

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 14 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?
35-2518 <i>OK</i>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
35-8716 <i>OK</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: EUGENE RUFF
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): US-2 FARMS
New owner(s) as listed on the conveyance document

Mailing address: 1705 GRANITE DR City: POCAHELLO State: ID ZIP: 83201
Telephone: 208-705-2930 Email: jipahl@gmail.com

4. If the water rights and/or adjudication claims were split, how did the division occur? N/A
☐ 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: 4-23-2009

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). N/A

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. 50.00
☐ \$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. N/A
☐ 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. N/A

8. Signature: [Signature] Title, if applicable: PARTNER Date: 2-13-2020
Signature of new owner/claimant

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

For IDWR Office Use Only:

Received by: JB Date: 2/14/2020 Receipt No. E045638 Receipt Amt. \$50.-

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: mp Date: 3-18-20



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls ID 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177

Website: idwr.idaho.gov • Email: easterninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

February 18, 2020

US 2 Farms
1705 Granite Dr
Pocatello ID 83201

RE: Change in Ownership Water Right No. 35-2518 and 35-8716

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

**** **Evidence of Water Right Ownership:** copy of a "recorded" Deed, or other legal document indicating your ownership of the property and/or water rights in question. The department received a copy of the real estate agreement, but a copy of the recorded Deed is required to update ownership.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,


Jonie Barg
Technical Records Specialist

Enclosure(s)

2/24/20

Please find
enclosed warranty deeds.

Thanks,
JH Fall



2174 Dean Sub Rd



Imagery ©2020 Maxar Technologies, USDA Farm Service Agency, Map data ©2020 500 ft



Point of
Divergence
06 S030E
S27 N ESW NE

2174 Dean Sub Rd

Aberdeen, ID 83210



Directions



Save



Nearby

Send to your
phone

Share



V3J9+76 Fairview, Idaho

At this location

Pahl's Farms

5.0 ★★★★★ (2)



Instrument # 605935

BINGHAM COUNTY, IDAHO
04-23-2009 04:17:29 PM No. of Pages: 3
Recorded for: ALLIANCE TITLE - BLACKFOO
SARA J. STAUB Fee: 9.00
Ex-Officio Recorder Deputy KBell
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

WARRANTY DEED

FOR VALUE RECEIVED Eugene R. Ruff and Meranda Jablonski d/b/a J&R Joint Venture, Eugene R. Ruff and his wife Bettilee P. Ruff, and Meranda Jablonski and her husband Dennis K. Jablonski, hereinafter referred to as "Grantor", whether one or more, does hereby grant, bargain, sell and convey unto US-2 Farms, a partnership, Jeffrey James Pahl and Gregory Lynn Pahl, partners, hereinafter referred to as Grantee, whether one or more, whose current address is 1705 Granite, Pocatello, Idaho 83201 the following described premises, in Bingham County, Idaho, to wit:

W1/2NE1/4, Section 27, Township 6 S, Range 30 EBM.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this ____ day of April, 2009.

J&R Joint Venture

By: Eugene R. Ruff
Eugene R. Ruff

By: Meranda Jablonski
Meranda Jablonski

Eugene R. Ruff
Eugene R. Ruff

Bettilee P. Ruff
Bettilee P. Ruff

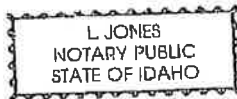
Meranda Jablonski
Meranda Jablonski

Dennis K. Jablonski
Dennis K. Jablonski


STATE OF IDAHO)
:SS
County of Bannock)

On this 23rd day of April, 2009 before me, the undersigned Notary Public, in and for said State, personally appeared Eugene R. Ruff and his wife Bettilee P. Ruff, 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 first written above.



(SEAL)

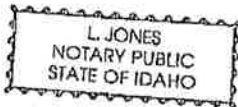

NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: _____

RESIDES IN
POCATELLO
EXPIRES 06-01-2013

STATE OF IDAHO)
:SS
County of Bannock)

On this 23rd day of April, 2009 before me, the undersigned Notary Public, in and for said State, personally appeared Meranda Jablonski and her husband, Dennis K. Jablonski, 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 first written above.



(SEAL)


NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: _____

RESIDES IN
POCATELLO
EXPIRES 06-01-2013

STATE OF IDAHO)
 :SS
County of Bannock)

On this 23rd day of April, 2009 before me, the undersigned Notary Public, in and for said State, personally appeared Eugene R. Ruff and Meranda Jablonski d/b/a J&R Joint Venture, 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 first written above.

(SEAL)




NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: _____
RESIDES IN
POCATELLO
EXPIRES 06-01-2013

WARRANTY DEED

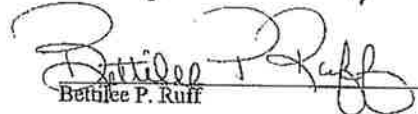
FOR VALUE RECEIVED Eugene R. Ruff and Bettilee P. Ruff, husband and wife, hereinafter referred to as "Grantor", whether one or more, does hereby grant, bargain, sell and convey unto US-2 Farms, a partnership, Jeffrey James Pahl and Gregory Lynn Pahl, partners, hereinafter referred to as Grantee, whether one or more, whose current address is 1705 Granite, Pocatello, Idaho 83201 the following described premises, in Bingham County, Idaho, to wit:

A portion of the E1/2NE1/4, Section 27, Township 6 S, Range 30 EBM
more particularly described on the attached Exhibit.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 23rd day of April, 2009.


Eugene R. Ruff


Bettilee P. Ruff

STATE OF IDAHO)
 :SS
County of Bannock)

On this 27th day of April, 2009 before me, the undersigned Notary Public, in and for said State, personally appeared Eugene R. Ruff and Bettilee P. Ruff, husband and 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 first written above.



(SEAL)


NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: _____

RESIDES IN
POCATELLO
EXPIRES 06-01-2013

Township 6 South, Range 30 East, Boise Meridian, Bingham County, Idaho.
Section 27: The East Half of the Northeast Quarter

EXCEPTING THEREFROM: Commencing at the Northeast corner of said Section 27, thence South $0^{\circ}01'$ East along the East line of said Section 25.00 feet; thence South $89^{\circ}58'$ West 33.00 feet to the intersection of the West side of an existing North-South County Road with the South side of an existing East-West County Road which is the true Point of Beginning; thence South $0^{\circ}01'$ East along said West side of said North-South County Road; 270.00 feet; thence South $89^{\circ}58'$ West 323.00 feet; thence North $0^{\circ}01'$ West 270.00 feet to the South side of said East-West County Road; thence North $89^{\circ}58'$ East 323.00 feet to the True Point of Beginning.

ALSO EXCEPTING THEREFROM: A right-of-way for public road over the East 33 feet.

WARRANTY DEED

FOR VALUE RECEIVED Eugene R. Ruff and Meranda Jablonski d/b/a J&R Joint Venture, Eugene R. Ruff and his wife Bettilee P. Ruff, and Meranda Jablonski and her husband Dennis K. Jablonski, hereinafter referred to as "Grantor", whether one or more, does hereby grant, bargain, sell and convey unto US-2 Farms, a partnership, Jeffrey James Pahl and Gregory Lynn Pahl, partners, hereinafter referred to as Grantee, whether one or more, whose current address is 1705 Granite, Pocatello, Idaho 83201 the following described premises, in Bingham County, Idaho, to wit:

W1/2NE1/4, Section 27, Township 6 S, Range 30 EBM.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this ____ day of April, 2009.

J&R Joint Venture

By: Eugene R. Ruff
Eugene R. Ruff

By: Meranda Jablonski
Meranda Jablonski

Eugene R. Ruff
Eugene R. Ruff

Bettilee P. Ruff
Bettilee P. Ruff

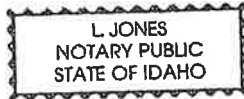
Meranda Jablonski
Meranda Jablonski

Dennis K. Jablonski
Dennis K. Jablonski

STATE OF IDAHO)
:SS
County of Bannock)

On this 23rd day of April, 2009 before me, the undersigned Notary Public, in and for said State, personally appeared Eugene R. Ruff and his wife Bettilee P. Ruff, 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 first written above.



(SEAL)

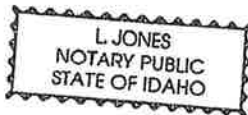

NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: _____

RESIDES IN
POCATELLO
EXPIRES 06-01-2013

STATE OF IDAHO)
:SS
County of Bannock)

On this 23rd day of April, 2009 before me, the undersigned Notary Public, in and for said State, personally appeared Meranda Jablonski and her husband, Dennis K. Jablonski, 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 first written above.



(SEAL)


NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: _____

RESIDES IN
POCATELLO
EXPIRES 06-01-2013

STATE OF IDAHO)
 :SS
County of Bannock)

On this 23rd day of April, 2009 before me, the undersigned Notary Public, in and for said State, personally appeared Eugene R. Ruff and Meranda Jablonski d/b/a J&R Joint Venture, 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 first written above.

(SEAL)




NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: _____
RESIDES IN
POCATELLO
EXPIRES 06-01-2013


WARRANTY DEED

FOR VALUE RECEIVED Eugene R. Ruff and Bettilee P. Ruff, husband and wife, hereinafter referred to as "Grantor", whether one or more, does hereby grant, bargain, sell and convey unto US-2 Farms, a partnership, Jeffrey James Pahl and Gregory Lynn Pahl, partners, hereinafter referred to as Grantee, whether one or more, whose current address is 1705 Granite, Pocatello, Idaho 83201 the following described premises, in Bingham County, Idaho, to wit:

A portion of the E1/2NE1/4, Section 27, Township 6 S, Range 30 EBM
more particularly described on the attached Exhibit.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 23rd day of April, 2009.


Eugene R. Ruff

Bettilee P. Ruff

STATE OF IDAHO)
:SS
County of Bannock)

On this 23rd day of April, 2009 before me, the undersigned Notary Public, in and for said State, personally appeared Eugene R. Ruff and Bettilee P. Ruff, husband and 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 first written above.



(SEAL)


NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: _____

RESIDES IN
POCATELLO
EXPIRES 06-01-2013

WARRANTY DEED OF GIFT

For Value Received

ERNA RUFF, a widow,

388147

the grantor , does hereby grant, bargain, sell and convey unto

EUGENE RUFF, as his sole and separate property,

whose current address is

~~3005 S. 2100 S.~~ 2202 S. 3200 W. ER
Aberdeen, ID 83210

the grantee , the following described premises, in Bingham County Idaho, to wit:

The Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of
Section Twenty-Seven (27), Township Six (6) South, Range Thirty
(30) East, Boise Meridian.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee ,
his heirs and assigns forever. And the said Grantor does hereby covenant to and
with the said Grantee , that she is the owner in fee simple of said premises; that they are free
from all incumbrances

and that she will warrant and defend the same from all lawful claims whatsoever.

Dated: March 8, 1990.

Erna Ruff
ERNA RUFF

STATE OF IDAHO, COUNTY OF Power
On this 8th day of March, 19 90
before me, a notary public in and for said State, personally
appeared

ERNA RUFF

known to me to be the person whose name
subscribed to the within instrument, and acknowledged to
me that she executed the same.

[Signature]
Notary Public
Residing at 555 W. Park Avenue Falls, Idaho
Comm. Expires Feb 18, 1994

388147

ERNA RUFF RUFFEN
32 SEP 1990

1990 MAR 19 AM 8:31

RECORDED AT THE REQUEST OF

Dennis J. Blomski
Return to Eugene Ruff

MICROFILMED

JAN 09 2003

WARRANTY DEED

For Value Received

MERANDA M. JABLONSKI, dealing with her
sole and separate property, formerly
known as Meranda Ruff,

the grantor . does hereby grant, bargain, sell and convey unto

~~void~~
~~388148~~

whose current address is

EUGENE RUFF, as his sole and separate
property,
2202 S. 3200 W.
Aberdeen, ID 83210the grantee , the following described premises, in Bingham County Idaho, to wit:The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of
Section Twenty-Seven (27), Township Six (6) South, Range Thirty
(30) East, Boise Meridian.

391999

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEB 3 1990

1990 AUG 13 AM 9:32

RECORDED AT THE REQUEST OF
*Eugene Ruff*TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee ,
his heirs and assigns forever. And the said Grantor does hereby covenant to and
with the said Grantee , that she is the owner in fee simple of said premises; that they are free
from all incumbrances

and that she will warrant and defend the same from all lawful claims whatsoever.

Dated: March 16, 1990.

391999

Meranda M. Jablonski
MERANDA M. JABLONSKISTATE OF IDAHO, COUNTY OF Bannock
On this 16th day of March, 19 90
before me, a notary public in and for said State, personally
appeared

Meranda M. Jablonski

known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to
me that she executed the same.Residing at
Custer, Elyria*John B. Kugler*
Notary Public
Pocatello, Idaho
July 17, 1993~~void~~
~~388148~~BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEB 3 1990

1990 MAR 19 AM 8:31

RECORDED AT THE REQUEST OF
Dennis Jablonski

Furnished by the AMERICAN LAND TRUST CO., Pocatello, Idaho

MICROFILMED

Return to Eugene Ruff

JAN 9 6 2003

498145 GRANT DEED

THIS INDENTURE is made this 8th day of March, 2001, between Frieda Pahl, Personal Representative of the Estate of Erna Ruff, deceased, the "Grantor", and Eugene Ruff and Mcranda Jablonski, dba J & R Joint Venture, whose mailing address is 2202 South 3200 West, American Falls, Idaho, 83210, the "Grantee".

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's heirs and assigns forever, all of the following described property in the County of Bingham, State of Idaho, to-wit:

Township 6 South, Range 30 E.B.M., Bingham County, Idaho Section
27: W1/2NE1/4

SUBJECT TO Easement Number 61188 for electric
transmission line recorded July 21, 1958.

ALSO SUBJECT TO levies and assessments of American Falls-
Aberdeen ground water district.

ALSO SUBJECT TO all existing easements or claims of easements,
patent reservations, rights of way, protective covenants, zoning
ordinances, and applicable building codes, laws and regulations,
encroachments, overlaps, boundary line disputes and other matters
which would be disclosed by an accurate survey or inspection of the
premises.

SUBJECT to all existing easements or claims of easements, patent reservations, rights
of way, protective covenants, zoning ordinances, and applicable building codes, laws and
regulations, encroachments, overlaps, boundary line disputes and other matters which would
be disclosed by an accurate survey or inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto
belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues
and profits therefrom; and all estate, right, title and interest in and to said property, as well
in law as in equity, of the Grantor.

RECORDED AT THE REQUEST OF

2001 MAR - 8 PM 3:42

FEE 10.00 DEP 0BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FIRST AMERICAN TITLE COMPANY

MICROFILMED

JAN 09 2003

TO HAVE AND TO HOLD, the premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

Frieda Pahl
Frieda Pahl, Personal Representative of the
Estate of Erna Ruff, deceased

Grantor

STATE OF IDAHO)
)ss.
County of Bingham)

On this 8th day of March, 2001, before me, the undersigned, a notary public in and for said State, personally appeared Frieda Pahl, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of Erna Ruff and acknowledged to me that she executed the same as such Personal Representative.

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



C:\My Documents\Word Perfect\Client Documents\13724\grant ded.wpd

Michelle Kofoed
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 4-14-06

498145

US-2 Farms
Purchase from Ruff-Jablonski
April 23, 2009

REAL ESTATE AGREEMENT

Subject Property: W1/2NE1/4, Section 27, Township 6 S, Range 30 EBM, Bingham County

Seller: Eugene R. Ruff and Meranda Jablonski
2202 S 3200 W
Aberdeen, ID 83210

Buyer: US 2 Farms, a Partnership
1705 Granite Drive
Pocatello, ID 83201

Thomas J. Holmes
JONES, Chartered
Attorneys at Law
P. O. Box 967
203 South Garfield
Pocatello, Idaho 83204
(208) 232-5911

Attorney for Seller

REAL ESTATE AGREEMENT

THIS AGREEMENT is made by and between

Eugene R. Ruff ("Ruff") and Meranda Jablonski ("Jablonski") dba J&R Joint Venture
hereinafter known as "Seller," and

US 2 Farms, a Partnership of

Jeffrey James Pahl and Gregory Lynn Pahl,

hereinafter known as "Buyer."

IT IS HEREBY AGREED AS FOLLOWS:

1. SALE OF PROPERTY. Seller covenants and agrees to sell and convey to the Buyer, and the Buyer covenants and agrees to purchase from the Seller under the terms set forth below, the real property described as:

W1/2NE1/4, Section 27, Township 6 S, Range 30 EBM, Bingham County, Idaho.

2. PURCHASE PRICE.

2.1 The purchase price of the above-described property shall be Four Hundred Forty-Four Thousand Dollars (\$444,000). The purchase price shall be paid by Buyer to Seller as follows:

A. One Hundred Seventy-Seven Thousand Six Hundred Dollars (\$177,600) down, all payable at closing. \$85,248 shall be payable to Jablonski and \$92,352 payable to Ruff.

B. The balance due as follows: Principal amount of Two Hundred Sixty Six Thousand Four Hundred Dollars (\$266,400) shall bear interest from closing at the rate of 5.5% simple interest per annum with twenty annual payments of Twenty Two Thousand Two Hundred Ninety Two and 17/100 Dollars (\$22,292.17) with the first payment due April

23, 2010 and then on each April 23 thereafter until April 23, 2029 when the entire balance, principal and interest, shall be due and payable. \$127,872 shall be payable to Jablonski and \$138,528 to Ruff.

2.2 Buyer shall execute promissory notes in the form attached as Exhibit "B" and documents in the form attached as Exhibit "C" granting seller a security interest in the property purchased by Buyer from Seller.

3. PRORATED TAXES AND ASSESSMENTS. Taxes and assessments against the property shall be prorated to date of closing.

4. POSSESSION AND CLOSING. Buyer shall be entitled to possession of the property at closing. Closing shall take place at the offices of Alliance Title & Escrow, 2350 Via Caporatti Drive, Pocatello, Idaho 83201 at 11:00 a.m. on April 23, 2009 or at such other time and place as Buyer and Seller shall agree upon.

5. TITLE. Seller represents and warrants title in fee simple, free from all claims or encumbrances, subject only to taxes and assessments for the current year and rights of way of public record approved by Buyer. Seller shall execute and cause to be delivered at closing a good and sufficient warranty deed conveying to Buyer the property hereinabove described, a copy of the proposed warranty deed being attached as Exhibit "A".

6. TITLE INSURANCE. Seller shall furnish Buyer title insurance in the amount of the total sale price.

7. TIME IS OF THE ESSENCE. Time is of the essence of this contract, and it is expressly agreed that any concessions or departures from, or delay in, enforcing the provisions of the same, with or without the consent of the Seller, shall not waive or be a waiver of any right of Seller to stand upon the strict letter and construction of the terms hereof or construed to be a waiver of the right of the Seller to enforce the same in accordance with its term.

8. INSPECTION. The Buyer acknowledges having full opportunity for inspection of subject property and is not relying on any representation by seller or seller's agents in making this purchase.

9. NOTICES. All notices required to be given shall be in writing and shall be sent postage prepaid by United States, Certified Mail, return receipt requested. Notice shall be deemed given on the date shown on the return receipt. The mailing addresses for the parties are set forth on the cover page, and are binding upon the parties absent notice of any change of address.

10. LEGAL FEES. In the event either of the parties must retain the services of an attorney in order to enforce the terms or the provisions of this contract, the prevailing party in any litigation arising therefrom shall be entitled to recover a reasonable attorney fee and costs incurred for the prosecution thereof.

11. COSTS.

11.1 Buyer shall pay the following costs:

A. Recording and filing fees for documents as are customarily paid for by a buyer in the county where the subject property is located.

B. One-half of the closing costs and long term escrow set up costs,

C. Annual long term escrow fee.

11.2 Seller shall pay the following costs:

A. The legal fees for preparation of this agreement;

B. Recording and filing fees for documents as are customarily paid for by a seller in the county where the subject property is located; and,

C. Title insurance policy for Buyer.

D. One-half of the closing costs and long term escrow set up costs.

11.3 This contract and related documents were prepared by the attorney for the Seller and the other party to this agreement acknowledges independent counsel of that party's choice may be consulted if desired, which fee shall be paid by that party.

12. HEIRS OR ASSIGNS. This agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

13. MISCELLANEOUS.

13.1 Water rights. All water rights of any kind for the subject real property are hereby assigned and transferred to Buyer.

DATED this 23rd day of April, 2009.

SELLER:

Eugene R. Ruff
Eugene R. Ruff

Meranda Jablonski
Meranda Jablonski

DATED this 23rd day of April, 2009.

BUYER:

US 2 Farms

By Jeffrey James Pahl
Jeffrey James Pahl, Partner

By Gregory L. Pahl
Gregory Lynn Pahl, Partner

US-2 Farms
Purchase from Ruff
April 23, 2009

REAL ESTATE AGREEMENT

Subject Property: A portion of the E1/2NE1/4, Section 27, Township 6 S, Range 30 EBM more particularly described on the attached Exhibit to Exhibit A along with appurtenant personal property more particularly described herein.

Seller: Eugene R. Ruff and Bettilee P. Ruff, Husband and Wife
2202 S 3200 W
Aberdeen, ID 83210

Buyer: US 2 Farms, a Partnership
1705 Granite Drive
Pocatello, ID 83201

Thomas J. Holmes
JONES, Chartered
Attorneys at Law
P. O. Box 967
203 South Garfield
Pocatello, Idaho 83204
(208) 232-5911

Attorney for Seller

REAL ESTATE AGREEMENT

THIS AGREEMENT is made by and between

Eugene R. Ruff and Bettilee P. Ruff, Husband and Wife

hereinafter known as "Seller," and

US 2 Farms, a Partnership of

Jeffrey James Pahl and Gregory Lynn Pahl,

hereinafter known as "Buyer."

IT IS HEREBY AGREED AS FOLLOWS:

1. SALE OF PROPERTY. Seller covenants and agrees to sell and convey to the Buyer, and the Buyer covenants and agrees to purchase from the Seller under the terms set forth below, the real property described as:

A portion of the E1/2NE1/4, Section 27, Township 6 S, Range 30 EBM
more particularly described on the attached Exhibit to Exhibit A along with personal
property described as:

8 Funk Electric Wheel Lines
Pump, Motor Panel and Pump Enclosure
Mainline

2. PURCHASE PRICE.

2.1 The purchase price of the above-described property shall be Four Hundred Forty-Four
Thousand Dollars (\$444,000). The purchase price shall be paid by Buyer to Seller as follows:

- A. Fifty Thousand Dollars (\$50,000) earnest money paid down, receipt of which is
hereby acknowledged by Seller.

B. One Hundred Twenty Seven Thousand Six Hundred Dollars (\$127,600) to be paid at closing.

C. The balance due as follows: Principal amount of Two Hundred Sixty Six Thousand Four Hundred Dollars (\$266,400) shall bear interest from closing at the rate of 5.5% simple interest per annum with twenty annual payments of Twenty Two Thousand Two Hundred Ninety Two and 17/100 Dollars (\$22,292.17) with the first payment due April 23, 2010 and then on each April 23 thereafter until April 23, 2029 when the entire balance, principal and interest, shall be due and payable.

2.2 Buyer shall execute a promissory note in the form attached as Exhibit "B" and documents in the form attached as Exhibit "C" granting seller a security interest in the property purchased by Buyer from Seller.

2.3 The purchase price shall be allocated as follows:

- A. Real Estate - \$363,000
- B. 8 Funk Electric Wheel Lines at \$4,500 each - \$36,000
- C. Pump, Motor Panel and Pump Enclosure - \$25,000
- D. Mainline - \$20,000

3. PRORATED TAXES AND ASSESSMENTS. Taxes and assessments against the property shall be prorated to date of closing.

4. POSSESSION AND CLOSING. Buyer shall be entitled to possession of the property at closing. Closing shall take place at the offices of Alliance Title & Escrow, 2350 Via Caporatti

Drive, Pocatello, Idaho 83201 at 11:00 a.m. on April 23, 2009 or at such other time and place as Buyer and Seller shall agree upon.

5. TITLE. Seller represents and warrants title in fee simple, free from all claims or encumbrances, subject only to taxes and assessments for the current year and rights of way of public record approved by Buyer. Seller shall execute and cause to be delivered at closing a good and sufficient warranty deed conveying to Buyer the property hereinabove described, a copy of the proposed warranty deed being attached as Exhibit "A" to convey the real estate and Bill of Sale attached Exhibit D to convey the personal property.
6. TITLE INSURANCE. Seller shall furnish Buyer title insurance in the amount of the total sale price.
7. TIME IS OF THE ESSENCE. Time is of the essence of this contract, and it is expressly agreed that any concessions or departures from, or delay in, enforcing the provisions of the same, with or without the consent of the Seller, shall not waive or be a waiver of any right of Seller to stand upon the strict letter and construction of the terms hereof or construed to be a waiver of the right of the Seller to enforce the same in accordance with its term.
8. INSPECTION. The Buyer acknowledges having full opportunity for inspection of subject property and is not relying on any representation by seller or seller's agents in making this purchase.

9. NOTICES. All notices required to be given shall be in writing and shall be sent postage prepaid by United States, Certified Mail, return receipt requested. Notice shall be deemed given on the date shown on the return receipt. The mailing addresses for the parties are set forth on the cover page, and are binding upon the parties absent notice of any change of address.

10. LEGAL FEES. In the event either of the parties must retain the services of an attorney in order to enforce the terms or the provisions of this contract, the prevailing party in any litigation arising therefrom shall be entitled to recover a reasonable attorney fee and costs incurred for the prosecution thereof.

11. COSTS.

11.1 Buyer shall pay the following costs:

- A. Recording and filing fees for documents as are customarily paid for by a buyer in the county where the subject property is located.
- B. One-half of the closing costs and long term escrow set up costs,
- C. Annual long-term escrow fee.

11.2 Seller shall pay the following costs:

- A. The legal fees for preparation of this agreement;
- B. Recording and filing fees for documents as are customarily paid for by a seller in the county where the subject property is located; and,
- C. Title insurance policy for Buyer.
- D. One-half of the closing costs and long term escrow set up costs.

11.3 This contract and related documents were prepared by the attorney for the Seller and the other party to this agreement acknowledges independent counsel of that party's choice may be consulted if desired, which fee shall be paid by that party.

12. HEIRS OR ASSIGNS. This agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

13. MISCELLANEOUS.

13.1 Water rights. All water rights of any kind for the subject real property are hereby assigned and transferred to Buyer.

DATED this 23rd day of April, 2009.

SELLER:


Eugene R. Ruff


Bettilee P. Ruff

DATED this 27th day of April, 2009.

BUYER:

US 2 Farms

By Jeffrey James Pahl
Jeffrey James Pahl, Partner

By Gregory L. Pahl
Gregory Lynn Pahl, Partner



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

March 18, 2020

US-2 FARMS
1705 GRANITE DR
POCATELLO ID 83201-8014

Re: Change in Ownership for Water Right No(s): 35-8716, 35-2518

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) 497-3797.

Sincerely,

Misty Pettis
Office Specialist 2

Enclosure(s)

Water District 120
Aberdeen American Falls Ground Water District



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls ID 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177

Website: idwr.idaho.gov • Email: easterninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

February 18, 2020

US 2 Farms
1705 Granite Dr
Pocatello ID 83201

RE: Change in Ownership Water Right No. 35-2518 and 35-8716

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

**** **Evidence of Water Right Ownership:** copy of a "recorded" Deed, or other legal document indicating your ownership of the property and/or water rights in question. The department received a copy of the real estate agreement, but a copy of the recorded Deed is required to update ownership.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure(s)

SCANNED

FEB 18 2020