearing of South 39°14'07" West and a distance of 480.05 feet to the end of said curve; thence South 37°04'33" West along said Right-of-Way for a distance of 24.87 feet; thence South 36°34'02" West along said Right-of-Way for a distance of 32.01 feet; thence South 35°42'12" West along said Right-of-Way for a distance of 99.77 feet to the beginning of a curve to the right: Delta = 25°51'47" Radius = 430.00' Arc Length = 194.10' Tangent = 98.73' for a chord bearing of South 48°38'06" West and a distance of 192.46 feet; thence South 00°00'00" West for a distance of

109.47 feet to the true point of beginning.

Also Excepting Therefrom:

A parcel of land situate in Madison County, State of Idaho, Township 5 North, Range 40 East of the Boise Meridian, Section 33: Beginning at the Southwest Corner of said Section 33, said point being monumented with an Aluminum Cap, Recorded as Instrument No. 421104 in the Madison County Clerk's Office; thence North 00°07'44" East (Record = North 00°00'00" East) along the West line of said Section 33 for a distance of 595.00 feet; thence South 89°52'16" East (Record = South 90°00'00" East) for a distance of 3158.00 feet to the true point of beginning. Thence North 54°26'09" West for a distance of 109.35 feet to the point on a Non Tangent Curve Left; thence along said Curve, Delta = 11°25'00" Radius = 539.00' Arc = 107.40' for a chord distance of 107.22 feet and a chord bearing of South 87°11'00" East to the Beginning of a curve left; thence along said curve, Delta = 25°00'00" Radius = 430.00' Arc = 187.62' for a chord distance of 186.14 feet and a chord bearing of North 74°11'43" East; thence South 00°07'44" West (Record South 00°00'00" West) for a distance of 109.47 feet; thence North 89°52'16" West (Record = South

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90°00'00" West) for a distance of 197.00 feet to the true point of beginning.

Also Excepting Therefrom: A parcel of land situate in Madison County, State of Idaho, Township 5 North, Range 40 East of the Boise Meridian, Section 33: Beginning at the Southwest Corner of said Section 33, said point being monumented with an aluminum cap, recorded as Instrument No. 421104 in the Madison County Clerk's Office; thence North 00°07'44" East (Record = North 00°00'00" East) along the West line of said Section 33 for a distance of 595.00 feet; thence South 89°52'16" East (Record = South 90°00'00" East) for a distance of 3655.00 feet the true point of beginning. Thence South 89°52'16" East (Record = South 90°00'00" East) for a distance of 580.00 feet; thence South 00°07'44" West for a distance of 238.00 feet; thence North 89°52'16" West for a distance of 305.00 feet; thence North 48°59'47" West for a distance of 363.69 feet to the true point of beginning.

Excepting Therefrom Parcels 1, 2, & 3 above: County road right of ways and any portion deeded to the Oregon Short Line Railroad Company, in that certain Final Order of Condemnation, recorded October 12, 1914 in Book 2 at Page 2, Official Records of Madison County, Idaho.

Exhibit B (Permitted Exceptions)

1. Intentionally omitted.
2. Intentionally omitted.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title to the Subject Property that would be disclosed by an accurate and complete land survey of the Subject Property.
4. Easements, or claims of easements, not shown by the public records.
5. (a) Unpatented mining claims; and (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, whether or not the matters excepted under (a), (b) are shown by the public records.
6. Intentionally omitted.
7. Intentionally omitted.

The following matters affect Section 3:

8. Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable.
9. Liens, levies and assessments of the Fall River Rural Electric Cooperative, Inc., an Idaho Rural Electric Cooperative, together with rights, powers and easements of said cooperative.
10. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the Subject Property.
11. With respect to all parcels of the Subject Property previously conveyed by the state of Idaho subject to a reservation of minerals, including but not limited to metals, oil, gas, coal, stone and mineral rights, and mining rights (hereinafter collectively "Mineral Rights"), the Subject Property does not include, and is subject to the claims of others in, all Mineral Rights in or under said Subject Property.

12. Intentionally omitted.
13. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a document that certain Final Order of Condemnation, which was recorded in Madison County, Idaho on October 12, 1914 in Book 2, Page 2 (Affects Railroad property)
14. Exceptions and reservations contained in the deed from the State of Idaho wherein mineral rights are reserved to the state (47-701 Idaho Code), which was recorded in Madison County, Idaho on July 29, 1987 as Instrument No.: 222018.
15. Exceptions and reservations contained in the deed from the State of Idaho wherein mineral rights are reserved to the state (47-701 Idaho Code), which was recorded in Madison County, Idaho on July 29, 1987 as Instrument No.: 222019.
16. Exceptions and reservations contained in the deed from the State of Idaho wherein mineral rights are reserved to the state (47-701 Idaho Code), which was recorded in Madison County, Idaho on July 29, 1987 as Instrument No. 222020.
17. Exceptions and reservations contained in the deed from the State of Idaho wherein mineral rights are reserved to the state (47-701 Idaho Code), which was recorded in Madison County, Idaho on July 29, 1987 as Instrument No. 222021.
18. Exceptions and reservations contained in the deed from the State of Idaho wherein mineral rights are reserved to the state (47-701 Idaho Code), which was recorded in Madison County, Idaho on July 29, 1987 as Instrument No. 222022.
19. Agreement and the terms and conditions contained therein between Fall River Rural Electric Cooperative, Inc. and Jim Washburn, which was recorded in Madison County, Idaho on August 12, 1991 as Instrument No. 238490.
20. An easement granted to Fall River Rural Electric Cooperative, Inc. for the purpose of an electric line right-of-way easement, which was recorded in Madison County, Idaho on May 24, 1993 as Instrument No. 246926.
21. Agreement for electric service on and the terms and conditions contained therein between Fall River Rural Electric Cooperative, Inc. and: J R Byrne, which was recorded in Madison County, Idaho on May 24, 1993 as Instrument No. 246928.

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22. An easement for the purpose of electric line right-of-way easement granted to Fall River Rural Electric Cooperative, Inc., which was recorded in Madison County, Idaho on April 27, 2004 as Instrument No. 311645.
 23. Agreement for electric service-residential on the terms and conditions contained therein between Fall River Rural Electric Cooperative, Inc. and J.R. Byrne, which was recorded in Madison County, Idaho on April 27, 2004 as Instrument No. 311649.
 24. An easement for electric line right-of-way easement granted to Fall River Rural Electric Cooperative, Inc., which was recorded in Madison County, Idaho on June 30, 2004 as Instrument No. 313030.
 25. Agreement for electric service-residential on the terms and conditions contained therein between Fall River Rural Electric Cooperative, Inc. and Jeremy Twitchell, which was recorded in Madison County, Idaho on June 30, 2004 as Instrument No. 313043.
 26. Rights, interests, or claims which may exist or arise by reason of the fact(s) shown on a survey plat entitled J.R. Byrne Family Trust, dated December 19, 2019, which was prepared by Teton View Surveying, and which was recorded in Madison County, Idaho on December 20, 2019 as Instrument No. 427885, including without limitation the existence and location of the boundary line/Union Pacific Railroad/easements.
 27. Rights, interests, or claims which may exist or arise by reason of the fact(s) shown on a survey plat entitled J.R. Byrne Family Trust, dated December 19, 2019, which was prepared by Teton View Surveying, and which was recorded in Madison County, Idaho on December 19, 2019 as Instrument No.: 427892, including without limitation boundary lines/easements.
 28. Intentionally omitted.
 29. Intentionally omitted.
- The following matters affect Section 4:
30. Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable.
 31. Liens, levies and assessments of the Fall River Rural Electric Cooperative, Inc., an Idaho Rural Electric Cooperative, together with rights, powers and easements of said cooperative.
 32. Ditch, road and public utility easements as the same may exist over said premises.

WARRANTY DEED – PAGE 12

33. Rights of the public in and to that portion of the premises lying within county road right of way.
34. Right-of-way for ditch/canal and the rights of access thereto for maintenance of said ditch/canal.
35. Intentionally omitted.
36. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a Final Order of Condemnation, which was recorded in Madison County, Idaho on October 12, 1914, Book 2, Page 2 (affects Railroad property).
37. An easement granted to J.R. and Joyce Byrne for public utilities, which was recorded in Madison County, Idaho on February 16, 1990 as Instrument No. 232565.
38. An easement granted to Fall River Rural Electric Cooperative, Inc. for the purpose of electric line right-of-way easement, which was recorded in Madison County, Idaho on February 16, 1990 as Instrument No. 232569.
39. An easement granted to Fall River Rural Electric Cooperative, Inc. for the purpose of an electric line right-of-way, which was recorded in Madison County, Idaho on May 20, 2008 as Instrument No. 345991.
40. Agreement for electric service on the terms and conditions contained therein between Fall River Rural Electric Cooperative, Inc. and Randon Run GP, which was recorded in Madison County, Idaho on May 20, 2008 as Instrument No. 345995.
41. An easement granted to Fall River Rural Electric Cooperative, Inc. for the purpose of an electric line right of way, which was recorded in Madison County, Idaho on June 11, 2015, as Instrument No. 395956.
42. Rights, interests, or claims which may exist or arise by reason of the fact(s) shown on a survey plat entitled J.R. Byrne Family Trust, dated November 8, 2018, which was prepared by Teton View Surveying, and which was recorded in Madison County, Idaho on November 26, 2018 as Instrument No. 420205, including: boundary lines/easements/fence lines.
43. Intentionally omitted.

WARRANTY DEED – PAGE 13

The following matters affect Section 10:

44. Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable.
45. Ditch, road and public utility easements as the same may exist over said premises.
46. Rights of the public in and to that portion of the premises lying within county road right of way.
47. Intentionally omitted.
48. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a Final Order of Condemnation, which was recorded in Madison County, Idaho on October 12, 1914, Book 2, Page 2 (affects Railroad property).
49. Intentionally omitted.
50. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the Subject Property.
51. With respect to all parcels of the Subject Property previously conveyed by the state of Idaho subject to a reservation of minerals, including but not limited to metals, oil, gas, coal, stone and mineral rights, and mining rights (hereinafter collectively "Mineral Rights"), the Subject Property does not include, and is subject to the claims of others in, all Mineral Rights in or under said Subject Property.
52. Exceptions and reservations contained in the deed from the State of Idaho wherein mineral rights are reserved to the state (47-701 Idaho Code), which was recorded in Madison County, Idaho on July 29, 1987 as Instrument No. 222022.

The following matters affect Section 33:

53. Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable.
54. Levies and assessments of the SunnyDell Irrigation District, and the rights, powers and easements of said district as by law provided.

55. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the Subject Property.
56. Ditch, road and public utility easements as the same may exist over said premises.
57. Rights of the public in and to that portion of the premises lying within county road right of way.
58. Right-of-way for canal and the rights of access thereto for maintenance of said canal.
59. Intentionally omitted.
60. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a Final Order of Condemnation, which was recorded in Madison County, Idaho on October 12, 1914, Book 2, Page 2 (affects Railroad property).
61. The provisions contained in Construction, Survey & Exploration Permit, which was recorded in Madison County, Idaho on May 1, 1975 as Instrument No. 155936.



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

June 05, 2020

HARD WAY LP
5313 S 5700 W
REXBURG ID 83440-4225

Re: Change in Ownership for Water Right No(s): 22-7654, 22-7706

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.

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) 497-3779.

Sincerely,

Cher Ramos
Technical Records Specialist

Enclosure(s)

cc: Water District 100
Madison Ground Water District