

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR AMENDMENT OF A PERMIT

Fee is \$100 per § 42-221C, Idaho Code

RECEIVED
DEC 20 2018
Department of Water Resources
Eastern Region

Applicant(s) Double D Farms, LLC Phone 208-766-3314
Name connector (check one): ☐ and ☐ or ☐ and/or
Mailing address 2333 West 500 South City Malad
State ID Zip 83252 Email: davissod@gmail.com

I am the owner of Water Appropriation Permit No. 15-7291 and request that the permit be amended as follows:

- ☒ Change point of diversion ☐ Add point of diversion ☐ Change period of use
☐ Change nature of use ☒ Change place of use ☐ Other _____

1. Point of diversion: ☐ No changes to point(s) of diversion. Skip item #1 and proceed to #2.
☐ Attach Eastern Snake Plain Aquifer analysis if this proposes to change a point of diversion affecting the ESPA.

Twp	Rge	Sec	Govt Lot	¼	¼	¼	County	Source	Local name or tag #
14S	35E	25		SE	NE		Oneida	Groundwater	

2. Period and nature of use: ☒ No changes to period and/or nature of use. Skip item #2 and proceed to #3.

Amount 1.07 for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year) (water use) (month/day) (month/day)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year) (water use) (month/day) (month/day)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year) (water use) (month/day) (month/day)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year) (water use) (month/day) (month/day)

3. Place of use or land to be irrigated: ☐ No changes to place of use. Skip item #3 and proceed to #4.

Twp	Rge	Sec	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
14S	35E	25	34.5	29.5	35.5	33.5													133

remainder of 15-7291

Total number of acres to be irrigated 133 PPU

AMENDED
15-7291

4. Property ownership: ☐ No changes to point of diversion and/or place of use. Skip item #4 and proceed to #5.

a. Who owns the property at the point of diversion? Double D Farms, LLC

b. Who owns the land to be irrigated or place of use? Double D Farms, LLC

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing:

5. Describe the proposed change in narrative form:

A 53-acre portion of this water right is being transferred and combined with water right 15-2047 on the same
permissible place of use.

6. Map: ☐ The point(s) of diversion and/or the place of use are not amended, therefore a map is not attached.

Attach a map showing the proposed point(s) of diversion and/or place(s) of use. Clearly label the map with township, range, section, and $\frac{1}{4}$ $\frac{1}{4}$ of section information. A photocopy of a USGS 7.5 minute topographic quadrangle is commonly used, or the *Map Tool* available on the Department website provides a satisfactory template for creating the required map (<http://maps.idwr.idaho.gov/TransferApplicationLayouts/Map>).

7. Signature:

The information in this application is true to the best of my knowledge. I understand that any willful misrepresentations in this application may result in rejection of the application or cancellation of an approval.

[Signature]
Signature of applicant or authorized agent

Samuel Daus member 12-11-18
Print name (and title, if applicable) Date

[Signature]
Signature of applicant or authorized agent

Terry Daus member 12-11-18
Print name (and title, if applicable) Date

FOR DEPARTMENT USE ONLY

Received by *SL*
Received by *SL*
Reviewed by _____

Date 12/20/18
Date 12/20/18
Date _____

Receipt No. FD44599

15-7291

[Close](#)**IDAHO DEPARTMENT OF WATER RESOURCES**
Water Permit Report

10/26/2018

WATER RIGHT NO. 15-7291

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	NATALIE HANNUM
Current Owner	OLIN HANNUM
	8001 S OLD HWY 191
	MALAD, ID 83252
	8015100125
Original Owner	JACK A HANNUM
	2480 S 2300 W
	OGDEN, UT 84401
	8017316721
Security Interest	USDA FARM SERVICE AGENCY
	98 E 800 N STE 2
	PRESTON, ID 83263-5538
	2088520482

Priority Date: 07/05/2007

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	3 CFS	
Total Diversion			3 CFS	

Location of Point(s) of Diversion:

GROUND WATER, SENE Lt 5 Sec. 17 Township 16S Range 36E ONEIDA County

Place(s) of use:

Place of Use Legal Description: IRRIGATION ONEIDA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
16S	36E	16		NWNW	39		SWNW	39						
		17	1	NENE	36	5	SENE	40						
			6	NESE	5.5									

Total Acres: 159.5

Conditions of Approval:

1. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
2. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
3. 26A Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.
4. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

Dates:

Proof Due Date: 10/01/2020

Proof Made Date:

Approved Date: 10/12/2007

Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Application Received Date: 07/05/2007

Protest Deadline Date: 08/06/2007

Number of Protests: 0

Field Exam Date::

Date Sent to State Off:

Date Received at State Off:

Other Information:

State or Federal:

Owner Name Connector: AND
Water District Number:
Generic Max Rate per Acre: 0.02
Generic Max Volume per Acre: 3.5
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False
Close

State of Idaho
Department of Water Resources
Permit To Appropriate Water
15-7291

IRRIGATION

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



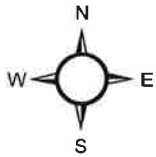
- ⊙ Point of Diversion
- Place Of Use Boundary
- ▬ Townships
- ▬ PLS Sections
- ▬ Quarter Quarters

0 0.075 0.15 0.3 Miles



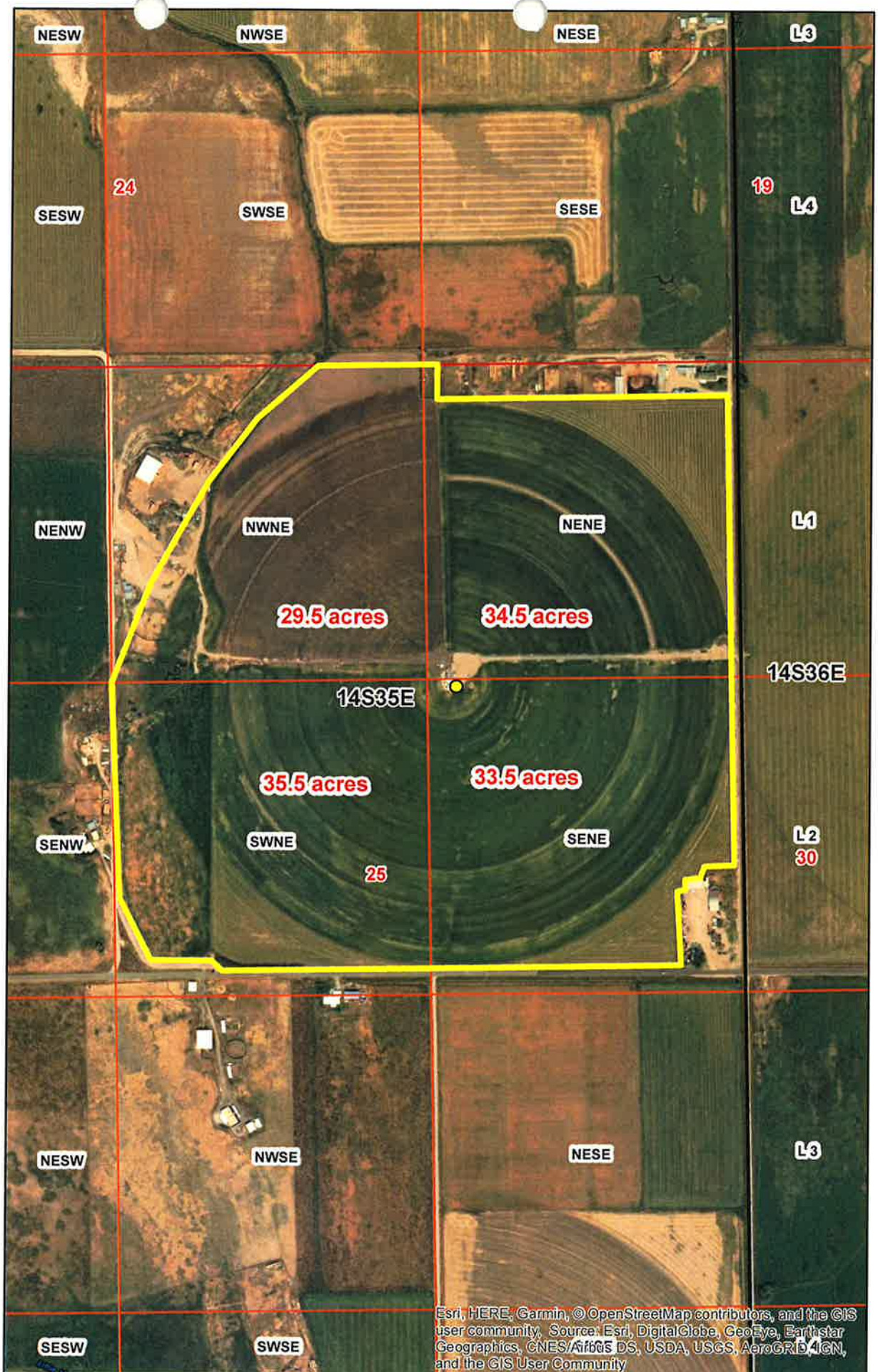
Map produced on October 26, 2018

15-7291



Legend

- New POU
- New POD
- TR Lines
- Section Lines
- Quarter Quarters



50299
#1

Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community. Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Post - Amendment
15-7291

Application to Amend Permit No. 15-7291

CURRENT		
POU	CFS	Acres
16S 36E 16,17	3	159.5
TOTALS	3	159.5

AMENDED			
POU	CFS	Acres	PPU
14S 35E 25	1.07	53	137
14S 36E 30	0.34	18	63
14S 36E 30	0.55	29	64
14S 35E 14	0.75	40	40
14S 35E 14	0.29	19.5	15.5
	3	159.5	319.5

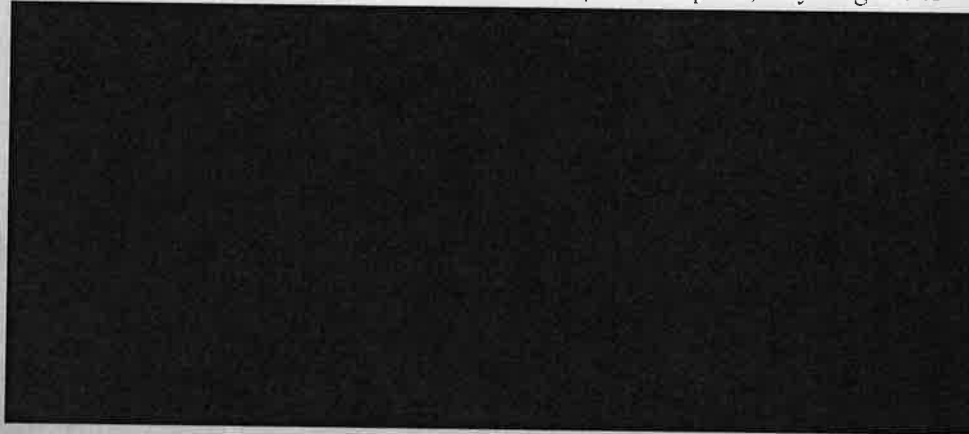
WATER RIGHT PURCHASE AND SALE AGREEMENT

Seller: Double D Farms LLC
4893 E. Highway 36
Malad, Idaho 83252
(208) 766-3314
davissod@gmail.com

Buyer: Olin Hannum and Natalie Hannum
8001 S. Old Highway 191
Malad, Idaho 83252
(801) 510-0125
arrowheadcabinet@gmail.com

This Water Right Purchase and Sale Agreement ("Agreement") is entered into between Seller and Buyer. Seller and Buyer are referred to herein individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

1. **Effective Date.** This Agreement shall take effect on the date that both Seller and Buyer have signed this Agreement, as evidenced by the dates next to their signatures ("Effective Date"). Fully signed copies of this Agreement and the Security Agreement (defined below) shall be delivered to both Parties on the Effective Date.
2. **Sale of Water Right.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Idaho water right permit number 15-7291 (the "Water Right");
3. **Purchase Price.** The total purchase price to be paid by Buyer for the Water Right is 
.
4. **Payment of Purchase Price.** The purchase price shall be paid as follows:
 - 4.1 **Down Payment.** As a down payment toward the purchase price, Buyer agrees to



- 4.2 Balance.** The [REDACTED] balance of the purchase price shall be due and payable at Closing in cash or other immediately available funds.
- 5. Amendment of Permit.** Buyer will file an Application for Amendment of a Permit ("Amendment Application") with the Idaho Department of Water Resources ("IDWR") to change the point of diversion and place of use of the Water Right from their current locations onto property owned by Buyer in Oneida County, Idaho.
- 5.1** Buyer will be responsible for the costs associated with the Amendment Application.
- 5.2** Seller will cooperate with Buyer in processing the Amendment Application, and will execute any documents necessary to obtain IDWR approval of the Amendment Application.
- 5.3** Buyer may amend the Amendment Application from time to time as necessary to obtain IDWR approval of the Application in a manner satisfactory to Buyer.
- 5.4** Closing shall not occur until after the IDWR approves the Amendment Application.
- 5.5** The Water Right will remain in Seller's name until Closing. After Closing, Buyer will file a Notice of Change in Water Right Ownership with IDWR to change the Water Right into Buyer's name.
- 6. Conditions Precedent.** All obligations of Buyer to close this transaction are subject to the fulfillment of each of the following conditions before or at Closing, unless waived by Buyer in writing:
- 6.1** Buyer's reasonable satisfaction that the Water Right is valid and transferrable to Buyer, free and clear of any liens or encumbrances. If Buyer reasonably determines that the Water Right may not be valid or transferrable to Buyer free and clear of any liens or encumbrances, Buyer may elect to terminate this Agreement, in which Seller will purchase the Vehicle pursuant to section 4.1 of this Agreement.
- 6.2** IDWR approval of the Amendment Application. If IDWR refuses to process the Amendment Application or a protest is filed against the Amendment Application that Buyer reasonably believes creates a significant risk of precluding complete approval of the Amendment Application, Buyer may elect to withdraw the Amendment Application and terminate this Agreement, in which Seller will purchase the Vehicle pursuant to section 4.1 of this Agreement.
- 6.3** Seller's performance and compliance with all terms of this Agreement and the Security Agreement. If Seller fails to comply with any term of this Agreement or the Security Agreement, Buyer may elect to terminate this Agreement, in which case Seller will purchase the Vehicle pursuant to section 4.1 of this Agreement.

7. **Title.** Seller will convey the Water Right to Buyer, free and clear of any liens or other encumbrances, via an IDWR Assignment of Permit form.
8. **Closing.** The sale of the Water Right set forth herein shall be completed (the "Closing") within thirty (30) days after Buyer is notified of IDWR's approval of the Amendment Application, or at such other date as may be mutually agreed upon by the Parties. Closing shall occur at the law offices of Racine, Olson, Nye & Budge, Chartered, 201 E. Center St., Pocatello, Idaho, or such other place as may be mutually agreed upon by the Parties.
 - 8.1 **Assignment of Permit.** Seller will execute and deliver to Buyer an IDWR Assignment of Permit form transferring the Water Right to Buyer.
 - 8.2 **Additional Documents.** Seller and Buyer will execute such other documents as may be required to complete the sale.
 - 8.3 **Payment.** Buyer will pay the balance of the purchase price in cash or other immediately available funds.
 - 8.4 **Possession.** Buyer will be given exclusive possession and use of the Water Right.
9. **Seller Warranties and Representations.** Seller represents and warrants to Buyer that the following are true now and will be at closing.
 - 9.1 **Authority.** Seller has full power and authority to sell and transfer the Water Right to Buyer.
 - 9.2 **Title.** Seller holds good and marketable title to the Water Right in fee simple absolute. The Water Right will at Closing be free and clear of liens, security interests, mortgages, taxes, assessments, charges, claims, or encumbrances of any kind. The Water Right is in good standing with IDWR and has not been forfeited or abandoned. There is no suit, action, arbitration, legal, administrative or other proceeding pending or threatened against the Water Right.
 - 9.3 **No Supplemental Rights.** The Water Right is the sole source of irrigation water for the land to which it is appurtenant.
 - 9.4 **Cooperation.** Seller will cooperate with Buyer before, during and after closing to effectuate the transactions contemplated in this Agreement.
 - 9.5 **Broker.** No real estate agent represents Seller in connection with this transaction and there are no commissions or fees payable in connection with this sale.
 - 9.6 **Legal Advice.** Buyer has had the opportunity to consult with independent counsel to be advised on legal and tax matters concerning this Agreement.
10. **Buyer Representations.** Buyer makes the following representations:

- 10.1 Authority.** Buyer has full power and authority to purchase the Water Right from Seller.
- 10.2 Legal Advice.** Buyer has had the opportunity to consult with independent counsel to be advised on legal and tax matters concerning this Agreement.
- 10.3 Broker.** No real estate agent represents Buyer in connection with this transaction and there are no commissions or fees payable in connection with this sale.
- 11. Default.** In the event of Buyer's default, Buyer agrees to pay to Seller \$1,000.00 as liquidated damages and the sole remedy of Seller. In the event of Seller's default, Buyer shall be entitled to specific performance in addition to all other remedies allowed by law.
- 12. Attorney Fees.** Each Party is responsible for paying their own attorney fees and other expenses incurred in connection with forming and completing this Agreement. If either Party is required to retain an attorney in order to enforce the terms of this Agreement, the prevailing Party in any litigation arising therefrom shall be entitled to recover reasonable attorney fees and costs incurred.
- 13. Notices.** Any notices and communications between the Parties for the purpose of complying with or enforcing the terms of this Agreement shall be in writing and delivered to the Party either by (i) personal delivery, (ii) certified mail, or (iii) email at the Party's email address set forth above. Notice shall be effective upon receipt thereof.
- 14. Time of Essence.** Time is of the essence of this Agreement.
- 15. Binding Effect.** This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective Parties hereto.
- 16. Entire Agreement.** This Agreement shall constitute the entire Agreement between the Parties and supersedes all previous oral or written agreements, including but not limited to the Purchase Agreement dated July 27, 2018, between the Parties concerning the subject matter of this Agreement.
- 17. Amendment.** No alteration, modification, or amendment of this Agreement shall be valid except in writing and when signed by the Parties.
- 18. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

[End of Agreement; Signatures Below]

SELLER: Double D Farms, LLC

By: Terry Davis
Terry Davis, Manager

Date: 8-20-18

BUYER:

Olaf Hannum
Olaf Hannum

Date: 20 Aug 2018

Natalie Hannum
Natalie Hannum

Date: 8-20-18

EXHIBIT A

WATER RIGHT PURCHASE AND SALE AGREEMENT – Exhibit A

15-7291

SECURITY AGREEMENT

This Security Agreement ("Agreement") is entered into between Double D Farms LLC, 4893 E. Highway 36, Malad, Idaho 83252, ("Lender") and Olin Hannum and Natalie Hannum, 8001 S. Old Highway 191, Malad, Idaho 83252 ("Borrower").

1. **The Indebtedness.** "Indebtedness" shall mean the Down Payment of [REDACTED] as set forth in the Water Right Purchase and Sale Agreement executed with this Agreement.

2. **Security.** Borrower hereby grants to Lender a security interest in the [REDACTED] (the "Collateral").

3. **Borrower's Covenants and Warranties.** Borrower covenants with and warrants to Lender that:

3.1 Except as specifically disclosed to Lender in writing, Borrower is the sole and absolute owner of all the collateral described above. Borrower shall not encumber, pledge, mortgage, or grant a security interest in any Collateral without Lender's prior written consent.

3.2 Borrower hereby agrees to execute and deliver to Lender, or alternatively hereby authorizes Lender to act for Borrower to execute and deliver, an application for certificate of title for the Collateral identifying Lender as the first lienholder, and to cooperate in executing and delivering any other documents necessary to perfect Lender's security interest in the Collateral.

3.3 Borrower will defend the Collateral against and indemnify and hold Lender harmless from, any claim or demand adverse to Lender's interest in the Collateral.

3.4 Borrower will maintain the Collateral to be in good working condition. Except to the extent specifically consented by Lender in writing, Borrower will not sell or dispose of the Collateral.

3.5 Borrower will obtain and maintain policies of insurance covering the Collateral in types, amounts, and with companies satisfactory to Lender; and, if requested by Lender, Borrower shall obtain loss payable endorsements in favor of Lender or cause Lender to be named as loss payee under any such insurance policies.

3.6 Borrowers will permit Lender to inspect and verify the Collateral.

4. **Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

4.1 Borrower shall fail to pay any portion of the Indebtedness when due under the Water Right Purchase and Sale Agreement signed herewith.

4.2 Borrower shall breach any term or fail to perform any obligation under this Agreement or the Water Right Purchase and Sale Agreement.

5. **Rights and Remedies.** Upon the occurrence of an Event of Default or the termination of this Agreement, Lender shall have all of the rights and remedies of a secured party under the Uniform Commercial Code and applicable law which includes but are not limited to the following:

5.1 Lender may, without notice or demand, declare all or any portion of the Indebtedness to be immediately due and payable.

5.2 Lender may enforce its security interest in and its rights to the Collateral pursuant to the Uniform Commercial Code and any applicable law.

5.3 Lender may require Borrower to make the Collateral available to Lender at a place designated by Lender.

5.4 Lender, its agents or the sheriff of any country in which the Collateral is located, may enter upon the premises of Borrower and take possession of the Collateral.

5.5 Lender may use, market or operate the Collateral to the extent that it deems appropriate for the purpose of caring for, preserving, or disposing of the Collateral or for any other purpose which Lender deems appropriate. Lender shall have no obligation to Borrower to maintain or preserve the rights of Borrower in and to the Collateral as against the claims of third parties while the Collateral is in the possession, custody, or control of Lender.

5.7 Lender may use, sell or dispose of the Collateral.

5.9 Lender may sell the Collateral at a location to be determined by Lender in its discretion.

5.10 Except as otherwise provided by applicable law, nothing that is contained in the Agreement shall release any obligors, including without limitation, one or more of Borrower from their liabilities with respect to the Indebtedness or under the Loan Documents. Lender expressly reserves all rights that it has against all obligors under, and with respect to all Collateral securing, the Indebtedness.

6. Miscellaneous.

6.1 Lender's failure at any time to require strict compliance with any provision of this Agreement shall not affect Lender's continuing right thereafter to require strict compliance. Any suspension or waiver by Lender of any Event of Default shall not affect any other Event of Default and Lender's remedies with respect thereto, regardless of when said Event of Default occurs and the nature of said Event of Default. Any waiver, suspension, or consent by Lender with respect to Borrower's compliance with this Agreement, the occurrence of any Event of Default, and Lender's rights and remedies under this Agreement, must be in writing and shall be effective only to the extent specifically set forth therein.

6.2 In the event that one or more of the provisions of this Agreement should be deemed or held to be invalid, illegal, unenforceable or against public policy in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

6.3 This Agreement shall bind and inure to the benefit of Lender, its affiliates, successors and assigns. Borrower shall not assign, in whole or in part, this Agreement or any of the rights, duties or obligations of Borrower hereunder. Any such assignment or attempted assignment by Borrower shall be void and of no effect with respect to Lender.

6.4 In the event that Lender employs attorneys, accountants, appraisers, consultants, or other professional or outside assistance, including the services of any attorney who is a direct employee of Lender, in connection with:

- (A) The preparation, modification, or renewal of this Agreement or an promissory note, loan agreement, deed of trust, mortgage, or any other document incident to the Indebtedness;
- (B) Advising Lender concerning its legal rights and obligations with regard to the Indebtedness, or the Collateral, including advising Lender with regard to Borrower's exercise of any rights under any state or federal law;
- (C) Any litigation, dispute, proceeding, or action, whether instituted by Lender, Borrower, or any other person, relating to the Indebtedness, the Collateral, or Borrower's affairs, including representation of Lender in any bankruptcy, insolvency, or reorganization case or proceeding instituted by or against Borrower, and any attempt by Lender to enforce any rights against Borrower;
- (D) The inspection, verification, protection, collection, processing, sale, liquidation, or disposition of Collateral;

The reasonable amount of expenses so incurred by Lender shall be payable on demand and Lender may, at its option, add the amount thereof to any portion of the Indebtedness, and thereafter charge interest on such amount at the interest rate applicable to such portion of the Indebtedness.

6.5 The term of this Agreement shall commence on the date first written above and shall continue and remain in effect until released or terminated in writing by Lender. The Agreement may be amended or modified only in writing signed by Lender and Borrower.

6.6 This Agreement and any other agreement in connection with the Indebtedness shall be governed by and construed under the laws of the state of Idaho in which the offices of Lender are located. Time is of the essence in this Agreement.

6.7 All references in the Agreement to "Borrower" shall mean all the persons or entities listed in the first unnumbered paragraph as Borrowers and each of them, jointly and severally.

6.8 "Loan Documents" shall mean this Security Agreement and the Water Right Purchase and Sale Agreement executed herewith.

6.9 A default under this Agreement or any one or more of the Loan Documents shall constitute a default under all of the Loan Documents and shall entitle Lender to exercise its remedies under all Loan Documents.

6.10 The definition of any term used in this Agreement, including but not limited to the definition of any type of Collateral, shall have the meaning given in the existing Uniform Commercial Code, Article 9 and any revisions thereto as enacted in the state of the Borrower's principal residence or chief executive office, unless otherwise defined herein.

THE UNDERSIGNED AGREE TO ALL THE TERMS AND CONDITIONS SET FORTH ABOVE.

BORROWER: Olin Hannum and Natalie Hannum

20 Aug 2018
DATE

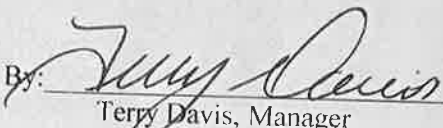
8-20-18
DATE


Olin Hannum


Natalie Hannum

SECURED PARTY: Double D Farms, LLC

8-20-18
DATE

By: 
Terry Davis, Manager

Instrument # 156889

MALAD, ONEIDA, IDAHO

8-10-2018 11:26:00 AM No. of Pages: 2

Recorded for: TERRY DAVIS

MATTHEW L COLTON

Ex-Officio Recorder Deputy Fee: 15.00

WARRANTY DEED

Grantor: GD Farms, LLC
3190 West 2000 North
Malad City, Idaho 83252

Grantee: Double D Farms, LLC
4893 E Highway 36
Malad City, Idaho 83252

Instrument # 156911

MALAD, ONEIDA, IDAHO

8-17-2018 00:30:00 AM No. of Pages: 2

Recorded for: TERRY DAVIS

MATTHEW L COLTON

Ex-Officio Recorder Deputy Fee: 15.00

For value received, Grantor hereby conveys, grants, and warrants unto Grantee its entire right, title, and interest in and to the following described parcel of real property in Oneida County, Idaho (the "Property"):

COMMENCING 12 rods South of the NE corner of Section 25, Township 14 South, Range 35 East, Boise Meridian; THENCE South 68 rods, West 80 rods, North 68 rods, East 80 rods to the POINT OF BEGINNING. ALSO the NW NE of 25-14-35 TD

The Property is conveyed together with all fixtures, improvements, appurtenances, rents, issues, and profits that relate or pertain to the Property, to have and to hold the same unto Grantee and its successors and assigns forever.

Grantor covenants that it is the owner in fee simple of the Property, and that the Property is free and clear of any mortgages, liens, or other encumbrances except: a) those of record in the real property records of Oneida County, Idaho; b) current taxes, ordinances, and federal and state rights and reservations, including, without limitation, patents, oil, gas, and minerals; c) conflicts in boundary lines, shortage in area, encroachments, or any other fact that a correct survey would disclose; d) easements or claims of easement not shown by the public records; e) use restrictions and building and zoning regulations and ordinances of any governmental unit. Subject to the foregoing exceptions, Grantor will warrant and defend the Property against any and all lawful claims whatsoever.

[Signature Page Below]

WARRANTY DEED - 1

15-7291

156889

GRANTOR:

GD FARMS, LLC

An Idaho limited liability company

156911

By: Gary T. Davis
Gary T. Davis, Member

Date: 8-9-18

STATE OF IDAHO)

: ss.

County of Oneida)

This record was acknowledged before me on this 9th day of August, 2018, by Gary T. Davis as the sole member of GD Farms, LLC



Susan E. Williams
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 7/28/21

WARRANTY DEED - 2

15-7291

140051
Notation No. 30, Day November 2006
At 2:30 O'clock P.M.
Dustin W. Smith
Notary Public
Fee \$ 300
Recorded at Request of
Dustin W. Smith

**CORRECTED
WARRANTY DEED**

For Value Received, JACK LEWIS and DONNA W. LEWIS, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto DOUBLE D FARMS, L.L.C., an Idaho Limited Liability Company, of 2333 West 500 South, Malad City, ID 83252, the Grantee, the following described premises, to-wit:

South One half of Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$), Section 25, Township 14 South, Range 35 East, Boise Meridian, in Oneida County, Idaho.

THIS DEED IS GIVEN TO CORRECT THAT QUITCLAIM DEED DATED SEPTEMBER 5, 2006, BETWEEN THE PARTIES HERETO, AND RECORDED SEPTEMBER 22, 2006, AS INSTRUMENT NO. 139715.

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

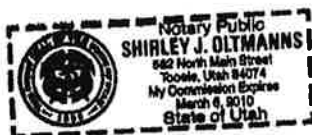
DATED: 24 Nov. 2006

JACK LEWIS
DONNA W. LEWIS

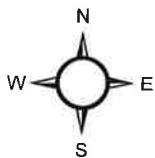
STATE OF UTAH)
County of Tooele : ss.

On this 24th day of Nov., 2006, personally appeared before me, a notary public in and for said County and State, JACK LEWIS and DONNA W. LEWIS, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

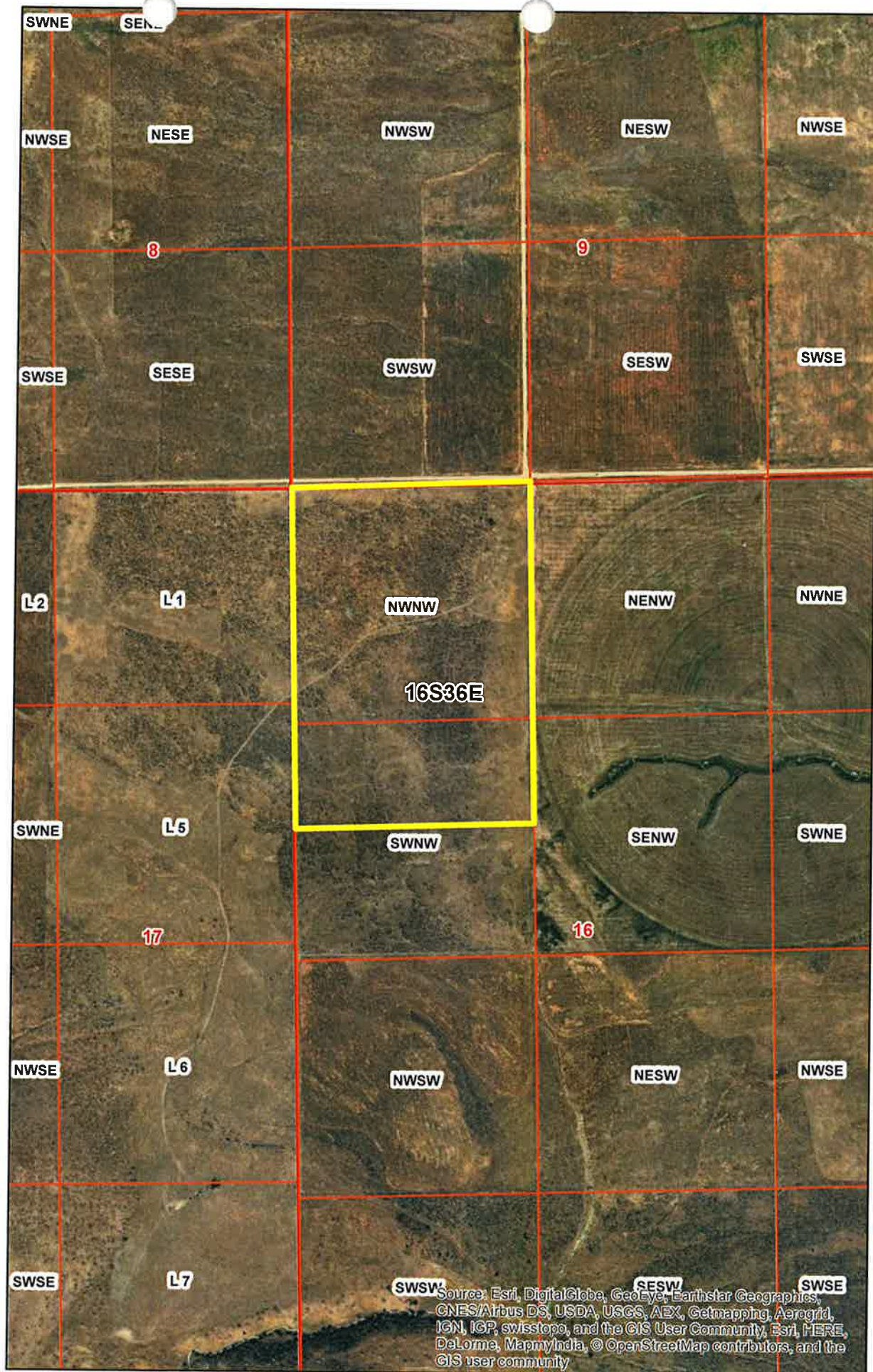


Shirley J. Oltmanns
Notary Public
Residing at: Tooele, Ut
My Commission Expires: Mar. 6, 2006



Legend

- Current POU
- TR Lines
- Section Lines
- Quarter Quarters



50299
#1

15-7291

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR AMENDMENT OF A PERMIT

Fee is \$100 per § 42-221C, Idaho Code

RECEIVED

OCT 31 2018

Department of Water Resources
Eastern Region

Applicant(s) Double D Farms, LLC Phone 208-766-3314

Name connector (check one): ☐ and ☐ or ☐ and/or

Mailing address 2333 West 500 South City Malad

State ID Zip 83252 Email: davissod@gmail.com

I am the owner of Water Appropriation Permit No. 15-7291 and request that the permit be amended as follows:

☒ Change point of diversion

☐ Add point of diversion

☐ Change period of use

☐ Change nature of use

☒ Change place of use

☐ Other _____

1. **Point of diversion:** ☐ No changes to point(s) of diversion. Skip item #1 and proceed to #2.
☐ Attach Eastern Snake Plain Aquifer analysis if this proposes to change a point of diversion affecting the ESPA.

Twp	Rge	Sec	Govt Lot	¼	¼	¼	County	Source	Local name or tag #
14S	35E	25		SE	NE		Oneida	Groundwater	
14S	36E	30		NE	NW		Oneida	Groundwater	
14S	35E	14		NW	NE		Oneida	Groundwater	
14S	35E	14		SW	SE		Oneida	Groundwater	

2. **Period and nature of use:**

☒ No changes to period and/or nature of use. Skip item #2 and proceed to #3.

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year) (water use) (month/day) (month/day)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year) (water use) (month/day) (month/day)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year) (water use) (month/day) (month/day)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year) (water use) (month/day) (month/day)

3. **Place of use or land to be irrigated:** ☐ No changes to place of use. Skip item #3 and proceed to #4.

Twp	Rge	Sec	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
14S	35E	25	34.5	29.5	35.5	33.5													133
14S	36E	30					31.5			31.5									63
14S	36E	L1, L2						36.4	27.6										64
14S	35E	14						40											40
14S	35E	14															19.5		19.5

SUPERCEDED

Total number of acres to be irrigated 319.5 ppu

15-7291

4. Property ownership:

☐ No changes to point of diversion and/or place of use. Skip item #4 and proceed to #5.

- a. Who owns the property at the point of diversion? Double D Farms, LLC
- b. Who owns the land to be irrigated or place of use? Double D Farms, LLC and Brent Davis Family Trust
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing:
Double D Farms, LLC has contracted to purchase this water right. A redacted copy of the purchase agreement is attached.

5. Describe the proposed change in narrative form:

⁵³
This water right is being split five ways. A ~~27~~⁵³-acre portion is being transferred and combined with water right 15-2047. An 18-acre portion is being transferred and combined with water right 15-2031 on the portion owned by Double D Farms, LLC. A 29-acre portion is being transferred and combined with water right 15-2031 on the portion owned by Brent Davis Family Trust. A 40-acre portion of this water right will be moved to a parcel owned by Double D Farms, LLC on the NW quarter of the NW quarter of section 14 14S 35E. A ~~15~~^{19.5}-acre portion of this water right will be moved to a parcel owned by Double D Farms, LLC on the SW quarter of the SE quarter of section 14 14S 35E.

19.5

6. Map:

☐ The point(s) of diversion and/or the place of use are not amended, therefore a map is not attached.

Attach a map showing the proposed point(s) of diversion and/or place(s) of use. Clearly label the map with township, range, section, and ¼ ¼ of section information. A photocopy of a USGS 7.5 minute topographic quadrangle is commonly used, or the *Map Tool* available on the Department website provides a satisfactory template for creating the required map (<http://maps.idwr.idaho.gov/TransferApplicationLayouts/Map>).

7. Signature:

The information in this application is true to the best of my knowledge. I understand that any willful misrepresentations in this application may result in rejection of the application or cancellation of an approval.

Samuel Davis
Signature of applicant or authorized agent

Samuel Davis, Manager
Print name (and title, if applicable)

10-11-18
Date

Terry Davis
Signature of applicant or authorized agent

Terry Davis, Member
Print name (and title, if applicable)

10-11-18
Date

FOR DEPARTMENT USE ONLY

Received by SL

Date 10/31/18

Receipted by SL

Date 10/31/18

Receipt No. E044502

Reviewed by _____

Date _____

15-7291

[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Water Permit Report

10/26/2018

WATER RIGHT NO. 15-7291

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	NATALIE HANNUM
Current Owner	OLIN HANNUM 8001 S OLD HWY 191 MALAD, ID 83252 8015100125
Original Owner	JACK A HANNUM 2480 S 2300 W OGDEN, UT 84401 8017316721
Security Interest	USDA FARM SERVICE AGENCY 98 E 800 N STE 2 PRESTON, ID 83263-5538 2088520482

Priority Date: 07/05/2007

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	3 CFS	
Total Diversion			3 CFS	

Location of Point(s) of Diversion:

15 - 7291

GROUND WATER|SENE Lt 5|Sec. 17|Township 16S|Range 36E|ONEIDA County

Place(s) of use:

Place of Use Legal Description: IRRIGATION ONEIDA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
16S	36E	16		NWNW	39		SWNW	39						
		17	1	NENE	36	5	SENE	40						
			6	NESE	5.5									

Total Acres: 159.5

Conditions of Approval:

1. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
2. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
3. 26A Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.
4. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

Dates:

Proof Due Date: 10/01/2020

Proof Made Date:

Approved Date: 10/12/2007

Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Application Received Date: 07/05/2007

Protest Deadline Date: 08/06/2007

Number of Protests: 0

Field Exam Date::

Date Sent to State Off:

Date Received at State Off:

Other Information:

State or Federal:

15 - 7291

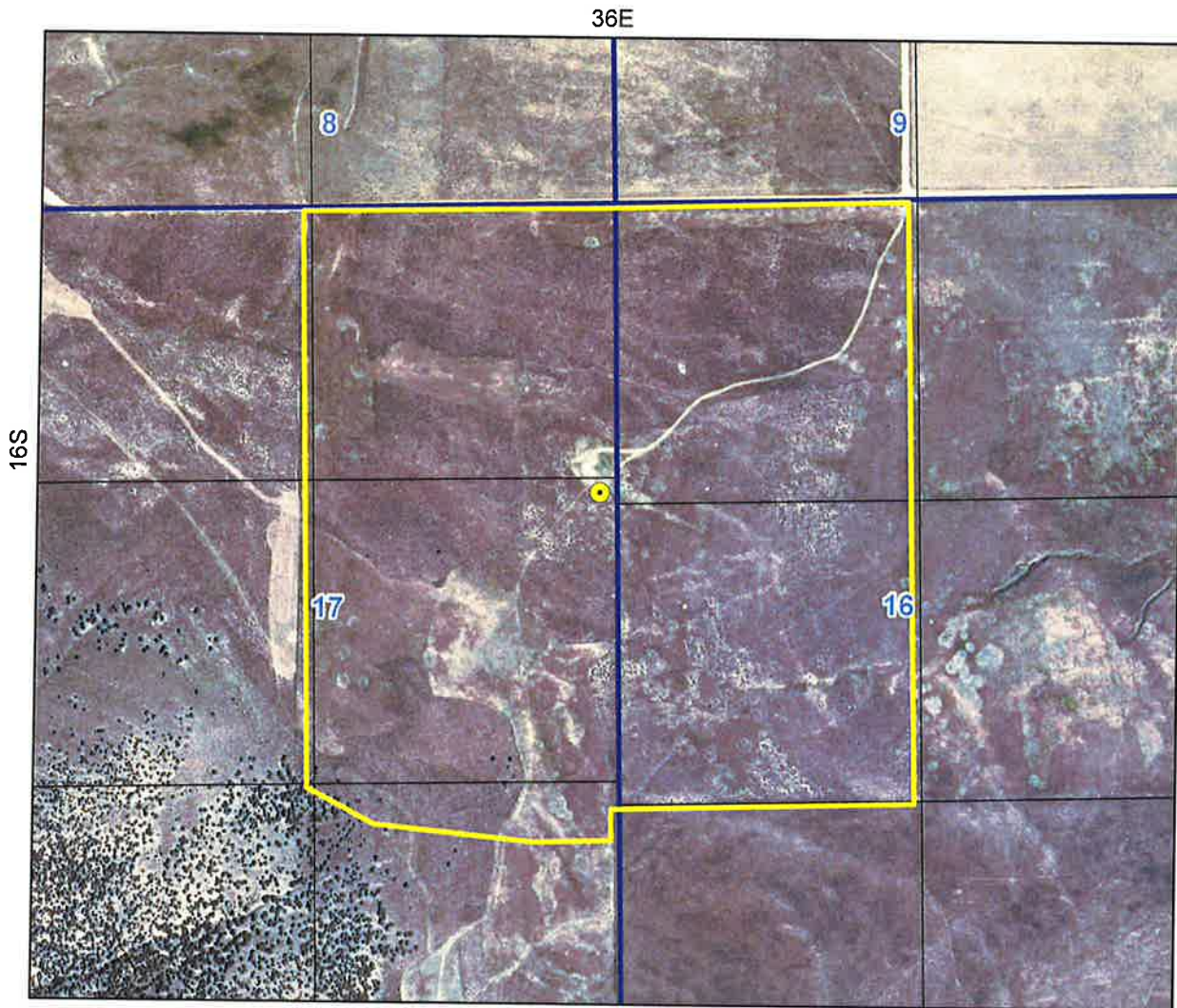
Owner Name Connector: AND
Water District Number:
Generic Max Rate per Acre: 0.02
Generic Max Volume per Acre: 3.5
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False
Close

State of Idaho
Department of Water Resources

Permit To Appropriate Water 15-7291

IRRIGATION

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



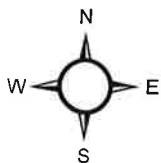
-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.075 0.15 0.3 Miles



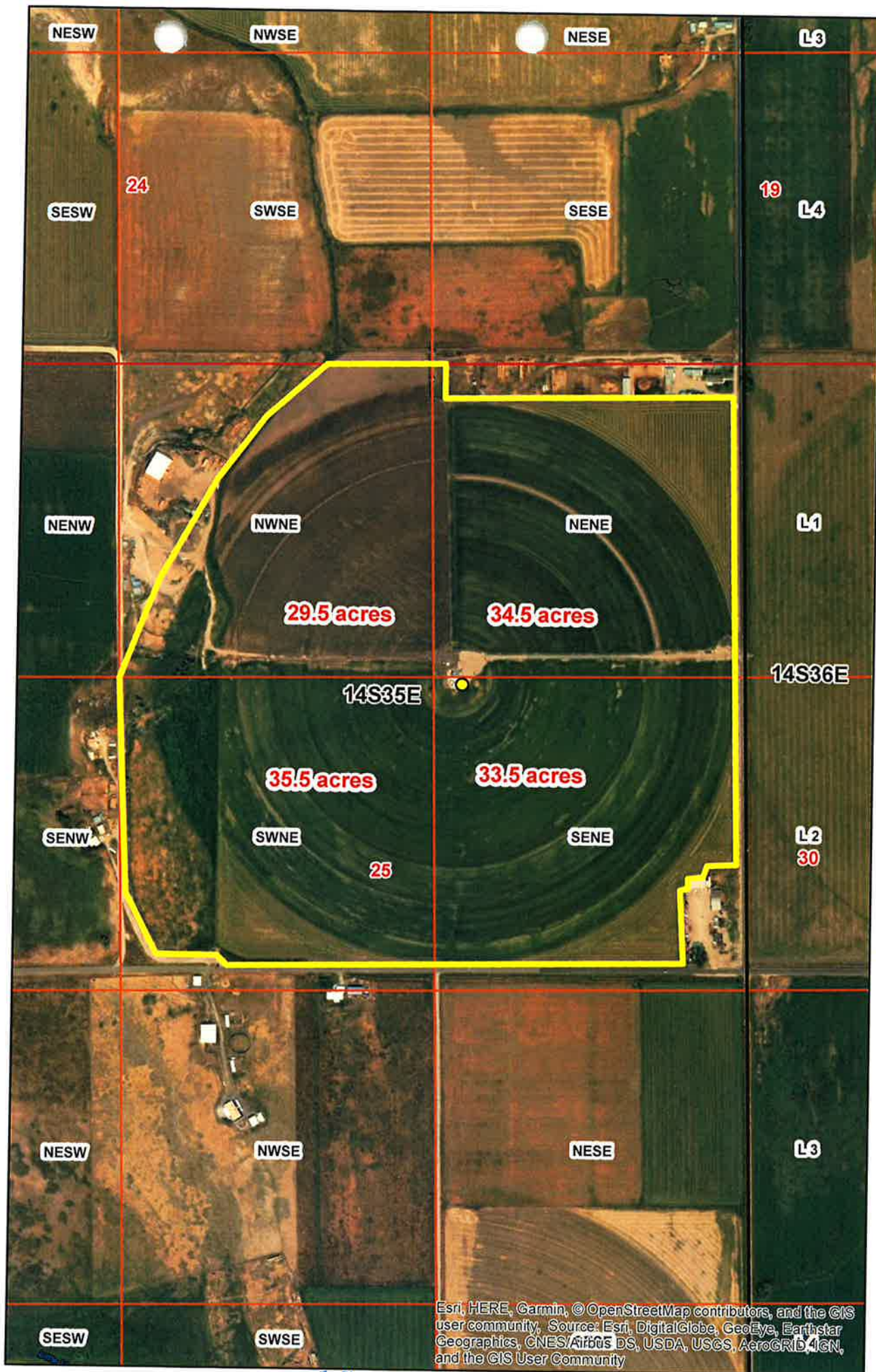
Map produced on October 26, 2018

15-7291



Legend

- New POU
- New POD
- TR Lines
- Section Lines
- Quarter Quarters



50299
#1

Esri, HERE, Garmin, ©OpenStreetMap contributors, and the GIS user community. Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

15-7291

Instrument # 156889

MALAD, ONEIDA, IDAHO

8-10-2018 11:26:00 AM No. of Pages: 2

Recorded for : TERRY DAVIS

MATTHEW L COLTON

Ex-Officio Recorder Deputy Fee: 15.00

Matthew L. Colton

WARRANTY DEED

Grantor: GD Farms, LLC
3190 West 2000 North
Malad City, Idaho 83252

Grantee: Double D Farms, LLC
4893 E Highway 36
Malad City, Idaho 83252

Instrument # 156911

MALAD, ONEIDA, IDAHO

8-17-2018 00:30:00 AM No. of Pages: 2

Recorded for : TERRY DAVIS

MATTHEW L COLTON

Ex-Officio Recorder Deputy Fee: 15.00

Lola Roth

For value received, Grantor hereby conveys, grants, and warrants unto Grantee its entire right, title, and interest in and to the following described parcel of real property in Oneida County, Idaho (the "Property"):

COMMENCING 12 rods South of the NE corner of Section 25, Township 14 South, Range 35 East, Boise Meridian; THENCE South 68 rods, West 80 rods, North 68 rods, East 80 rods to the POINT OF BEGINNING. ALSO the NW NE of 25-14-35 **TD**

The Property is conveyed together with all fixtures, improvements, appurtenances, rents, issues, and profits that relate or pertain to the Property, to have and to hold the same unto Grantee and its successors and assigns forever.

Grantor covenants that it is the owner in fee simple of the Property, and that the Property is free and clear of any mortgages, liens, or other encumbrances except: a) those of record in the real property records of Oneida County, Idaho; b) current taxes, ordinances, and federal and state rights and reservations, including, without limitation, patents, oil, gas, and minerals; c) conflicts in boundary lines, shortage in area, encroachments, or any other fact that a correct survey would disclose; d) easements or claims of easement not shown by the public records; e) use restrictions and building and zoning regulations and ordinances of any governmental unit. Subject to the foregoing exceptions, Grantor will warrant and defend the Property against any and all lawful claims whatsoever.

[Signature Page Below]

156889

GRANTOR:

GD FARMS, LLC

An Idaho limited liability company

156911

By: Gary T. Davis
Gary T. Davis, Member

Date: 8-9-18

STATE OF IDAHO)

: ss.

County of Oneida)

This record was acknowledged before me on this 9th day of August, 2018, by Gary T. Davis as the sole member of GD Farms, LLC



Susan E. Williams
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 7/28/21

WARRANTY DEED - 2

15-7291

140051
Microfilm No. 30, Day November 2006
At 2:30 O'clock P.M.
Quinn H. Hildner
Notary Public, State of Idaho
Fee \$ 300
Recorded at Request of
Dustin W. Smith

**CORRECTED
WARRANTY DEED**

For Value Received, JACK LEWIS and DONNA W. LEWIS, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto DOUBLE D FARMS, L.L.C., an Idaho Limited Liability Company, of 2333 West 500 South, Malad City, ID 83252, the Grantee, the following described premises, to-wit:

South One half of Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$), Section 25, Township 14 South, Range 35 East, Boise Meridian, in Oneida County, Idaho.

THIS DEED IS GIVEN TO CORRECT THAT QUITCLAIM DEED DATED SEPTEMBER 5, 2006, BETWEEN THE PARTIES HERETO, AND RECORDED SEPTEMBER 22, 2006, AS INSTRUMENT NO. 139715.

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

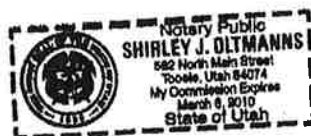
DATED: 24 Nov. 2006

Jack Lewis
JACK LEWIS
Donna W. Lewis
DONNA W. LEWIS

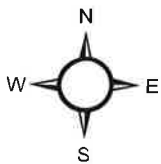
STATE OF UTAH)
County of Taubele : ss.

On this 24th day of Nov., 2006, personally appeared before me, a notary public in and for said County and State, JACK LEWIS and DONNA W. LEWIS, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

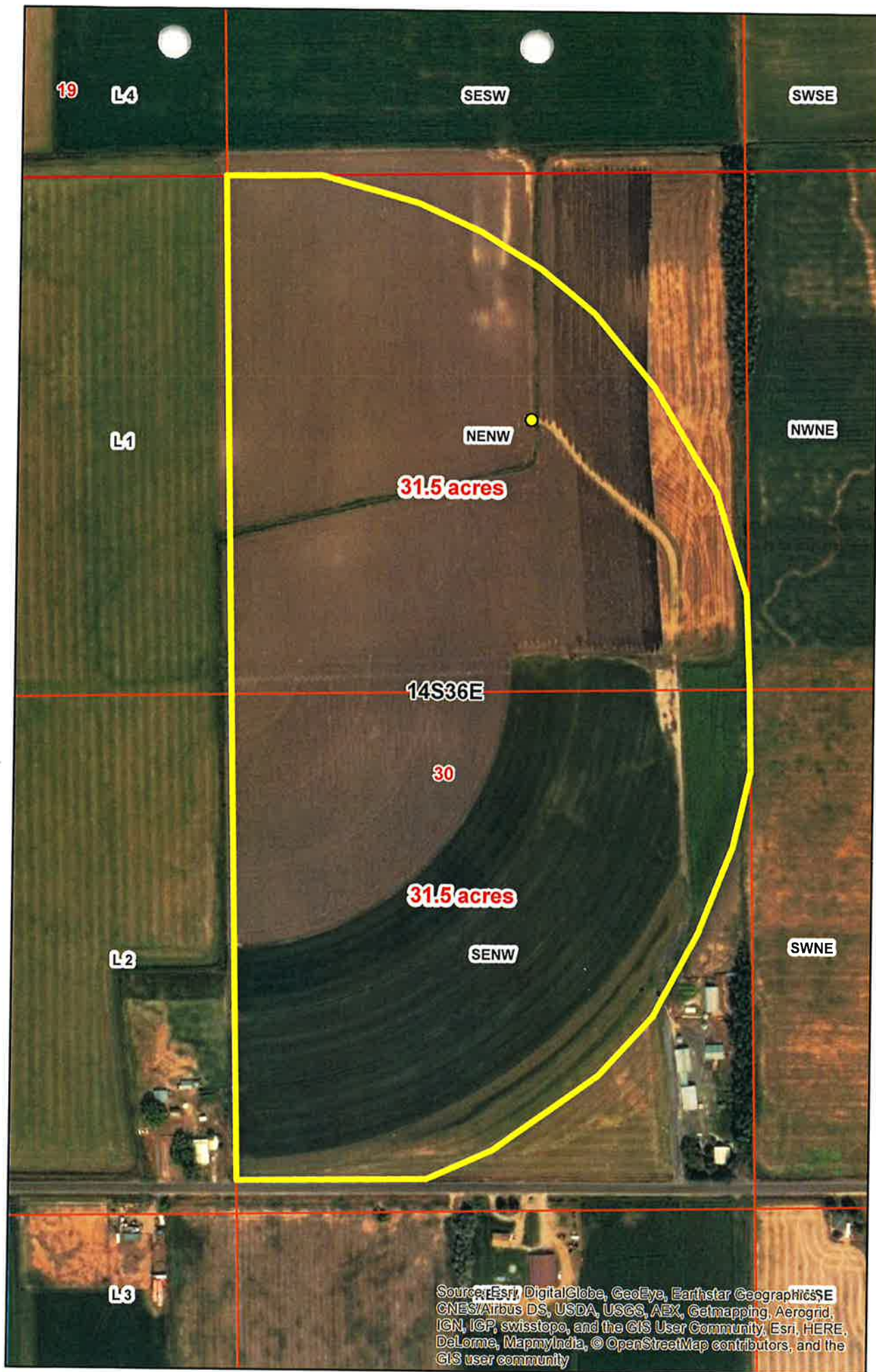


Shirley J. Oltmanns
Notary Public
Residing at: Taubele, Ut
My Commission Expires: Mar. 6, 2006



Legend

- New POD
- New POU
- TR Lines
- Section Lines
- Quarter Quarters



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community



50299
#2

15-7291

NTO-1901
DOUBLE D FARMS, LLC
2601 WEST 500 SOUTH
MALAD CITY, ID 83252

Microfilm No. **141545**
07 Day Sept 2007
At 12:50 O'clock P. M.
Shirley Blawell
Oneida Co. Recorder
Fee \$ 10.00 Recorded at Request of Deputy
Northrup Title Co.

WARRANTY DEED

GRANT H. JONES AND HELEN E. JONES, HUSBAND AND WIFE, Grantor(s) of LOGAN, County of CACHE, State of UT, hereby **CONVEY AND WARRANT** to DOUBLE D FARMS, LLC, Grantee(s) of MALAD CITY, County of ONEIDA, State of ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of Idaho:

See Attached Exhibit "A"

Subject to easements, restrictions and rights of way of record, and taxes for the year 2007 and thereafter.

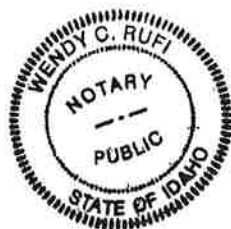
Witness, the hand(s) of said Grantor(s), this September 7, 2007.

Grant H. Jones
GRANT H. JONES

Helen E. Jones
HELEN E. JONES

State of ID)
County of ONEIDA)

On September 7, 2007, personally appeared before me GRANT H. JONES and HELEN E. JONES the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.



Wendy C. Ruffi
Notary Public
Residing: Malad City, ID
Expires: 2-28-2011

"EXHIBIT A"

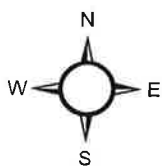
141545

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 14 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.

EXCEPTING THEREFROM

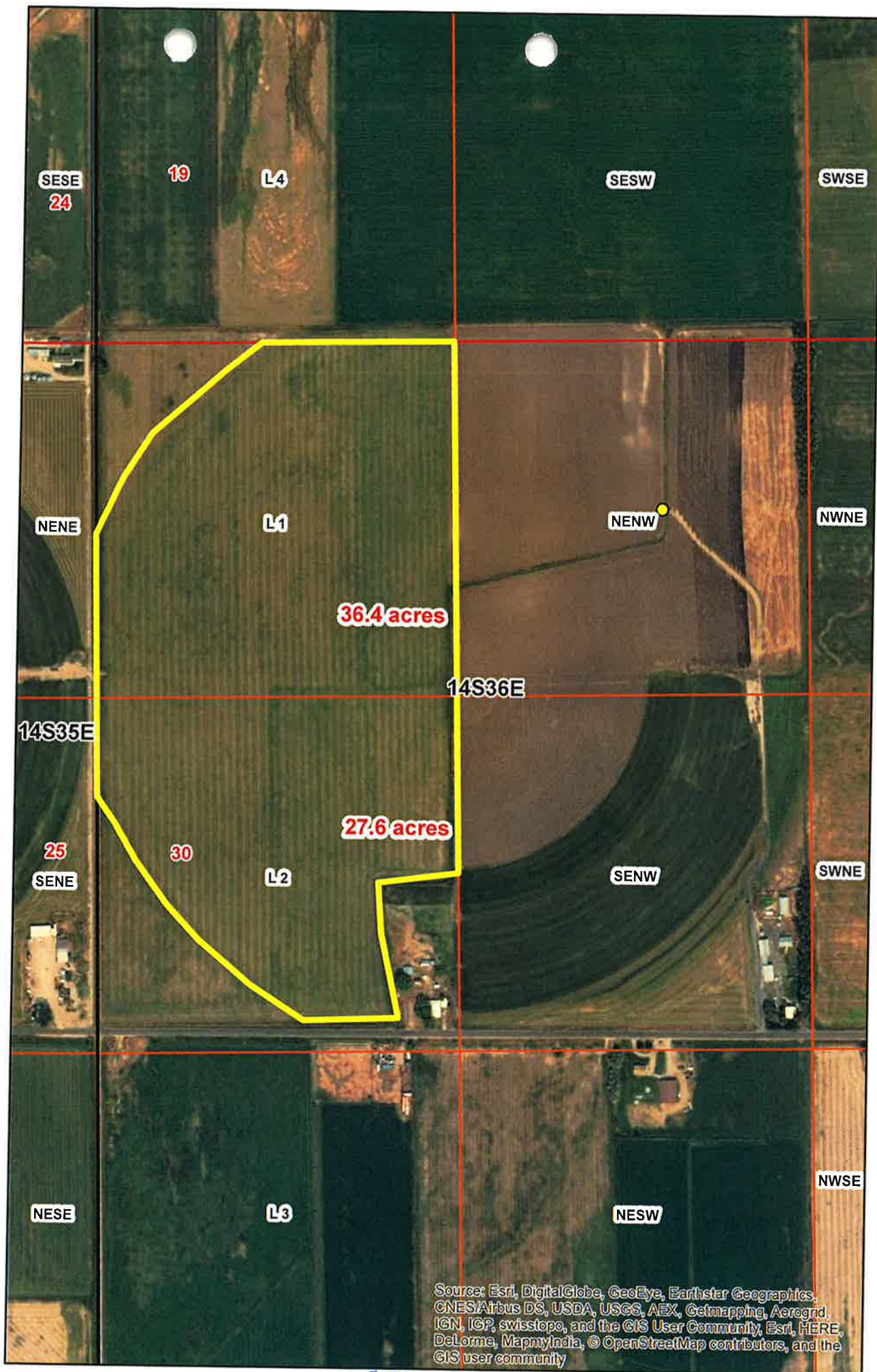
A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 14 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30, FROM WHICH THE NORTH QUARTER CORNER OF SECTION 30 BEARS NORTH 00° 25' 55" WEST; THENCE NORTH 00° 25' 55" WEST 7.09 FEET ALONG THE EAST BOUNDARY LINE OF SAID NORTHWEST QUARTER TO THE NORTH RIGHT OF WAY LINE OF SAMARIA LANE (F.A.P. S-1704(1)); THENCE SOUTH 89° 42' 04" WEST 9.81 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR AND CAP LABELED "ALLEN LAND SURVEYING, PLS 9163" AT A FENCE CORNER, THE POINT OF BEGINNING. THENCE SOUTH 89° 42' 04" WEST 3.50 FEET ALONG SAID RIGHT OF WAY LINE TO A RIGHT OF WAY MONUMENT AT STATION 125+32.6; THENCE NORTH 89° 18' 48" WEST 164.50 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR AND CAP AT THE SOUTHERLY EXTENSION OF A FENCE LINE; THENCE NORTH 05° 02' 00" WEST 147.45 FEET ALONG SAID FENCE LINE TO A 5/8" REBAR AND CAP; THENCE NORTH 03° 45' 00" WEST 392.26 FEET TO A 5/8" REBAR AND CAP; THENCE NORTH 36° 33' 31" EAST 108.69 FEET TO A 5/8" REBAR AND CAP; THENCE NORTH 02° 04' 00" WEST 486.85 FEET TO A 5/8" REBAR AND CAP; THENCE NORTH 01° 35' 00" WEST 188.23 FEET TO A 5/8" REBAR AND CAP; THENCE NORTH 88° 23' 00" EAST 163.52 FEET TO A 5/8" REBAR AND CAP AT A FENCE LINE; THENCE SOUTH 00° 03' 00" EAST 1306.86 FEET ALONG A FENCE LINE TO THE POINT OF BEGINNING.



Legend

- New POU
- New POD
- TR Lines
- Section Lines
- Quarter Quarters



50299
#3

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

15-7291

**CORRECTION
WARRANTY DEED**

Microfilm No. 138049
20 Day September 2005
At 11:55 o'clock A.M.
Sharon Hudson
County Clerk, Idaho
Fee \$ 9.00
Locality of Request at
Spokane Land Title Co.

FOR VALUE RECEIVED, THE DAVIS FARM LIMITED PARTNEERSHIP, a Limited Partnership of Oneida County, Idaho, the Grantor, does hereby Grant, Convey and Confirm unto BRENT A. DAVIS and CLAIRE W. DAVIS, Trustees of the Davis Family Trust dated July 7, 1998, whose current address is 1591 Managua Drive, Las Vegas Nevada, 89123, the Grantees, the real property situated in the County of Oneida, State of Idaho, fully described in the SCHEDULE "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set it's hand the day and year first above written.

DATED September 20, 2005

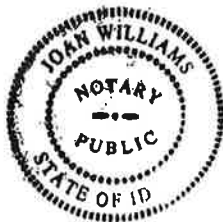
THE DAVIS FARM LIMITED PARTNEERSHIP

By Gary T. Davis
GARY T. DAVIS General Partner

This deed is rerecorded to correct the legal description in that Warranty Deed between the above parties recorded April 8, 2005, as Instrument No. 137333, records of Oneida County, Idaho.

STATE OF IDAHO
COUNTY OF ONEIDA, ss

On this 20th day of September 2005, before me, the undersigned, a Notary Public, personally appeared GARY T. DAVIS, known to be the General Partner of THE DAVIS FARM LIMITED PARTNEERSHIP a Limited Partnership, and the person who subscribed the Company name to the foregoing instrument and acknowledged to me that he executed the same in said Partnership name.



Joan Williams
Notary Public
Residing at Malad City, Idaho
My Comm. Expires: 5-6-2009

St. John Bench

T-1240 - Commencing at the Southwest Corner of the NW¼ of Section 25, Township 13 South, Range 35 East, Boise Meridian; thence running East 160 rods; thence North 377.14 feet; thence West 160 rods; thence South 377.14 feet, to the place of beginning. ALSO,

T-1249 - Commencing at a point 754.28 feet North of the Southwest Corner of the NW¼ of Section 25, Township 13 South, Range 35 East, Boise Meridian; thence running North 47.1425 feet; thence East 160 rods; thence South 47.1425 feet; thence West 160 rods, to the place of beginning. ALSO,

T-3013 - Commencing at a point 801.4225 feet North of the Southwest Corner of the NW¼ of Section 25, Township 13 South, Range 35 East, Boise Meridian; thence running North 47.1425 feet; thence East 160 rods; thence South 47.1425 feet; thence West 160 rods, to the point of beginning. ALSO,

T-3003 - Commencing at a point 848.565 feet North of the Southwest Corner of the NW¼ of Section 25, Township 13 South, Range 35 East, Boise Meridian; thence running North 47.1425 feet; thence East 160 rods, thence South 47.1425 feet; thence West 160 rods, to the place of beginning. ALSO,

T-3002 - Commencing at a point 895.7075 feet North of the Southwest Corner of the NW¼ of Section 25, Township 13 South, Range 35 East, Boise Meridian; thence running North 47.1425 feet, thence East 160 rods; thence South 47.1425 feet; thence West 160 rods, to the place of beginning. ALSO,

T-3001 - Commencing at a point 942.85 feet North of the Southwest Corner of the NW¼ of Section 25, Township 13 South, Range 35 East, Boise Meridian, thence running North 94.285 feet; East 160 rods; South 94.285 feet; West 160 rods, to the place of beginning.

Cornelius Farm

Township 13 South, Range 35 East, Boise Meridian:

Section 23: E¼NE¼

Section 24: NW¼NW¼, ALSO,

T-1496 - All that part of the SW¼NE¼ of Section 23, Township 13 South, Range 35 East, Boise Meridian, lying East of the County Road.

Colton Place

Township 14 South, Range 36 East, Boise Meridian:

Section 8: S¼SE¼; NE¼SE¼

Section 17: NE¼NE¼ Containing 160 acres, but excepting roadways.

Airport Property

T-2225 - Commencing at a point 24 rods and 11 feet East of the Center of Section 30, Township 14 South, Range 36 East, Boise Meridian; thence running South 40 rods; thence West 8 rods; thence South 120 rods; thence East 16 rods and 11 feet; thence North 160 rods; thence West 8 rods and 11 feet, to the place of beginning. ALSO,

T-2989 - Commencing at a point 550 feet East of the Center of Section 30, Township 14 South, Range 36 East, Boise Meridian; thence running East 141 feet; thence South 160 rods; thence West 141 feet; thence North 160 rods, to the point of beginning. Containing 8.46 acres, more or less.

Weston Field

Township 14 South, Range 37 East, Boise Meridian:

Section 26: W¼SE¼; E¼SW¼

Containing 160 acres

Mortensen Property

T-3656 - Beginning at a point which lies South 89°13'32" East 910.88 feet and North 0°46'28" East 23.5 feet from the West Quarter Corner of Section 30, Township 14 South, Range 36 East, Boise Meridian, said point of beginning being a point along a fence which lies on the North right of way line of Samaria Lane, and running thence North 0°05'16" East 2603.88 feet to a point along a fence; thence South 89°59'22" East along said fence 417.76 feet to a fence corner; thence South 0°05'16" West along said fence 2084.97 feet; thence North 89°13'32" West 273.36; thence South 5°10'26" East 527.29 feet to a point along a fence which lies on said North right of way line of Samaria Lane; thence North 89°13'32" West along said fence 192.80 feet to the point of beginning. ALSO,

T-3657 - Beginning at a point which lies South 89°13'32" East 482.70 feet and North 0°46'28" East 23.5 feet from the West Quarter Corner of Section 30, Township 14 South, Range 36 East, Boise Meridian, said point of beginning being a point along a fence line which lies on the North right of way line of Samaria Lane; and running thence North 2598.17 feet to a point along a fence; thence South 89°59'22" East along said fence 432.13 feet; thence South 0°05'16" West along said fence 2603.88 feet to a point along a fence which lies on the North right of way line of Samaria Lane; thence North 89°13'32" West 428.18 feet to the point of beginning. ALSO,

T-3658 - Beginning at a point which lies South 89°13'32" East 29.5 feet and North 0°46'28" East 23.5 feet from the West Quarter Corner of Section 30, Township 14 South, Range 36 East, Boise Meridian, said point of beginning being a fence corner, and running thence North along a fence 2592.13 feet to a fence corner; thence South 89°59'22" East 453.16 feet to a point along a fence; thence South 2598.17 feet to a point along a fence which lies on the North right of way line of Samaria Lane; thence North 89°13'32" West along said North right of way line 453.20 feet to the point of beginning.

Hansen Property

Commencing at a point North 74° West 20 rods of a point 19 rods 9 feet South of the Northeast Corner of the SE¼ of Section 18, Township 14 South, Range 36 East, Boise Meridian; thence running North 4 rods; thence North 74° West 6 rods; thence South 6 rods; thence South 74° East 6 rods; thence North 2 rods to the point of beginning; ALSO,

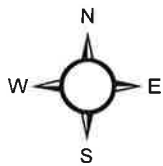
Beginning at a point 19 rods 9 feet South of the Northeast Corner of the SE¼ of Section 18, Township 14 South, Range 36 East, Boise Meridian; thence North 74° West 20 rods; thence North 4 rods; thence South 74° East 20 rods; thence South 4 rods to the point of beginning. ALSO,

Commencing at a point 19 rods 9 feet South of the Northeast Corner of the SE¼ of Section 18, Township 14 South, Range 36 East, Boise Meridian; thence running North 74°00' West 330 feet; thence South 16.56 feet; thence South 76°48' East 325.83 feet to the point of beginning.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A parcel of land located in the Southeast Quarter of Section 18, Township 14 South, Range 36 East, Boise Meridian, Oneida County, Idaho, and more particularly described as follows:

Commencing at the East Quarter Corner of said Section 18 located North 00°24'55" East 2619.74 feet from the Southeast Corner of said Section 18; thence South 00°24'55" West 293.11 feet along the East line of said Section 18; thence North 89°35'05" West 41.79 feet to a 5/8" rebar with cap labeled "A.A. HUDSON, PLS4735" set on the West right of way line of 2100 West Street, the True Point of Beginning; thence North 81°37'40" West 208.71 feet to a 5/8" rebar with cap; thence South 00°24'55" West 181.77 feet to a 5/8" rebar with cap; thence South 76°41'09" East 212.83 feet to a 5/8" rebar with cap set on said right of way line; thence North 00°11'49" East 200.39 feet along said right of way line to the True Point of Beginning.



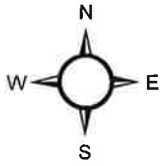
Legend

- New POU & POD
- TR Lines
- Section Lines
- Quarter Quarters



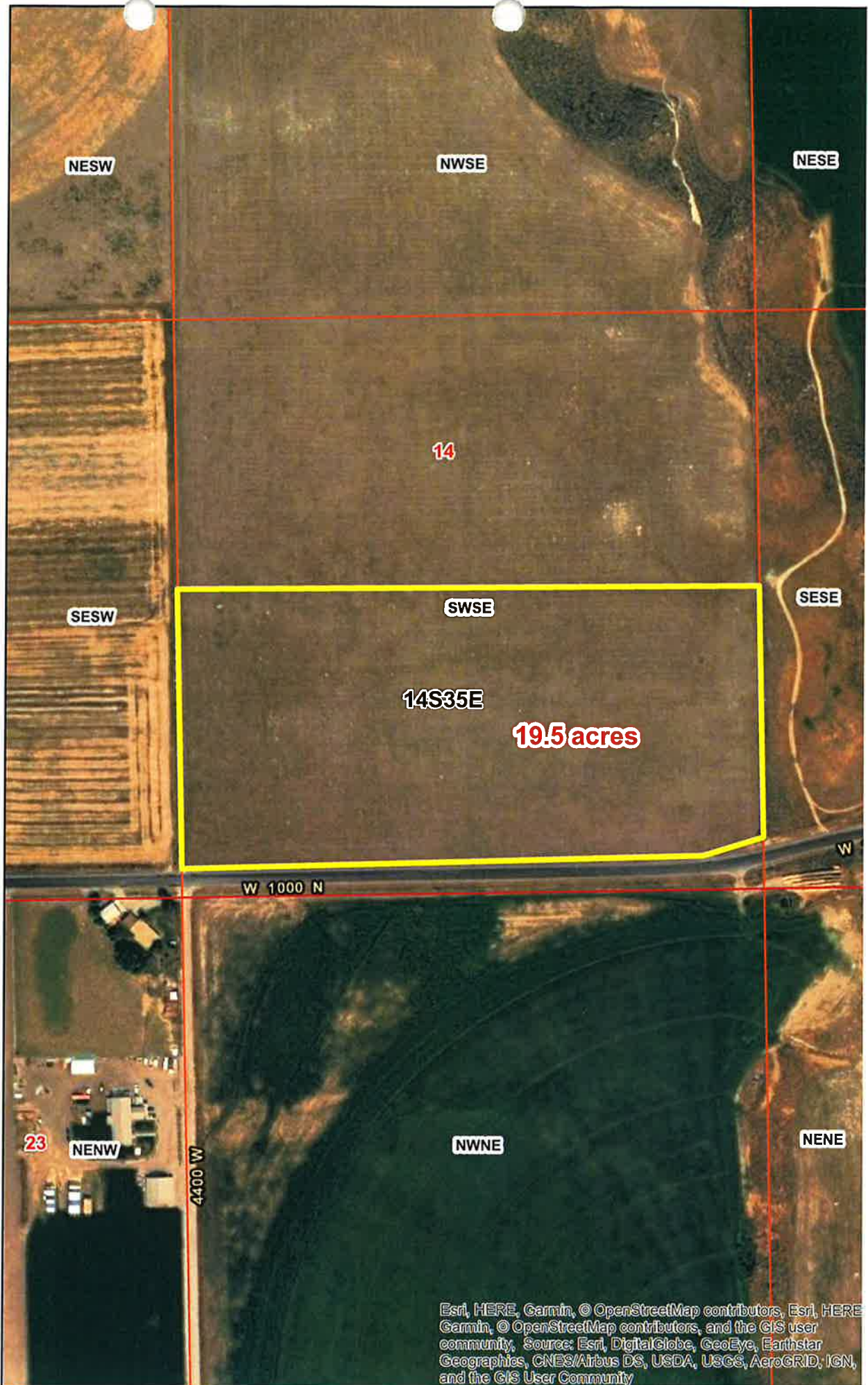
50299
#4

15-7291



Legend

- New POU & POD
- TR Lines
- Section Lines
- Quarter Quarters



50299

15-7291

Esri, HERE, Garmin, © OpenStreetMap contributors, Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Microfilm No. 154656
14 Day December of 16
 At 4:15 P
Matthew L. Colton
 Clerk of the Court
 Fee \$ 19.00 Deputy
 Recorded at Request of
NORTHERN TITLE CO.

45-7291

NTO-80002
 Double D Farms LLC, an Idaho limited liability company
 2333 West 500 South
 Malad City, ID 83252

WARRANTY DEED

Cherrel J. Budge and Weldon L. Jensen, as joint trustees of the Weldon P. Jensen Family Trust

Grantor(s) of Malad City, County of Oneida, State of ID hereby **CONVEY AND WARRANT** to

Double D Farms LLC, an Idaho limited liability company

Grantee(s) of Malad City, County of Oneida, State of ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

See attached Exhibit "A"

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this 9th day of December 2016.

The Weldon P. Jensen Family Trust dated September 17, 1990

Cherrel J. Budge
 Cherrel J. Budge, Trustee

 Weldon L. Jensen, Trustee

State of: Montana)
) ss:
 County of: Wheatland)

On December 9, 2016, before me the undersigned, a Notary Public, in and for said state, personally appeared Cherrel J. Budge, Trustee of the Weldon P. Jensen Family Trust dated September 17, 1990, known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that she executed the same. IN WITNESS WHEREOF I have set my hand and official seal on the date shown above.



KARI SCHUCHARD
 NOTARY PUBLIC for the
 State of Montana
 Residing at Harlowton, Montana
 My Commission Expires
 July 01, 2018

Kari Schuchard
 Notary Public
 Residing: Harlowton Expires: July 1, 2018

State of: Idaho)
) ss:
 County of: Oneida)

On _____, before me the undersigned, a Notary Public, in and for said state, personally appeared Weldon L. Jensen, Trustee of the Weldon P. Jensen Family Trust dated September 17, 1990, known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same. IN WITNESS WHEREOF I have set my hand and official seal on the date shown above.

 Notary Public
 Residing:

Expires:

Exhibit "A"

PARCEL 1:

COMMENCING AT A POINT 4.5 RODS EAST OF THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, THENCE RUNNING NORTH 46°30' EAST 30 RODS, THENCE NORTH 33°30' EAST 46 RODS, THENCE NORTH 77°30' EAST 29 RODS, THENCE EAST 28 RODS, THENCE SOUTH 21° EAST 74 RODS, THENCE WEST 129 RODS, TO THE PLACE OF BEGINNING; (RP0235701) (T-2188)

ALSO; THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 13, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 14 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO (RP0238900)

ALSO; THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14 IN TOWNSHIP 14 SOUTH OF RANGE 35 EAST OF THE BOISE MERIDIAN, IN IDAHO, ONEIDA COUNTY, IDAHO (RP0238900).

ALSO; THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW 1/4 SE 1/4) OF SECTION 14, TOWNSHIP 14 SOUTH, RANGE 35 EAST BOISE MERIDIAN. (RP0238900)

ALSO; BEGINNING AT A POINT 25 RODS EAST OF THE CENTER OF SECTION 14, TOWNSHIP 14 SOUTH, RANGE 35 E.B.M., THENCE NORTH 36°30' EAST TO THE EAST LINE OF THE W 1/2 NE 1/4 OF SAID SECTION, THENCE SOUTH APPROXIMATELY 80 RODS TO THE SE CORNER OF SW 1/4 NE 1/4 OF SAID SECTION, THENCE WEST 55 RODS TO THE POINT OF BEGINNING. (T-1513)

ALSO; BEGINNING AT A POINT 104 RODS EAST OF THE NW CORNER OF NE 1/4 SECTION 14, TOWNSHIP 14 SOUTH, RANGE 35 E.B.M., THENCE SOUTH 50 RODS, THENCE SOUTH 36° 30' WEST TO THE SOUTH LINE OF THE NE 1/4 NE 1/4 OF SECTION 14, THENCE EAST TO THE SE CORNER OF THE NE 1/4 NE 1/4 OF SAME SECTION, THENCE NORTH 80 RODS, THENCE WEST 56 RODS TO THE POINT OF BEGINNING.(T-1512)

ALSO; COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 14 SOUTH, RANGE 35 EAST, BOISE MERIDIAN; THENCE RUNNING WEST 160 RODS, THENCE NORTH 14.5 RODS, THENCE EAST 160 RODS, THENCE SOUTH 14.5 RODS TO THE POINT OF BEGINNING, (T-1003)

EXCEPTING THEREFROM:

A PARCEL OF LAND LOCATED IN SECTION 13, TOWNSHIP 14 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 13 FROM WHICH THE NORTHWEST CORNER OF SECTION 13 BEARS NORTH 89°13'58" WEST 2620.01 FEET; THENCE NORTH 89°13'58" WEST 380.92 FEET ALONG THE NORTH LINE OF SAID SECTION 13;

THENCE SOUTH 00°46'02" WEST 10.49 FEET TO A FOUND 5/8" REBAR WITH CAP LABELED, PLS 4735, SET ON THE NORTHWEST CORNER OF THAT PARCEL OF LAND OWNED BY J. MICHAEL & CHERYL MADSON AS RECORDED UNDER INSTRUMENT NUMBER 137437 IN THE OFFICIAL RECORDS OF ONEIDA COUNTY, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF 2000 NORTH STREET, THE TRUE POINT OF BEGINNING;

154656

THENCE SOUTH 35°40'06" WEST 298.90 FEET ALONG THE WEST LINE OF SAID
MADSON PARCEL TO A FOUND 5/8" REBAR WITH CAP SET ON THE SOUTHWEST CORNER
OF SAID MADSON PARCEL, ALSO BEING ON A FENCE LINE;
THENCE NORTH 89°14'24" WEST 89.25 FEET ALONG SAID FENCE LINE TO A 5/8" REBAR
WITH CAP LABELED, "A.A. HUDSON, PLS 4735";
THENCE SOUTH 89°58'10" WEST 656.23 FEET ALONG SAID FENCE LINE TO A FOUND 5/8"
REBAR WITH CAP LABELED, PLS 4735, SET ON THE NORTHWEST CORNER OF THAT
PARCEL OF LAND OWNED BY RONNIE GAMBLES AS RECORDED UNDER INSTRUMENT
NUMBER 139185 IN THE OFFICIAL RECORDS OF ONEIDA COUNTY;
THENCE NORTH 00°42'54" EAST 207.00 FEET TO A 5/8" REBAR WITH CAP SET ON A FENCE
LINE;
THENCE SOUTH 89°07'39" EAST 744.82 FEET ALONG SAID FENCE LINE TO A 5/8" REBAR
WITH CAP;
THENCE NORTH 72°50'09" EAST 58.10 FEET TO A 5/8" REBAR WITH CAP;
THENCE NORTH 68°57'57" EAST 83.40 FEET TO A 5/8" REBAR WITH CAP;
THENCE SOUTH 88°56'26" EAST 39.09 FEET TO THE TRUE POINT OF BEGINNING.

ALSO; THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER
OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 SOUTH, RANGE 35 EAST OF
THE BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.

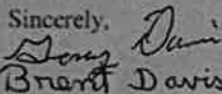
October 3, 2018

Idaho Department of Water Resources
Eastern Region
900 N Skyline Drive, Suite A
Idaho Falls, Idaho 83402-1718

Re: **Contractual Agreement between Brent Davis Family Trust and Double D Farms, LLC**

To whom it may concern:

I am writing to inform the IDWR that the Brent Davis Family Trust has leased to Double D Farms, LLC the parcel owned by the Trust at the following legal description: Lot 1 of 14S, 36E, Sec. 30 and Lot 2 of 14S, 36E, Sec. 30. I understand and agree that Double D Farms, LLC has contracted to purchase water right no. 15-7291 and will move a portion of the new water right onto the above listed parcel to supplement irrigation practices there. The purchased water right will remain in the ownership of Double D Farms, LLC and can be used by that entity as it sees fit.

Sincerely, 
Brent Davis
Gary Davis
Brent Davis Family Trust

15-7291



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
January 3, 2019

GARY SPACKMAN
Director

DOUBLE D FARMS LLC
2333 W 500 S
MALAD, ID 83252

Applications to Amend Permit No. 15-7291, 15-7441, 15-7442, 15-7443, 15-7444

Dear Applicant(s):

The Department of Water Resources has received your application to amend the permit referenced above. Please refer to the permit number referenced above in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the IDAHO ENTERPRISE on January 10 and 17, 2019. Protests to this application may be submitted for a period ending ten (10) days after the second publication (**on January 28, 2019 at 5:00 pm**).

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application to amend the permit is approved, the Department will send you a copy of the amended permit.

Please contact this office if you have any questions regarding the application.

Sincerely,

Sharla Cox
Administrative Assistant

Cox, Sharla

From: Cox, Sharla
Sent: Thursday, January 03, 2019 2:24 PM
To: 'enterprisenews@atcnet.net'
Subject: Legal Notice for your paper
Attachments: Idaho Enterprise E-Mail.doc

Sharla

*Sharla Cox
Administrative Assistant
Idaho Dept of Water Resources
900 N Skyline Dr. Ste A.
Idaho Falls ID 83402
sharla.cox@idwr.idaho.gov
208-525-7161 phone
208-525-7177 fax*

This may include more than one page

January 3, 2019
Legal Notice Department
Idaho Enterprise
PO Box 205
Malad ID 83252

RE: Legal Ad for your paper

Dear LEGAL NOTICE DEPARTMENT:

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated (**once a week for two consecutive weekly issues**). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before January 28, 2019. Your cooperation is appreciated.

Sincerely

Sharla Cox
Administrative Assistant
Dept of Water Resources
900 N Skyline Dr Ste A
Idaho Falls ID 83402
208-525-7161
208-525-7177 – fax

.....

NOTICE OF APPLICATION
FOR AMENDMENTS OF PERMIT

Notice is given that Double D Farms LLC, 2333 W 500 South, Malad, Idaho, 83252 has applied to the Department of Water Resources to change the following permits in Oneida County:

RECORDED PERMIT

Permit No.: 15-7291 Source: Ground Water
Amount: 3.0 cfs
The water is used for Irrigation
Point(s) of Diversion: SENE Lot5 Sec 17 T16S R36E, Oneida County
Place of Use: T16S R36E Sec 16 NWNW 39 acres, SWNW 39 acres
 T16S R36E Sec 17 Lot 1 NENE 36 acres, SENE 40 acres
 T16S R36E Sec 17 Lot 6 NESE 5.5 acres
Total Acres: 159.5

PROPOSED AMENDMENTS FOR PERMIT

The water right permit owner is amending their points of diversion and their place of use.

The permit will be subject to all prior water rights. Any protests against approvals must be filed with the Department of Water Resources, Eastern Region, 900 N Skyline Dr, Ste A, Idaho Falls ID 83402 together with a protest fee of \$25.00 for each application on or before January 28, 2019. The protestant must also send a copy of the protest to the applicant.

Gary Spackman, Interim Director Published January 10 and 17, 2019