

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
DEC 26 2018
RECEIVED
DEC 10 2018
DEPARTMENT OF
WATER RESOURCES
WESTERN 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?
163-33061	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: Rodriguez, Benjamin

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Watson Bros. Farms, Inc.

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

16081 Beet Rd
Mailing address

Caldwell
City

ID
State

83607
ZIP

208-250-4979
Telephone

shawnalwatson@gmail.com
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: December 28th, 2012

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: Chalky Watson Secretary / Watson Bros. Farms, Inc. 12-04-18
Signature of new owner/claimant Title, if applicable Date

Signature: Shawn Watson President 12/4/18
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by AK Date 12/10/2018 Receipt No. W046993 Receipt Amt. 25⁰⁰

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 dy Date 1-7-19

RECORDING REQUESTED BY
Pioneer Lender Trustee Services

AND WHEN RECORDED MAIL TO:
Pioneer Lender Trustee Services
8151 W. Rifleman St.
Boise, ID 83704

2018-008116

RECORDED

02/27/2018 11:13 AM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=1 MBROWN \$15.00
TYPE: SAT MTG
PIONEER LENDER TRUSTEE SERVICES
ELECTRONICALLY RECORDED

Ref: 2012-058537

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF RECONVEYANCE

WHEREAS, Pioneer Title Company of Canyon County, is the present Trustee of record under the following described Deed of Trust:

Trustor: Watson Bros. Farms, Inc.

Beneficiary: The Trustees of Gerald Dennis Granzkow Living Trust

Dated: 12/28/12, Recorded: 12/31/12, Book/Reel/Liber: N/A, Page/Folio: N/A as Instrument No.: 2012-058537 in the County of Canyon, State of Idaho

AND WHEREAS, the above said Deed of Trust has been paid in full;

NOW THEREFORE, the present Trustee having received from the present owner of the beneficial interest under said Deed of Trust and the obligations secured thereby a written request to reconvey by reason of the obligations secured by said Deed of Trust, DOES HEREBY RECONVEY, without warranty, to the person or persons legally entitled thereto, the estate, title and interest now held by it under said Deed of Trust and the describing the land therein as more fully described in said Deed of Trust

Pioneer Title Company of Canyon County by Pioneer Title Company of Ada County dba Pioneer Lender Trustee Services,
as its Authorized Agent
On 02/27/18

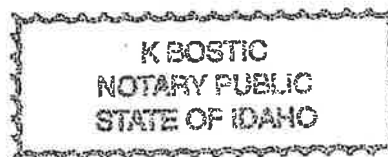
By: Cathy Luckinbill
Cathy Luckinbill, Trust Officer

State of Idaho } ss.
County of Ada }

On 02/27/18 before me, K Bostic the undersigned, a Notary Public in and for Ada County in the State of Idaho, personally appeared Cathy Luckinbill, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.

Signature: K Bostic (Seal)
Notary Commission Expires: 8/15/23
Resides at: Boise, ID



RECORD OF SURVEY

THE SW1/4SW1/4 OF SECTION 15 AND THE NW1/4NW1/4 OF SECTION 22
TOWNSHIP 3 NORTH, RANGE 4 WEST, BOISE MERIDIAN
CANYON COUNTY, IDAHO

9508203

RECORDED

95 FEB 3 PM 2 45

NEEL LARK
CANYON COUNTY RECORDER



SCALE: 1" = 200'

LEGEND

- ⊙ BRASS CAP MONUMENT - FOUND
- ⊙ 5/8" REBAR - FOUND
- ⊙ 5/8" REBAR - SET WITH PLASTIC CAP
- ⊙ AXLE OR PIPE - FOUND
- ⊙ 1/2" REBAR - SET WITH PLASTIC CAP
- 1/2" REBAR - FOUND
- PK NAIL & BRASS WASHER
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- W.C. WITNESS CORNER
- () DATA OF RECORD

CERTIFICATION

I, Greg L. Skinner, do hereby certify that I am a Professional Land Surveyor, Licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, that this map is an accurate representation of said survey, and that it is in conformity with the Corner Prescription and Filing Act, Idaho Code 55-1501 through 55-1512.



Index No. 344-15-3-3-0-00-00
344-22-4-4-0-00-00

SURVEY FOR:

O.F. COONS

Drawn by V.F.J.

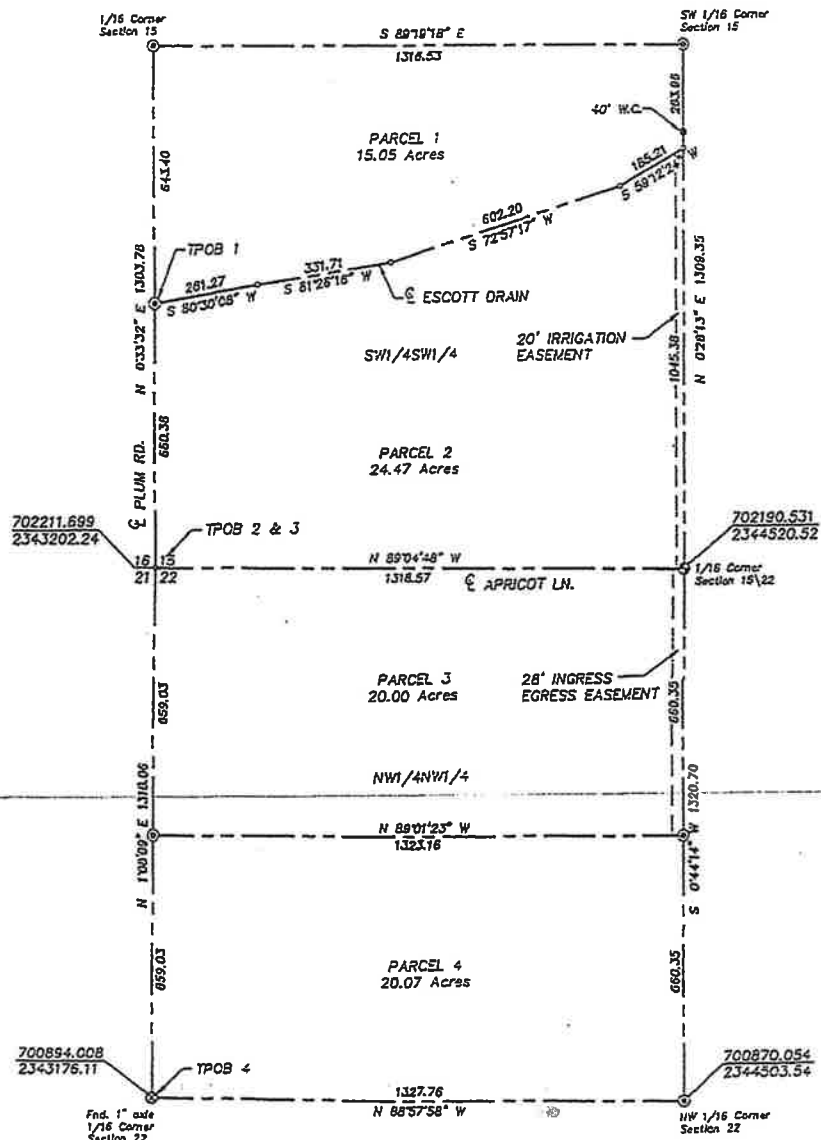
Date: FEB. 3, 1995

Book:

Job No. JA1695

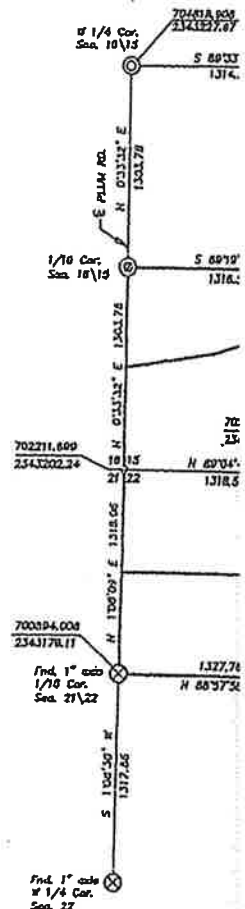
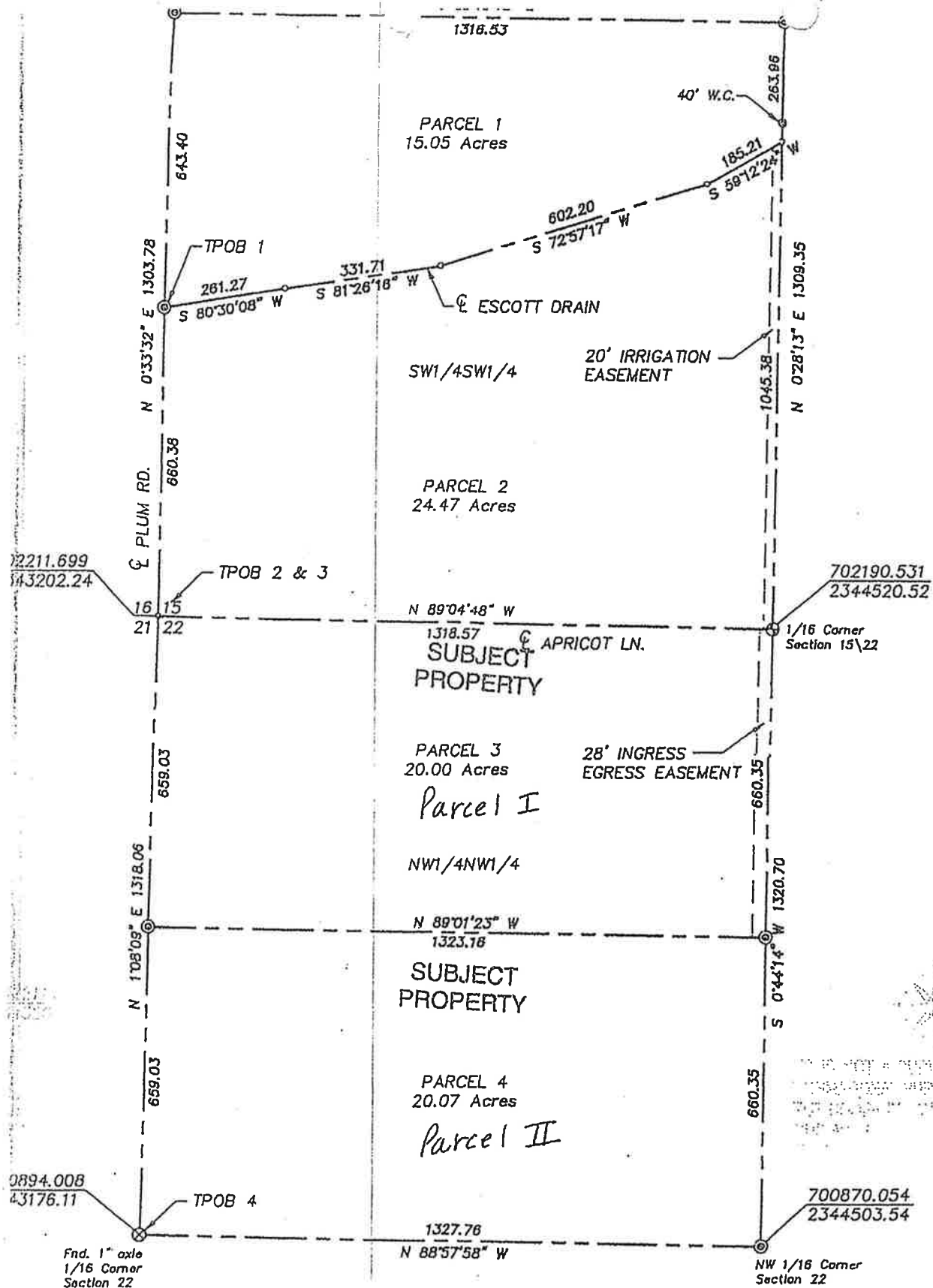


Skinner, Earl &
Associates, Inc.
403 Elm Street
(208) 454-0333



BASIS OF BEARING
IDAHO STATE PLANE COORDINATES
WEST ZONE (By G.P.S.)
COORDINATES SHOWN ARE SEA LEVEL
COMBINATION FACTOR 1.00008566

Reference Survey
R.O.S. Inst. No. 9201235



Refer
R.O.S. In



Pioneer Title Co.

100 10th Avenue South
Nampa, ID 83651

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 519062 TG/LF

WARRANTY DEED

For Value Received

Gerald Dennis Ganzkow, Trustees of The Gerald Dennis Ganzkow Living Trust
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Watson Bros. Farms, Inc.

hereinafter referred to as Grantee, whose current address is 15248 Plum Rd Caldwell, ID 83607

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: December 28, 2012

By: Gerald Dennis Ganzkow
Gerald Dennis Ganzkow, Trustee
The Trustees of Gerald Dennis Ganzkow Living Trust

State of Idaho, County of Canyon

On this 31st day of December in the year of 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Gerald Dennis Ganzkow, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Gerald Dennis Ganzkow Living Trust and acknowledged to me that he/she/they executed the same as such Trustee.

Tiffany A. Griffin
Residing at:
Commission Expires:

RESIDING IN MERIDIAN, IDAHO
MY COMMISSION EXPIRES 05-17-2014





PROMISSORY NOTE

\$105,000.00

December 28, 2012

For Value received, the undersigned promise to pay to the order of: The Trustees of Gerald Dennis Granzkow Living Trust the Principal sum of One Hundred Five Thousand Dollars and No Cents (\$105,000.00) in lawful money of the United States of America, with interest thereon at the rate of 4.5% percent per annum from the 31st day of December, 2012, in installments as follows:

Payable in monthly principal and interest installments of \$1,300.00 each, with the first such payment due on the 30th day of January, 2013, and continuing to be paid in a like sum on or before the 30th day of each subsequent month until 12/30/2017, at which date the entire then remaining principal balance and all accrued interest shall be paid in full.

If the Maker hereof sells, conveys, or alienates the property described in the Deed of Trust securing this Note, or any part thereof, or any interest therein, excluding a transfer by devise, descent or operation of law upon the death of the Maker, any indebtedness or obligation secured hereby (irrespective of the maturity date expressed herein) at the option of the holder hereof and without demand or notice shall immediately become due and payable.

All or any part of this Note may be prepaid by the Maker without penalty.

All payments, including partial prepayments, shall be applied first to accrued late charges owing (if applicable) then to accrued interest and the balance in reduction of principal.

In case of failure to pay any installment when same shall become due, the holder at his option, may declare the whole principal hereof as immediately due and payable. In case this note is collected by an attorney, either with or without suit the undersigned hereby agree to pay a reasonable attorney's fee.

This note is secured by a Deed of Trust of even date executed by the undersigned on certain real property described therein.

The undersigned hereby waive presentment, protest, and notice of non-payment.

Watson Bros. Farms, Inc.

By:

Nathan Cory Watson, President

By:

Challen Thomas Watson, Secretary

Read & Approved by Payee(s):

[Signature]

12-30-17
Paid in full
Gerald Granzkow
Watson Bros. Farms Inc
Challen Watson

BUYER HUD-1 CERTIFICATION

The settlement Agent does not warrant or represent the accuracy of information provided by third parties including but not limited to, information provided on the last page of this HUD form or POC items, and the buyer/borrower holds harmless the settlement agent as to any inaccuracy of such matters.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

Buyer/Borrower:

Watson Bros. Farms, Inc.

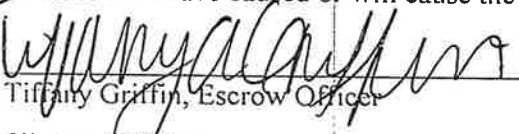
By:


Nathan Cory Watson, President

By:


Challen Thomas Watson, Secretary

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.


Tiffany Griffin, Escrow Officer

File No. 519062

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

POC(B) represents paid outside of closing by borrower, POC(S) represents paid outside of closing by the seller, POC(L) represents paid outside of closing by lender and POC(M) represents paid outside of closing by mortgage broker.



ESCROW INSTRUCTIONS
(Purchase)

File No.: 519062
Seller: The Trustees of Gerald Dennis Granzkow Living Trust
Buyer: Watson Bros. Farms, Inc.
Lender: The Trustees of Gerald Dennis Granzkow Living Trust
Property: 0 Plum Road, Caldwell, ID 83607
Date: December 28, 2012

To: Pioneer Title Company of Canyon County (hereinafter referred to as "Pioneer Title")

Upon receipt of collected funds sufficient to close this transaction, Pioneer Title is authorized to close the above escrow and record the documents delivered to it, as well as to disburse those funds as set forth in the closing statement executed and hereby approved by the Buyer and Seller, on the following conditions.

1. **TITLE INSURANCE:** Buyer and Seller instruct Pioneer Title to close this transaction upon notification that a(n) Standard Owner's Policy in the amount of \$155,000.00 insuring Buyer, and an Standard Lender's Policy insuring Lender in an amount not exceeding \$105,000.00 can be issued subject to customary title exceptions, restrictive covenants, easements, and title exceptions 1 - 19 as set forth in Title Commitment No. 519062 of which Buyer and Seller have read and hereby approve.

2. **PRORATIONS:** All prorations between Buyer and Seller shall be as of the date set forth in the closing statement. All prorations shall be based upon a 365-day year, unless the parties otherwise notify Pioneer Title of a different applicable amortization period. Calculated prorations shall be based upon the most recently available property tax, rental, and insurance information received from Seller or the deed of trust beneficiary or mortgagee. All water, utility, and other prorations not specifically set forth in the closing statement shall be prorated directly between Buyer and Seller outside of this closing. Additional recording fees and additional interest due different from that set forth in the closing statement may be deducted from the appropriate party's funds, notwithstanding the amounts set forth in that closing.

3. **FIRE INSURANCE:** Pioneer Title shall have no obligation to cancel, transfer, or purchase fire or other insurance for the Buyer and Seller. All insurance needs of the parties shall be handled directly by the parties, outside of escrow.

4. **ADDITIONAL MONIES:** You are authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse you for any charges incurred by you in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. You are further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by you for said recording fees.

5. **PURCHASE AND SALE AGREEMENT:** You are bound solely by the provisions set forth in these escrow closing instructions and the parties hereto understand that you are not a party to any Receipt for Earnest Money and Purchase and Sale Agreement, executed by the parties herein, and that said Receipt for Earnest Money and Purchase and Sale Agreement (and Amendments thereto, if any) is/are not a part of these escrow closing instructions. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions. You are to assume no liability for the sufficiency or enforceability of any provisions in said Purchase and Sale Agreement. The undersigned hereby affirm that all of the terms and conditions contained in the Purchase and Sale Agreement have been met or waived to the complete satisfaction of the parties.

6. **DISPUTES WITH PIONEER TITLE:** Pioneer Title and every other party executing this Agreement agree that all disputes, claims, and controversies involving Pioneer Title in any way, whether individual, joint, or class in nature, arising out of this agreement or otherwise, including without limitation contract and tort disputes, in which the amount in controversy is \$50,000.00 or less shall be arbitrated pursuant to the Uniform Arbitration Act, upon written request of Pioneer Title. The parties shall mutually agree upon the arbitrator who shall be a licensed attorney or retired judge. Each of the parties to the dispute shall pay a pro-rata share of the arbitrator's fee. If the parties to the dispute cannot agree upon the arbitrator, then the arbitrator shall be selected by the court of general jurisdiction in the judicial district in which the principal office of Pioneer Title is situated upon motion or petition of Pioneer Title. The award rendered by the arbitrator shall be final and non-appealable, except that judgment may be entered in any court having jurisdiction thereof enforcing the terms of the arbitrator's award. Under no circumstances shall an arbitrator award punitive or exemplary damages to any of the parties to the arbitration.

7. **DISPUTES WITH OTHERS:** If a dispute arises between the Buyer and Seller or with any third party, Pioneer Title shall have the option to await settlement of such controversy between the parties and submission of joint written instructions by them, or to institute an inter pleader action or otherwise await the entry of a court

order judgment determining the parties' rights in such dispute. In the event that you should become a party to any such legal proceedings, we jointly and severally agree to pay and to hold you as escrow holder harmless from and against any and all costs, charges, damages, attorney's fees or other expense which you in good faith may incur.

8. DISBURSEMENTS: Buyer and Seller agree to pay and reimburse Pioneer Title, upon demand, any sums paid or otherwise disbursed by it in reliance upon any check, draft, or other items if they are returned or otherwise fail to result in the immediate, unconditional deposit or credit of cash funds at closing. If Buyer or Seller fails to present for payment any check or instrument issued by Pioneer Title within ninety (90) days from the date such check was issued, then Buyer and Seller authorize Pioneer Title to deduct the sum of three dollars (\$3.00) per month from such funds until the check is presented for payment. If Pioneer Title reissues any stale check, the fee charged to Pioneer Title by its bank for reissuing a check shall be deducted from the funds otherwise due and payable to Buyer and Seller.

9. AMENDMENTS: These instructions may only be amended in writing signed by the parties to this escrow or as set forth in any written supplemental escrow instruction. Pioneer Title may return the instruments and funds delivered pursuant to these instructions if this transaction fails to close within fifteen (15) working days from the above date; however if Pioneer Title elects not to return the instruments and funds, then this transaction may proceed to close, unless Pioneer Title is otherwise notified by the parties to this escrow.

10. COPIES: Buyer and Seller authorize Pioneer Title to deliver a copy of these instructions and related documentation to Buyer's or Seller's real estate broker, salesperson, mortgagee, mortgage broker, deed of trust beneficiary, attorney or other agent upon request.

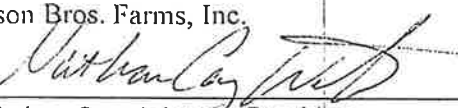
11. TRUSTEE'S RECONVEYANCE FEE: Some deeds of trust provide that no reconveyance charge shall be charged to the party legally entitled to the reconveyance while other deed of trust forms limit the dollar amount of a reconveyance fee. The undersigned nevertheless request that Pioneer Title pay the trustee's customary reconveyance fee notwithstanding any contrary agreement, restriction or limitation set forth in any deed of trust wherein a reconveyance is requested in this transaction. The undersigned knowingly and intentionally waive any restriction or limitation on the collection of a reconveyance fee set forth in the closing statement executed and hereby approved by the undersigned.

THE UNDERSIGNED ARE HEREBY NOTIFIED THAT THEY HAVE THE RIGHT TO HAVE THE DOCUMENTATION USED IN THE CLOSING AND THESE ESCROW INSTRUCTIONS REVIEWED BY AN ATTORNEY OF THE UNDERSIGNED'S CHOICE, AT THEIR EXPENSE, PRIOR TO CLOSING. ANY QUESTIONS THEY MAY HAVE WITH REGARD TO THE DOCUMENTATION SHOULD BE ADDRESSED TO ANY ATTORNEY. PIONEER TITLE CANNOT ANSWER LEGAL QUESTIONS FOR THE PARTIES.

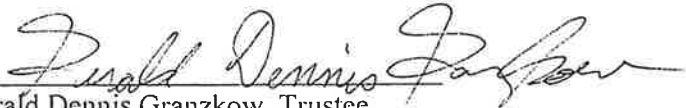
Contact information will not be shared with any third party or entity(ies). Pioneer Title will never sell or distribute as part of our customer privacy policy, personal or public information about any client.

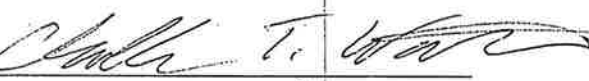
Buyer:

Watson Bros. Farms, Inc.

By: 
Nathan Cory Watson, President

Seller:

By: 
Gerald Dennis Granzkow, Trustee
The Trustees of Gerald Dennis Granzkow Living Trust

By: 
Challen Thomas Watson, Secretary

Buyer Email Address

Seller Email Address

Pioneer Title Company of Canyon County


Tiffany Griffin, Escrow Officer



Pioneer Title Co.

File No. 519062

**ACKNOWLEDGMENT AND APPROVAL OF PLAT
AND/OR RESTRICTIVE COVENANTS**

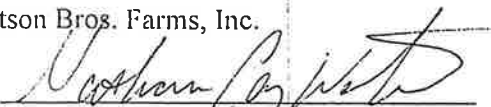
With reference to the real estate transaction closing under the above-identified file number, the undersigned acknowledges receipt from of a copy of the plat of the property that is the subject of said escrow, as well as a copy of the restrictive covenants that affect the property (if any are applicable). The undersigned has reviewed the same and understands how any matters or information contained therein relate to the transaction now contemplated in escrow.

Pioneer Title Company of Canyon County may have furnished you with a map obtained from public records. This map is for location information only and is not a part of the commitment or policy. The parties to the escrow agree that the map may not depict the actual boundaries or dimensions of the land to be insured. The parties to this escrow hereby release Pioneer Title Company of Canyon County and its underwriter, First American Title Insurance Company from any and all liability as a result of any inaccuracy in the map. Furthermore, the parties to this escrow understand that only a survey can determine the actual boundaries and dimensions of the land to be insured. If the parties elect to order a survey it will be at their expense and is outside the requirements of this escrow.

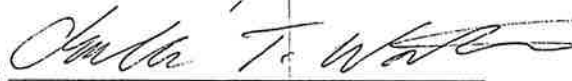
December 28, 2012

Watson Bros. Farms, Inc.

By:


Nathan Cory Watson, President

By:


Challen Thomas Watson, Secretary


Gerald Dennis Granzkow, trustee



Pioneer Title Co.

BEHIND BY YOU

File No. 519062

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Pioneer Title Company of Canyon County.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files or from our affiliates.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

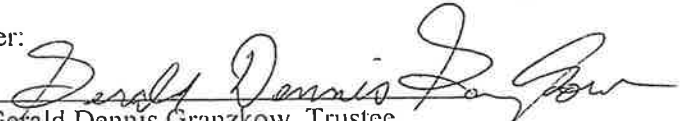
December 28, 2012

Buyer:

Watson Bros. Farms, Inc.

By: 
Nathan Cory Watson, President

Seller:

By: 
Gerald Dennis Granzkow, Trustee
The Trustees of Gerald Dennis Granzkow Living Trust

By: 
Challen Thomas Watson, Secretary



SUPPLEMENTAL ESCROW INSTRUCTIONS TO PIONEER TITLE COMPANY

These Supplemental Instructions are made a part of and incorporated into those certain instructions executed under File No. 519062 by the parties thereto. They are intended to supplement said instructions, and unless specifically set out herein, do not negate, void, or amend the terms, conditions, and provisions contained in said instructions.

The buyer and seller have instructed the escrow agent to include language in the Note and Deed of Trust/Mortgage executed and/or approved in this transaction regarding the seller's right to call the Note fully due and payable in the event the buyer sells or conveys the subject property as follows:

"If the Maker hereof sells, conveys, or alienates the property described in the Deed of Trust/Mortgage securing this Note, or any part thereof, or any interest therein, excluding a transfer by devise, descent or operation of law upon the death of the Maker, any indebtedness or obligation secured hereby (irrespective of the maturity date expressed herein) at the option of the holder hereof and without demand or notice shall immediately become due and payable."

There shall be no long term escrow collection account established through this escrow for the collection of the Note and Deed of Trust being prepared and deposited herein, and escrow holder is instructed to forward all original documents after closing to seller at the address provided.

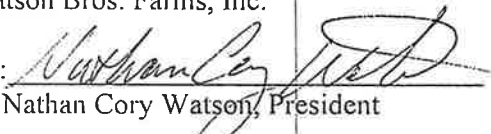
Some of the language contained in these supplemental instructions may have been included at the request of buyer and/or seller. The escrow agent makes no warranties as to the legal sufficiency of such language, and parties are advised to consult their legal counsel prior to the execution of these instructions and documents if they have any questions regarding the same.

Date: December 28, 2012

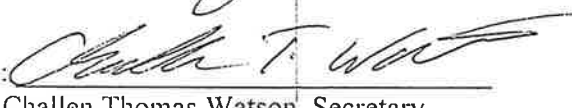
Buyer:

Watson Bros. Farms, Inc.

By:

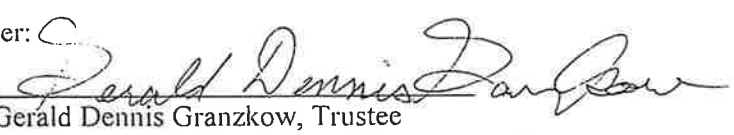

Nathan Cory Watson, President

By:


Challen Thomas Watson, Secretary

Seller:

By:


Gerald Dennis Granzkow, Trustee
The Trustees of Gerald Dennis Granzkow
Living Trust



Pioneer Title Co.

100 10th Avenue South
Nampa, ID 83651

ELECTRONICALLY RECORDED; DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 519062 TG/LF

2012-058537

RECORDED

12/31/2012 03:13 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=5 MBROWN \$22.00
TYPE: MTG D OF T
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

Beneficiary Initials

WJ

DEED OF TRUST

THIS DEED OF TRUST, Made December 28, 2012 between Watson Bros. Farms, Inc. herein called GRANTOR, whose address is 15248 Plum Rd, Caldwell, ID 83607; Pioneer Title Company of Canyon County, herein called TRUSTEE; and The Trustees of Gerald Dennis Granzkow Living Trust whose mailing address is PO Box 458, Marsing, ID 83639, herein called BENEFICIARY;

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Canyon, State of Idaho, described as follows:

THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

See Exhibit A attached hereto and made a part hereof.

If all, or any part, of the subject real property, or an interest therein is sold, transferred, or contracted to be sold or transferred in the future by agreement, without the Beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of the Grantor, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of \$105,000.00 One Hundred Five Thousand Dollars and No Cents final payment due 12/30/17. and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay: (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust.

(5) Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power, pay allowable expenses.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

B. It is mutually agreed that:

(1) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of title evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at accrued legal judgment rate per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

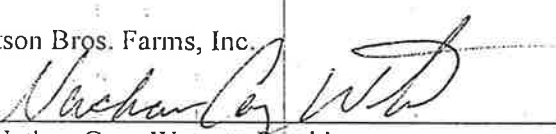
(8) Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(9) In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustees named herein.

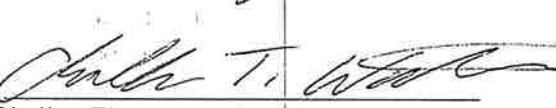
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address herein before set forth.

Watson Bros. Farms, Inc.

By:

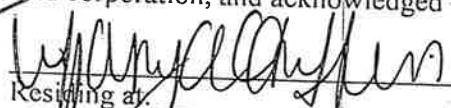

Nathan Cory Watson, President

By:


Challen Thomas Watson, Secretary

State of Idaho, County of Canyon

On this 31st day of December in the year of 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Nathan Cory Watson, known or identified to me to be the President of the corporation that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same


Residing at:

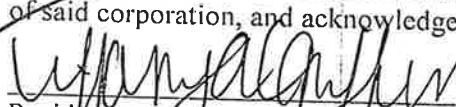
Commission Expires:

State of Idaho, County of Canyon

RESIDING IN MERIDIAN, IDAHO
MY COMMISSION EXPIRES 05-17-2014



On this 31st day of December in the year of 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Challen Thomas Watson, known or identified to me to be the Secretary of the corporation that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same


Residing at:

Commission Expires:

RESIDING IN MERIDIAN, IDAHO
MY COMMISSION EXPIRES 05-17-2014

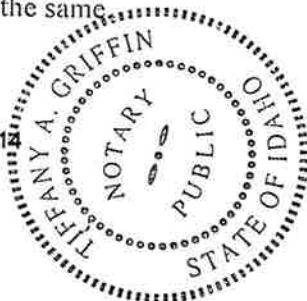


EXHIBIT A

Parcel I:

A portion of the Northwest Quarter of the Northwest Quarter of Section 22, Township 3 North, Range 4 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Northwest corner of said Northwest Quarter of the Northwest Quarter; thence
South 89° 04' 48" East along the North boundary of said Northwest Quarter of the Northwest Quarter a
distance of 1,318.57 feet to the Northeast corner of said Northwest Quarter of the Northwest Quarter; thence
South 0° 44' 14" West along the East boundary of said Northwest Quarter of the Northwest Quarter a
distance of 660.35 feet; thence
North 89° 01' 23" West a distance of 1,323.16 feet to a point on the West boundary of said Northwest
Quarter of the Northwest Quarter; thence
North 1° 08' 09" East along said West boundary a distance of 659.03 feet to the POINT OF BEGINNING.

SUBJECT TO County road rights of way along the Northerly and Westerly boundaries and to a 28-foot ingress-egress easement along the Easterly boundary.

Parcel II:

A portion of the Northwest Quarter of the Northwest Quarter of Section 22, Township 3 North, Range 4 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Southwest corner of said Northwest Quarter of the Northwest Quarter; thence
North 1° 08' 09" East along the West boundary of said Northwest Quarter of the Northwest Quarter a
distance of 659.03 feet; thence
South 89° 01' 23" East a distance of 1,323.16 feet to a point on the East boundary of said Northwest Quarter
of the Northwest Quarter; thence
South 0° 44' 14" West along said East boundary a distance of 660.35 feet to the Southeast corner of said
Northwest Quarter of the Northwest Quarter; thence
North 88° 57' 58" West along the South boundary of said Northwest Quarter of the Northwest Quarter a
distance of 1,327.75 feet to the POINT OF BEGINNING.

SUBJECT TO a County road right-of-way along the Westerly boundary and includes use of a ingress-egress easement described as the East 28 feet of the North 690 feet of the said Northwest Quarter of the Northwest Quarter of Section 22, Township 3 North, Range 4 West, Boise Meridian, Canyon County, Idaho.



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

January 07, 2019

WATSON BROS FARMS INC
15248 PLUM RD
CALDWELL ID 83607-8598

Re: Change in Ownership for Water Right No: 63-33061

Dear Water Right Holder:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right 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) 287-4920.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Debbi Judd', is written over a light blue horizontal line.

Debbi Judd
Technical Records Specialist

Enclosures

c. Wilder Irrigation District