

Received by JB Date 2/7/2019 Receipt No. E044689 Receipt Amt. \$150. -
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 2/7/2019

Instrument No. 572164
04 Day Jan 2019
At 02 O'Clock 26 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$15.00
EL Deputy
Recorded at Request of
First American Title - Rexburg

FIRST AMERICAN TITLE
699986-RJ

(Space Above for Recorder's Use)

WARRANTY DEED

THIS INDENTURE is made this 28th day of ^{December 2018} ~~January~~, 2019, by **Linford, Inc.**, an Idaho corporation, hereinafter the "Grantor", to **Jacobs Land, LLC**, an Idaho limited liability company, whose mailing address is PO Box 119, Hamer, Idaho 83425, hereinafter 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, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's successors and assigns forever, all of the property in the County of Jefferson, State of Idaho, and in the County of Fremont, State of Idaho particularly described in Schedule 1 attached hereto and incorporated herein by reference

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

TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's successors shall warrant and defend the property in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantor and the Grantor's successors, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the property as of the date hereof, subject to the matters set forth above and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of Jacobs Silver K Farms, Inc. an Idaho Corporation while a Tenant of the property under a Farm Lease with Grantor as Landlord, effective January 1, 2009.

In construing this Warranty 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.

Instrument # 441403
RIGBY, JEFFERSON, IDAHO
01-04-2019 02:29:30 PM No. of Pages: 3
Recorded for: FIRST AMERICAN TITLE - RIGBY
COLLEEN C POOLE Fee: \$15.00
Ex-Officio Recorder Deputy: LK
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

FIRST AMERICAN TITLE
699986-R5

(Space Above for Recorder's Use)

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699986-RJ



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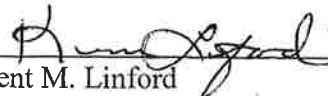
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GRANTOR:

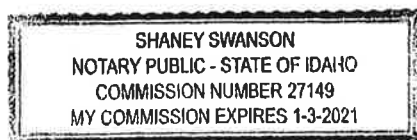
Linford, Inc.

By: 
Name: Kent M. Linford
Its: President

STATE OF IDAHO)
)ss.
County of Jefferson)

This record was acknowledged before me on this 28th ^{8 December, 2018} day of ~~January~~, 2019, by Kent M. Linford as President of Linford, Inc.

(SEAL)




Notary Public for State of Idaho
My Commission Expires: 1.3.21

WARRANTY DEED
SCHEDULE 1

E½, E½W½ of Sec. 25, Twp. 8 N., Rge. 36 E. Boise Mer., Jefferson County, Idaho.

W½, W½E½ of Sec. 30, Twp. 8 N., Rge. 37 E., Boise Mer., Fremont County, Idaho.

TOGETHER WITH All water and water rights appertaining thereto, including six irrigation wells with water rights represented by Water Licenses of the State of Idaho #31-7268, #31-7316, #31-7303, #31-7414, #31-7415, and #31-7416.

EXPRESSLY EXCLUDING All irrigation pumps and motors and well appurtenances for the six irrigation wells, buried and above-ground mainlines, and six irrigation circles, with any handlines and incidental irrigation equipment; and a potato storage facility.

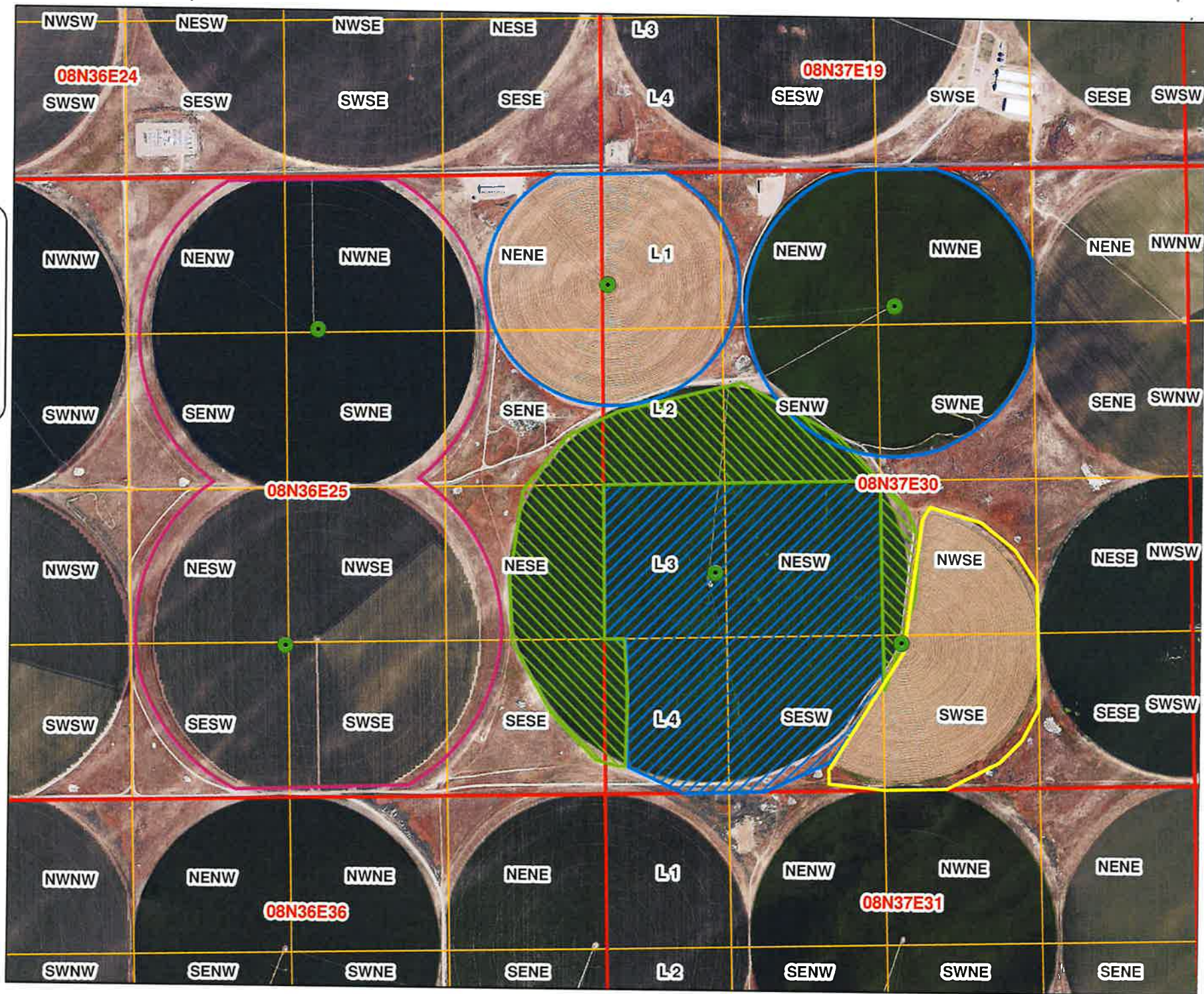
SUBJECT TO Easements of record or in existence for utilities; to public roads as existing; to any applicable zoning laws, rules and regulations; and to any boundary conflicts that may be revealed by boundary surveys.

TOGETHER WITH All other improvements and appurtenances to the real property of every kind and nature.

- PODs
- 31-7268 & 31-7303 POU
- 31-7316 POU
- 31-7414 POU
- 31-7415 POU
- 31-7416 POU
- Section Lines
- Quarter Quarters



Prepared by:
Luke H. Marchant
01/29/2019





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

Brad Little
Governor

Gary Spackman
Director

February 07, 2019

JACOBS LAND LLC
PO BOX 119
HAMER ID 83425-0119

Re: Change in Ownership for Water Right No(s): 31-7268, 31-7303, 31-7316, 31-7414, 31-7415, 31-7416

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) 525-7161.

Sincerely,

Cher Ramos
Technical Records Specialist 1

Enclosure(s)

cc: Jefferson Clark Ground Water District
Water District 31



Holden Kidwell
Hahn & Crapo P.L.L.C.
L A W O F F I C E S

1000 Riverwalk Drive, Suite 200
PO Box 50130
Idaho Falls, Idaho 83405

Tel: (208) 523-0620
Fax: (208) 523-9518
www.holdenlegal.com

Email: lmarchant@holdenlegal.com

February 1, 2019

RECEIVED
FEB 04 2019
Department of Water Resources
Eastern Region

Jonie Barg
Eastern Region Office
Idaho Department of Water Resources
900 N. Skyline Dr., Ste. A
Idaho Falls, ID 83402

Re: Notice of Change of Ownership of Water Rights.

Dear Jonie:

Enclosed for processing is a *Notice of Change of Ownership* for six water rights that were previously owned by Linford, Inc. The new owner is Jacobs Land, LLC. None of the water rights have been split, therefore this should be a straight forward ownership change. I have enclosed the \$150 filing fee, a GIS map showing the place of use and points of diversion of the six water rights, and the deed conveying the property and water rights. If you need any additional information or have any questions do not hesitate to contact me.

Best regards,

Luke H. Marchant
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

Enclosures

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