

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

MAR 04 2019

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
22-2231 OK	Yes ☒	Yes ☐	22-13441 OK	Yes ☐	Yes ☐
22-2235 OK	Yes ☐	Yes ☐	22-7599 OK	Yes ☐	Yes ☐
22-7047B OK	Yes ☐	Yes ☐	22-2231 Split into	Yes ☐	Yes ☐
22-7083B OK	Yes ☐	Yes ☐	22-2231 22-14335	Yes ☐	Yes ☐
22-7553B OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Flying H Inc
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): R & D Gould Farms LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- PO Box 160 Teton ID 83451
Mailing address City State ZIP
(208)317-3998 daringould@cableone.net
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: 2/12/2019
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] Title, if applicable: _____ Date: 3-4-19
Signature of new owner/claimant

Signature: [Signature] Title, if applicable: _____ Date: 3-4-19
Signature of new owner/claimant

For IDWR Office Use Only:

Received by [Signature] Date 3/4/2019 Receipt No. E044749 Receipt Amt. \$250.-
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 [Signature] Processed by [Signature] Date 4/17/19

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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APR 04 2019

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
22-759904	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Flying H Corporation - Randall Corporation
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): R+D Gould Farms LLC
New owner(s) as listed on the conveyance document
- Mailing address: PO Box 160
208-317-3998
- City: Teton State: ID ZIP: 83451
- Telephone: 208-317-3998 Email: daringould@cableone.net

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: Feb 12th 2019

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: R+D Gould Farms by [Signature] member 4-4-19
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable _____ Date _____

For IDWR Office Use Only:

Received by [Signature] Date 4/4/2019 Receipt No. 6044831 Receipt Amt. \$25 -

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

Name on W-9 _____ Approved by _____ Processed by _____ Date _____

Refund Request sent 4/14/19
ok Filed twice.

RECORDING REQUESTED BY

First American Title Company

AND WHEN RECORDED MAIL TO:First American Title Company
535 First American Circle
Rexburg, ID 83440

Microfile No. 421515

12 DAY Feb 2019

At 03 O'Clock 55 PM

KIM H. MUIR

MADISON CO RECORDER

Fee \$15.00

Deputy

Recorded at Request of

FIRST AMERICAN TITLE - REXBURG

Space Above This Line for Recorder's Use Only

WARRANTY DEEDFile No.: **708051-RX (jb)**Date: **January 28, 2019**

For Value Received, **Flying H Corporation, an Idaho corporation**
and Randall Corporation, a dissolved Idaho corporation, as their interests appear of record,
and Huskinson Investments, LLC, an Idaho limited liability company
Parcel 6: Randall Corporation, an dissolved Idaho Corporation

Parcel 10: K.W. Huskinson and Sons, Inc., a corporation, hereinafter called the Grantor, hereby
grants, bargains, sells and conveys unto **R & D Gould Farms, LLC, an Idaho limited liability**
company, hereinafter called the Grantee, whose current address is PO Box 160, Teton, ID 83451,
the following described premises, situated in **Madison County, Idaho, to-wit: Legal Description**
attached hereto as Exhibit A, and by this referenced incorporated herein.

SUBJECT TO all easements, right of ways, 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 Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor 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 Grantor will warrant and defend the same from all claims whatsoever.

RECORDING REQUESTED BY

First American Title Company

AND WHEN RECORDED MAIL TO:First American Title Company
535 First American Circle
Rexburg, ID 83440**E-RECORDED**

simplifile®

ID: 42815
County: MADISON
Date: 2-12-19 Time: 3:55

Space Above This Line for Recorder's Use Only

WARRANTY DEEDFile No.: **708051-RX (jb)**Date: **January 28, 2019**

For Value Received, **Flying H Corporation, an Idaho corporation**
and Randall Corporation, a dissolved Idaho corporation, as their interests appear of record,
and Huskinson Investments, LLC, an Idaho limited liability company

Parcel 6: Randall Corporation, an dissolved Idaho Corporation

Parcel 10: K.W. Huskinson and Sons, Inc., a corporation, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **R & D Gould Farms, LLC, an Idaho limited liability company,** hereinafter called the Grantee, whose current address is **PO Box 160, Teton, ID 83451,** the following described premises, situated in **Madison County, Idaho,** to-wit: **Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

SUBJECT TO all easements, right of ways, 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 Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor 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 Grantor will warrant and defend the same from all claims whatsoever.

Flying H Corporation, an Idaho corporation

By: [Signature]
Name: Chris Huskinson
Title: Member

Randall Corporation, an Idaho corporation

By: [Signature]
Name: Chris Huskinson
Title: Member

Huskinson Investments, LLC, an Idaho limited liability company

By: [Signature]
Name: Chris Huskinson
Title: Member

K. W. Huskinson and Sons, Inc., a corporation

By: [Signature]
Name: Chris Huskinson
Title: Member

STATE OF Idaho)
COUNTY OF Madison)
ss.

On this 17th day of February, 2019, before me, a Notary Public in and for said State, personally appeared **Chris Huskinson**, known or identified to me, to be the **Member/Manager** of the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.



[Signature]
Notary Public of Idaho
Residing at: St Anthony, ID
Commission Expires: 6-23-2023

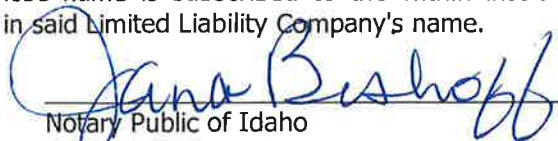
Date: 01/02/2019

Warranty Deed
- continued

File No.: 708051-RX (jb)

STATE OF Idaho)
COUNTY OF Madison)

On this 11th day of February, 2019, before me, a Notary Public in and for said State, personally appeared **Chris Huskinson**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Huskinson Investments, LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that **he** executed the same in said Limited Liability Company's name.



Notary Public of Idaho

Residing at: St Anthony, ID
Commission Expires: 6-23-2023



EXHIBIT A

PARCEL 1:

TOWNSHIP 6 NORTH, RANGE 41 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

SECTION 19: EAST 112 RODS OF SE $\frac{1}{4}$

ALSO INCLUDING:

COMMENCING AT THE SOUTHEAST CORNER OF THE NE $\frac{1}{4}$ OF SECTION 19, TWP. 6 N, RANGE 41 EAST, BOISE MERIDIAN, AND RUNNING THENCE WEST 80 FEET; THENCE NORTH 400 FEET; THENCE EAST 80 FEET; THENCE SOUTH 400 FEET TO THE POINT OF BEGINNING.

AND ALSO INCLUDING:

SECTION 20: SW $\frac{1}{4}$

PARCEL 2:

TOWNSHIP 6 NORTH, RANGE 41 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

SECTION 17: SOUTHWEST QUARTER; ALSO, COMMENCING AT A POINT 46 RODS WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, AFORESAID, AND RUNNING THENCE WEST 24 RODS; THENCE NORTH 23 RODS; THENCE WEST 10 RODS; THENCE SOUTH 103 RODS; THENCE EAST 58 RODS; THENCE NORTH ONE ROD; THENCE EAST 8 RODS; THENCE NORTH 19 RODS; THENCE NORTHWESTERLY TEN AND SIX-TENTHS RODS; THENCE NORTHWESTERLY 58 RODS TO THE POINT OF BEGINNING.

SECTION 20: NORTHWEST QUARTER; WEST HALF OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER.

LESS AND EXCEPTING RAILROAD RIGHT-OF-WAY IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 41 EAST.

ALSO LESS AND EXCEPTING: BEGINNING AT A POINT THAT IS SOUTH 0°41'26" WEST 578.56 FEET ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 41 EAST, BOISE MERIDIAN, AND RUNNING THENCE SOUTH 89°18'34" EAST 245.13 FEET TO A POINT 10 FEET NORTH OF THE EXISTING CROP LINE; THENCE SOUTHERLY FOLLOWING THE MEANDERING OF SAID CROP LINE AND 10 FEET WESTERLY, FROM SAID CROP LINE THE FOLLOWING NINE (9) COURSES; SOUTH 04°29'40" EAST 839.4 FEET; SOUTH 16°15'40" EAST 953.4 FEET; THENCE SOUTH 31°14' EAST 297.0 FEET; SOUTH 03°34' WEST 657.8 FEET; SOUTH 23°58' WEST 195.0 FEET; NORTH 50°49'30" WEST 205.7 FEET; SOUTH 60°14'40" WEST 152.0 FEET; SOUTH 20°53'30" WEST 338.8 FEET, AND SOUTH 43°35'40" WEST 348.1 FEET; THENCE LEAVING SAID CROP LINE AND RUNNING NORTH 0°41'26" EAST 3358 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING: BEGINNING AT A POINT THAT IS NORTH 89°43' WEST 1313.19 FEET AND SOUTH 0°06'12" WEST 2596.08 FEET, AND NORTH 89°52'33" WEST 462.86 FEET FROM THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 41 EAST, BOISE MERIDIAN, SAID POINT BEING 10 FEET WEST OF AN EXISTING CROP LINE, THENCE RUNNING PARALLEL TO AND 10 FEET FROM THE SAID CROP LINE THE FOLLOWING FIVE (5)

COURSES: SOUTH 22°09'10" WEST 594.4 FEET; SOUTH 05°52'50" WEST 506.5 FEET; NORTH 89°52'30" WEST 154.0 FEET; NORTH 05°32'40" EAST 506.3 FEET AND NORTH 12°41'30" EAST 564.5 FEET; THENCE SOUTH 89°52'33" EAST 257.11 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM: BEGINNING AT A POINT THAT IS NORTH 89°43' WEST 1313.19 FEET FROM THE CORNER COMMON TO SECTIONS 16, 17, 20 AND 21, TOWNSHIP 6 NORTH, RANGE 41 EAST, BOISE MERIDIAN, SAID POINT OF BEGINNING ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, AND RUNNING THENCE NORTH 89°43' WEST 356.19 FEET TO THE MOODY CREEK; THENCE NORTH 0°03'24" EAST 16.50 FEET; THENCE SOUTH 89°43' EAST 132.00 FEET; THENCE NORTH 0°03'24" EAST 313.50 FEET; THENCE NORTH 43°21'45" WEST 174.90 FEET; THENCE NORTH 25°09'50" WEST 957.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 89°42'13" WEST 396.00 FEET ALONG SAID NORTH LINE; THENCE NORTH 0°03'24" EAST 379.50 FEET; THENCE NORTH 89°42'13" WEST 165.00 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 0°03'24" EAST 944.83 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 89°36'51" WEST 2597.07 FEET ALONG SAID NORTH LINE TO THE WEST QUARTER CORNER OF SAID SECTION 17; THENCE SOUTH 0°41'26" WEST 578.56 FEET ALONG THE SECTION LINE; THENCE SOUTH 89°18'34" EAST 245.13 FEET TO A POINT ON THE SOUTH SIDE OF THE MOODY CREEK CANYON, 10 FEET NORTH OF THE EXISTING CROP LINE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY FOLLOWING THE MEANDERING OF SAID CROP LINE TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20 THAT IS NORTH 82°42'52" EAST 486.55 FEET AND SOUTH 58°28'43" EAST 641.55 FEET AND NORTH 71°42'31" EAST 397.58 FEET AND SOUTH 10°34'11" EAST 603.46 FEET AND NORTH 76°24'56" EAST 905.25 FEET, AND SOUTH 18°25'37" EAST 1112.33 FEET; AND SOUTH 10°10'51" EAST 1003.63 FEET AND SOUTH 39° 09'11" WEST 1493.90 FEET AND SOUTH 37°09'40" WEST 1188.86 FEET FROM THE PREVIOUSLY DESCRIBED POINT ON THE SOUTH SIDE OF MOODY CREEK CANYON; THENCE SOUTH 89°52'33" EAST 521.40 FEET ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20, TO A POINT ON THE EAST SIDE OF THE MOODY CREEK CANYON 10 FEET WEST OF THE EXISTING CROP LINE; THENCE NORTHEASTERLY AND SOUTHEASTERLY FOLLOWING THE MEANDERING OF SAID CROP LINE TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, THAT IS NORTH 16°15'36" EAST 114.86 FEET AND NORTH 42°43'15" EAST 1012.19 FEET AND SOUTH 87°16'29" EAST 589.55 FEET AND SOUTH 10°14'20" WEST 841.78 FEET FROM THE PREVIOUSLY DESCRIBED POINT ON THE EAST SIDE OF MOODY CREEK CANYON; THENCE SOUTH 89°52'33" EAST 257.11 FEET ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 20; TO A POINT ON THE EAST SIDE OF THE MOODY CREEK CANYON 10 FEET WEST OF THE EXISTING CROP LINE; THENCE NORTHEASTERLY FOLLOWING THE MEANDERINGS OF SAID CROP LINE TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20 THAT IS NORTH 27°48'28" EAST 371.15 FEET AND NORTH 24°00'46" EAST 716.30 FEET FROM THE PREVIOUSLY DESCRIBED POINT ON THE EAST SIDE OF MOODY CREEK CANYON; THENCE NORTH 0°06'12" EAST 1612.47 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT A POINT THAT IS SOUTH 0°41'26" WEST 578.56 FEET ALONG THE SECTION

LINE FROM THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 41 EAST, BOISE MERIDIAN, AND RUNNING THENCE SOUTH 89°18'34" EAST 245.13 FEET TO A POINT 10 FEET NORTH OF THE EXISTING CROP LINE; THENCE SOUTHERLY FOLLOWING THE MEANDERING OF SAID CROP LINE AND 10 FEET WESTERLY, FROM SAID CROP LINE THE FOLLOWING NINE (9) COURSES; SOUTH 04°29'40" EAST 839.4 FEET; SOUTH 16°15'40" EAST 953.4 FEET; THENCE SOUTH 31°14' EAST 297.0 FEET; SOUTH 03°34' WEST 657.8 FEET; SOUTH 23°58' WEST 195.0 FEET; NORTH 50°49'30" WEST 205.7 FEET; SOUTH 60°14'40" WEST 152.0 FEET; SOUTH 20°53'30" WEST 338.8 FEET, AND SOUTH 43°35'40" WEST 348.1 FEET; THENCE LEAVING SAID CROP LINE AND RUNNING NORTH 0°41'26" EAST 3358 FEET TO THE POINT OF BEGINNING.

ALSO INCLUDING: BEGINNING AT A POINT THAT IS NORTH 89°43' WEST 1313.19 FEET AND SOUTH 0°06'12" WEST 2596.08 FEET, AND NORTH 89°52'33" WEST 462.86 FEET FROM THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 41 EAST, BOISE MERIDIAN, SAID POINT BEING 10 FEET WEST OF AN EXISTING CROP LINE, THENCE RUNNING PARALLEL TO AND 10 FEET FROM THE SAID CROP LINE THE FOLLOWING FIVE (5) COURSES: SOUTH 22°09'10" WEST 594.4 FEET; SOUTH 05°52'50" WEST 506.5 FEET; NORTH 89°52'30" WEST 154.0 FEET; NORTH 05°32'40" EAST 506.3 FEET AND NORTH 12°41'30" EAST 564.5 FEET; THENCE SOUTH 89°52'33" EAST 257.11 FEET TO THE POINT OF BEGINNING.

ALSO INCLUDING: BEGINNING AT A POINT THAT IS NORTH 89°43' WEST 1313.19 FEET FROM THE CORNER COMMON TO SECTIONS 16, 17, 20 AND 21, TOWNSHIP 6 NORTH, RANGE 41 EAST, BOISE MERIDIAN, SAID POINT OF BEGINNING ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, AND RUNNING THENCE NORTH 89°43' WEST 356.19 FEET TO THE MOODY CREEK; THENCE NORTH 0°03'24" EAST 16.50 FEET; THENCE SOUTH 89°43' EAST 132.00 FEET; THENCE NORTH 0°03'24" EAST 313.50 FEET; THENCE NORTH 43°21'45" WEST 174.90 FEET; THENCE NORTH 25°09'50" WEST 957.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 89°42'13" WEST 396.00 FEET ALONG SAID NORTH LINE; THENCE NORTH 0°03'24" EAST 379.50 FEET; THENCE NORTH 89°42'13" WEST 165.00 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 0°03'24" EAST 944.83 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 89°36'51" WEST 2597.07 FEET ALONG SAID NORTH LINE TO THE WEST QUARTER CORNER OF SAID SECTION 17; THENCE SOUTH 0°41'26" WEST 578.56 FEET ALONG THE SECTION LINE; THENCE SOUTH 89°18'34" EAST 245.13 FEET TO A POINT ON THE SOUTH SIDE OF THE MOODY CREEK CANYON, 10 FEET NORTH OF THE EXISTING CROP LINE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY FOLLOWING THE MEANDERING OF SAID CROP LINE TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20 THAT IS NORTH 82°42'52" EAST 486.55 FEET AND SOUTH 58°28'43" EAST 641.55 FEET AND NORTH 71°42'31" EAST 397.58 FEET AND SOUTH 10°34'11" EAST 603.46 FEET AND NORTH 76°24'56" EAST 905.25 FEET, AND SOUTH 18°25'37" EAST 1112.33 FEET; AND SOUTH 10°10'51" EAST 1003.63 FEET AND SOUTH 39° 09'11" WEST 1493.90 FEET AND SOUTH 37°09'40" WEST 1188.86 FEET FROM THE PREVIOUSLY DESCRIBED POINT ON THE SOUTH SIDE OF MOODY CREEK CANYON; THENCE SOUTH 89°52'33" EAST 521.40 FEET ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20, TO A POINT ON THE EAST SIDE OF THE MOODY CREEK CANYON 10 FEET WEST OF THE EXISTING CROP LINE; THENCE NORTHEASTERLY AND SOUTHEASTERLY FOLLOWING THE MEANDERING OF SAID CROP LINE TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, THAT IS NORTH 16°15'36"

EAST 114.86 FEET AND NORTH 42°43'15" EAST 1012.19 FEET AND SOUTH 87°16'29" EAST 589.55 FEET AND SOUTH 10°14'20" WEST 841.78 FEET FROM THE PREVIOUSLY DESCRIBED POINT ON THE EAST SIDE OF MOODY CREEK CANYON; THENCE SOUTH 89°52'33" EAST 257.11 FEET ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 20; TO A POINT ON THE EAST SIDE OF THE MOODY CREEK CANYON 10 FEET WEST OF THE EXISTING CROP LINE; THENCE NORTHEASTERLY FOLLOWING THE MEANDERINGS OF SAID CROP LINE TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20 THAT IS NORTH 27°48'28" EAST 371.15 FEET AND NORTH 24°00'46" EAST 716.30 FEET FROM THE PREVIOUSLY DESCRIBED POINT ON THE EAST SIDE OF MOODY CREEK CANYON; THENCE NORTH 0°06'12" EAST 1612.47 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

PARCEL 4:

A PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 41 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS: FROM THE EAST QUARTER CORNER OF SAID SECTION 20, THENCE SOUTH 00°45'26" WEST, 897.70 FEET ALONG THE EASTERN SECTION LINE TO A POINT ON THE NORTHERN RAILROAD RIGHT-OF-WAY, THE TRUE POINT OF BEGINNING. THENCE ALONG SAID RAILROAD RIGHT-OF-WAY, SOUTH 22°56'35" WEST, 96.01 FEET TO A POINT; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY, 552.49 FEET ALONG A 905.40 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, CENTRAL ANGLE OF 34°57'46" AND A CHORD BEARING SOUTH 33°14'53" WEST, 543.96 FEET TO A POINT; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY, SOUTH 45°56'05" WEST, 923.24 FEET TO A POINT; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY, 435.23 FEET ALONG A 3387.90 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, CENTRAL ANGLE OF 07°21'38" AND A CHORD BEARING SOUTH 49°47'39" WEST, 434.94 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF EAST HALF OF SAID SECTION 20; THENCE NORTH 00°47'48" EAST, 3335.99 FEET ALONG THE WEST LINE OF THE EAST HALF EAST HALF OF SAID SECTION 20 TO A POINT; THENCE SOUTH 64°37'57" EAST, 294.78 FEET TO A POINT; THENCE NORTH 85°21'41" EAST, 131.20 FEET TO A POINT; THENCE SOUTH 50°23'51" EAST, 491.06 FEET TO A POINT; THENCE SOUTH 00°53'25" WEST, 378.98 FEET TO A POINT; THENCE SOUTH 36°58'42" WEST, 294.39 FEET TO A POINT; THENCE SOUTH 07°03'31" WEST, 280.30 FEET TO A POINT; THENCE SOUTH 15°12'18" EAST, 404.20 FEET TO A POINT; THENCE SOUTH 75°40'58" EAST, 640.66 FEET TO THE POINT OF BEGINNING.

AND ALSO INCLUDING:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 41 EAST, BOISE MERIDIAN, AND RUNNING THENCE WEST 80 RODS; THENCE SOUTH 1430.5 FEET TO THE RAILROAD RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY TO A POINT INTERSECTING THE NORTH-SOUTH HALF SECTION LINE 498.7 FEET SOUTH OF THE NORTH SECTION LINE; THENCE NORTH 498.7 FEET TO THE PLACE OF BEGINNING.

FURTHER DESCRIBED BY SURVEY AS FOLLOWS: A PART OF THE NORTHEAST QUARTER NORTHWEST QUARTER SECTION 29, TOWNSHIP 6 NORTH, RANGE 41 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 29; THENCE SOUTH 00°25'10" WEST, 491.27 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29 TO A POINT ON THE NORTH LINE OF THE RAILROAD RIGHT OF WAY; THENCE SOUTH 62°06'18" WEST, 830.92 FEET ALONG THE RAILROAD RIGHT OF WAY TO A POINT; THENCE SOUTH 27°53'42" EAST, 25.00 FEET ALONG THE RAILROAD RIGHT OF WAY TO A POINT; THENCE

ALONG THE RAILROAD RIGHT OF WAY, 677.41 FEET ALONG A 1750.95 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°10'00" AND A CHORD BEARING SOUTH 51°01'18" WEST, 673.19 FEET TO A POINT; THENCE SOUTH 39°56'18" WEST, 114.53 FEET ALONG THE RAILROAD RIGHT OF WAY TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER NORTHWEST QUARTER OF SAID SECTION 29; THENCE NORTH 00°27'11" EAST 1424.82 FEET TO A POINT; THENCE SOUTH 89°30'06" EAST, 1311.90 FEET ALONG THE NORTHERN SECTION LINE TO THE POINT OF BEGINNING.

PARCEL 5:

ALL OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 41 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO, LYING NORTH OF THE NORTH LINE OF THE RAILROAD RIGHT OF WAY.

PARCEL 6:

COMMENCING AT A POINT ON THE EAST LINE OF THE OREGON SHORT LINE RAILROAD RIGHT-OF-WAY, 1414 FEET NORTH 39°12' EAST OF THE INTERSECTION OF THE EAST LINE OF SAID RIGHT-OF-WAY WITH THE NORTH FENCE LINE OF THE STREET ON THE SOUTH BOUNDARY LINE OF SECTION 30, TOWNSHIP 6 NORTH, RANGE 41 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO, AND RUNNING THENCE SOUTH 50°48' EAST 100 FEET; THENCE NORTH 39°12' EAST 200 FEET; THENCE NORTH 50°48' WEST 100 FEET; THENCE SOUTH 39°12' WEST 200 FEET TO THE PLACE OF BEGINNING.

ALSO: BEGINNING AT THE NW CORNER OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 40 E.B.M., FREMONT COUNTY, IDAHO, AND RUNNING THENCE EAST 40 RODS; THENCE SOUTH 40 RODS; THENCE WEST 40 RODS; THENCE NORTH 40 RODS TO THE POINT OF BEGINNING.

PARCEL 9:

TOWNSHIP 6 NORTH, RANGE 41 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO. SECTION 30: COMMENCING AT A POINT 2218.3 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 30, AND RUNNING THENCE NORTH 421.7 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 30; THENCE WEST 112 RODS; THENCE SOUTH 160 RODS; THENCE EAST 30.2 FEET TO A POINT 1817.8 FEET WEST OF THE EAST LINE OF SECTION 30; THENCE NORTH 30°29' EAST TO THE POINT OF BEGINNING.

PARCEL 10:

TOWNSHIP 6 NORTH, RANGE 41 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO. SECTION 30: E $\frac{1}{2}$ NE $\frac{1}{4}$ AND THE EAST 32 RODS OF THE W $\frac{1}{2}$ NE $\frac{1}{4}$

PARCEL 11:

TOWNSHIP 6 NORTH, RANGE 41 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO. SECTION 29: NW $\frac{1}{4}$ NW $\frac{1}{4}$ LYING NORTH AND WEST OF THE COUNTY ROAD

LESS AND EXCEPTING THEREFROM PARCELS 1 AND 10 DESCRIBED ABOVE, THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE SOUTHEAST QUARTER OF SECTION 19, AND PART OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER (N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$) SECTION 30, TOWNSHIP 6 NORTH, RANGE 41 EAST OF THE BOISE MERIDIAN, MADISON COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS N.89°55'56"W. 392.78 FEET ALONG THE SECTION LINE FROM A FOUND ALUMINUM CAP AT THE SOUTHEAST CORNER OF SAID SECTION 19 AND RUNNING THENCE S.00°00'00"W. 338.87 FEET; THENCE S.89°57'09"W. 1441.04 FEET TO THE EAST LINE OF THE PROPERTY AS DESCRIBED IN WARRANTY DEED, INSTRUMENT NO. 136254; THENCE N.00°02'29"W. 341.76 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID SECTION 19; THENCE N.00°11'01"E. 2628.15 FEET ALONG THE EAST LINE OF THE PROPERTY AS DESCRIBED IN WARRANTY DEED, INSTRUMENT NO. 136254 TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE S.89°55'28"E. 1432.86 FEET ALONG SAID NORTH LINE TO A POINT THAT IS N.89°55'28"W. 404.26 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 19; THENCE S.00°00'00"W. 2627.95 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN ACCESS EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS N.00°15'01"E. 2597.90 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 41 EAST OF THE BOISE MERIDIAN, MADISON COUNTY, IDAHO AND RUNNING THENCE N.89°55'28"W. 404.13 FEET; THENCE N.00°00'00"E. 30.00 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE S.89°55'28"E. 404.26 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 19; THENCE S.00°15'01"W. 30.00 FEET TO THE POINT OF BEGINNING.

Microfile No. 421518
12 DAY Feb 2019
At 03 O'Clock 55 PM
KIM H. MUIR
MADISON CO RECORDER
Fee \$19.00
Deputy
Recorded at Request of
FIRST AMERICAN TITLE - REXBURG

GRANT OF EASEMENT AND JOINT USE AGREEMENT

Agreement between RTG Farms LLC ("Grantors"), whose address is 405 West 1st North, Teton, ID 83451 and R & D Gould Farms LLC ("Grantees"), whose address is 405 West 1st North, Teton, ID 83451.

Grantors own property adjacent to Grantees' property, which property is described below and hereinafter referred to as the Grantors' property;

PARCEL 1:

Part of the Southeast Quarter of Section 19, and part of the North Half of the North Half of the Northeast Quarter (N 1/2 N 1/2 NE 1/4) Section 30, Township 6 North, Range 41 East of the Boise Meridian, Madison County, Idaho described as follows:

Beginning at a point that is N.89°55'56"W. 392.78 feet along the section line from a found aluminum cap at the Southeast corner of said Section 19 and running thence S.00°00'00"W. 338.87 feet; thence S.89°57'09"W. 1441.04 feet to the east line of the property as described in Warranty Deed, Instrument No. 136254; thence N.00°02'29"W. 341.76 feet along said east line to the south line of said Section 19; thence N.00°11'01"E. 2628.15 feet along the east line of the property as described in Warranty Deed, Instrument No. 136254 to the north line of the Southeast Quarter of said Section 19; thence S.89°55'28"E. 1432.86 feet along said north line to a point that is N.89°55'28"W. 404.26 feet from the East Quarter corner of said Section 19; thence S.00°00'00"W. 2627.95 feet to the point of beginning.

PARCEL 1A:

A 30 foot access easement described as follows:

Beginning at a point that is N.00°15'01"E. 2597.90 feet along the section line from the Southeast corner of Section 19, Township 6 North, Range 41 East of the Boise Meridian, Madison County, Idaho and running thence N.89°55'28"W. 404.13 feet; thence N.00°00'00"E. 30.00 feet to the north line of the Southeast Quarter of said Section 19; thence S.89°55'28"E. 404.26 feet to the East Quarter corner of said Section 19; thence S.00°15'01"W. 30.00 feet to the point of beginning.

Grantors desire to grant to Grantees an easement across Grantors' property for an irrigation pump, pivot and mainline supplying the Grantees with irrigation water, together with ingress and egress for the purposes of placement, replacement, repair, maintenance and use of the pump and irrigation equipment;

E-RECORDEDsimplifile[®]ID: 421518County: MADISONDate: 2-12-19 Time: 3:55

GRANT OF EASEMENT AND JOINT USE AGREEMENT

Agreement between RTG Farms LLC ("Grantors"), whose address is 405 West 1st North, Teton, ID 83451 and R & D Gould Farms LLC ("Grantees"), whose address is 405 West 1st North, Teton, ID 83451.

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PARCEL 1:

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Beginning at a point that is N.89°55'56"W. 392.78 feet along the section line from a found aluminum cap at the Southeast corner of said Section 19 and running thence S.00°00'00"W. 338.87 feet; thence S.89°57'09"W. 1441.04 feet to the east line of the property as described in Warranty Deed, Instrument No. 136254; thence N.00°02'29"W. 341.76 feet along said east line to the south line of said Section 19; thence N.00°11'01"E. 2628.15 feet along the east line of the property as described in Warranty Deed, Instrument No. 136254 to the north line of the Southeast Quarter of said Section 19; thence S.89°55'28"E. 1432.86 feet along said north line to a point that is N.89°55'28"W. 404.26 feet from the East Quarter corner of said Section 19; thence S.00°00'00"W. 2627.95 feet to the point of beginning.

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Grantors desire to grant to Grantees an easement across Grantors' property for an irrigation pump, pivot and mainline supplying the Grantees with irrigation water, together with ingress and egress for the purposes of placement, replacement, repair, maintenance and use of the pump and irrigation equipment;

For good and valuable consideration and the mutual covenants and promises herein contained, the parties agree as follows:

1. Grantors do hereby grant unto Grantees a perpetual right and easement across the Grantors' property for the purposes set forth above. The location of said easement on the Grantors' property is as follows:

30' easement over & across portions of Township 6N Range 41E, Section 19, Beginning at a point lying approximately 404 from the East Quarter corner of Section 19 and running approximately 1425' South, said point being the base of the central tower of an existing center pivot irrigation system; thence proceeding in a Southwesterly direction for approximately 650' following the path of an existing buried irrigation mainline to a well and pump located in the SE1/4SE1/4 of said Section 19.

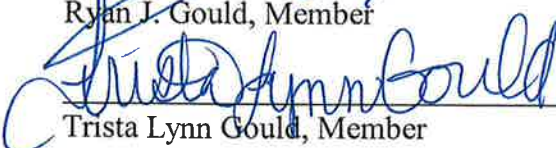
2. The easement shall run with the lands described herein and shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties, including Lender under its mortgage herein described and its assigns. As used herein, mortgage means deed of trust.

Dated: 2-11-19

GRANTOR: RTG Farms LLC



Ryan J. Gould, Member

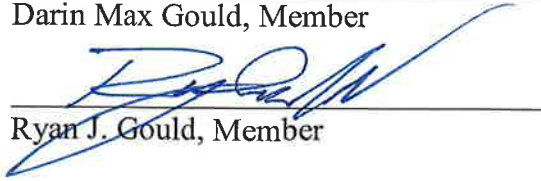


Trista Lynn Gould, Member

GRANTEE: R & D Gould Farms LLC



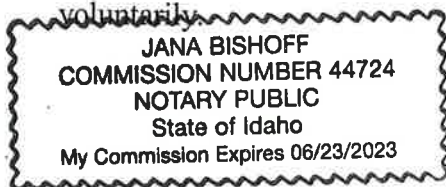
Darin Max Gould, Member



Ryan J. Gould, Member

STATE OF Idaho)
)ss.
County of Madison)

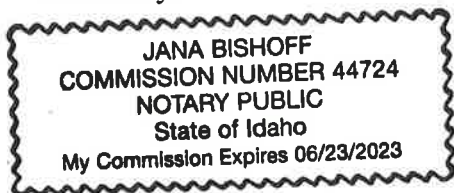
On this 11th day of Feb 2019 , before me personally appeared , Ryan J. Gould known to me which executed the within instrument, and acknowledged that he/she executed the same as such member and in the limited liability company's name freely and voluntarily.



Jana Bishoff
Notary Public for the State of Idaho
Residing at St Anthony Id
My commission expires 6-23-2023
Printed Name Jana Bishoff

STATE OF Idaho)
)ss.
County of Madison)

On this 11th day of Feb 2019 , before me personally appeared , Trista Lynn Gould known to me which executed the within instrument, and acknowledged that he/she executed the same as such member and in the limited liability company's name freely and voluntarily.



Jana Bishoff
Notary Public for the State of Idaho
Residing at St Anthony Id
My commission expires 6-23-2023
Printed Name Jana Bishoff

STATE OF Idaho)
)ss.
County of Madison)

On this 11th day of Feb 2019 , before me personally appeared , Darin Max Gould known to me which executed the within instrument, and acknowledged that he/she executed the same as such member and in the limited liability company's name freely and voluntarily.



Jana Bishoff
Notary Public for the State of Idaho
Residing at St Anthony Id
My commission expires 6-23-2023
Printed Name Jana Bishoff

STATE OF Idaho)
)ss.
County of Madison)

On this 17th day of Feb 2019, before me personally appeared, Ryan J. Gould known to me which executed the within instrument, and acknowledged that he/she executed the same as such member and in the limited liability company's name freely and voluntarily.



Jana Bishoff
Notary Public for the State of Idaho
Residing at St Anthony Id
My commission expires 6-23-2023
Printed Name Jana Bishoff



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

April 18, 2019

R & D Gould Farms LLC
PO Box 160
Teton ID 83451

RE: Change of Ownership for Water Rights 22-2231 (Split into 22-31 & 22-14335), 22-2235 (No Split), 22-7047B (No Split), 22-7083B (No Split), 22-7553B (No Split), 22-7599 (No Split) and 22-13441 (No Split)

Dear Water Right Holder:

The department acknowledges receipt of correspondence changing ownership and splitting the above referenced water right. The department has modified its records to reflect the changes and has enclosed computer-generated reports for your records.

Your portion of the water right has a specified point of diversion, nature of use and place of use. If you plan on changing any of these, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. If you do not plan on changing any items on your water right, then no further action is required at this time.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited 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 Sections 42-222 and 42-223, Idaho Code.

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 this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosures

cc: RTG Farms LLC

Barg, Jonie

From: Barg, Jonie
Sent: Wednesday, April 17, 2019 1:52 PM
To: Pline, Treva; Steed, Susan
Subject: Refund Request
Attachments: Receipt

Treva & Susan,

Good afternoon!!

I have a refund request as follows:

Receipt number: E044831
Amount: \$25.00
Payable to: Gould Farms
PO Box 160
Teton ID 83451

Reason: Total filing fee received \$25.00 for an ownership change. The ownership change was filed twice. The applicant is entitled to a full refund.

Let me know if you need additional information.

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

Have a great day!!!

Jonie Barg

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