

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**RECEIVED**  
**MAY 20 2020**

**Notice of Change in Water Right Ownership**

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?
13-2213 <i>OK</i>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
<i>update Pole</i>	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"/>
	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: JOHN J. KING  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): J & F KING FARM INC  
New owner(s) as listed on the conveyance document      Name connector ☐ and ☐ or ☐ and/or
- 8169 W HWY 36      WESTON      ID      83286  
Mailing address      City      State      ZIP
- 208-747-3916      \_\_\_\_\_  
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: 5/23/2011 AND 5/24/2011
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:  
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.  
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).  
☒ Filing fee (see instructions for further explanation):  
     ☐ \$25 per *undivided* water right.  
     ☐ \$100 per *split* water right.  
     ☐ No fee is required for pending adjudication claims.  
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.  
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.
8. Signature: Geraldine K. Hummel      PRESIDENT      05-18-2020  
Signature of new owner/claimant      Title, if applicable      Date
- Signature: \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Signature of new owner/claimant      Title, if applicable      Date

**For IDWR Office Use Only:**

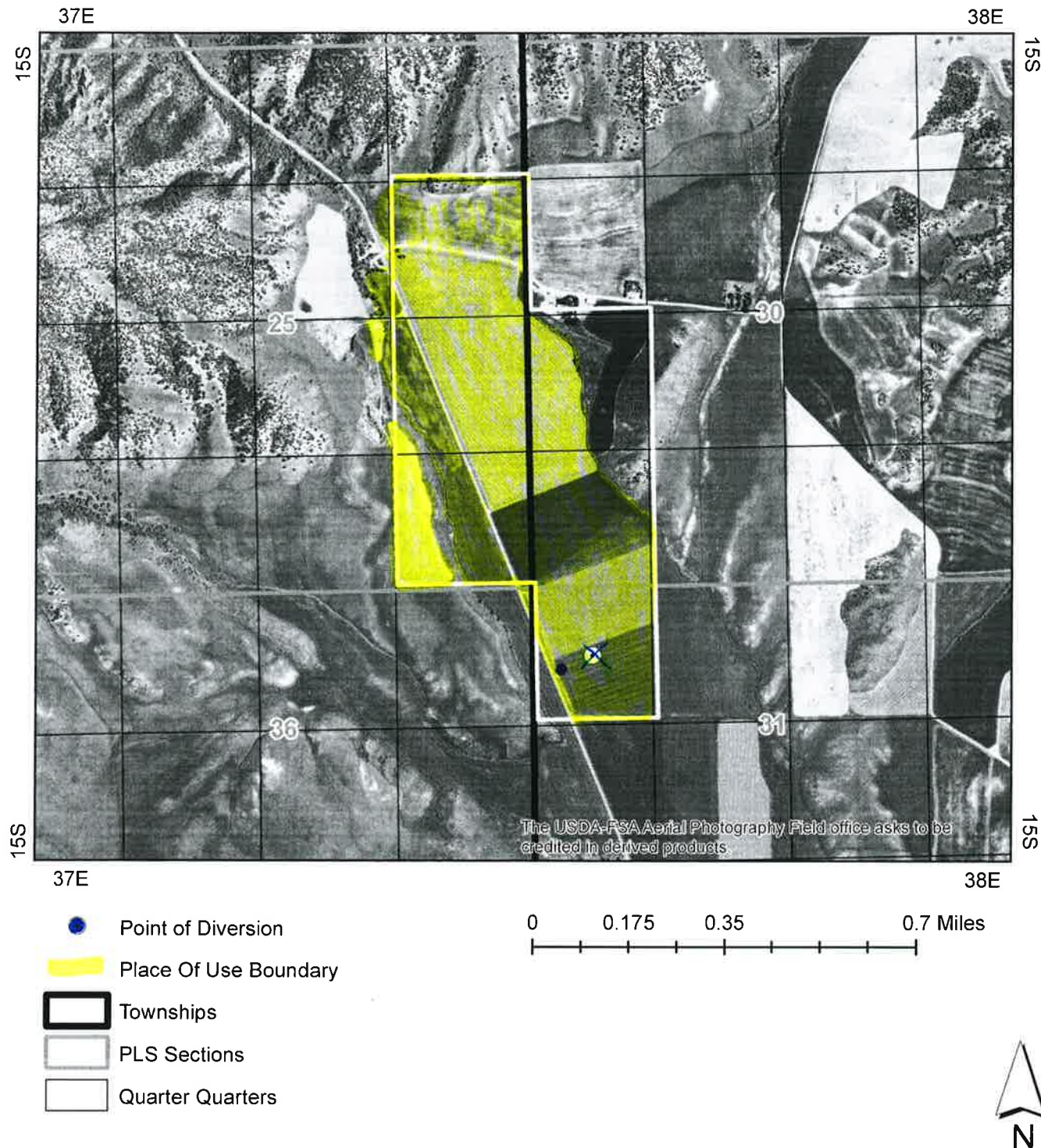
Received by M. Pettis      Date 5-20-20      Receipt No. E045931      Receipt Amt. 25.00  
 Active in the Water Supply Bank? Yes ☐ No ☐      If yes, forward to the State Office for processing      W-9 received? Yes ☐ No ☐  
 Name on W-9 \_\_\_\_\_      Approved by JB      Processed by CR      Date 6/1/2020

State of Idaho  
Department of Water Resources

# Water Right 13-2213

## IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



252502 1-4

X

Recorded at the request of

Fuller & Fuller

a.m. **AUG 09 2011** p.m. 3:33

SHAUNA T. GEDDES, RECORDER  
By [Signature] Deputy  
FRANKLIN COUNTY, IDAHO

**CORRECTED**  
**TRUSTEE'S DEED**

251992

**THIS DEED** made this 4 day of August, 2011, between **J. ALLEN KING, Trustee of the FAWN KING FAMILY TRUST**, hereinafter called "Grantor" and **J & F KING FARM, INC.**, hereinafter called "Grantee", whose address is 8169 West Hwy 36, Weston, ID 83286.

WHEREAS, J. Allen King is the duly appointed and acting Trustee of the Fawn King Family Trust.

NOW, THEREFORE, WITNESSETH, that the said Grantors, for valuable consideration, and for the purpose of distributing certain real property from the Fawn King Family Trust, do by these presents hereby distribute, grant, bargain, sell, convey, and confirm unto the said Grantee, and its successors and assigns forever, a 72.3742% undivided interest in that certain parcel of land, situate, lying and being in Franklin County, State of Idaho, and more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO**

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders rents, issues and profits thereof;

SUBJECT TO all easements, rights of way, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record,

252502 2-4

and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantees, and to the Grantees' heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that the Trust is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that the said Trust will warrant and defend the same from all claims whatsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

**FAWN KING FAMILY TRUST**

By:

  
J. ALLEN KING, Trustee

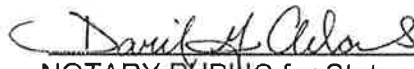
STATE OF IDAHO

)  
) ss.

County of ~~Franklin~~ BONNEVILLE )

On this 4<sup>th</sup> day of August, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **J. Allen King**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Fawn King Family Trust and acknowledged to me that he executed the same as Trustee of the said Trust.



  
NOTARY PUBLIC for State of Idaho  
Residing at: IDAHO FALLS, ID  
Comm. Expires: 12/22/2012

**Exhibit "A"**

Township 15 South, Range 38 East of the Boise Meridian

#1558.00 Section 28: W½SW¼  
 #1559.00 Section 29: E½SE¼  
 #1579.00 Section 32: NE¼SE¼; SE¼NE¼  
 #1580.00 Section 33: W½NW¼

**INCLUDING:**

#1556.00 #1560.00  
 The West Half of the Northwest Quarter of Section 28, and the East Half of the Northeast Quarter of Section 29, Township 15 South, Range 38 East of the Boise Meridian.

**ALSO INCLUDING:**

Part of #1569.00 TN 4  
 The East Half of the Southeast Quarter and all of that portion of the West Half of the Southeast Quarter lying North of the Old County Road, in Section 30, and the Southwest Quarter of the Northwest Quarter and the West Half of the Southwest Quarter of Section 29, Township 15 South, Range 38 East of the Boise Meridian. #1560.00

**ALSO INCLUDING:**

Part #1570.00 Part #1569.00  
 Lot 1 of Section 31, and Lots 2, 3 and 4 in Section 30, also the Northwest Quarter of the Northeast Quarter of Section 31, all in Township 15 South, Range 38 East of the Boise Meridian. Part #1570.00

Part of #1369.00 TN 3  
 Also, commencing at a point 80 rods West from the Southeast corner of Section 30, Township and Range aforesaid; and running thence West 80 rods; thence North to a point where it intersects with County road; thence in a Southeasterly direction along said County road to a point where said road intersects with the East line of the Southwest quarter of the Southeast quarter of said Section, Township and Range; thence running South along said line to place of beginning.

#1434.00  
 Also, the East half of the Southeast quarter of Section 25; and the South half of the Northeast quarter of Section 25, Township 15 South, Range 37 East of the Boise Meridian, containing in all 400 acres, more or less, being in Sections 25, 30 and 31.

Together with all water rights of every nature from all the springs on the above-described property.

**EXCEPTING THEREFROM:**

Township 15 South, Range 37 East of the Boise Meridian

Section 25: Commencing at a point North 299.3 feet, more or less, and West 1366 feet, more or less, from the Southeast corner of the NE¼ of Section 25, #1434.01 which point is the West boundary line of the County Road, and running thence North 21°34' West along said County Road 385.7 feet, thence



252502 4-4

South 68°26' West 184 feet, thence South 16°49'30" East 387.02 feet,  
thence North 68°26' East 216 feet to the point of beginning.

ALSO EXCEPTING:

Township 15 South, Range 38 East of the Boise Meridian

Section 30: Commencing at a point 1158 feet, more or less, South of the Northeast  
corner of Government Lot 2 in Section 30, said point also being the North  
right of way line of a County road; and running thence North 208 feet;  
thence West 208 feet; thence South to the North right of way line of said  
County Road; thence Southeast along said right of way line to the point of  
beginning.

ALSO EXCEPTING:

Township 15 South, Range 38 East of the Boise Meridian

Section 30: Commencing at a point approximately 1158 feet South and 672 feet West  
of the Northeast corner of Government Lot 2, said point being located on  
the South right of way line of a county road, thence running South 255  
feet; thence West 393 feet, thence North 198 feet; thence East 144 feet,  
thence North 57 feet, more or less, to the South right of way line of a  
county road, thence East 249 feet, more or less, along the South right of  
way line of a county road to the point of beginning.

ALSO EXCEPTING

#1576.01

Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter of  
Section 31, Township 15 South, Range 38 East of the Boise Meridian, running thence East 16  
rods, more or less, to the West property line of the County Road, thence Northwesterly along said  
road to a point 43 rods, more or less, North of the point of beginning, thence South 43 rods, more  
or less to the point of beginning.

subject to BLA #248137 #1434.00  
referred to in #251992

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**THIS DEED IS BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION BY  
ADDING AN ADDITIONAL EXCEPTION ON THAT CERTAIN DEED DATED MAY  
23, 2011 AND RECORDED MAY 26, 2011 AS INSTRUMENT NO. 251992 IN THE  
LAND RECORDS OF FRANKLIN COUNTY, IDAHO.**

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252501 124

Y

Recorded at the request of

Fuller & Fuller

a.m. AUG 09 2011 p.m. 3:25

SHAUNA T. GEDDES, RECORDER  
By C. Davis Deputy  
FRANKLIN COUNTY, IDAHO

**CORRECTED**  
**PERSONAL REPRESENTATIVE'S DEED**

251991

THIS DEED made this 4 day of August, 2011, between **J. ALLEN KING**, as Personal Representative of the Estate of **JOHN J. KING**, deceased, hereinafter called "Grantor" and **J & F KING FARM, INC.**, hereinafter called "Grantee", whose address is 8169 West Hwy 36, Weston, Idaho 83286.

WHEREAS, J. Allen King is the duly appointed and acting Personal Representative of the Estate of John J. King, deceased, having been appointed in Case No. CV-06-234 by the Magistrate Court of the Sixth Judicial District in Franklin County, Idaho on the 26<sup>th</sup> day of May, 2006; and,

NOW, THEREFORE, WITNESSETH, that the said Grantor, for valuable consideration, and for the purpose of distributing certain real property from the Estate of JOHN J. KING, deceased, do by these presents hereby distribute, bargain, sell, convey, and confirm unto the said Grantee and its successors and assigns forever, 27.6258% undivided interest in that certain parcel of land, situate, lying and being in Franklin County, State of Idaho, as follows:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders rents, issues and profits thereof;

TO HAVE AND TO HOLD, all and singular the said premises together with the appurtenances unto the Grantees, their heirs and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

**ESTATE OF JOHN J. KING**


By:

  
J. ALLEN KING  
Personal Representative

STATE OF IDAHO )  
 ) ss.  
County of ~~Franklin~~ BONNEVILLE )

On this 4<sup>th</sup> day of August, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **J. ALLEN KING**, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of JOHN J. KING and acknowledged to me that he executed the same as Personal Representative of the Estate of JOHN J. KING.



  
NOTARY PUBLIC for State of Idaho  
Residing at: IDAHO FALLS, ID  
Comm. Expires: 12/22/2012



252501 3-4

**Exhibit "A"**

Township 15 South, Range 38 East of the Boise Meridian

#1558.00 Section 28: W½SW¼  
#1559.00 Section 29: E½SE¼  
#1579.00 Section 32: NE¼SE¼; SE¼NE¼  
#1580.00 Section 33: W½NW¼

**INCLUDING:**

#1556.00 #1560.00  
The West Half of the Northwest Quarter of Section 28, and the East Half of the Northeast Quarter of Section 29, Township 15 South, Range 38 East of the Boise Meridian.

**ALSO INCLUDING:**

Part of #1569.00 TN 4  
The East Half of the Southeast Quarter and all of that portion of the West Half of the Southeast Quarter lying North of the Old County Road, in Section 30, and the Southwest Quarter of the Northwest Quarter and the West Half of the Southwest Quarter of Section 29, Township 15 South, Range 38 East of the Boise Meridian. #1560.00

**ALSO INCLUDING:**

Part #1570.00 Part #1569.00  
Lot 1 of Section 31, and Lots 2, 3 and 4 in Section 30, also the Northwest Quarter of the Northeast Quarter of Section 31, all in Township 15 South, Range 38 East of the Boise Meridian. Part #1570.00

Part #1569.00 TN 3  
Also, commencing at a point 80 rods West from the Southeast corner of Section 30, Township and Range aforesaid; and running thence West 80 rods; thence North to a point where it intersects with County road; thence in a Southeasterly direction along said County road to a point where said road intersects with the East line of the Southwest quarter of the Southeast quarter of said Section, Township and Range; thence running South along said line to place of beginning.

#1434.00  
Also, the East half of the Southeast quarter of Section 25; and the South half of the Northeast quarter of Section 25, Township 15 South, Range 37 East of the Boise Meridian, containing in all 400 acres, more or less, being in Sections 25, 30 and 31.

Together with all water rights of every nature from all the springs on the above-described property.

**EXCEPTING THEREFROM:**

Township 15 South, Range 37 East of the Boise Meridian

#1434.01  
Section 25: Commencing at a point North 299.3 feet, more or less, and West 1366 feet, more or less, from the Southeast corner of the NE¼ of Section 25, which point is the West boundary line of the County Road, and running thence North 21°34' West along said County Road 385.7 feet, thence

252501 4-4

South 68°26' West 184 feet, thence South 16°49'30" East 387.02 feet,  
thence North 68°26' East 216 feet to the point of beginning.

ALSO EXCEPTING:

Township 15 South, Range 38 East of the Boise Meridian

Section 30: Commencing at a point 1158 feet, more or less, South of the Northeast corner of Government Lot 2 in Section 30, said point also being the North right of way line of a County road; and running thence North 208 feet; thence West 208 feet; thence South to the North right of way line of said County Road; thence Southeast along said right of way line to the point of beginning.

#1569.01

ALSO EXCEPTING:

Township 15 South, Range 38 East of the Boise Meridian

Section 30: Commencing at a point approximately 1158 feet South and 672 feet West of the Northeast corner of Government Lot 2, said point being located on the South right of way line of a county road, thence running South 255 feet; thence West 393 feet, thence North 198 feet; thence East 144 feet, thence North 57 feet, more or less, to the South right of way line of a county road, thence East 249 feet, more or less, along the South right of way line of a county road to the point of beginning.

#1569.02

ALSO EXCEPTING

#1570.01

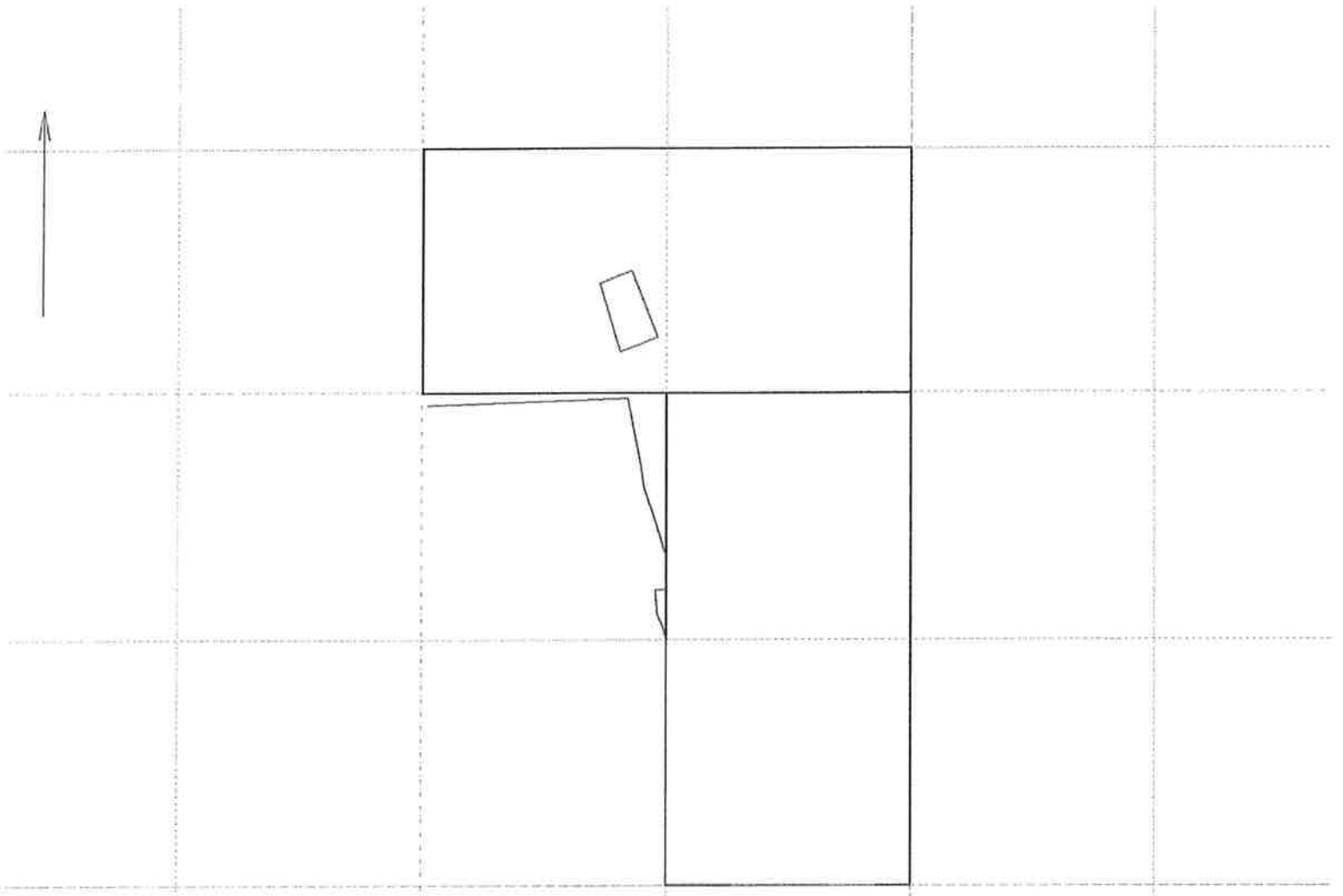
Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 31, Township 15 South, Range 38 East of the Boise Meridian, running thence East 16 rods, more or less, to the West property line of the County Road, thence Northwesterly along said road to a point 43 rods, more or less, North of the point of beginning, thence South 43 rods, more or less to the point of beginning.

subject to a BLA #248137 #143400  
referred to in #251991

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**THIS DEED IS BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION BY  
ADDING AN ADDITIONAL EXCEPTION ON THAT CERTAIN DEED DATED MAY  
24, 2011 AND RECORDED MAY 26, 2011 AS INSTRUMENT NO. 251991 IN THE LAND  
RECORDS OF FRANKLIN COUNTY, IDAHO.**

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Title:		Date: 09-19-2011
Scale: 1 inch = 900 feet	File: J & F KING FARM INC 252501,2 #1434.des	
+Tract 1: 80.000 Acres: 3484800 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 7920 Feet Tract 2: 80.000 Acres: 3484800 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 7920 Feet Tract 3: 1.771 Acres: 77140 Sq Feet: Closure = s37.4015w 0.01 Feet: Precision =1/131481: Perimeter = 1173 Feet Tract 4: 0.962 Acres: 41913 Sq Feet: Closure = s43.1155e 3532.37 Feet: Precision =1/ 1: Perimeter = 4907 Feet Net Area= 80.000 Acres: 3484800 Sq Feet		
001=/SE,SE,SE,25,15S,37E	014=N00E 1320.00	027=N89.39W 1126.21
002=/N00E 2640.00	015=N90E 2640.00	028=N.08W 1318.53
003=/N90W 0.00	016=@0- #1434.01	029=N12.44W 58.90
004=S00W 2640.00	017=/SE,NE,25,15S,37E	030=N23.07W 78.50
005=N90W 1320.00	018=/N0E 299.3	031=N05.19W 131.92
006=N00E 2640.00	019=/N90W 1366	032=N90E 55.43
007=N90E 1320.00	020=N21.34W 385.7	033=N.08W 188
008=@0+ s,ne,25,15s,37e	021=S68.26W 184	034=N16.3830W 183
009=/SE,SE,SE,25,15S,37E	022=S16.4930E 387.02	035=N19.1202W 193.21
010=/N00E 3960.00	023=N68.26E 216	036=N08.1015W 124
011=/N90W 0.00	024=@0 BLA 248137	037=N11.0430W 364.75
012=S00W 1320.00	025=/SE,25,15S,37E	038=S88W 1084.74
013=N90W 2640.00	026=/S89.39W 192.79	

25

25

U.S.A.

25

Highway - Western Canyon

#1434.00

John C. Bingham  
151248  
1/17/92

J & F King  
Farm Inc

#1437.00

Sterling Bingham Fam. Trst 50%  
Cherry Canyon Ranch LLC 50%

129912	234136
173283 Trust	234536
192748 Trust	234641
227084	241233
233517	241232.9
233670	

#1436.00

50% Sterling Bingham  
50% Cherry Canyon Ranch

234136	167338
234536	173283
234641	227084
241233	233517
241232.9	233670

#1432.00

Sterling Bingham Family Trust 50%  
Cherry Canyon Ranch LLC 50%

164801	234136
173283 Trust	234536
192748 Trust	234641
227084	241233
233517	241232.9
233670	

49-591  
251169  
251991.2  
253501.2

BLA 248137

BLA 248137

#1442.00

Sterling Bingham Family Trust 50%  
Cherry Canyon Ranch LLC 50%

Wayne Bingham  
195063

#1570.01  
Bingham

164201

11:37 a.m. MAY 26 2011 p.m. \_\_\_\_\_

SHAUNA T. GEDDES, RECORDER  
By [Signature] Deputy  
FRANKLIN COUNTY, IDAHO**TRUSTEE'S DEED**

**THIS DEED** made this 23 day of May, 2011, between **J. ALLEN KING, Trustee of the FAWN KING FAMILY TRUST**, hereinafter called "Grantor" and **J & F KING FARM, INC.**, hereinafter called "Grantee", whose address is 8169 West Hwy 36, Weston, ID 83286.

WHEREAS, J. Allen King is the duly appointed and acting Trustee of the Fawn King Family Trust.

NOW, THEREFORE, WITNESSETH, that the said Grantors, for valuable consideration, and for the purpose of distributing certain real property from the Fawn King Family Trust, do by these presents hereby distribute, grant, bargain, sell, convey, and confirm unto the said Grantee, and its successors and assigns forever, a 72.3742% undivided interest in that certain parcel of land, situate, lying and being in Franklin County, State of Idaho, and more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO**

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders rents, issues and profits thereof;

SUBJECT TO all easements, rights of way, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record,


and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantees, and to the Grantees' heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that the Trust is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that the said Trust will warrant and defend the same from all claims whatsoever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

**FAWN KING FAMILY TRUST**

By:

  
J. ALLEN KING, Trustee

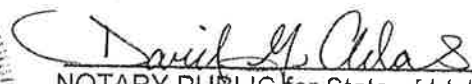
STATE OF IDAHO )

) ss.

County of ~~Franklin~~ BONNEVILLE )

On this      day of May, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **J. Allen King**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Fawn King Family Trust and acknowledged to me that he executed the same as Trustee of the said Trust.



  
NOTARY PUBLIC for State of Idaho  
Residing at: IDAHO FALLS, ID  
Comm. Expires: 12/22/2012



## Exhibit "A"

Township 15 South, Range 38 East of the Boise Meridian  
 #1558.00 Section 28: W½SW¼ -  
 #1559.00 Section 29: E½SE¼ -  
 #1579.00 Section 32: NE¼SE¼; - SE¼NE¼ -  
 #1580.00 Section 33: W½NW¼ -

## INCLUDING:

#1556.00 - #1560.00 -  
 The West Half of the Northwest Quarter of Section 28, and the East Half of the Northeast Quarter of Section 29, Township 15 South, Range 38 East of the Boise Meridian.

## ALSO INCLUDING:

Prt of #1569.00 TN4  
 The East Half of the Southeast Quarter and all of that portion of the West Half of the Southeast Quarter lying North of the Old County Road, in Section 30, and the Southwest Quarter of the Northwest Quarter and the West Half of the Southwest Quarter of Section 29, Township 15 South, Range 38 East of the Boise Meridian. #1560.00 -

## ALSO INCLUDING:

Prt of #1570.00 Prt #1569.00  
 Lot 1 of Section 31, and Lots 2, 3 and 4 in Section 30, also the Northwest Quarter of the Northeast Quarter of Section 31, all in Township 15 South, Range 38 East of the Boise Meridian. Prt of #1570.00

Prt of #1569.00 TN3  
 Also, commencing at a point 80 rods West from the Southeast corner of Section 30, Township and Range aforesaid; and running thence West 80 rods; thence North to a point where it intersects with County road; thence in a Southeasterly direction along said County road to a point where said road intersects with the East line of the Southwest quarter of the Southeast quarter of said Section, Township and Range; thence running South along said line to place of beginning.

#1434.00 Also, the East half of the Southeast quarter of Section 25; and the South half of the Northeast quarter of Section 25, Township 15 South, Range 37 East of the Boise Meridian, containing in all 400 acres, more or less, being in Sections 25, 30 and 31.

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South 68°26' West 184 feet, thence South 16°49'30" East 387.02 feet, thence North 68°26' East 216 feet to the point of beginning.

ALSO EXCEPTING:

Township 15 South, Range 38 East of the Boise Meridian

Section 30: Commencing at a point 1158 feet, more or less, South of the Northeast corner of Government Lot 2 in Section 30, said point also being the North right of way line of a County road; and running thence North 208 feet; thence West 208 feet; thence South to the North right of way line of said County Road; thence Southeast along said right of way line to the point of beginning.

#1569.01

ALSO EXCEPTING:

Township 15 South, Range 38 East of the Boise Meridian

Section 30: Commencing at a point approximately 1158 feet South and 672 feet West of the Northeast corner of Government Lot 2, said point being located on the South right of way line of a county road, thence running South 255 feet; thence West 393 feet, thence North 198 feet; thence East 144 feet, thence North 57 feet, more or less, to the South right of way line of a county road, thence East 249 feet, more or less, along the South right of way line of a county road to the point of beginning.

#1569.02

ALSO SUBJECT TO the terms and conditions of that certain "Boundary Line Agreement, Quitclaim Deed, and Easement Agreement" between the Fawn King Family Trust and the Estate of John J. King and Sterling A. Bingham and Nelda C. Bingham Family Trust and Cherry Canyon Ranch, LLC, recorded February 17, 2010 as Instrument No. 248137 in the records of Franklin County, Idaho.

needs exception for #1570.01 31-15-38 #140610

11:33 a.m. MAY 26 2011 p.m. \_\_\_\_\_

SHAUNA T. GEDDES, RECORDER  
By [Signature] Deputy  
FRANKLIN COUNTY, IDAHO

## PERSONAL REPRESENTATIVE'S DEED

THIS DEED made this 24 day of May, 2011, between J. ALLEN KING, as Personal Representative of the Estate of JOHN J. KING, deceased, hereinafter called "Grantor" and J & F KING FARM, INC., hereinafter called "Grantee", whose address is 8169 West Hwy 36, Weston, Idaho 83286.

WHEREAS, J. Allen King is the duly appointed and acting Personal Representative of the Estate of John J. King, deceased, having been appointed in Case No. CV-06-234 by the Magistrate Court of the Sixth Judicial District in Franklin County, Idaho on the 26<sup>th</sup> day of May, 2006; and,

NOW, THEREFORE, WITNESSETH, that the said Grantor, for valuable consideration, and for the purpose of distributing certain real property from the Estate of JOHN J. KING, deceased, do by these presents hereby distribute, bargain, sell, convey, and confirm unto the said Grantee and its successors and assigns forever, 27.6258% undivided interest in that certain parcel of land, situate, lying and being in Franklin County, State of Idaho, as follows:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders rents, issues and profits thereof;

TO HAVE AND TO HOLD, all and singular the said premises together with the appurtenances unto the Grantees, their heirs and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto sets his hand and seal the day and year first above written.

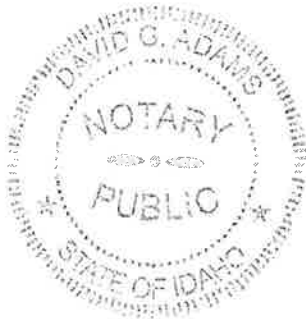
## ESTATE OF JOHN J. KING


By:

  
 J. ALLEN KING  
 Personal Representative

STATE OF IDAHO )  
 ) ss.  
 County of ~~Franklin~~ BONNEVILLE )

On this 24<sup>th</sup> day of May, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **J. ALLEN KING**, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of JOHN J. KING and acknowledged to me that he executed the same as Personal Representative of the Estate of JOHN J. KING.



  
 NOTARY PUBLIC for State of Idaho  
 Residing at: IDAHO FALLS, ID  
 Comm. Expires: 12/22/2012

**Exhibit "A"**

Township 15 South, Range 38 East of the Boise Meridian

Section 28:  $W\frac{1}{2}SW\frac{1}{4}$

Section 29:  $E\frac{1}{2}SE\frac{1}{4}$

Section 32:  $NE\frac{1}{4}SE\frac{1}{4}$ ;  $SE\frac{1}{4}NE\frac{1}{4}$

Section 33:  $W\frac{1}{2}NW\frac{1}{4}$

**INCLUDING:**

The West Half of the Northwest Quarter of Section 28, and the East Half of the Northeast Quarter of Section 29, Township 15 South, Range 38 East of the Boise Meridian.

**ALSO INCLUDING:**

The East Half of the Southeast Quarter and all of that portion of the West Half of the Southeast Quarter lying North of the Old County Road, in Section 30, and the Southwest Quarter of the Northwest Quarter and the West Half of the Southwest Quarter of Section 29, Township 15 South, Range 38 East of the Boise Meridian.

**ALSO INCLUDING:**

Lot 1 of Section 31, and Lots 2, 3 and 4 in Section 30, also the Northwest Quarter of the Northeast Quarter of Section 31, all in Township 15 South, Range 38 East of the Boise Meridian.

Also, commencing at a point 80 rods West from the Southeast corner of Section 30, Township and Range aforesaid; and running thence West 80 rods; thence North to a point where it intersects with County road; thence in a Southeasterly direction along said County road to a point where said road intersects with the East line of the Southwest quarter of the Southeast quarter of said Section, Township and Range; thence running South along said line to place of beginning.

Also, the East half of the Southeast quarter of Section 25; and the South half of the Northeast quarter of Section 25, Township 15 South, Range 37 East of the Boise Meridian, containing in all 400 acres, more or less, being in Sections 25, 30 and 31.

Together with all water rights of every nature from all the springs on the above-described property.

**EXCEPTING THEREFROM:**

Township 15 South, Range 37 East of the Boise Meridian

Section 25: Commencing at a point North 299.3 feet, more or less, and West 1366 feet, more or less, from the Southeast corner of the  $NE\frac{1}{4}$  of Section 25, which point is the West boundary line of the County Road, and running thence North  $21^{\circ}34'$  West along said County Road 385.7 feet, thence

South 68°26' West 184 feet, thence South 16°49'30" East 387.02 feet, thence North 68°26' East 216 feet to the point of beginning.

ALSO EXCEPTING:

Township 15 South, Range 38 East of the Boise Meridian

Section 30: Commencing at a point 1158 feet, more or less, South of the Northeast corner of Government Lot 2 in Section 30, said point also being the North right of way line of a County road; and running thence North 208 feet; thence West 208 feet; thence South to the North right of way line of said County Road; thence Southeast along said right of way line to the point of beginning.

ALSO EXCEPTING:

Township 15 South, Range 38 East of the Boise Meridian

Section 30: Commencing at a point approximately 1158 feet South and 672 feet West of the Northeast corner of Government Lot 2, said point being located on the South right of way line of a county road, thence running South 255 feet; thence West 393 feet, thence North 198 feet; thence East 144 feet, thence North 57 feet, more or less, to the South right of way line of a county road, thence East 249 feet, more or less, along the South right of way line of a county road to the point of beginning.

ALSO SUBJECT TO the terms and conditions of that certain "Boundary Line Agreement, Quitclaim Deed, and Easement Agreement" between the Fawn King Family Trust and the Estate of John J. King and Sterling A. Bingham and Nelda C. Bingham Family Trust and Cherry Canyon Ranch, LLC, recorded February 17, 2010 as Instrument No. 248137 in the records of Franklin County, Idaho.

needs exception for # 1570.01 31-15-38 #140610





248137 1-6

Recorded at the request of

Sterling Bingham

\_\_\_\_ a.m. FEB 17 2010 p.m. 11:27

V. ELLIOTT JARSEN, RECORDER  
By C. Jansen Deputy  
FRANKLIN COUNTY, IDAHO

## BOUNDARY LINE AGREEMENT, QUITCLAIM DEED, AND EASEMENT AGREEMENT

This Boundary Line Agreement, Quitclaim Deed, and Easement Agreement is entered into by and between The Fawn King Family Trust and the Estate of John J. King (collectively, the "Kings") and Sterling A. Bingham and Nelda C. Bingham Family Trust and Cherry Canyon Ranch, LLC (collectively, the "Binghams").

### RECITALS

- A. The Kings and the Binghams are adjoining landowners in Franklin County, Idaho.
- B. The Kings are the owners of record of the following described real property, being a portion of the property described in Franklin County Instrument No. 201169:
- Township 15 South, Range 37 East, Boise Meridian, Franklin County, Idaho.  
Section 25: E  $\frac{1}{2}$  SE  $\frac{1}{4}$ ; S  $\frac{1}{2}$  NE  $\frac{1}{4}$
- C. The Binghams are the owners of record of the following described real property, being a portion of the property described in Franklin County Instrument Nos. 192748, 241838, and 241839:
- Township 15 South, Range 37 East, Boise Meridian, Franklin County, Idaho.  
Section 25: SW  $\frac{1}{4}$  SE  $\frac{1}{4}$ ; NW  $\frac{1}{4}$  SE  $\frac{1}{4}$   
Section 36: NE  $\frac{1}{4}$
- D. The boundary line of record between the King property and the Bingham property is:
- King Property: The south and west boundary of the E  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 25, and the south boundary of the S  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Section 25.
- Bingham Property: The east boundary of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , the north and east boundaries of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 25; and the north boundary of the NE  $\frac{1}{4}$  of Section 36.
- E. The true boundary line between the King property and the Bingham property is disputed, given rise to a quiet title lawsuit (Franklin County Case No. CV-2007-166) filed by the Kings to define the true boundary between the King and Bingham properties.
- F. The Kings and the Binghams entered into a settlement agreement on September 22, 2009, to resolve the aforementioned lawsuit, whereby the Kings and the Binghams agreed to recognize a new boundary line between their properties, and to convey certain easements for the purpose of accessing their properties. This Boundary Line Agreement, Quitclaim Deed, and Easement Agreement is intended to define the new property boundary and to convey the easements provided for in the settlement agreement.

# AGREEMENT

NOW THEREFORE, upon consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **New Boundary Line.** The new boundary line between the King property and the Bingham property, as depicted on the *Record of Survey for Kings & Bingham*s recorded in the public real property records of Franklin County, Idaho, as Instrument No. 247592, shall be as follows:

Commencing at the Southeast corner of Section 25, Township 15 South, Range 37 East, Boise Meridian, from which the Northeast corner of said Section 25 bears North 00° 14' 40" West;  
 Thence South 89° 39' 00" West 192.79 feet, more or less, to intersection of the westerly right of way line of Highway 36 and an existing fence line, the Point of Beginning.  
 Thence North 89° 39' 00" West 1126.21 feet along said fence line to a 5/8" rebar and cap labeled "A.L.S., PLS 9163" at a fence corner;  
 Thence North 00° 08' 00" West 1318.53 feet along a fence line to a 5/8" rebar and cap at a fence corner;  
 Thence North 12° 44' 00" West 58.90 feet to a 5/8" rebar and cap;  
 Thence North 23° 07' 00" West 78.50 feet to a 5/8" rebar and cap;  
 Thence North 05° 19' 00" West 131.92 feet to a 5/8" rebar and cap;  
 Thence East 55.43 feet to a 5/8" rebar and cap;  
 Thence North 00° 08' 00" West 188.00 feet to a 5/8" rebar and cap;  
 Thence North 16° 38' 30" West 183.00 feet to a 5/8" rebar and cap;  
 Thence North 19° 12' 02" West 193.21 feet to a 5/8" rebar and cap;  
 Thence North 08° 10' 15" West 124.00 feet to a 5/8" rebar and cap;  
 Thence North 11° 04' 30" West 364.75 feet to a 5/8" rebar and cap;  
 Thence South 88° 00' 00" West 1084.74 feet, more or less, to the West boundary line of the East half of Section 25.

2. **King Quitclaim Deed.** The Kings do hereby remise, release and quitclaim to the Bingham any and all of their real property lying west and south of the new boundary line described above.

3. **Bingham Quitclaim Deed.** The Bingham do hereby remise, release and quitclaim to the Kings any and all of their real property lying east and north of the new boundary line described above.

4. **Grant of Bingham Easement.** The Kings hereby grant to the Bingham a non-exclusive, perpetual access easement (the "Bingham Easement") for ingress and egress over, on, across, and through the King Property via the existing farm road depicted on the *Record of Survey for Kings and Bingham*s recorded in the public records of Franklin County, Idaho, as Instrument No. 247592. The Bingham Easement is legally described as:

A thirty (30) foot wide ingress and egress easement being fifteen (15) feet on each side of the following described centerline:

Commencing at the Southeast corner of Section 25, Township 15 South, Range 37 East, Boise Meridian, from which the Northeast corner of said Section

25 bears North 00° 14' 40" West;  
 Thence North 30° 48' 25" West 2959.68 feet to the Point of Beginning of this easement.  
 Thence North 73° 34' 30" East 48.63 feet;  
 Thence North 88° 25' 40" East 91.30 feet;  
 Thence North 81° 38' 00" East 109.30 feet;  
 Thence North 71° 53' 30" East 76.67 feet, more or less, to the westerly right of way line of Highway 36, the terminus of this easement.

5. **Grant of King Easement.** The Bingham's hereby grant to the Kings a non-exclusive, perpetual access easement (the "King Easement") for ingress and egress over, on, across, and through the Bingham Property via the existing farm road depicted on the *Record of Survey for Kings and Bingham's* recorded in the public records of Franklin County, Idaho, as Instrument No. 247592. The Bingham Easement is legally described as:

A thirty (30) foot wide ingress and egress easement being fifteen (15) feet on each side of the following described centerline:

Commencing at the Southeast corner of Section 25, Township 15 South, Range 37 East, Boise Meridian, from which the Northeast corner of said Section 25 bears North 00° 14' 40" West;  
 Thence North 30° 41' 41" West 3020.61 feet to the Point of Beginning of this easement.  
 Thence South 11° 04' 30" East 366.77 feet;  
 Thence South 08° 10' 15" East 320.00 feet;  
 Thence South 01° 34' 30" East 125.00 feet;  
 Thence South 04° 45' 00" East 209.48 feet to the beginning of a 150.00 foot radius curve concave to the Northwest;  
 Thence Southeasterly along said curve through a central angle of 36° 33' 00" a distance of 95.69 feet to the point of tangency (chord = South 13° 31' 30" East 94.07 feet);  
 Thence South 31° 48' 00" East 73.41 feet;  
 Thence South 23° 07' 30" East 76.00 feet;  
 Thence South 12° 44' 00" East 54.35 feet to an existing fence line, the terminus of this easement.

6. **Easement Obstructions.** No fence or other barrier shall be erected or permitted within or across the Bingham Easement or the King Easement which would prevent or obstruct the passage of pedestrian or vehicular travel. No gates shall be installed across the Bingham Easement or the King Easement without the written permission of the other party.

7. **Maintenance.** The Kings and the Bingham's shall have an independent right to reasonably maintain and improve the access road, or any part thereof, provided that substantial alterations or improvements to the access road shall be permitted to be made only upon the prior express written consent of the other party.

8. **Indemnification.** The Kings agree to indemnify, defend and hold the Bingham's, and the Bingham's successors, assigns, and agents, harmless from any and all claims, liability, losses, costs, charges, or expense that arise from the use of the King Easement by the Kings or their customers, agents, invitees, or representatives. Likewise, the Bingham's agree to indemnify, defend and hold the Kings, and the King's successors, assigns, and agents, harmless from any and all claims, liability, losses, costs, charges, or expense that arise from the use of the Bingham

Easement by the Bingham or their customers, agents, invitees, or representatives.

9. **Remedies.** In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Easement Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements.

10. **Binding on Successors.** This Easement Agreement shall be recorded in the official records of Franklin County, Idaho, and shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto and shall run with the land.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2010.

**KINGS**

**Fawn King Family Trust**

By: \_\_\_\_\_

John Allen King, Trustee

**Estate of John J. King**

By: \_\_\_\_\_

John Allen King, Personal Representative

**BINGHAMS**

**Sterling A. Bingham and Nelda C.  
Bingham Family Trust**

By: \_\_\_\_\_

Sterling A. Bingham, Trustee

**Cherry Canyon Ranch, LLC**

By: \_\_\_\_\_

Wayne Bingham, Manager

## ACKNOWLEDGEMENT

STATE OF IDAHO )  
 ) : ss  
 County of BONNEVILLE )

On this 29 day of January, 2010, before me the undersigned Notary Public in and for said State, personally appeared JOHN ALLEN KING, known or identified to me to be the trustee of the Fawn King Family Trust and the person whose name is subscribed to the above instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



*David G. Adams*  
 NOTARY PUBLIC FOR IDAHO  
 Residing at: IDAHO FALLS, ID  
 My Commission expires: 12/22/2012

STATE OF IDAHO )  
 ) : ss  
 County of BONNEVILLE )

On this 29 day of January, 2010, before me the undersigned Notary Public in and for said State, personally appeared JOHN ALLEN KING, known or identified to me to be the personal representative of the Estate of John J. King and the person whose name is subscribed to the above instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



*David G. Adams*  
 NOTARY PUBLIC FOR IDAHO  
 Residing at: IDAHO FALLS, ID  
 My Commission expires: 12/22/2012

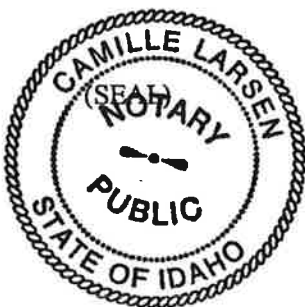


248137 6-6

STATE OF IDAHO )  
 : SS  
County of Franklin )

On this 17<sup>th</sup> day of ~~January~~ <sup>February</sup>, 2010, before me the undersigned Notary Public in and for said State, personally appeared STERLING A. BINGHAM, known or identified to me to be the trustee of the Sterling A. Bingham and Nelda C. Bingham Family Trust and the person whose name is subscribed to the above instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

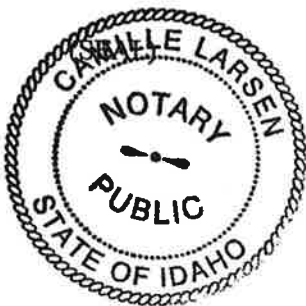


Camille Larsen  
NOTARY PUBLIC FOR IDAHO  
Residing at: Weston  
My Commission expires: 2/21/2014

STATE OF IDAHO )  
 : SS  
County of Franklin )

On this 17<sup>th</sup> day of ~~January~~ <sup>February</sup>, 2010, before me the undersigned Notary Public in and for said State, personally appeared WAYNE BINGHAM, known or identified to me to be the manager of Cherry Canyon Ranch, LLC, and the person whose name is subscribed to the above instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Camille Larsen  
NOTARY PUBLIC FOR IDAHO  
Residing at: Weston  
My Commission expires: 2/21/2014

201169 1-4

Recorded at request of  
Steven R. Fuller

11:50  
a.m. JAN 21 1998 p.m.

**PERSONAL REPRESENTATIVE'S DEED**

V. ELLIOTT LARSEN, RECORDER  
By Shauna Giddes Deputy  
FRANKLIN COUNTY, IDAHO

THIS DEED made this 20 day of January, 1998, between J. ALLEN KING, as Personal Representative of the Estate of FAWN CHUGG KING, deceased, hereinafter called "Grantor" and J. ALLEN KING, as Trustee of the FAWN KING FAMILY TRUST and JOHN J. KING, hereinafter called "Grantees".

WHEREAS, J. Allen King is the duly appointed and acting Personal Representative of the Estate of Fawn Chugg King, deceased, having been appointed in Case No. SP-96-76 by the Magistrate Court of the Sixth Judicial District in Franklin County, Idaho on the 26th day of June, 1996; and,

NOW, THEREFORE, WITNESSETH, that the said Grantor, for valuable consideration, and for the purpose of distributing certain real property from the Estate of Fawn Chugg King, deceased, does by these presents hereby distribute, bargain, sell, convey, and confirm unto the Grantee, J. Allen King, as Trustee of the Fawn King Family Trust and its heirs and assigns forever, a 72.3742% undivided interest in that certain real property, situate, lying and being in Franklin County, State of Idaho, as described in Exhibit "A" attached hereto and further does hereby distribute, bargain, sell, convey and confirm unto the Grantee, John J. King, his heirs and assigns forever, a 27.6258% undivided interest in that certain real property, situate, lying and being in Franklin County, State of Idaho, as described in Exhibit "A" attached hereto.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders rents, issues and profits thereof;

TO HAVE AND TO HOLD, all and singular the said premises together with the appurtenances unto the Grantees, their heirs and assigns forever.

201169 2-4

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

ESTATE OF FAWN CHUGG KING

By:

J. Allen King  
J. ALLEN KING

Personal Representative

STATE OF IDAHO )

County of Bonneville )

ss.

On this 20<sup>th</sup> day of January, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared J. ALLEN KING, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of Fawn Chugg King and acknowledged to me that he executed the same as Personal Representative of the Estate of Fawn Chugg King.

Christine Johnson  
NOTARY PUBLIC for State of Idaho  
Residing at:  
Comm. Expires:

EXHIBIT "A" *Kim*

Township 15 South, Range 38 East of the Boise Meridian

Section 28: W $\frac{1}{2}$ SW $\frac{1}{4}$

Section 29: E $\frac{1}{2}$ SE $\frac{1}{4}$

Section 32: NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 33: W $\frac{1}{2}$ NW $\frac{1}{4}$

## INCLUDING:

The East Half of the Northwest Quarter of Section 28, and the East Half of the Northeast Quarter of Section 29, Township 15 South, Range 38 East of the Boise Meridian.

## ALSO INCLUDING:

The East Half of the Southeast Quarter and all of that portion of the West Half of the Southeast Quarter lying North of the Old County Road, in Section 30, and the Southwest Quarter of the Northwest Quarter and the West Half of the Southwest Quarter of Section 29, Township 15 South, Range 38 East of the Boise Meridian.

## ALSO INCLUDING:

Lot 1 of Section 31, and Lots 2, 3 and 4 in Section 30, also the Northwest Quarter of the Northeast Quarter of Section 31, all in Township 15 South, Range 38 East of the Boise Meridian.

Also, commencing at a point 80 rods West from the Southeast corner of Section 30, Township and Range aforesaid; and running thence West 80 rods; thence North to a point where it intersects with County road; thence in a Southeasterly direction along said County road to a point where said road intersects with the East line of the Southwest quarter of the Southeast quarter of said Section, Township and Range; thence running South along said line to place of beginning.

Also, the East half of the Southeast quarter of Section 25; and the South half of the Northeast quarter of Section 25, Township 15 South, Range 37 East of the Boise Meridian, containing in all 400 acres, more or less, being in Sections 25, 30 and 31.

Together with all water rights of every nature from all the springs on the above-described property.

(continued)

Exhibit "A" continued

EXCEPTING THEREFROM:

Township 15 South, Range 37 East of the Boise Meridian

Section 25: Commencing at a point North 299.3 feet, more or less, and West 1366 feet, more or less, from the Southeast corner of the NE $\frac{1}{4}$  of Section 25, which point is the West boundary line of the County Road, and running thence North 21°34' West along said County Road 385.7 feet, thence South 68°26' West 184 feet, thence South 16°49'30" East 387.02 feet, thence North 68°26' East 216 feet to the point of beginning.

ALSO EXCEPTING:

Township 15 South, Range 38 East of the Boise Meridian

Section 30: Commencing at a point 1158 feet, more or less, South of the Northeast corner of Government Lot 2 in Section 30, said point also being the North right of way line of a County road; and running thence North 208 feet; thence West 208 feet; thence South to the North right of way line of said County Road; thence Southeast along said right of way line to the point of beginning.

ALSO EXCEPTING:

Township 15 South, Range 38 East of the Boise Meridian

Section 30: Commencing at a point approximately 1158 feet South and 672 feet West of the Northeast corner of Government Lot 2, said point being located on the South right of way line of a county road, thence running South 255 feet; thence West 393 feet, thence North 198 feet; thence East 144 feet, thence North 57 feet, more or less, to the South right of way line of a county road, thence East 249 feet, more or less, along the South right of way line of a county road to the point of beginning.

particularly described as follows to-wit:

Commencing at a point  $\frac{1}{6}$  rods West of the Northeast corner of Section 26, Township 15 South, Range 39 EBM, and running thence West  $\frac{1}{6}$  rods, thence South 60 rods, thence East 10 rods, thence South 20 rods, thence East  $\frac{1}{8}$  rods, thence Northwesterly 81 rods to the place of beginning. Together with water rights.

Excepting therefrom the following described tract of land, to-wit: Commencing at a point 92 rods West and  $\frac{1}{9}$   $\frac{3}{4}$  rods South from the Northeast corner of the Northeast quarter of Section 26, Township 15 South, Range 39 EBM, and running thence South  $10\frac{1}{2}$  rods, thence Northbearing West  $16\frac{3}{4}$  rods; thence West 21-2 rods; thence North bearing West  $236\frac{1}{2}$  feet; thence West 30.2 rods to the place of beginning.

Together with an undivided one-half interest for right-of-way purposes in the following described tract of land being 12 feet wide that is 6 feet on either side of the following described center of line; Commencing at a point 183 feet East of a point which is 92 rods West from the Northeast quarter of Section 26, Township 15 South, Range 39 EBM, and thence running Southeast 153 feet; thence South and bearing to the East 766 feet; thence the said 12 foot wide tract of land is to be used as a right-of-way

Together with all and singular, the tenements, water rights, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion, reversions, remainder, and remainders, rents, the issues, and the profits thereof;

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed in the presence of

Dana Muir

Clifford Beckstead

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

On this 11th day of May in the year 1956, before me, Dana Muir a Notary Public in and for said County, personally appeared Clifford Beckstead known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written. My commission expires 30 Nov. 1958.

(Seal)

Dana Muir  
Notary Public

Address Preston, Idaho

STATE OF IDAHO,  
County of Franklin--ss.

I hereby certify that this instrument was filed for record at the request of Ben B. Johnson at 10:00 A. M., May 26, 1956.

Fee: \$1.50

C. L. Swenson: Ex-Officio Recorder

By Della Foster Deputy

--- Compared ---

Inst. No. 98354

WARRANTY DEED

This Indenture, Made this 21th day of June in the year of our Lord one thousand nine hundred and fifty between JAMES B. BROWER, and MARY G. BROWER, his wife of the County of Franklin State of Idaho the parties of the first part, and JOHN JUNIOR KING and FAWN C. KING, his wife of North Logan County of Cache State of Utah the parties of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Forty-five Thousand And No/100 DOLLARS, lawful money of the United States of America, to them in hand paid by the



said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents does grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate, situated in Weston County of Franklin State of Idaho, to-wit:

Lot 1 of Section 31, and Lots 2, 3, and 4, in Section 30, also the Northwest quarter of the Northeast quarter of Section 31, all in Township 15 South, Range 38 East of the Boise Meridian, Idaho.

Also, Commencing at a point 80 rods West from the Southeast corner of Section 30, Township and Range aforesaid; and running thence West 80 rods; thence North to point where it intersects with County Road; thence in a Southeasterly direction along said County road to a point where said road intersects with the East line of the Southwest quarter of the Southeast quarter of said Section, Township and Range; thence running South along said line to place of beginning.

Also, the East half of the Southeast quarter of Section 25; and the South half of the Northeast quarter of Section 25, Township 15 South, Range 37 East of the Boise Meridian, containing in all 400 acres, more or less, being in Sections 25, 30 and 31.

Together with all water rights of every nature from all the springs on the above described property.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said Parties of the first part.

To Have and to Hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, and said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of James B. Brower (SEAL)

H. B. Johnson

Mary G. Brower (SEAL)

STATE OF Utah }  
County of Cache } ss.

On this 24th day of June in the year 1950, before me Henry B. Johnson a Notary Public in and for said County, Personally appeared JAMES B. BROWER and MARY G. BROWER, his wife known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(Seal)

H. B. Johnson

My commission expires March 18, 1952.

Logan, Utah Notary Public.

(\$47.85 U. S. I. R. Stamps duly affixed and cancelled.)

STATE OF IDAHO

County of Franklin--ss.

I hereby certify that this instrument was filed for record at the request of J. N. Larsen at 10:40 A. M., May 26, 1956.

Fee: \$1.75

C. L. Swenson: Ex-Officio Recorder

By Della Foster Deputy

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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](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

June 01, 2020

J & F KING FARM INC  
8169 W HIGHWAY 36  
WESTON ID 83286-5057

Re: Change in Ownership for Water Right No(s): 13-2213

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 11