

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

MAY 29 2018

DEPT OF WATER RESOURCES
SOUTHERN REGION

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?
36-17028	Yes ☐	Yes ☐		Yes ☐	Yes ☐
(formerly 36-7072)	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Evaqua Farms LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): North Snake Ground Water District, et al. (See attached list)
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- c/o Randall C. Budge, Attorney, P.O. Box 1391 Pocatello ID 83204-1391
Mailing address City State ZIP
- 208-232-6101 rcb@racinelaw.net
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: April 2, 2018
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Randall C. Budge Attorney and Agent 5/24/18
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by Am Date 5-29-2018 Receipt No. 5036769 Receipt Amt. \$25-

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

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

INDEX TO EXHIBITS

1. New Owner List
2. Special Power of Attorney
3. Point of Diversion Map
4. Place of Use Map
5. Quitclaim Deed – Instrument No. 259607
6. Quitclaim Deed – Instrument No. 261390
7. Special Warranty Deed – Instrument No. 261389
8. Magic Springs Water Use Agreement dated January 1, 2015
9. Assignment and Assumption Agreement dated January 1, 2017

EXHIBIT A

New Owners/Claimants:

North Snake Ground Water District
Magic Valley Ground Water District
Carey Valley Ground Water District
Southwest Irrigation District
American Falls-Aberdeen Ground Water District
Bingham Ground Water District
Bonneville-Jefferson Ground Water District
Madison Ground Water District
Fremont-Madison Irrigation District
Jefferson-Clark Ground Water District



Instrument # 261091

GOODING, GOODING, IDAHO

3-7-2018 10:57:43 AM No. of Pages: 14

Recorded for : RACINE OLSON

DENISE M. GILL

Fee: 25.00

Ex-Officio Recorder Deputy

Jana Madrigal

SPECIAL POWER OF ATTORNEY

The undersigned Districts hereby appoint Randall C. Budge and/or T.J. Budge of the law firm of RACINE OLSON NYE & BUDGE, CHARTERED, 201 E. Center Street, Post Office Box 1391, Pocatello, Idaho 83204, their true and lawful attorney for the purpose of: (1) executing leases, bills of sale, titles, assignments, and any and all other documents necessary to carry out the lease of the Rangen Hatchery to Evaqua Farms LLC; and (2) executing easement agreements and other documents relating to the Magic Springs Water Use Agreement dated January 1, 2015, with SeaPac of Idaho, Inc., and assigned to Evaqua Farms LLC.

NORTH SNAKE GROUND WATER DISTRICT

Dated: 10/25/17

By:

[Signature]
Name: Hyun Carlquist
Title: Chairman



MAGIC VALLEY GROUND WATER DISTRICT

Dated: 10/25/17

By: Orlo H. Maughan
Name: Orlo H Maughan
Title: Vice Chairman

SOUTHWEST IRRIGATION DISTRICT

Dated: 11-2-2017

By: Randy Brown
Name: Randy Brown
Title: chairman

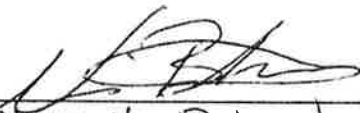
CAREY VALLEY GROUND WATER DISTRICT

Dated: 11-13-17

By: Leta Hansen
Name: Leta Hansen
Title: Chairman

AMERICAN FALLS ABERDEEN GROUND WATER
DISTRICT

Dated: 10/25/17

By: 
Name: Nic Behrend
Title: Chairman

BINGHAM GROUND WATER DISTRICT

Dated: 10-25-2017 By: 
Name: CRAG B. EVANS
Title: Board Chairman

BONNEVILLE-JEFFERSON GROUND WATER
DISTRICT

Dated: 10/25/17

By: Carl Taylor
Name: Carl Taylor
Title: Chairman

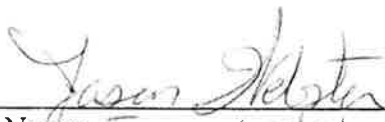
JEFFERSON-CLARK GROUND WATER DISTRICT

Dated: 10/25/17

By: 
Name:
Title:

MADISON GROUND WATER DISTRICT

Dated: 11-13-17

By: 
Name: Jason Webster
Title: Chairman

FREMONT-MADISON IRRIGATION DISTRICT

Dated: 10-25-17

By: Dale L. Swensen
Name: Dale L. Swensen
Title: Executive Director

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss.
County of Bannock)

This record was acknowledged before me on this 25th day of October, 2017, by **Lynn Carlquist** as Chairman of North Snake Ground Water District, **Orlo H. Maughan** as Vice-Chairman of Magic Valley Ground Water District, **Nic Behrend** as Chairman of American Falls-Aberdeen Ground Water District, **Craig B. Evans** as Chairman of Bingham Ground Water District, **Carl Taylor** as Chairman of Bonneville-Jefferson Ground Water District, **Kirk Jacobs** as Chairman of Jefferson-Clark Ground Water District, and **Dale L. Swensen** as Executive Director of Fremont-Madison Irrigation District.



R. Budge
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 10/11/18

STATE OF IDAHO)
 : ss.
County of _____)

This record was acknowledged before me on this ____ day of _____, 2017, by **Randy Brown** as Chairman of Southwest Irrigation District.

(SEAL)

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

STATE OF IDAHO)
 : ss.
County of _____)

This record was acknowledged before me on this ____ day of _____, 2017, by **Leta Hansen** as Chairman of Carey Valley Ground Water District.

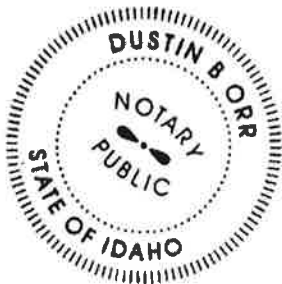
(SEAL)

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

STATE OF IDAHO)
 : ss.
County of Madison)

This record was acknowledged before me on this 13 day of November, 2017, by **Jason Webster** as Chairman of Madison Ground Water District.

(SEAL)




NOTARY PUBLIC FOR IDAHO
My Commission Expires: 7/13/18

STATE OF IDAHO)
 : ss.
County of _____)

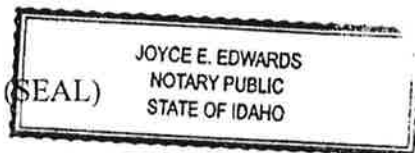
This record was acknowledged before me on this ____ day of _____, 2017, by **Randy Brown** as Chairman of Southwest Irrigation District.

(SEAL)

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

STATE OF IDAHO)
 : ss.
County of Bonne)

This record was acknowledged before me on this 13th day of November, 2017, by **Leta Hansen** as Chairman of Carey Valley Ground Water District.



Joyce E. Edwards
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 4-14-2023

STATE OF IDAHO)
 : ss.
County of _____)

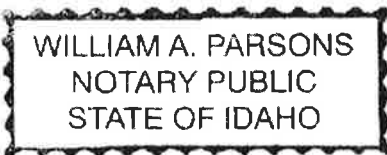
This record was acknowledged before me on this ____ day of _____, 2017, by **Jason Webster** as Chairman of Madison Ground Water District.

(SEAL)

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

STATE OF IDAHO)
 : ss.
County of Cassia)

This record was acknowledged before me on this 2 day of November, 2017, by **Randy Brown** as Chairman of Southwest Irrigation District.

(SEAL) 

William A. Parsons
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 7/26/2022

STATE OF IDAHO)
 : ss.
County of _____)

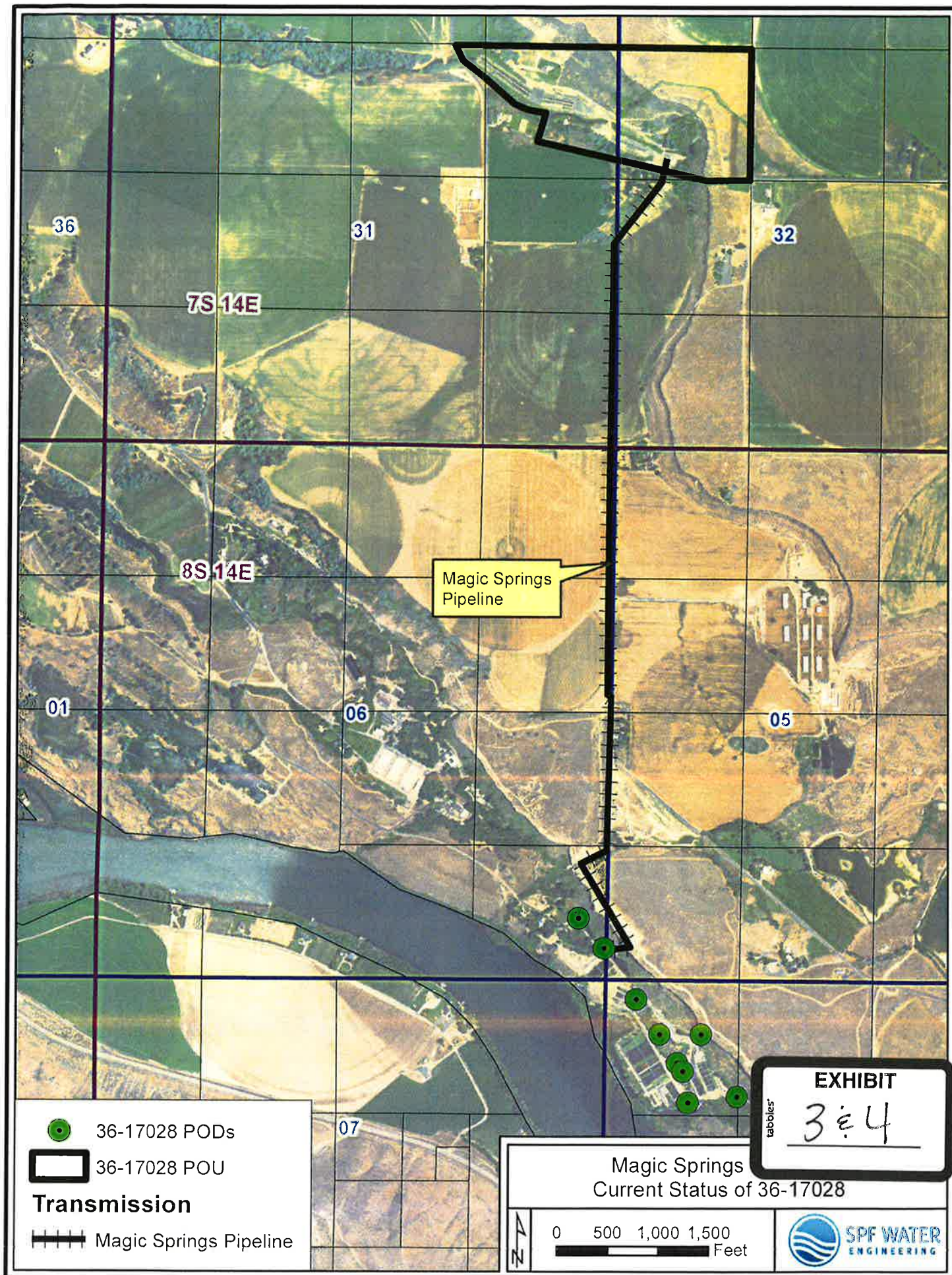
This record was acknowledged before me on this ____ day of _____, 2017, by **Leta Hansen** as Chairman of Carey Valley Ground Water District.

(SEAL) _____
NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

STATE OF IDAHO)
 : ss.
County of _____)

This record was acknowledged before me on this ____ day of _____, 2017, by **Jason Webster** as Chairman of Madison Ground Water District.

(SEAL) _____
NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____



Instrument # 259607

GOODING, GOODING, IDAHO

10-2-2017 09:36:21 AM No. of Pages: 8

Recorded for : OLSEN, RACINE

DENISE M. GILL

Fee: 15.00

Ex-Officio Recorder Deputy

Filed for Record at the Request of and
after recording mail to:

Sullivan & Worcester LLP
Attn: Warren M. Heilbronner
One Post Office Square
Boston, MA 02109

Space above for recorder's use

QUITCLAIM DEED
(Water Rights)

Pursuant to that certain Magic Springs Water Use Agreement between North Snake Ground Water District, Magic Valley Ground Water District, and Southwest Irrigation District (collectively, the "Districts") and SeaPac of Idaho, Inc., an Idaho corporation ("SeaPac"), with an effective date of January 1, 2015 (the "Magic Springs Water Use Agreement"), which was assigned by SeaPac to Evaqua Farms LLC, a Delaware limited liability company ("Evaqua Farms") on January 1, 2017, pursuant to that certain Assignment and Assumption of Agreement recorded on January 9, 2017, in the real property records of Gooding County, Idaho as Instrument No. 257175, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and subject to the reversionary interest described below, Evaqua Farms, hereby sells, conveys, releases, and quitclaims unto the Districts, whose current address is c/o Randall C. Budge, Esq., 201 E. Center St., Pocatello, Idaho, 83204, and to their successors and assigns, all of Evaqua Farms' right, title, and interest in and to 5 cubic feet per second ("cfs") of Idaho Water Right No. 36-7072 and 5 cfs of Idaho Water Right No. 36-8356 (together, the "Water Rights"), which are associated with that certain real property located in Gooding County, Idaho commonly known as the Magic Springs fish hatchery, and more particularly described in Exhibit A attached hereto (the "Property");

PROVIDED, HOWEVER, that in the event that the Districts abandon use of the water rights and pumping facilities on the Property, as set forth in section 1.7 of the Magic Springs Water Use Agreement, then all right, title, and interest in and to the Water Rights shall automatically revert to Evaqua Farms, it successors and assigns.

The Districts, by accepting this instrument, acknowledge that the foregoing fully discharges any obligation of Evaqua Farms and SeaPac to transfer water rights under the Magic Springs Water Use Agreement, and agree to the aforesaid reverter.

[Remainder of page intentionally left blank. Signature page to follow.]



SIGNATURE PAGE TO THE
QUITCLAIM DEED (Water Rights)
BETWEEN EVAQUA FARMS LLC
AND NORTH SNAKE GROUND WATER DISTRICT,
MAGIC VALLEY GROUND WATER DISTRICT, AND
SOUTHWEST IRRIGATION DISTRICT

IN WITNESS WHEREOF, Evaqua Farms has executed this instrument the 7 day of Sept 2017.

EVAQUA FARMS LLC, a Delaware limited liability company

By: 
Robert G. Young
President and Treasurer

STATE OF IDAHO)
)ss.
COUNTY OF _____)

On this ____ day of _____ 2017, before me, the undersigned notary public, personally appeared _____, known or identified to me (or proven to me on the basis of satisfactory evidence) to be the _____ of the limited liability company that executed the within instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.

SEE NOTARY ATTACHMENT

Notary Public
Residing at: _____
My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

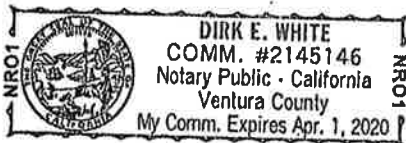
State of California

County of VENTURA

On 9-7 2017, before me, Dirk E White, Notary Public

Personally appeared Robert G Young

who 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(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE Dirk E White

OPTIONAL

Description of Attached Document

Title of Type of Document Quitclaim Deed (Water Rights)

Document Date 9-7-2017 Number of Pages _____

Signer(s) other than named above _____

EXHIBIT A

(LEGAL DESCRIPTION OF THE PROPERTY)

PARCEL NO. 1:

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

SECTION 5: THAT PART OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION;
THENCE NORTH ON THE WEST LINE OF SAID SECTION TO A POINT 100 FEET NORTH OF THE
PRECIPICE OF THE UPPER RIM ROCK OF SNAKE RIVER CANYON;
THENCE SOUTHEASTERLY PARALLELING THE SAID RIM ROCK AT A DISTANCE OF 100 FEET
TO A POINT 100 FEET EAST OF THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5
WITH THE PRECIPICE OF UPPER RIM ROCK OF SNAKE RIVER CANYON;
THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING.

SECTION 6: THAT PART OF LOT 8, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 8, BEING THE CORNER COMMON TO
SECTIONS 5, 6, 7 AND 8;
THENCE NORTH ON THE EAST BOUNDARY LINE OF SAID LOT 8 TO A POINT 100 FEET NORTH
OF THE PRECIPICE OF THE UPPER RIM ROCK OF SNAKE RIVER CANYON;
THENCE NORTHWESTERLY PARALLELING THE SAID RIM ROCK AT A DISTANCE OF 100 FEET
TO THE STRIP OF LAND IN LOT 8 GRANTED BY THE PARTIES, ANNA G. BICKEL AND PAUL S.
A. BICKEL, HER HUSBAND, TO THE TWIN FALLS NORTH SIDE LAND AND WATER COMPANY
BY DEED DATED JANUARY 17, 1912, AND RECORDED IN BOOK J OF DEEDS, PAGE 331 AND
BOOK 20 OF DEEDS, PAGE 570, RECORDS OF GOODING COUNTY, IDAHO, AND BY SAID
COMPANY AND ITS SUCCESSOR(S) OCCUPIED WITH A DITCH TO CONVEY WASTE WATER TO
SNAKE RIVER;
THENCE SOUTHWESTERLY ALONG THE SOUTHERN BOUNDARY OF SAID STRIP OF LAND TO
ITS INTERSECTION WITH SNAKE RIVER, AND THENCE CONTINUING TO THE THREAD OF
STREAM;
THENCE SOUTHEASTERLY FOLLOWING THE THREAD OF SNAKE RIVER UPSTREAM TO ITS
INTERSECTION WITH THE SOUTH LINE OF SAID LOT 8;
THENCE EAST ALONG THE SOUTH BOUNDARY, OF SAID LOT 8 TO THE POINT OF
BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACTS:

A.) AS SET FORTH IN WARRANTY DEED DATED AUGUST 27, 1974 FROM AQUACULTURE
INDUSTRIES, INC., TO GEORGE H. LEMMON, RECORDED FEBRUARY 24, 1975 AS
INSTRUMENT NUMBER 53570, RECORDS OF GOODING COUNTY, IDAHO;

B.) AS SET FORTH IN WARRANTY DEED DATED AUGUST 27, 1974 FROM AQUACULTURE
INDUSTRIES, INC., TO NORMAN STANDAL, RECORDED FEBRUARY 24, 1975 AS INSTRUMENT
NUMBER 53571, RECORDS OF GOODING COUNTY, IDAHO.

SECTION 7: LOT 1;

SECTION 8: ALL THAT PORTION OF LOT 1 LYING SOUTH AND WEST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 8, WHICH IS 100 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE UPPER RIM ROCK OF SNAKE RIVER CANYON;

THENCE SOUTHEASTERLY PARALLELING THE SAID RIM ROCK AT A DISTANCE OF 100 FEET TO A POINT 100 FEET NORTH OF THE INTERSECTION OF THE EAST LINE OF LOT 1 WITH THE UPPER RIM ROCK OF SNAKE RIVER CANYON;

AND

ALL THAT PORTION OF THE NE $\frac{1}{4}$ NW $\frac{1}{4}$ LYING SOUTH AND WEST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SUBDIVISION, WHICH IS 100 FEET NORTH OF THE INTERSECTION OF SAID LINE WITH THE UPPER RIM ROCK OF SNAKE RIVER CANYON;

THENCE SOUTHEASTERLY PARALLELING SAID RIM ROCK AT A DISTANCE OF 100 FEET TO A POINT ON THE SOUTH LINE OF SAID SUBDIVISION, WHICH IS 100 FEET EAST OF THE INTERSECTION OF SAID SOUTH LINE WITH THE UPPER RIM ROCK OF SNAKE RIVER CANYON.

PARCEL NO. 2:

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

SECTION 6: A PARCEL LOCATED IN LOT 8, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 6;

THENCE NORTH 00°09'02" EAST, 729.16 FEET ALONG THE SECTION LINE TO AN ESTABLISHED 1½" PIPE;

THENCE NORTH 29°43'58" WEST, 236.30 FEET TO THE REAL POINT OF BEGINNING;

THENCE NORTH 29°43'58" WEST, 225.77 FEET TO THE CENTERLINE OF A WASTE CANAL;

THENCE FOLLOWING THE CENTERLINE OF THE WASTE CANAL AS FOLLOWS:

SOUTH 67°25' WEST, 48.22 FEET;

THENCE SOUTH 89°35' WEST, 38.10 FEET;

THENCE SOUTH 66°24' WEST, 249.50 FEET;

THENCE SOUTH 50°24' WEST, 55.00 FEET;

THENCE SOUTH 58°24' WEST, 180.00 FEET;

THENCE SOUTH 54°24' WEST, 155.00 FEET TO A POINT IDENTIFIED AS "E";

THENCE SOUTH 33°54' WEST, 105.00 FEET;

THENCE SOUTH 23°39' WEST, 169.50 FEET;

THENCE SOUTH 18°57'33" WEST, 174.31 FEET WHICH POINT IS REFERENCED BY A BRASS CAP, LOCATED SOUTH 66°21'19" EAST, 25.00 FEET, IDENTIFIED AS (E-H);

THENCE CONTINUING ALONG THE THREAD OF SAID CANAL AN UNDETERMINED DISTANCE TO THE THREAD OF THE SNAKE RIVER;

THENCE AT RIGHT ANGLES FROM THE THREAD OF THE SNAKE RIVER TO A POINT ON THE MEANDERING SHORE LINE WHICH POINT IS REFERENCED BY THE ABOVE IDENTIFIED BRASS CAP (E-H) NORTH 75°55'13" WEST, 113.67 FEET;

THENCE NORTH 44°07'52" EAST, 407.19 FEET IDENTIFIED AS POINT "F";

THENCE NORTH 60°02'22" EAST, 590.56 FEET TO THE REAL POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS OF LAND:

A.) A 25 FOOT WIDE PARCEL WHICH IS PARALLEL AND ADJACENT TO THE CENTERLINE OF THE WASTE CANAL ABOVE DESCRIBED.

B.) A 206.34 FOOT BY 15 FOOT WIDE ROADWAY EASEMENT WHICH IS PARALLEL AND ADJACENT TO THE NORTHEAST BOUNDARY OF THE REAL PROPERTY DESCRIBED ABOVE.

C.) A 50 FOOT WIDE PARCEL WHICH TRAVERSES THE ENTIRE WIDTH OF THE REAL PROPERTY DESCRIBED ABOVE, AND IS CENTERED ON A CENTERLINE AS FOLLOWS:

BEGINNING AT THE ABOVE IDENTIFIED POINT "F";
THENCE NORTH 65°35'30" WEST, 135.36 FEET ALONG THE ROAD CENTERLINE TO THE P.C. OF A CURVE AS FOLLOWS: DELTA - 25 °14'16" RT., RADIUS - 333.40 FEET, LENGTH - 146.86 FEET, CHORD - 145.67 FEET, TANGENT - 74.64 FEET, WHICH P.T. OF SAID CURVE FALLS ON THE CENTERLINE OF THE WASTE CANAL SOUTH 33°54' WEST, 10.88 FEET FROM THE ABOVE IDENTIFIED POINT "E".

TOGETHER WITH:

1. THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS THE ABOVE IDENTIFIED PARCEL DESCRIBED IN (C) ABOVE.
2. THE RIGHT TO ESTABLISH FOUR EACH ACCESS APPROACHES IN THE REAL PROPERTY DESCRIBED ABOVE TO THE 50 FOOT PARCEL, IDENTIFIED IN (C) ABOVE;
3. THE RIGHT TO ESTABLISH AND MAINTAIN, AT TWO LOCATIONS ACROSS THE ABOVE IDENTIFIED 50 FOOT PARCEL, A WATER AND UTILITY EASEMENT.
4. ACCESS INTO THE ABOVE DESCRIBED REAL PROPERTY IS TO BE PROVIDED ON THE FOLLOWING DESCRIBED EASEMENT OR RIGHT OF WAY:

COMMENCING AT THE 40-CORNER IN THE EAST BOUNDARY OF SAID SECTION 6, WHICH SAID CORNER IS THE NORTHEAST CORNER OF LOT 8 OF SAID SECTION;
THENCE WEST ALONG THE NORTH BOUNDARY LINE OF SAID LOT TO THE UPPER RIM ROCK OF THE SNAKE RIVER CANYON;
THENCE SOUTHEASTERLY ALONG THE LINE OF AN OLD ROADWAY OR GRADE FORMERLY USED OVER SAID LOT 8.

5. TOGETHER WITH A PERPETUAL EASEMENT OVER THE ABOVE DESCRIBED PROPERTY FOR INGRESS AND EGRESS DATED JULY 18, 1985, RECORDED AUGUST 29, 1985 AS INSTRUMENT NUMBER 116679, RE-RECORDED AUGUST 30, 1985 AS INSTRUMENT NUMBER 116700, GOODING COUNTY RECORDS .

PARCEL NO. 3:

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

SECTION 6: A TRACT OF LAND IN LOT 8, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 6;
THENCE NORTH 00°09'02" EAST, 729.16 FEET ALONG THE SECTION LINE TO AN ESTABLISHED 1½" PIPE, WHICH POINT IS THE REAL POINT OF BEGINNING;
THENCE NORTH 29°43'58" WEST, 236.30 FEET;

THENCE SOUTH 60°02'22" WEST, 590.56 FEET TO POINT "F";
THENCE SOUTH 44°07'52" WEST, 407.19 FEET TO A POINT WHICH IS REFERENCED BY A
BRASS CAP, IDENTIFIED ABOVE AS (E-H), WHICH CAP IS LOCATED: NORTH 75°55'13" WEST,
113.67 FEET;
THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE THREAD OF THE SNAKE RIVER AN
UNDETERMINED DISTANCE OUT TO THE THREAD OF THE SNAKE RIVER;
THENCE FOLLOWING THE THREAD OF THE SNAKE RIVER IN A SOUTHEASTERLY
DIRECTION;
THENCE AT RIGHT ANGLES FROM THE THREAD OF THE SNAKE RIVER TO A POINT ON THE
SHORELINE, WHICH POINT IS REFERENCED BY THE ABOVE IDENTIFIED BRASS CAP (E-H)
TO LIE 75°55'13" WEST, 402.90 FEET OF SAID POINT;
THENCE NORTH 54°23'57" EAST, 215.70 FEET TO POINT "G";
THENCE NORTH 54°23'57" EAST, 561.36 FEET TO THE REAL POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6;
THENCE NORTH 0°09'02" EAST, 729.16 FEET ALONG THE SECTION LINE TO AN
ESTABLISHED 1½" PIPE;
THENCE NORTH 29°43'58" WEST, 236.30 FEET;
THENCE SOUTH 60°02'22" WEST, 590.56 FEET TO A POINT IDENTIFIED AS POINT "F", SAID
POINT BEING THE TRUE POINT OF BEGINNING;
THENCE SOUTH 65°35'30" EAST, 96.24 FEET TO THE P.C. OF A CURVE WITH THE
FOLLOWING DATA:

DELTA: 74°07'31" RT.
RADIUS: 155.68 FEET
LENGTH: 201.41 FEET
CHORD: 167.65 FEET
TANGENT: 117.58 FEET;
THENCE FROM THE P.T. CONTINUE SOUTH 89°32'01" WEST, 32.78 FEET TO POINT "G".

THE ABOVE DESCRIBED PARCEL IS INTENDED TO BE A STRIP OF LAND 25.00 FEET ON EACH
SIDE OF THE ABOVE DESCRIBED LINE.

TOGETHER WITH AN EASEMENT FOR RIGHT-OF-WAY GIVEN BY THE SECRETARY OF THE
INTERIOR, BY HIS AUTHORIZED REPRESENTATIVE, THE REGIONAL DIRECTOR, U. S. FISH
AND WILDLIFE SERVICES TO ARDELL L. HILL DATED JANUARY 22, 1987, RECORDED MARCH
9, 1987 AS INSTRUMENT NUMBER 126668, GOODING COUNTY RECORDS.

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT FOR ACCESS AS DISCLOSED IN
WARRANTY DEED RECORDED AUGUST 5, 1975 AS INSTRUMENT NUMBER 55772, RECORDS
OF GOODING COUNTY, IDAHO. LOCATED IN LOT 8 OF SECTION 6, TOWNSHIP 8 SOUTH,
RANGE 14, EAST BOISE MERIDIAN:

1. THE RIGHT OF INGRESS AND EGRESS OVER AND ABOVE THE ABOVE IDENTIFIED 50
FOOT WIDE PARCEL, AS WELL AS THE RIGHT OF INGRESS AND EGRESS OF THE 50 FOOT
WIDE PARCEL, WHICH IS 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED
CENTERLINE:

BEGINNING AT THE ABOVE IDENTIFIED POINT "F";
THENCE NORTH 65°35'30" WEST, 135.36 FEET ALONG THE ROAD CENTERLINE TO THE P. C.
OF A CURVE AS FOLLOWS:

DELTA - 25°14'16" RT.

RADIUS - 333.40 FEET
LENGTH - 146.86 FEET
CHORD - 145.67 FEET
TANGENT - 74.64 FEET WHICH P.T. OF SAID CURVE FALLS ON THE CENTERLINE OF THE
WASTE CANAL SOUTH $33^{\circ}54'$ WEST, 10.88 FEET FROM THE ABOVE IDENTIFIED POINT "E".

9747649_2

Filed for Record at the Request of and
after recording mail to:

Sullivan & Worcester LLP
Attn: Warren M. Heilbrunner
One Post Office Square
Boston, MA 02109

Instrument # 261390
GOODING COUNTY, GOODING, IDAHO
04-02-2018 11:00:46 No. of Pages: 7
Recorded for: HOLLAND & HART - BOISE
DENISE GILL Fee: \$15.00
Ex-Officio Recorder Deputy: JM
Electronically Recorded by Simplifile

Space above for recorder's use

QUITCLAIM DEED
(Water Rights)

Pursuant to that certain Magic Springs Water Use Agreement between North Snake Ground Water District, Magic Valley Ground Water District, and Southwest Irrigation District (collectively, the "Districts") and SeaPac of Idaho, Inc., an Idaho corporation ("SeaPac"), with an effective date of January 1, 2015 (the "Magic Springs Water Use Agreement"), which was assigned by SeaPac to Evaqua Farms LLC, a Delaware limited liability company ("Evaqua Farms") on January 1, 2017, pursuant to that certain Assignment and Assumption of Agreement recorded on January 9, 2017, in the real property records of Gooding County, Idaho as Instrument No. 257175, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and subject to the reversionary interest described below, Evaqua Farms, hereby sells, conveys, releases, and quitclaims unto the Districts, whose current address is c/o Randall C. Budge, Esq., 201 E. Center St., Pocatello, Idaho, 83204, and to their successors and assigns, all of Evaqua Farms' right, title, and interest in and to 5 cubic feet per second ("cfs") of Idaho Water Right No. 36-7072 (the "Water Rights"), which are associated with that certain real property located in Gooding County, Idaho commonly known as the Magic Springs fish hatchery, and more particularly described in Exhibit A attached hereto (the "Property"). This conveyance to the Districts is in addition to the 5 cfs of the same Idaho Water Right No. 36-7072 previously conveyed by Evaqua Farms to the Districts via Quitclaim Deed recorded on October 2, 2017 in the real property records of Gooding County, Idaho as Instrument No. 259607;

PROVIDED, HOWEVER, that in the event that the Districts abandon use of the water rights and pumping facilities on the Property, as set forth in section 1.7 of the Magic Springs Water Use Agreement, then all right, title, and interest in and to the Water Rights shall automatically revert to Evaqua Farms, its successors and assigns.

The Districts, by accepting this instrument, acknowledge that the foregoing fully discharges any obligation of Evaqua Farms and SeaPac to transfer water rights under the Magic Springs Water Use Agreement, and agree to the aforesaid reverter.

[Remainder of page intentionally left blank. Signature page to follow.]

ORIG



RECORDED ELECTRONICALLY
Instrument No.: 201390
County: Gooding
Date: 4/2/18
Time: 11:00:46
Holland & Hart LLP by tab

Filed for Record at the Request of and
after recording mail to:

Sullivan & Worcester LLP
Attn: Warren M. Heilbronner
One Post Office Square
Boston, MA 02109

Space above for recorder's use

QUITCLAIM DEED
(Water Rights)

Pursuant to that certain Magic Springs Water Use Agreement between North Snake Ground Water District, Magic Valley Ground Water District, and Southwest Irrigation District (collectively, the "Districts") and SeaPac of Idaho, Inc., an Idaho corporation ("SeaPac"), with an effective date of January 1, 2015 (the "Magic Springs Water Use Agreement"), which was assigned by SeaPac to Evaqua Farms LLC, a Delaware limited liability company ("Evaqua Farms") on January 1, 2017, pursuant to that certain Assignment and Assumption of Agreement recorded on January 9, 2017, in the real property records of Gooding County, Idaho as Instrument No. 257175, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and subject to the reversionary interest described below, Evaqua Farms, hereby sells, conveys, releases, and quitclaims unto the Districts, whose current address is c/o Randall C. Budge, Esq., 201 E. Center St., Pocatello, Idaho, 83204, and to their successors and assigns, all of Evaqua Farms' right, title, and interest in and to 5 cubic feet per second ("cfs") of Idaho Water Right No. 36-7072 (the "Water Rights"), which are associated with that certain real property located in Gooding County, Idaho commonly known as the Magic Springs fish hatchery, and more particularly described in Exhibit A attached hereto (the "Property"). This conveyance to the Districts is in addition to the 5 cfs of the same Idaho Water Right No. 36-7072 previously conveyed by Evaqua Farms to the Districts via Quitclaim Deed recorded on October 2, 2017 in the real property records of Gooding County, Idaho as Instrument No. 259607;

PROVIDED, HOWEVER, that in the event that the Districts abandon use of the water rights and pumping facilities on the Property, as set forth in section 1.7 of the Magic Springs Water Use Agreement, then all right, title, and interest in and to the Water Rights shall automatically revert to Evaqua Farms, its successors and assigns.

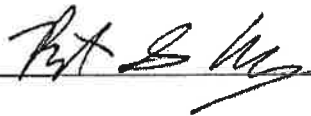
The Districts, by accepting this instrument, acknowledge that the foregoing fully discharges any obligation of Evaqua Farms and SeaPac to transfer water rights under the Magic Springs Water Use Agreement, and agree to the aforesaid reverter.

[Remainder of page intentionally left blank. Signature page to follow.]

SIGNATURE PAGE TO THE
QUITCLAIM DEED (Water Rights)
BETWEEN EVAQUA FARMS LLC
AND NORTH SNAKE GROUND WATER DISTRICT,
MAGIC VALLEY GROUND WATER DISTRICT, AND
SOUTHWEST IRRIGATION DISTRICT

IN WITNESS WHEREOF, Evaqua Farms has executed this instrument the 29 day of March, 2018.

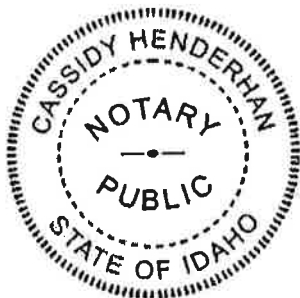
EVAQUA FARMS LLC,
a Delaware limited liability company

By: 

STATE OF IDAHO)
)ss.
COUNTY OF Twin Falls)

On this 29 day of March, 2018, before me, the undersigned notary public, personally appeared Robert G. Young, known or identified to me (or proven to me on the basis of satisfactory evidence) to be the President of the limited liability company that executed the within instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.



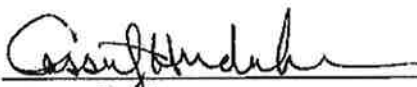

Notary Public
Residing at: Po Box AG, Filer, ID 83328
My Commission Expires: 2/1/2023

EXHIBIT A

(LEGAL DESCRIPTION OF THE PROPERTY)

PARCEL NO. 1:

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

SECTION 5: THAT PART OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION;
THENCE NORTH ON THE WEST LINE OF SAID SECTION TO A POINT 100 FEET NORTH OF THE
PRECIPICE OF THE UPPER RIM ROCK OF SNAKE RIVER CANYON;
THENCE SOUTHEASTERLY PARALLELING THE SAID RIM ROCK AT A DISTANCE OF 100
FEET TO A POINT 100 FEET EAST OF THE INTERSECTION OF THE SOUTH LINE OF SAID
SECTION 5 WITH THE PRECIPICE OF UPPER RIM ROCK OF SNAKE RIVER CANYON;
THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING.

SECTION 6: THAT PART OF LOT 8, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 8, BEING THE CORNER COMMON
TO SECTIONS 5, 6, 7 AND 8;
THENCE NORTH ON THE EAST BOUNDARY LINE OF SAID LOT 8 TO A POINT 100 FEET
NORTH OF THE PRECIPICE OF THE UPPER RIM ROCK OF SNAKE RIVER CANYON;
THENCE NORTHWESTERLY PARALLELING THE SAID RIM ROCK AT A DISTANCE OF 100
FEET TO THE STRIP OF LAND IN LOT 8 GRANTED BY THE PARTIES, ANNA G. BICKEL AND
PAUL S. A. BICKEL, HER HUSBAND, TO THE TWIN FALLS NORTH SIDE LAND AND WATER
COMPANY BY DEED DATED JANUARY 17, 1912, AND RECORDED IN BOOK J OF DEEDS,
PAGE 331 AND BOOK 20 OF DEEDS, PAGE 570, RECORDS OF GOODING COUNTY, IDAHO,
AND BY SAID COMPANY AND ITS SUCCESSOR(S) OCCUPIED WITH A DITCH TO CONVEY
WASTE WATER TO SNAKE RIVER;
THENCE SOUTHWESTERLY ALONG THE SOUTHERN BOUNDARY OF SAID STRIP OF LAND
TO ITS INTERSECTION WITH SNAKE RIVER, AND THENCE CONTINUING TO THE THREAD OF
STREAM;
THENCE SOUTHEASTERLY FOLLOWING THE THREAD OF SNAKE RIVER UPSTREAM TO ITS
INTERSECTION WITH THE SOUTH LINE OF SAID LOT 8;
THENCE EAST ALONG THE SOUTH BOUNDARY, OF SAID LOT 8 TO THE POINT OF
BEGINNING.
EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACTS:

A.) AS SET FORTH IN WARRANTY DEED DATED AUGUST 27, 1974 FROM AQUACULTURE
INDUSTRIES, INC., TO GEORGE H. LEMMON, RECORDED FEBRUARY 24, 1975 AS
INSTRUMENT NUMBER 53570, RECORDS OF GOODING COUNTY, IDAHO;

B.) AS SET FORTH IN WARRANTY DEED DATED AUGUST 27, 1974 FROM AQUACULTURE
INDUSTRIES, INC., TO NORMAN STANDAL, RECORDED FEBRUARY 24, 1975 AS INSTRUMENT
NUMBER 53571, RECORDS OF GOODING COUNTY, IDAHO.

SECTION 7: LOT 1;

SECTION 8: ALL THAT PORTION OF LOT 1 LYING SOUTH AND WEST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 8, WHICH IS 100 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE UPPER RIM ROCK OF SNAKE RIVER CANYON;

THENCE SOUTHEASTERLY PARALLELING THE SAID RIM ROCK AT A DISTANCE OF 100 FEET TO A POINT 100 FEET NORTH OF THE INTERSECTION OF THE EAST LINE OF LOT 1 WITH THE UPPER RIM ROCK OF SNAKE RIVER CANYON;

AND

ALL THAT PORTION OF THE NE $\frac{1}{4}$ NW $\frac{1}{4}$ LYING SOUTH AND WEST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SUBDIVISION, WHICH IS 100 FEET NORTH OF THE INTERSECTION OF SAID LINE WITH THE UPPER RIM ROCK OF SNAKE RIVER CANYON;

THENCE SOUTHEASTERLY PARALLELING SAID RIM ROCK AT A DISTANCE OF 100 FEET TO A POINT ON THE SOUTH LINE OF SAID SUBDIVISION, WHICH IS 100 FEET EAST OF THE INTERSECTION OF SAID SOUTH LINE WITH THE UPPER RIM ROCK OF SNAKE RIVER CANYON.

PARCEL NO. 2:

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

SECTION 6: A PARCEL LOCATED IN LOT 8, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 6;

THENCE NORTH 00°09'02" EAST, 729.16 FEET ALONG THE SECTION LINE TO AN ESTABLISHED 1½" PIPE;

THENCE NORTH 29°43'58" WEST, 236.30 FEET TO THE REAL POINT OF BEGINNING;

THENCE NORTH 29°43'58" WEST, 225.77 FEET TO THE CENTERLINE OF A WASTE CANAL;

THENCE FOLLOWING THE CENTERLINE OF THE WASTE CANAL AS FOLLOWS:

SOUTH 67°25' WEST, 48.22 FEET;

THENCE SOUTH 89°35' WEST, 38.10 FEET;

THENCE SOUTH 66°24' WEST, 249.50 FEET;

THENCE SOUTH 50°24' WEST, 55.00 FEET;

THENCE SOUTH 58°24' WEST, 180.00 FEET;

THENCE SOUTH 54°24' WEST, 155.00 FEET TO A POINT IDENTIFIED AS "E";

THENCE SOUTH 33°54' WEST, 105.00 FEET;

THENCE SOUTH 23°39' WEST, 169.50 FEET;

THENCE SOUTH 18°57'33" WEST, 174.31 FEET WHICH POINT IS REFERENCED BY A BRASS CAP, LOCATED SOUTH 66°21'19" EAST, 25.00 FEET, IDENTIFIED AS (E-H);

THENCE CONTINUING ALONG THE THREAD OF SAID CANAL AN UNDETERMINED DISTANCE TO THE THREAD OF THE SNAKE RIVER;

THENCE AT RIGHT ANGLES FROM THE THREAD OF THE SNAKE RIVER TO A POINT ON THE MEANDERING SHORE LINE WHICH POINT IS REFERENCED BY THE ABOVE IDENTIFIED BRASS CAP (E-H) NORTH 75°55'13" WEST, 113.67 FEET;
THENCE NORTH 44°07'52" EAST, 407.19 FEET IDENTIFIED AS POINT "F";
THENCE NORTH 60°02'22" EAST, 590.56 FEET TO THE REAL POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS OF LAND:

A.) A 25 FOOT WIDE PARCEL WHICH IS PARALLEL AND ADJACENT TO THE CENTERLINE OF THE WASTE CANAL ABOVE DESCRIBED.

B.) A 206.34 FOOT BY 15 FOOT WIDE ROADWAY EASEMENT WHICH IS PARALLEL AND ADJACENT TO THE NORTHEAST BOUNDARY OF THE REAL PROPERTY DESCRIBED ABOVE.

C.) A 50 FOOT WIDE PARCEL WHICH TRAVERSES THE ENTIRE WIDTH OF THE REAL PROPERTY DESCRIBED ABOVE, AND IS CENTERED ON A CENTERLINE AS FOLLOWS:

BEGINNING AT THE ABOVE IDENTIFIED POINT "F";
THENCE NORTH 65°35'30" WEST, 135.36 FEET ALONG THE ROAD CENTERLINE TO THE P.C. OF A CURVE AS FOLLOWS: DELTA - 25 °14'16" RT., RADIUS - 333.40 FEET, LENGTH - 146.86 FEET, CHORD - 145.67 FEET, TANGENT - 74.64 FEET, WHICH P.T. OF SAID CURVE FALLS ON THE CENTERLINE OF THE WASTE CANAL SOUTH 33°54' WEST, 10.88 FEET FROM THE ABOVE IDENTIFIED POINT "E".

TOGETHER WITH:

1. THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS THE ABOVE IDENTIFIED PARCEL DESCRIBED IN (C) ABOVE.
2. THE RIGHT TO ESTABLISH FOUR EACH ACCESS APPROACHES IN THE REAL PROPERTY DESCRIBED ABOVE TO THE 50 FOOT PARCEL, IDENTIFIED IN (C) ABOVE;
3. THE RIGHT TO ESTABLISH AND MAINTAIN, AT TWO LOCATIONS ACROSS THE ABOVE IDENTIFIED 50 FOOT PARCEL, A WATER AND UTILITY EASEMENT.
4. ACCESS INTO THE ABOVE DESCRIBED REAL PROPERTY IS TO BE PROVIDED ON THE FOLLOWING DESCRIBED EASEMENT OR RIGHT OF WAY:

COMMENCING AT THE 40-CORNER IN THE EAST BOUNDARY OF SAID SECTION 6, WHICH SAID CORNER IS THE NORTHEAST CORNER OF LOT 8 OF SAID SECTION;
THENCE WEST ALONG THE NORTH BOUNDARY LINE OF SAID LOT TO THE UPPER RIM ROCK OF THE SNAKE RIVER CANYON;
THENCE SOUTHEASTERLY ALONG THE LINE OF AN OLD ROADWAY OR GRADE FORMERLY USED OVER SAID LOT 8.

5. TOGETHER WITH A PERPETUAL EASEMENT OVER THE ABOVE DESCRIBED PROPERTY FOR INGRESS AND EGRESS DATED JULY 18, 1985, RECORDED AUGUST 29, 1985 AS INSTRUMENT NUMBER 116679, RE-RECORDED AUGUST 30, 1985 AS INSTRUMENT NUMBER 116700, GOODING COUNTY RECORDS .

PARCEL NO. 3:

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

SECTION 6: A TRACT OF LAND IN LOT 8, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 6;
THENCE NORTH 00°09'02" EAST, 729.16 FEET ALONG THE SECTION LINE TO AN
ESTABLISHED 1½" PIPE, WHICH POINT IS THE REAL POINT OF BEGINNING;
THENCE NORTH 29°43'58" WEST, 236.30 FEET;
THENCE SOUTH 60°02'22" WEST, 590.56 FEET TO POINT "F";
THENCE SOUTH 44°07'52" WEST, 407.19 FEET TO A POINT WHICH IS REFERENCED BY A
BRASS CAP, IDENTIFIED ABOVE AS (E-H), WHICH CAP IS LOCATED: NORTH 75°55'13" WEST,
113.67 FEET;
THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE THREAD OF THE SNAKE RIVER AN
UNDETERMINED DISTANCE OUT TO THE THREAD OF THE SNAKE RIVER;
THENCE FOLLOWING THE THREAD OF THE SNAKE RIVER IN A SOUTHEASTERLY
DIRECTION;
THENCE AT RIGHT ANGLES FROM THE THREAD OF THE SNAKE RIVER TO A POINT ON THE
SHORELINE, WHICH POINT IS REFERENCED BY THE ABOVE IDENTIFIED BRASS CAP (E-H)
TO LIE 75°55'13" WEST, 402.90 FEET OF SAID POINT;
THENCE NORTH 54°23'57" EAST, 215.70 FEET TO POINT "G";
THENCE NORTH 54°23'57" EAST, 561.36 FEET TO THE REAL POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6;
THENCE NORTH 0°09'02" EAST, 729.16 FEET ALONG THE SECTION LINE TO AN
ESTABLISHED 1½" PIPE;
THENCE NORTH 29°43'58" WEST, 236.30 FEET;
THENCE SOUTH 60°02'22" WEST, 590.56 FEET TO A POINT IDENTIFIED AS POINT "F", SAID
POINT BEING THE TRUE POINT OF BEGINNING;
THENCE SOUTH 65°35'30" EAST, 96.24 FEET TO THE P.C. OF A CURVE WITH THE
FOLLOWING DATA:

DELTA: 74°07'31" RT.
RADIUS: 155.68 FEET
LENGTH: 201.41 FEET
CHORD: 167.65 FEET
TANGENT: 117.58 FEET;
THENCE FROM THE P.T. CONTINUE SOUTH 89°32'01" WEST, 32.78 FEET TO POINT "G".

THE ABOVE DESCRIBED PARCEL IS INTENDED TO BE A STRIP OF LAND 25.00 FEET ON
EACH SIDE OF THE ABOVE DESCRIBED LINE.

TOGETHER WITH AN EASEMENT FOR RIGHT-OF-WAY GIVEN BY THE SECRETARY OF THE
INTERIOR, BY HIS AUTHORIZED REPRESENTATIVE, THE REGIONAL DIRECTOR, U. S. FISH
AND WILDLIFE SERVICES TO ARDELL L. HILL DATED JANUARY 22, 1987, RECORDED
MARCH 9, 1987 AS INSTRUMENT NUMBER 126668, GOODING COUNTY RECORDS.

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT FOR ACCESS AS DISCLOSED IN
WARRANTY DEED RECORDED AUGUST 5, 1975 AS INSTRUMENT NUMBER 55772, RECORDS

OF GOODING COUNTY, IDAHO. LOCATED IN LOT 8 OF SECTION 6, TOWNSHIP 8 SOUTH,
RANGE 14, EAST BOISE MERIDIAN:

1. THE RIGHT OF INGRESS AND EGRESS OVER AND ABOVE THE ABOVE IDENTIFIED 50
FOOT WIDE PARCEL, AS WELL AS THE RIGHT OF INGRESS AND EGRESS OF THE 50 FOOT
WIDE PARCEL, WHICH IS 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED
CENTERLINE:

BEGINNING AT THE ABOVE IDENTIFIED POINT "F";
THENCE NORTH 65°35'30" WEST, 135.36 FEET ALONG THE ROAD CENTERLINE TO THE P. C.
OF A CURVE AS FOLLOWS:

DELTA - 25°14'16" RT.

RADIUS - 333.40 FEET

LENGTH - 146.86 FEET

CHORD - 145.67 FEET

TANGENT - 74.64 FEET WHICH P.T. OF SAID CURVE FALLS ON THE CENTERLINE OF THE
WASTE CANAL SOUTH 33°54' WEST, 10.88 FEET FROM THE ABOVE IDENTIFIED POINT "E".

10663484_1.docx

Filed for Record at the Request of and
after recording mail to:

Sullivan & Worcester LLP
Attn: Warren M. Heilbronner
One Post Office Square
Boston, MA 02109

Instrument # 261389
GOODING COUNTY, GOODING, IDAHO
04-02-2018 11:00:43 No. of Pages: 7
Recorded for: HOLLAND & HART - BOISE
DENISE GILL Fee: \$15.00
Ex-Officio Recorder Deputy: JM
Electronically Recorded by Simplifile

Space above for recorder's use

SPECIAL WARRANTY DEED
(Water Rights)

Pursuant to that certain Magic Springs Water Use Agreement between the North Snake Ground Water District, the Magic Valley Ground Water District, and the Southwest Irrigation District (collectively, the "Districts") and SeaPac of Idaho, Inc., an Idaho corporation ("SeaPac"), with an effective date of January 1, 2015 (the "Magic Springs Water Use Agreement"), which was assigned by SeaPac to Evaqua Farms LLC, a Delaware limited liability company ("Evaqua Farms") on January 1, 2017, Evaqua Farms, previously conveyed 5 cubic feet per second ("cfs") of Idaho Water Right No. 36-8356 (the "Subject Water Rights"), along with other interests, which are associated with that certain real property located in Gooding County, Idaho commonly known as the Magic Springs fish hatchery, and more particularly described in Exhibit A attached hereto (the "Property"), via Quitclaim Deed recorded on October 2, 2017 in the real property records of Gooding County, Idaho as Instrument No. 259607 (the "Prior Deed"). Since the time that the Prior Deed was recorded, the Districts and Evaqua Farms have agreed that title and ownership to the Subject Water Rights should be re-conveyed and transferred back to Evaqua Farms by the Districts;

WHEREFORE, for good and valuable consideration, including the mutual covenants and commitments under the Magic Springs Water Use Agreement, the receipt and adequacy of which is hereby acknowledged, the Districts hereby grant, bargain, sell, and convey the Subject Water Rights unto Evaqua Farms;

WHEREAS, the Districts hereby covenant to and with Evaqua Farms that the Subject Water Rights are free and clear of all encumbrances, and that the Districts will warrant and defend title to the same unto Evaqua Farms and its successors and assigns forever, from and against all claims arising under the Districts.

WHEREAS, the Districts have executed a Special Power of Attorney recorded as Gooding County Idaho Recorder's Instrument #261091 appointing Randall C. Budge and/or T.J. Budge of the law firm of Racine Olson Nye & Budge, Chartered, 201 E. Center Street, P.O. Box. 1391, Pocatello, Idaho, their true and lawful attorney for the purpose of executing this document.

ORI



IN WITNESS WHEREOF, the North Snake Ground Water District, the Magic Valley Ground Water District, and the Southwest Irrigation District, by their lawful attorney in fact and agent have executed this instrument this 12th day of March, 2018.

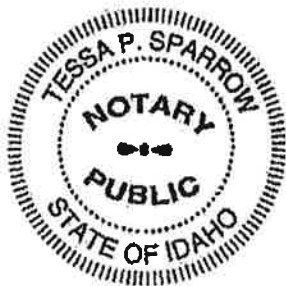
NORTH SNAKE GROUND WATER DISTRICT,
MAGIC VALLEY GROUND WATER DISTRICT,
and SOUTHWEST IRRIGATION DISTRICT

By: Randall C. Budge
Title: Randall C. Budge, Attorney-in-Fact

STATE OF IDAHO)
)ss.
COUNTY OF BANNOCK)

On this 12th day of March, 2018, before me, the undersigned notary public, personally appeared Randall C. Budge, known or identified to me (or proven to me on the basis of satisfactory evidence) to be the Attorney-of-Fact of the ground water districts that executed the within instrument, or the person who executed the instrument on behalf of said ground water districts, and acknowledged to me that said ground water district 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.



Tessa P. Sparrow
Notary Public
Residing at: Bannock County, Idaho
My Commission Expires: 10/05/2021

EXHIBIT A

(LEGAL DESCRIPTION OF THE PROPERTY)

PARCEL NO. 1:

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

SECTION 5: THAT PART OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION;
THENCE NORTH ON THE WEST LINE OF SAID SECTION TO A POINT 100 FEET NORTH OF THE
PRECIPICE OF THE UPPER RIM ROCK OF SNAKE RIVER CANYON;
THENCE SOUTHEASTERLY PARALLELING THE SAID RIM ROCK AT A DISTANCE OF 100
FEET TO A POINT 100 FEET EAST OF THE INTERSECTION OF THE SOUTH LINE OF SAID
SECTION 5 WITH THE PRECIPICE OF UPPER RIM ROCK OF SNAKE RIVER CANYON;
THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING.

SECTION 6: THAT PART OF LOT 8, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 8, BEING THE CORNER COMMON
TO SECTIONS 5, 6, 7 AND 8;
THENCE NORTH ON THE EAST BOUNDARY LINE OF SAID LOT 8 TO A POINT 100 FEET
NORTH OF THE PRECIPICE OF THE UPPER RIM ROCK OF SNAKE RIVER CANYON;
THENCE NORTHWESTERLY PARALLELING THE SAID RIM ROCK AT A DISTANCE OF 100
FEET TO THE STRIP OF LAND IN LOT 8 GRANTED BY THE PARTIES, ANNA G. BICKEL AND
PAUL S. A. BICKEL, HER HUSBAND, TO THE TWIN FALLS NORTH SIDE LAND AND WATER
COMPANY BY DEED DATED JANUARY 17, 1912, AND RECORDED IN BOOK J OF DEEDS,
PAGE 331 AND BOOK 20 OF DEEDS, PAGE 570, RECORDS OF GOODING COUNTY, IDAHO,
AND BY SAID COMPANY AND ITS SUCCESSOR(S) OCCUPIED WITH A DITCH TO CONVEY
WASTE WATER TO SNAKE RIVER;
THENCE SOUTHWESTERLY ALONG THE SOUTHERN BOUNDARY OF SAID STRIP OF LAND
TO ITS INTERSECTION WITH SNAKE RIVER, AND THENCE CONTINUING TO THE THREAD OF
STREAM;
THENCE SOUTHEASTERLY FOLLOWING THE THREAD OF SNAKE RIVER UPSTREAM TO ITS
INTERSECTION WITH THE SOUTH LINE OF SAID LOT 8;
THENCE EAST ALONG THE SOUTH BOUNDARY, OF SAID LOT 8 TO THE POINT OF
BEGINNING.
EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACTS:

A.) AS SET FORTH IN WARRANTY DEED DATED AUGUST 27, 1974 FROM AQUACULTURE
INDUSTRIES, INC., TO GEORGE H. LEMMON, RECORDED FEBRUARY 24, 1975 AS
INSTRUMENT NUMBER 53570, RECORDS OF GOODING COUNTY, IDAHO;

B.) AS SET FORTH IN WARRANTY DEED DATED AUGUST 27, 1974 FROM AQUACULTURE
INDUSTRIES, INC., TO NORMAN STANDAL, RECORDED FEBRUARY 24, 1975 AS INSTRUMENT
NUMBER 53571, RECORDS OF GOODING COUNTY, IDAHO.

SECTION 7: LOT 1;

SECTION 8: ALL THAT PORTION OF LOT 1 LYING SOUTH AND WEST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 8, WHICH IS 100 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE UPPER RIM ROCK OF SNAKE RIVER CANYON;

THENCE SOUTHEASTERLY PARALLELING THE SAID RIM ROCK AT A DISTANCE OF 100 FEET TO A POINT 100 FEET NORTH OF THE INTERSECTION OF THE EAST LINE OF LOT 1 WITH THE UPPER RIM ROCK OF SNAKE RIVER CANYON;

AND

ALL THAT PORTION OF THE NE¼NW¼ LYING SOUTH AND WEST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SUBDIVISION, WHICH IS 100 FEET NORTH OF THE INTERSECTION OF SAID LINE WITH THE UPPER RIM ROCK OF SNAKE RIVER CANYON;

THENCE SOUTHEASTERLY PARALLELING SAID RIM ROCK AT A DISTANCE OF 100 FEET TO A POINT ON THE SOUTH LINE OF SAID SUBDIVISION, WHICH IS 100 FEET EAST OF THE INTERSECTION OF SAID SOUTH LINE WITH THE UPPER RIM ROCK OF SNAKE RIVER CANYON.

PARCEL NO. 2:

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

SECTION 6: A PARCEL LOCATED IN LOT 8, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 6;
THENCE NORTH 00°09'02" EAST, 729.16 FEET ALONG THE SECTION LINE TO AN ESTABLISHED 1½" PIPE;
THENCE NORTH 29°43'58" WEST, 236.30 FEET TO THE REAL POINT OF BEGINNING;
THENCE NORTH 29°43'58" WEST, 225.77 FEET TO THE CENTERLINE OF A WASTE CANAL;
THENCE FOLLOWING THE CENTERLINE OF THE WASTE CANAL AS FOLLOWS:
SOUTH 67°25' WEST, 48.22 FEET;
THENCE SOUTH 89°35' WEST, 38.10 FEET;
THENCE SOUTH 66°24' WEST, 249.50 FEET;
THENCE SOUTH 50°24' WEST, 55.00 FEET;
THENCE SOUTH 58°24' WEST, 180.00 FEET;
THENCE SOUTH 54°24' WEST, 155.00 FEET TO A POINT IDENTIFIED AS "E";
THENCE SOUTH 33°54' WEST, 105.00 FEET;
THENCE SOUTH 23°39' WEST, 169.50 FEET;
THENCE SOUTH 18°57'33" WEST, 174.31 FEET WHICH POINT IS REFERENCED BY A BRASS CAP, LOCATED SOUTH 66°21'19" EAST, 25.00 FEET, IDENTIFIED AS (E-H);
THENCE CONTINUING ALONG THE THREAD OF SAID CANAL AN UNDETERMINED DISTANCE TO THE THREAD OF THE SNAKE RIVER;

THENCE AT RIGHT ANGLES FROM THE THREAD OF THE SNAKE RIVER TO A POINT ON THE MEANDERING SHORE LINE WHICH POINT IS REFERENCED BY THE ABOVE IDENTIFIED BRASS CAP (E-H) NORTH 75°55'13" WEST, 113.67 FEET;
THENCE NORTH 44°07'52" EAST, 407.19 FEET IDENTIFIED AS POINT "F";
THENCE NORTH 60°02'22" EAST, 590.56 FEET TO THE REAL POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS OF LAND:

A.) A 25 FOOT WIDE PARCEL WHICH IS PARALLEL AND ADJACENT TO THE CENTERLINE OF THE WASTE CANAL ABOVE DESCRIBED.

B.) A 206.34 FOOT BY 15 FOOT WIDE ROADWAY EASEMENT WHICH IS PARALLEL AND ADJACENT TO THE NORTHEAST BOUNDARY OF THE REAL PROPERTY DESCRIBED ABOVE.

C.) A 50 FOOT WIDE PARCEL WHICH TRAVERSES THE ENTIRE WIDTH OF THE REAL PROPERTY DESCRIBED ABOVE, AND IS CENTERED ON A CENTERLINE AS FOLLOWS:

BEGINNING AT THE ABOVE IDENTIFIED POINT "F";
THENCE NORTH 65°35'30" WEST, 135.36 FEET ALONG THE ROAD CENTERLINE TO THE P.C. OF A CURVE AS FOLLOWS: DELTA - 25 °14'16" RT., RADIUS - 333.40 FEET, LENGTH - 146.86 FEET, CHORD - 145.67 FEET, TANGENT - 74.64 FEET, WHICH P.T. OF SAID CURVE FALLS ON THE CENTERLINE OF THE WASTE CANAL SOUTH 33°54' WEST, 10.88 FEET FROM THE ABOVE IDENTIFIED POINT "E".

TOGETHER WITH:

1. THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS THE ABOVE IDENTIFIED PARCEL DESCRIBED IN (C) ABOVE.
2. THE RIGHT TO ESTABLISH FOUR EACH ACCESS APPROACHES IN THE REAL PROPERTY DESCRIBED ABOVE TO THE 50 FOOT PARCEL, IDENTIFIED IN (C) ABOVE;
3. THE RIGHT TO ESTABLISH AND MAINTAIN, AT TWO LOCATIONS ACROSS THE ABOVE IDENTIFIED 50 FOOT PARCEL, A WATER AND UTILITY EASEMENT.
4. ACCESS INTO THE ABOVE DESCRIBED REAL PROPERTY IS TO BE PROVIDED ON THE FOLLOWING DESCRIBED EASEMENT OR RIGHT OF WAY:

COMMENCING AT THE 40-CORNER IN THE EAST BOUNDARY OF SAID SECTION 6, WHICH SAID CORNER IS THE NORTHEAST CORNER OF LOT 8 OF SAID SECTION;
THENCE WEST ALONG THE NORTH BOUNDARY LINE OF SAID LOT TO THE UPPER RIM ROCK OF THE SNAKE RIVER CANYON;
THENCE SOUTHEASTERLY ALONG THE LINE OF AN OLD ROADWAY OR GRADE FORMERLY USED OVER SAID LOT 8.

5. TOGETHER WITH A PERPETUAL EASEMENT OVER THE ABOVE DESCRIBED PROPERTY FOR INGRESS AND EGRESS DATED JULY 18, 1985, RECORDED AUGUST 29, 1985 AS INSTRUMENT NUMBER 116679, RE-RECORDED AUGUST 30, 1985 AS INSTRUMENT NUMBER 116700, GOODING COUNTY RECORDS .

PARCEL NO. 3:

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

SECTION 6: A TRACT OF LAND IN LOT 8, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 6;
THENCE NORTH 00°09'02" EAST, 729.16 FEET ALONG THE SECTION LINE TO AN
ESTABLISHED 1½" PIPE, WHICH POINT IS THE REAL POINT OF BEGINNING;
THENCE NORTH 29°43'58" WEST, 236.30 FEET;
THENCE SOUTH 60°02'22" WEST, 590.56 FEET TO POINT "F";
THENCE SOUTH 44°07'52" WEST, 407.19 FEET TO A POINT WHICH IS REFERENCED BY A
BRASS CAP, IDENTIFIED ABOVE AS (E-H), WHICH CAP IS LOCATED: NORTH 75°55'13" WEST,
113.67 FEET;
THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE THREAD OF THE SNAKE RIVER AN
UNDETERMINED DISTANCE OUT TO THE THREAD OF THE SNAKE RIVER;
THENCE FOLLOWING THE THREAD OF THE SNAKE RIVER IN A SOUTHEASTERLY
DIRECTION;
THENCE AT RIGHT ANGLES FROM THE THREAD OF THE SNAKE RIVER TO A POINT ON THE
SHORELINE, WHICH POINT IS REFERENCED BY THE ABOVE IDENTIFIED BRASS CAP (E-H)
TO LIE 75°55'13" WEST, 402.90 FEET OF SAID POINT;
THENCE NORTH 54°23'57" EAST, 215.70 FEET TO POINT "G";
THENCE NORTH 54°23'57" EAST, 561.36 FEET TO THE REAL POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6;
THENCE NORTH 0°09'02" EAST, 729.16 FEET ALONG THE SECTION LINE TO AN
ESTABLISHED 1½" PIPE;
THENCE NORTH 29°43'58" WEST, 236.30 FEET;
THENCE SOUTH 60°02'22" WEST, 590.56 FEET TO A POINT IDENTIFIED AS POINT "F", SAID
POINT BEING THE TRUE POINT OF BEGINNING;
THENCE SOUTH 65°35'30" EAST, 96.24 FEET TO THE P.C. OF A CURVE WITH THE
FOLLOWING DATA:

DELTA: 74°07'31" RT.
RADIUS: 155.68 FEET
LENGTH: 201.41 FEET
CHORD: 167.65 FEET
TANGENT: 117.58 FEET;
THENCE FROM THE P.T. CONTINUE SOUTH 89°32'01" WEST, 32.78 FEET TO POINT "G".

THE ABOVE DESCRIBED PARCEL IS INTENDED TO BE A STRIP OF LAND 25.00 FEET ON
EACH SIDE OF THE ABOVE DESCRIBED LINE.

TOGETHER WITH AN EASEMENT FOR RIGHT-OF-WAY GIVEN BY THE SECRETARY OF THE
INTERIOR, BY HIS AUTHORIZED REPRESENTATIVE, THE REGIONAL DIRECTOR, U. S. FISH
AND WILDLIFE SERVICES TO ARDELL L. HILL DATED JANUARY 22, 1987, RECORDED
MARCH 9, 1987 AS INSTRUMENT NUMBER 126668, GOODING COUNTY RECORDS.

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT FOR ACCESS AS DISCLOSED IN
WARRANTY DEED RECORDED AUGUST 5, 1975 AS INSTRUMENT NUMBER 55772, RECORDS

OF GOODING COUNTY, IDAHO. LOCATED IN LOT 8 OF SECTION 6, TOWNSHIP 8 SOUTH,
RANGE 14, EAST BOISE MERIDIAN:

1. THE RIGHT OF INGRESS AND EGRESS OVER AND ABOVE THE ABOVE IDENTIFIED 50
FOOT WIDE PARCEL, AS WELL AS THE RIGHT OF INGRESS AND EGRESS OF THE 50 FOOT
WIDE PARCEL, WHICH IS 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED
CENTERLINE:

BEGINNING AT THE ABOVE IDENTIFIED POINT "F";
THENCE NORTH 65°35'30" WEST, 135.36 FEET ALONG THE ROAD CENTERLINE TO THE P. C.
OF A CURVE AS FOLLOWS:

DELTA - 25°14'16" RT.

RADIUS - 333.40 FEET

LENGTH - 146.86 FEET

CHORD - 145.67 FEET

TANGENT - 74.64 FEET WHICH P.T. OF SAID CURVE FALLS ON THE CENTERLINE OF THE
WASTE CANAL SOUTH 33°54' WEST, 10.88 FEET FROM THE ABOVE IDENTIFIED POINT "E".

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AGREEMENT

BETWEEN

**NORTH SNAKE GROUND WATER DISTRICT,
MAGIC VALLEY GROUND WATER DISTRICT, and
SOUTHWEST IRRIGATION DISTRICT**

AND

SEAPAC OF IDAHO, INC.

RE: MAGIC SPRINGS – AQUALIFE EXCHANGE



MAGIC SPRINGS WATER USE AGREEMENT

This Magic Springs Water Use Agreement ("**Agreement**") is entered into effective January 1, 2015, between North Snake Ground Water District, Magic Valley Ground Water District, and Southwest Irrigation District (collectively, the "**Districts**"), and SeaPac of Idaho, Inc., an Idaho corporation ("**SeaPac**").

RECITALS

A. The Districts' members consist of irrigators, municipalities, dairies, and commercial and industrial entities with ground water rights from the Eastern Snake Plain Aquifer ("ESPA").

B. Many of the of the Districts' members' water rights are junior to various surface water rights in the Hagerman Valley, exposing them to curtailment unless a mitigation plan is approved.

C. The Districts and SeaPac support the State of Idaho's *Thousand Springs Water Supply Settlement Framework* designed to stabilize the ESPA, improve water supplies in the Hagerman Valley, and resolve conflicts between junior and senior water right holders.

D. SeaPac owns and operates the Magic Springs hatchery complex which includes first use water right nos. 36-7072 and 36-8356 (collectively "Magic Springs").

E. SeaPac currently has a short term lease of the Aqualife Hatchery from the State of Idaho and desires to secure a long term lease and/or ownership of the Aqualife Hatchery.

F. On January 29, 2014, the Director of the Idaho Department of Water Resources ("Department") issued the *Final Order Regarding Rangen, Inc.'s Petition for Delivery Call; Curtailing Ground Water Rights Junior to July 13, 1962* ("Curtailment Order"). The Curtailment Order allows holders of junior-priority ground water rights to avoid curtailment if they participate in a mitigation plan that provides 9.1 cfs to Rangen phased in over 5 years as follows: 3.4 cfs in the first year, 5.2 cfs in the second year, 6.0 cfs in the third year, 6.6 cfs in the fourth year, and 9.1 cfs in the fifth year.

G. On October 29, 2014, the Director issued an *Order Approving IGWA's Fourth Mitigation Plan* in Docket No. CM-MP-2014-006 which approved the "Magic Springs Project." The Magic Springs Project authorizes the Districts to pump water from Magic Springs to Rangen's fish hatchery at the head of Billingsley Creek to meet the mitigation obligation imposed by the Curtailment Order.

H. The Districts and SeaPac signed a Letter of Intent to allow the Districts to use a 10 cfs portion of SeaPac's water right nos. 36-7072 and 36-8356 from the Magic Springs fish hatchery in exchange for a long-term lease or ownership of the Aqualife hatchery.

I. Pursuant to the Letter of Intent, the Districts secured approval of the Fourth Mitigation Plan, secured easements, and is proceeding with construction of the Magic Springs Project.

J. This Agreement is intended to replace and supersede the Letter of Intent as a final and binding agreement between the parties, with the terms set forth below.

AGREEMENT

ARTICLE 1 MAGIC SPRINGS WATER

1.1 Grant of First Use Water. SeaPac grants the Districts the exclusive right to use up to 10 cfs of first use water from its' Magic Springs hatchery under water right nos. 36-7072 and 36-8386. Ownership of said water will be transferred by SeaPac to the Districts simultaneous with the Districts transferring ownership of the Aqualife Hatchery to SeaPac as described below.

1.2 Grant of Discharge Water. SeaPac grants the Districts the exclusive right to access and utilize all discharge water from the Magic Springs facilities as needed to provide mitigation to water right holders in the Hagerman Valley.

1.3 Grant of Easements. SeaPac hereby grants the Districts a right of access and easements to design, construct, operate and maintain water intake and collection facilities, pump stations, pipelines and other facilities necessary to deliver water as described in 1.1 and 1.2 above for mitigation purposes. A map of the Magic Springs hatchery depicting the locations of the pump stations and pipelines is attached as Exhibit A. Simultaneous with the execution of this Agreement, the parties will execute the Easement Agreements for the first use water and discharge water pump stations and pipelines attached hereto as Exhibits "B" and "C" respectively.

1.4 Engineering Designs. SeaPac Grants the Districts access to design the collection and intake system, pump station, pipelines and other facilities for the delivery of water from Magic Springs pursuant to this Agreement. The Districts will submit the engineering designs for water delivery systems described in 1.1 and 1.2 above to SeaPac for approval prior to construction, which approval will not be unreasonably withheld.

1.5 Transfer Applications. SeaPac's consent is given to the Districts to file and process such transfer applications as needed to change the place and nature of use of the Magic Springs first use and discharge water provided pursuant to the this Agreement. In the event approval of transfer applications are delayed, SeaPac will cooperate with the Districts as may be necessary in filing and processing State Water Supply Bank applications to permit the Districts to use Magic Springs water pursuant to this Agreement, pending approval of the transfer applications.

1.6 Costs. The Districts will pay all costs to design, construct, operate and maintain water collection and intake system, pump station, pipeline and other facilities pertaining to the delivery of Magic Springs' water pursuant to this Agreement.

1.7 Abandonment. In the event the Districts permanently abandon the water intake and collection facilities, pump stations, pipelines and other facilities ("Magic Springs Facilities") utilized to pump water from SeaPac's Magic Springs Hatchery as described in this Article 1, the

Districts agree to promptly remove the Magic Springs Facilities from SeaPac's property and restore the site to preconstruction conditions. Additionally, the Districts' right to use water from SeaPac's Magic Springs Hatchery will terminate and SeaPac may file and process such transfer applications as it may desire to change the place and nature of use of water provided pursuant to this Agreement and this Agreement shall terminate.

ARTICLE 2 EXCHANGE OF AQUALIFE HATCHERY

2.1 Aqualife Lease. Pursuant to the Lease Agreement ("Lease") attached as Exhibit D, the Districts have leased the Aqualife Hatchery from the State of Idaho for a 30 year term effective January 1, 2015. As described in the Lease, the Aqualife Hatchery consists of a 93 acre parcel located at 1110 East 2700 South, Hagerman, Gooding County, Idaho 83332, together with water right nos. 36-2338, 36-2414, 36-2734 and 36-4041, and all other easements and appurtenances.

2.2 Assignment of Lease. In Consideration for the Magic Springs Water described in Article 1, the Districts hereby assign to SeaPac all of their rights, title, and interest in and to the Lease.

2.3 Acceptance and Assumption of Lease. SeaPac hereby accepts the Lease and assumes all of the Districts obligations as "Tenant" thereunder, with two exceptions. First, the Districts shall remain solely responsible to pay the annual rent owing pursuant to paragraph 1.6 and all real and personal property taxes owing pursuant to paragraph 4.7 of the Lease; provided, however, that SeaPac shall be solely responsible to pay any increases in the real and personal property taxes resulting from improvements it makes to the leased premises. Second, the Districts reserve and retain the Tenants Termination Right as specified in paragraph 3.2 of the Lease. In the event the Lease is terminated, either party may elect to terminate this Agreement if ownership of Aqualife has not been transferred to SeaPac.

2.4 Transfer of Ownership. The Districts will use their best efforts to secure ownership of the Aqualife Hatchery from the State of Idaho and thereupon transfer it to SeaPac, in consideration for the use of the Magic Springs water. It is understood and agreed that the Aqualife Hatchery is owned by the State of Idaho and that legislation is necessary for the Districts to secure ownership to enable transfer to SeaPac. In the event ownership of Aqualife Hatchery has not been transferred to Seapac by January 1, 2016, the Districts will be required to pay \$3.5 million to SeaPac. Thereupon the Districts will have no further obligation to acquire and transfer ownership of Aqualife Hatchery to SeaPac and SeaPac will assume any and all obligations under the Lease.

Condition of AquaLife Premises. SeaPac has been in possession of the Aqualife Hatchery pursuant to a lease agreement with the State of Idaho, is familiar with the premises as defined in the Lease, and finds the premises acceptable for its purposes and accepts the Premises in its "As Is" condition and without any warranty, implied or expressed.

ARTICLE 3 TERM

3.1 Term. The Term of this Agreement is perpetual.

3.2 Termination Right. Either Party may terminate this Agreement by providing at least ninety (90) days advance written notice upon the occurrence of the following:

- (a) The Districts termination of the Lease as provided therein;
- (b) Uncured default as set forth in Article 7.

ARTICLE 4 PUMP AND PIPELINE CONSTRUCTION AND OPERATIONS

4.1 Maintenance Obligations. The Districts shall at their sole expense maintain in good condition repair all pumps, pipelines, and other facilities installed by the Districts within the easements provided by SeaPac.

4.2 Alterations. The Districts have the right, with SeaPac's prior written consent, which shall not be unreasonably conditioned, withheld or delayed, to construct additional facilities and to remodel, repair, or remove facilities pertaining to the pump stations and pipelines within the described easements.

4.3 Utilities. The Districts shall be solely responsible for and shall promptly pay all utility services used in conjunction with the pump and pipeline projects.

4.4 Real and Personal Property Taxes. The Districts agree to pay before they become delinquent all taxes for real and personal property pertaining to the pumps, pipelines and other improvements constructed within the easements, upon the SeaPac property.

4.5 Right of Entry. SeaPac may enter the easements granted to the Districts at all times as may be necessary to inspect the general condition and state of the improvements and operations within the easements granted.

4.6 Control of Access. SeaPac shall not permit Magic Springs to be generally accessible to the public and shall control access to the Districts' improvements constructed within the described easements.

4.7 Operational Obligations. SeaPac agrees to assist the Districts with the day-to-day monitoring of the pump station and pipeline within the SeaPac easements. SeaPac agrees to clean the pump intake on a regular basis as needed. SeaPac also will respond to alarms and other calls which will be billed to the Districts at \$100.00 per incident; provided, however, that SeaPac assumes no liability if staff is not available to respond. The District's will maintain service contracts with qualified electrical and mechanical contractors and vendors to perform preventative and routine maintenance and repairs to the pump stations.

4.8 Construction Obligations. The Districts agree that the first and second raceways on the northwest side of the I&J Raceways will be properly abandoned with the construction of the Discharge Water pump station and pipeline project. Said work will include the removal of vertical walls, backfilling with structural fill, and placement of compacted gravel base material over the structural fill. It is understood any demolished concrete can be used within the structural backfill zone. The Districts also agree to replace the discharge pipe and valve at the southwest corner of the I&J Raceways and retrofit the bird netting when the abandonment work takes place.

ARTICLE 5 CHANGES IN THE PARTIES

5.1 Relationship of Parties. Nothing in this Agreement shall be construed as creating the relationship of principal or agent, employment, partnership or joint venture.

5.2 Successors and Assigns. This Agreement shall benefit and bind the successors and permitted assigns of the Districts and SeaPac.

5.3 Assignment and Subletting. Neither party may assign this Agreement without first obtaining the prior written consent of the other party, which consent shall not be unreasonably conditioned withheld or delayed.

ARTICLE 6 LOSS AND DAMAGE TO PREMISES

6.1 Insurance Obligations. The Districts agree to maintain in full force and effect throughout the Term of this Agreement commercial general liability insurance policies covering the easements described in 1.3 and all pumps, pipes, and other facilities installed therein by the Districts (referred to collectively as the "Premises"). Said liability policy shall be a policy of combined single-limit, bodily injury and property damage insuring the Districts and SeaPac against any liability or damage arising out of the ownership, use, occupancy or maintenance of the Premises, in an amount not less than \$1,000,000. The Districts shall provide SeaPac with a copy of the policy evidencing the insurance coverage and such insurance shall not be terminated without at least the prior written notice to SeaPac.

6.2 Property Insurance. The Districts shall be responsible for insuring all improvements installed by the Districts within the easements described in 1.3 above.

6.3 Waiver of Subrogation. The Districts and SeaPac release and waive their entire right of recovery against the other for direct, incidental, consequential, or other loss or damage arising out of, or incident to, the perils covered by insurance carried or required to be carried, whether due to the negligence of either party.

ARTICLE 7 DEFAULT

7.1 Default. A party shall be in default under this Agreement upon failure to perform any obligation required by this Agreement, if not cured within thirty (30) days after written notice from the other party, or such additional time as may be necessary if the default cannot

reasonably be cured within 30 days, specifying the alleged event of default and the intended remedy.

7.2 Remedies Upon Default. Upon the occurrence of a default that has not been timely cured, the non-defaulting party shall have the right to pursue any of the following:

- (a) Seek a decree or order of specific performance.
- (b) Recover against the defaulting party all damages which are proximately caused by the default under this Agreement.
- (c) Take whatever action is necessary to cure the default, including the incurring of any reasonable expenses, which sum shall be reimbursed by the defaulting party to the non-defaulting party.
- (d) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state of Idaho.

The rights, privileges, elections and remedies as set forth in this Agreement or allowed by law or equity are cumulative and the enforcement of a specific remedy shall not constitute an election of remedies and/or waiver of other available remedies.

ARTICLE 8 CLAIMS AND DISPUTES

8.1 Non-Waiver of Remedies. A waiver of any term or condition stated in this Agreement shall not be implied by any neglect of a party to enforce any remedy available by reason of the failure to observe or perform the condition. A waiver by a party shall not affect any condition other than the one specified in the waiver and a waiver shall waive a specified condition only for the time and in the manner specifically stated in the waiver.

8.2 Indemnification of SeaPac. The Districts agree to indemnify, defend and hold SeaPac harmless from any and all claims, costs, liability, or expense, including reasonable attorneys fees, arising out of (a) the Districts operation of the Premises which are the subject of the easements; (b) any breach by the Districts of any covenant or agreement made in this Agreement; (c) all actions, suits, proceedings, demands, assessments, judgments, costs and expenses incident to any of the foregoing.

8.3 Indemnification of Districts. SeaPac agrees to indemnify, defend and hold SeaPac harmless from any and all claims, costs, liability, or expense, including reasonable attorneys fees, arising out of (a) SeaPac's operation on the Premises which are the subject of the easements; (b) any breach by SeaPac of any covenant or agreement made in this Agreement; (c) all actions, suits, proceedings, demands, assessments, judgments, costs and expenses incident to any of the foregoing.

8.4 Dispute Resolution. If the parties disagree regarding the performance of this Lease, then the parties agree to engage in direct discussions to settle the dispute. If the

disagreement cannot be settled by direct discussions, then the parties agree to first endeavor to settle the disagreement in an amicable manner by mediation, and if unsuccessful by arbitration, with litigation allowed only for the purpose of enforcing an arbitrator's decision.

8.5 Attorneys' Fees and Costs. If a party is in default under this Agreement, the defaulting party shall pay to the other party reasonable attorneys' fees and costs (i) incurred by the other party after default and referral to an attorney, and (ii) incurred by the prevailing party in any litigation.

ARTICLE 9 GENERAL PROVISIONS

9.1 Notices. All notices under this Agreement shall be in writing and shall be deemed to be delivered on the date of delivery if delivered in person or by fax, or on the date of receipt if delivered by U.S. Mail or express courier. Proof of delivery shall be by affidavit of personal delivery, machine generated confirmation of fax transmission, or return receipt issued by U.S. Postal Service or express courier. Notices shall be addressed to the address set forth below:

Districts:

Magic Valley Ground Water District
P.O. Box 430
Paul, Idaho 83347

North Snake Ground Water District
152 E. Main Street
Jerome, Idaho 83338

Southwest Irrigation District
P.O. Box 910
Burley, Idaho 83318

Idaho Ground Water Appropriators, Inc.
c/o Randall C. Budge
Racine, Olson, Nye, Budge & Bailey
P.O. Box 1391
Pocatello, Idaho 83204-1391

SeaPac:SeaPac of Idaho, Inc.
P.O. Box 546
Buhl, Idaho 83316
Facsimile: (208) 326-5935

9.2 Time is of the Essence. Time is of the essence with respect to the obligations to be performed under this Agreement.

9.3 Districts' Condition. The Districts' obligations under this Agreement are specifically conditioned upon each District obtaining authorization from their respective Board of Directors to enter into this Agreement.

9.4 Interpretation. This Agreement shall be governed by the law of the State of Idaho. The courts in the State of Idaho shall have exclusive jurisdiction. The invalidity of any portion of this Lease shall not affect the validity of any other portion of this Agreement. This Agreement constitutes the entire, completely integrated agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations.

9.5 Binding Effect. The covenants and conditions contained herein shall apply to and bind the parties and all sublessees, assigns and successors of the parties.

9.6 Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Lease may not be modified in any manner whatsoever except by an instrument in writing signed by each of the parties hereto.

9.7 Cooperation. The Districts and SeaPac shall and do hereby agree to cooperate with each other and to encourage and participate in efforts made by the State of Idaho and other users of the waters of the State of Idaho to promote the recharging, stabilization and sustaining of the aquifer in area of the Premises and also in securing the transfer of ownership of Aqualife to SeaPac.

[Signatures on following page]

Tenant:

SEAPAC OF IDAHO, INC.,
an Idaho corporation

Dated: 12 January, 2015

By: [Signature]
Name: Ken [unclear]
Title: President

Landlord:

Dated: January 7, 2015

NORTH SNAKE GROUND WATER DISTRICT

By: [Signature]
Name: Rhyn Carlquist
Title: Chairman

MAGIC VALLEY GROUND WATER DISTRICT

By: [Signature]
Name: Don Sproun
Title: Chairman

SOUTHWEST IRRIGATION DISTRICT

By: [Signature]
Name: Randy Brown
Title: Chairman

EXHIBIT A

EXHIBIT B

BURIED PIPELINE AGREEMENT

(First Use Water – IJ Diversion)

**SEAPAC OF IDAHO, INC.
Southwest Irrigation District
North Snake Ground Water District
Magic Valley Ground Water District**

AGREEMENT effective this 7th day of January, 2015, between SEAPAC OF IDAHO, INC., ("SEAPAC"), and Southwest Irrigation District, North Snake Ground Water District and Magic Valley Ground Water District (hereinafter "Districts"), collectively referred to as the "parties."

RECITALS

- A. WHEREAS, SEAPAC, owns certain real property located in Gooding County, Idaho located in SW ¼ 1W ¼, Section 5, Township 7S, Range 14E, B.M., Gooding County, Idaho, and SE ¼ SE ¼, Section 6, Township 7S, Range 14E, B.M., Gooding County, Idaho ("Property") and;
- B. WHEREAS, the Districts desire to acquire from SEAPAC an easement 20' in width as described in Exhibit "A" attached for the purpose of constructing, owning and operating two (2) buried pipelines through the SEAPAC Property to convey water from the Magic Springs water rights; and
- C. WHEREAS, SEAPAC is willing to provide the Districts the requested easement for the buried pipelines pursuant to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Installation of Pipelines.** SEAPAC agrees that the Districts may install, at its own expense, two (2) buried pipelines for the conveyance of water from Magic Springs within the easements described in Exhibit "A" and Exhibit "B" attached. The Districts shall install said pipelines within the easements in accordance with standard specifications for pipe, materials, installation, and backfill, as set forth in the Idaho standards for public works construction or the respective projects' construction drawings.
2. **Pipeline Ownership and Maintenance.** The Districts shall own the pipelines and be responsible for their installation, maintenance, repair and replacement.
3. **Easement and Access.** SEAPAC hereby grants to the Districts easements on, over, under and through a portion of the SEAPAC Property, approximately _____' in

length, 20' in width as described in Exhibit "A" and approximately _____' in length, 20' in width, to construct, operate, maintain and replace as necessary two (2) buried pipelines to insure the proper delivery of water from Magic Springs. It is understood and agreed that the final description of the easements and location of the pipes are subject to amendment by the Districts based upon the final survey and installed pipe locations.

4. **Indemnification.** The Districts agree to indemnify and hold SEAPAC harmless from any and all claims arising out of the construction, operation, maintenance, repair or replacement of the pipelines, or the use of the easement for any purpose.

5. **The Districts' Representative.** The Districts agree to designate one person to represent the Districts in all dealings with SEAPAC and to act as a liaison between the parties. The Districts shall communicate to SEAPAC in writing the name, address and telephone number of such person.

6. **Additional Documents.** The parties will execute such additional deeds, releases and other documents and instruments as may be required to carry out the purpose and intent of the foregoing agreement.

7. **Cooperation.** The parties will cooperate, communicate and act in good faith with each other as may be reasonable and necessary in exercising their rights and performing their responsibilities pursuant to this Agreement.

8. **Default.** In the event any party fails to perform any of the terms, conditions or provisions of this Agreement, and fails to cure such default within thirty (30) days of receipt of written notice of default, the non-defaulting party may elect any one of the following remedies, which are the sole and exclusive remedies available:

- (a) to terminate this Agreement;
- (b) file an action to obtain specific performance of this Agreement; or
- (c) pursue any other remedy to which they may be entitled under the laws of the state of Idaho.

9. **Legal Fees.** In the event legal action is undertaken to enforce this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs, in addition to whatever other relief that party may be entitled to.

10. **Binding Effect.** All of the terms, conditions and covenants of this Agreement shall be binding upon the parties and shall inure to the benefits of all successors and assigns of the parties hereto.

11. **Assignment of this Agreement.** The Districts may assign their interest in this Agreement to a third party, subject to the prior written consent of SEAPAC, which consent shall not be unreasonably withheld. Provided, that the Districts may assign their

interest in this Agreement to one or more of their member groundwater districts without the consent of SEAPAC.

12. **Modification or Revocation.** This Agreement may be modified or revoked by a writing executed by all parties.

13. **Dispute Resolution.** Any substantial dispute between the parties shall be resolved in accordance with the following provisions:

- (a) **Mediation.** The parties shall designate a mediator and appear before the mediator and attempt to mediate a settlement of the dispute.
- (b) **Arbitration.** In the event the dispute between the parties cannot be settled as a result of mediation as above described, the dispute shall be arbitrated in accordance with the Uniform Arbitration Act, Title 7, Chapter 9, Idaho Code. The parties shall elect a mutually agreeable arbitrator and the dispute shall be submitted to that arbitrator for decision. The arbitrator shall be authorized to enter a decision to resolve the dispute that is binding on the parties. The arbitrator's decision shall be non-appealable.
- (c) **Litigation.** Litigation is allowed between the parties only for the purpose of enforcing a settlement agreement entered into between the parties as a result of mediation, or an arbitrator's decision resulting from arbitration.
- (d) **Injunctive Relief.** Either party may request a Court to issue such temporary or interim relief (including temporary restraining orders and preliminary injunctions) as may be appropriate, either before or after mediation or arbitration is commenced. The temporary or interim relief shall remain in effect pending the outcome of the mediation or arbitration. No such request shall be a waiver of the right to submit any dispute to mediation or arbitration.
- (e) **Arbitration and Mediation Costs.** The parties shall share equally in all expenses and costs and fees of the mediator and arbitrator. Each party shall be responsible for its own costs, attorney fees and witness fees, if any. However, the arbitrator may award reasonable attorney fees to the prevailing party.
- (f) **Choice of Law.** This Agreement and the validity, interpretation and performance thereof shall be governed by and construed in accordance with the laws of the State of Idaho.

14. **Notices.** All notices required to be given pursuant to this Agreement shall be served upon the parties by certified mail, return receipt requested, at the following addresses:

SeaPac of Idaho, Inc.

c/o _____

P.O. Box 546

Buhl, Idaho 83316

Southwest Irrigation District

P.O. Box 910

Burley, Idaho 83318

North Snake Ground Water District

152 E. Main St.

Jerome, Idaho 83338

Magic Valley Ground Water District

P.O. Box 430

Paul, Idaho 83347

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date recited above.

**SOUTHWEST IRRIGATION
DISTRICT**

By _____

By *Randy Brown*
RANDY BROWN, Chairman

By _____

**NORTH SNAKE IRRIGATION
DISTRICT**

By *[Signature]*
LYNN CARLQUIST, Chairman

**MAGIC VALLEY GROUND WATER
DISTRICT**

By *[Signature]*
DEAN STEVENSON, Chairman

SEAPAC OF IDAHO, INC.

By _____
Name: _____
Title: _____

STATE OF IDAHO)
 : ss.
County of _____)

On this ____ day of January, 2015, before me, a Notary Public for the State of Idaho, personally appeared _____, known or identified to me to be the _____, of SEAPAC OF IDAHO, INC., that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(SEAL)

NOTARY PUBLIC FOR IDAHO

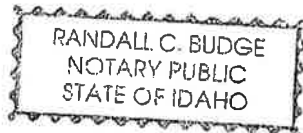
Residing at:

My Commission Expires:

STATE OF IDAHO)
 : ss.
County of Bannock)

On this 7th day of January, 2015, before me, a Notary Public for the State of Idaho, personally appeared RANDY BROWN, known or identified to me to be the Chairman, of SOUTHWEST IRRIGATION DISTRICT, that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(SEAL)

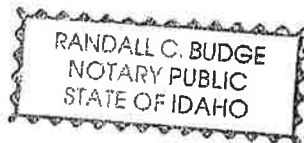


Randall C. Budge
NOTARY PUBLIC FOR IDAHO
Residing at: Bannock County
My Commission Expires: 10/11/16

STATE OF IDAHO)
 : ss.
County of Bannock)

On this 7th day of January, 2015, before me, a Notary Public for the State of Idaho, personally appeared LYNN CARLQUIST, known or identified to me to be the Chairman, of NORTH SNAKE GROUND WATER DISTRICT, that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(SEAL)



Randall C. Budge
NOTARY PUBLIC FOR IDAHO
Residing at: Bannock County
My Commission Expires: 10/11/16

STATE OF IDAHO)
 : ss.
County of Bannock)

On this 7th day of January, 2015, before me, a Notary Public for the State of Idaho, personally appeared DEAN STEVENSON, known or identified to me to be the Chairman, of MAGIC VALLEY IRRIGATION DISTRICT, that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(SEAL)



Randall C. Budge
NOTARY PUBLIC FOR IDAHO
Residing at: Bannock County
My Commission Expires: 10/11/16

November 7, 2014



EXHIBIT A
MAGIC SPRINGS PROJECT, PHASE 1
PUMPING SYSTEM AND PIPELINE EASEMENT DESCRIPTION
SEAPAC EASEMENT

An easement across a portion of a parcel of land described in a deed recorded on December 10th, 2002, as Instrument 198159, records of Gooding County, Idaho, said easement being situated in the a portion of Government Lot 8 of Section 6 and a portion of the SW ¼ of the SW 1/4 of Section 5 all in Township 8 South, Range 14 East, Boise Meridian, Gooding County, Idaho. Said easement being more particularly described as follows:

Commencing at the Section Corner common to Sections 5, 6, 7 and 8 of said Township and Range being marked by a 1 ½" iron pipe, thence North 0° 47' 14" East 224.36 feet along the section line common to said Sections 5 and 6 to the **POINT OF BEGINNING**, thence leaving said section line

North 43° 08' 14" West 36.23 feet, thence

South 45° 28' 30" West 24.58 feet, thence

North 44° 31' 30" West 86.83 feet, thence

North 45° 28' 30" East 84.26 feet, thence

South 44° 31' 30" East 75.50 feet, thence

North 85° 28' 30" East 201.42 feet, thence

North 53° 48' 10" East 21.71 feet, thence

North 8° 48' 10" East 39.68 feet, thence

South 81° 11' 50" East 4.25 feet, thence

81.71 feet along a curve to the left, said curve having a radius of 92.00 feet, a delta angle of 50° 53' 18", and a long chord bearing North 16° 38' 29" West 79.05 feet, thence

North 42° 05' 08" West 357.05 feet, thence

25.31 feet along a curve to the right, said curve having a radius of 111.00 feet, a delta angle of 13° 03' 59", and a long chord bearing North 35° 33' 08" West 25.26 feet, thence

North 29° 01' 08" West 367.74 feet, thence

Exhibit A continued
Page 2 of 2

17.88 feet along a curve to the right, said curve having a radius of 111.50 feet, a delta angle of $09^{\circ} 11' 19''$, and a long chord bearing North $24^{\circ} 25' 29''$ West 17.86 feet, thence

North $19^{\circ} 49' 49''$ West 33.84 feet to a point on the northerly line of said parcel of land (Instrument 198159), thence along said northerly line

North $68^{\circ} 00' 35''$ East 20.01 feet, thence leaving said northerly line

South $19^{\circ} 49' 49''$ East 34.60 feet, thence

14.67 feet along a curve to the left, said curve having a radius of 91.50 feet, a delta angle of $9^{\circ} 11' 19''$, and a long chord bearing South $24^{\circ} 25' 29''$ East 14.66 feet, thence

South $29^{\circ} 01' 08''$ East 367.74 feet, thence

20.75 feet along a curve to the left, said curve having a radius of 91.00 feet, a delta angle of $13^{\circ} 03' 59''$, and a long chord bearing South $35^{\circ} 33' 08''$ East 20.71 feet, thence

South $42^{\circ} 05' 08''$ East 357.05 feet, thence

99.48 feet along a curve to the right, said curve having a radius of 112.00 feet, a delta angle of $50^{\circ} 53' 18''$ and a long chord bearing South $16^{\circ} 38' 29''$ East 96.24 feet, thence

South $81^{\circ} 11' 50''$ East 5.75 feet, thence

South $8^{\circ} 48' 10''$ West 52.10 feet, thence

South $53^{\circ} 48' 10''$ West 42.64 feet, thence

South $85^{\circ} 28' 30''$ West 220.45 feet, thence

South $1^{\circ} 51' 46''$ West 10.54 feet, thence

South $43^{\circ} 8' 14''$ East 38.54 feet, thence

South $46^{\circ} 51' 46''$ West 25.00 feet, thence

North $43^{\circ} 08' 14''$ West 13.87 feet to the **POINT OF BEGINNING.**

Said easement contains 35,000 square feet or 0.803 acres, more or less.



November 7, 2014



**EXHIBIT B
MAGIC SPRINGS PROJECT, PHASE 2
PUMPING SYSTEM AND PIPELINE EASEMENT DESCRIPTION
SEAPAC EASEMENT**

An easement across a portion of a parcel of land described in a deed recorded December 10, 2002, as Instrument 198159, records of Gooding County, Idaho, said easement being situated in a portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 5 and a portion of Government Lot 1 of Section 8 all in Township 8 South, Range 14 East, Boise Meridian, Gooding County, Idaho. Said easement being more particularly described as follows:

Commencing at the Section Corner common to Sections 5, 6, 7 and 8 of said Township and Range being marked by a 1 $\frac{1}{2}$ " iron pipe, thence North $0^{\circ} 47' 14''$ East 224.36 feet along the section line common to said Sections 5 and 6, thence leaving said section line South $43^{\circ} 08' 14''$ East 13.87 feet to the **POINT OF BEGINNING**, thence

North $46^{\circ} 51' 46''$ East 25.00 feet, thence
South $43^{\circ} 08' 14''$ East 104.03 feet, thence
South $19^{\circ} 51' 58''$ East 202.21 feet, thence
South $59^{\circ} 41' 30''$ East 296.45 feet, thence
South $33^{\circ} 30' 46''$ East 85.51 feet, thence
South $44^{\circ} 23' 42''$ East 299.14 feet, thence
South $6^{\circ} 34' 18''$ East 149.33 feet, thence
South $58^{\circ} 26' 56''$ West 470.59 feet, thence
South $31^{\circ} 33' 04''$ East 12.50 feet, thence
South $58^{\circ} 26' 56''$ West 90.00 feet, thence
North $31^{\circ} 33' 04''$ West 60.00 feet, thence
North $58^{\circ} 26' 56''$ East 90.00 feet, thence
South $31^{\circ} 33' 04''$ East 22.50 feet, thence
North $58^{\circ} 26' 56''$ East 454.66 feet, thence
North $6^{\circ} 34' 18''$ West 124.83 feet, thence
North $44^{\circ} 23' 42''$ West 292.95 feet, thence
North $33^{\circ} 30' 46''$ West 82.08 feet, thence
North $59^{\circ} 41' 30''$ West 299.69 feet, thence
North $19^{\circ} 51' 58''$ West 206.12 feet, thence
North $43^{\circ} 08' 14''$ West 98.88 feet to the **POINT OF BEGINNING**.

Said easement contains 44,981 square feet or 1.033 acres, more or less.



EXHIBIT C

BURIED PIPELINE AGREEMENT

(Discharge Water)

SEAPAC OF IDAHO, INC.
Southwest Irrigation District
North Snake Ground Water District
Magic Valley Ground Water District

AGREEMENT effective this 1st day of January, 2015, between SEAPAC OF IDAHO, INC., ("SEAPAC"), and Southwest Irrigation District, North Snake Ground Water District and Magic Valley Ground Water District (hereinafter "Districts"), collectively referred to as the "parties."

RECITALS

A. WHEREAS, SEAPAC, owns certain real property located in Gooding County, Idaho located in SW ¼ 1W ¼, Section 5, Township 7S, Range 14E, B.M., Gooding County, Idaho, SE ¼ SE ¼, Section 6, Township 7S, Range 14E, B.M., Gooding County, Idaho, and NW ¼ NW ¼, Section 8, Township 7S, Range 14E, B.M., Gooding County, Idaho ("Property") and;

B. WHEREAS, the Districts desire to acquire from SEAPAC an easement 20' in width as described in Exhibit "A" attached for the purpose of constructing, owning and operating two (2) buried pipelines through the SEAPAC Property to convey water from the Magic Springs water rights; and

C. WHEREAS, SEAPAC is willing to provide the Districts the requested easement for the buried pipelines pursuant to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Installation of Pipelines.** SEAPAC agrees that the Districts may install, at its own expense, two (2) buried pipelines for the conveyance of water from Magic Springs within the easements described in Exhibit "A" and Exhibit "B" attached. The Districts shall install said pipelines within the easements in accordance with standard specifications for pipe, materials, installation, and backfill, as set forth in the Idaho standards for public works construction or the respective projects' construction drawings.

2. **Pipeline Ownership and Maintenance.** The Districts shall own the pipelines and be responsible for their installation, maintenance, repair and replacement.

3. **Easement and Access.** SEAPAC hereby grants to the Districts easements on, over, under and through a portion of the SEAPAC Property, approximately _____' in length, 20' in width as described in Exhibit "A" and approximately _____' in length, 20' in width, to construct, operate, maintain and replace as necessary two (2) buried pipelines to insure the proper delivery of water from Magic Springs. It is understood and agreed that the final description of the easements and location of the pipes are subject to amendment by the Districts based upon the final survey and installed pipe locations.

4. **Indemnification.** The Districts agree to indemnify and hold SEAPAC harmless from any and all claims arising out of the construction, operation, maintenance, repair or replacement of the pipelines, or the use of the easement for any purpose.

5. **The Districts' Representative.** The Districts agree to designate one person to represent the Districts in all dealings with SEAPAC and to act as a liaison between the parties. The Districts shall communicate to SEAPAC in writing the name, address and telephone number of such person.

6. **Additional Documents.** The parties will execute such additional deeds, releases and other documents and instruments as may be required to carry out the purpose and intent of the foregoing agreement.

7. **Cooperation.** The parties will cooperate, communicate and act in good faith with each other as may be reasonable and necessary in exercising their rights and performing their responsibilities pursuant to this Agreement.

8. **Default.** In the event any party fails to perform any of the terms, conditions or provisions of this Agreement, and fails to cure such default within thirty (30) days of receipt of written notice of default, the non-defaulting party may elect any one of the following remedies, which are the sole and exclusive remedies available:

- (a) to terminate this Agreement;
- (b) file an action to obtain specific performance of this Agreement; or
- (c) pursue any other remedy to which they may be entitled under the laws of the state of Idaho.

9. **Legal Fees.** In the event legal action is undertaken to enforce this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs, in addition to whatever other relief that party may be entitled to.

10. **Binding Effect.** All of the terms, conditions and covenants of this Agreement shall be binding upon the parties and shall inure to the benefits of all successors and assigns of the parties hereto.

11. **Assignment of this Agreement.** The Districts may assign their interest in this Agreement to a third party, subject to the prior written consent of SEAPAC, which consent shall not be unreasonably withheld. Provided, that the Districts may assign their interest in this Agreement to one or more of their member groundwater districts without the consent of SEAPAC.

12. **Modification or Revocation.** This Agreement may be modified or revoked by a writing executed by all parties.

13. **Dispute Resolution.** Any substantial dispute between the parties shall be resolved in accordance with the following provisions:

- (a) **Mediation.** The parties shall designate a mediator and appear before the mediator and attempt to mediate a settlement of the dispute.
- (b) **Arbitration.** In the event the dispute between the parties cannot be settled as a result of mediation as above described, the dispute shall be arbitrated in accordance with the Uniform Arbitration Act, Title 7, Chapter 9, Idaho Code. The parties shall elect a mutually agreeable arbitrator and the dispute shall be submitted to that arbitrator for decision. The arbitrator shall be authorized to enter a decision to resolve the dispute that is binding on the parties. The arbitrator's decision shall be non-appealable.
- (c) **Litigation.** Litigation is allowed between the parties only for the purpose of enforcing a settlement agreement entered into between the parties as a result of mediation, or an arbitrator's decision resulting from arbitration.
- (d) **Injunctive Relief.** Either party may request a Court to issue such temporary or interim relief (including temporary restraining orders and preliminary injunctions) as may be appropriate, either before or after mediation or arbitration is commenced. The temporary or interim relief shall remain in effect pending the outcome of the mediation or arbitration. No such request shall be a waiver of the right to submit any dispute to mediation or arbitration.
- (e) **Arbitration and Mediation Costs.** The parties shall share equally in all expenses and costs and fees of the mediator and arbitrator. Each party shall be responsible for its own costs, attorney fees and witness fees, if any. However, the arbitrator may award reasonable attorney fees to the prevailing party.

- (f) Choice of Law. This Agreement and the validity, interpretation and performance thereof shall be governed by and construed in accordance with the laws of the State of Idaho.

14. **Notices.** All notices required to be given pursuant to this Agreement shall be served upon the parties by certified mail, return receipt requested, at the following addresses:

SeaPac of Idaho, Inc.

c/o _____

P.O. Box 546

Buhl, Idaho 83316

Southwest Irrigation District

P.O. Box 910

Burley, Idaho 83318

North Snake Ground Water District

152 E. Main St.

Jerome, Idaho 83338

Magic Valley Ground Water District

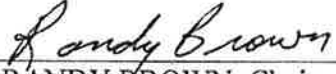
P.O. Box 430

Paul, Idaho 83347

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date recited above.

**SOUTHWEST IRRIGATION
DISTRICT**

By _____

By 
RANDY BROWN, Chairman

**NORTH SNAKE IRRIGATION
DISTRICT**

By _____

By 
LYNN CARLQUIST, Chairman

**MAGIC VALLEY GROUND WATER
DISTRICT**

By 
DEAN STEVENSON, Chairman

SEAPAC OF IDAHO, INC.

By _____
Name: _____
Title: _____

STATE OF IDAHO)
 : ss.
County of _____)

On this ____ day of January, 2015, before me, a Notary Public for the State of Idaho, personally appeared _____, known or identified to me to be the _____, of SEAPAC OF IDAHO, INC., that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

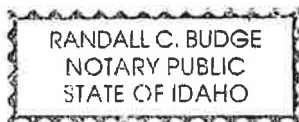
(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing at:
My Commission Expires:

STATE OF IDAHO)
 : ss.
County of Bannock)

On this 7th day of January, 2015, before me, a Notary Public for the State of Idaho, personally appeared RANDY BROWN, known or identified to me to be the Chairman, of SOUTHWEST IRRIGATION DISTRICT, that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(SEAL)

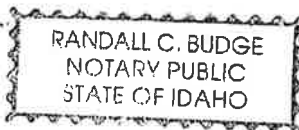


Randall C. Budge
NOTARY PUBLIC FOR IDAHO
Residing at: Bannock County
My Commission Expires: 10/11/16

STATE OF IDAHO)
 : ss.
County of Bannock)

On this 7th day of January, 2015, before me, a Notary Public for the State of Idaho, personally appeared LYNN CARLQUIST, known or identified to me to be the Chairman, of NORTH SNAKE GROUND WATER DISTRICT, that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(SEAL)

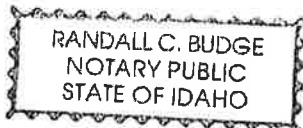


Randall C. Budge
NOTARY PUBLIC FOR IDAHO
Residing at: Bannock County
My Commission Expires: 10/11/16

STATE OF IDAHO)
 : ss.
County of Bannock)

On this 7th day of January, 2015, before me, a Notary Public for the State of Idaho, personally appeared DEAN STEVENSON, known or identified to me to be the Chairman, of MAGIC VALLEY IRRIGATION DISTRICT, that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(SEAL)



Randall C. Budge
NOTARY PUBLIC FOR IDAHO
Residing at: Bannock County
My Commission Expires: 10/11/16

November 7, 2014



EXHIBIT A
MAGIC SPRINGS PROJECT, PHASE 1
PUMPING SYSTEM AND PIPELINE EASEMENT DESCRIPTION
SEAPAC EASEMENT

An easement across a portion of a parcel of land described in a deed recorded on December 10th, 2002, as Instrument 198159, records of Gooding County, Idaho, said easement being situated in the a portion of Government Lot 8 of Section 6 and a portion of the SW ¼ of the SW 1/4 of Section 5 all in Township 8 South, Range 14 East, Boise Meridian, Gooding County, Idaho. Said easement being more particularly described as follows:

Commencing at the Section Corner common to Sections 5, 6, 7 and 8 of said Township and Range being marked by a 1 ½" iron pipe, thence North 0° 47' 14" East 224.36 feet along the section line common to said Sections 5 and 6 to the **POINT OF BEGINNING**, thence leaving said section line

North 43° 08' 14" West 36.23 feet, thence

South 45° 28' 30" West 24.58 feet, thence

North 44° 31' 30" West 86.83 feet, thence

North 45° 28' 30" East 84.26 feet, thence

South 44° 31' 30" East 75.50 feet, thence

North 85° 28' 30" East 201.42 feet, thence

North 53° 48' 10" East 21.71 feet, thence

North 8° 48' 10" East 39.68 feet, thence

South 81° 11' 50" East 4.25 feet, thence

81.71 feet along a curve to the left, said curve having a radius of 92.00 feet, a delta angle of 50° 53' 18", and a long chord bearing North 16° 38' 29" West 79.05 feet, thence

North 42° 05' 08" West 357.05 feet, thence

25.31 feet along a curve to the right, said curve having a radius of 111.00 feet, a delta angle of 13° 03' 59", and a long chord bearing North 35° 33' 08" West 25.26 feet, thence

North 29° 01' 08" West 367.74 feet, thence



Exhibit A continued
Page 2 of 2

17.88 feet along a curve to the right, said curve having a radius of 111.50 feet, a delta angle of $09^{\circ} 11' 19''$, and a long chord bearing North $24^{\circ} 25' 29''$ West 17.86 feet, thence

North $19^{\circ} 49' 49''$ West 33.84 feet to a point on the northerly line of said parcel of land (Instrument 198159), thence along said northerly line

North $68^{\circ} 00' 35''$ East 20.01 feet, thence leaving said northerly line

South $19^{\circ} 49' 49''$ East 34.60 feet, thence

14.67 feet along a curve to the left, said curve having a radius of 91.50 feet, a delta angle of $9^{\circ} 11' 19''$, and a long chord bearing South $24^{\circ} 25' 29''$ East 14.66 feet, thence

South $29^{\circ} 01' 08''$ East 367.74 feet, thence

20.75 feet along a curve to the left, said curve having a radius of 91.00 feet, a delta angle of $13^{\circ} 03' 59''$, and a long chord bearing South $35^{\circ} 33' 08''$ East 20.71 feet, thence

South $42^{\circ} 05' 08''$ East 357.05 feet, thence

99.48 feet along a curve to the right, said curve having a radius of 112.00 feet, a delta angle of $50^{\circ} 53' 18''$ and a long chord bearing South $16^{\circ} 38' 29''$ East 96.24 feet, thence

South $81^{\circ} 11' 50''$ East 5.75 feet, thence

South $8^{\circ} 48' 10''$ West 52.10 feet, thence

South $53^{\circ} 48' 10''$ West 42.64 feet, thence

South $85^{\circ} 28' 30''$ West 220.45 feet, thence

South $1^{\circ} 51' 46''$ West 10.54 feet, thence

South $43^{\circ} 8' 14''$ East 38.54 feet, thence

South $46^{\circ} 51' 46''$ West 25.00 feet, thence

North $43^{\circ} 08' 14''$ West 13.87 feet to the **POINT OF BEGINNING.**

Said easement contains 35,000 square feet or 0.803 acres, more or less.



November 7, 2014



**EXHIBIT B
MAGIC SPRINGS PROJECT, PHASE 2
PUMPING SYSTEM AND PIPELINE EASEMENT DESCRIPTION
SEAPAC EASEMENT**

An easement across a portion of a parcel of land described in a deed recorded December 10, 2002, as Instrument 198159, records of Gooding County, Idaho, said easement being situated in a portion of the SW ¼ of the SW ¼ of Section 5 and a portion of Government Lot 1 of Section 8 all in Township 8 South, Range 14 East, Boise Meridian, Gooding County, Idaho. Said easement being more particularly described as follows:

Commencing at the Section Corner common to Sections 5, 6, 7 and 8 of said Township and Range being marked by a 1 ½" iron pipe, thence North 0° 47' 14" East 224.36 feet along the section line common to said Sections 5 and 6, thence leaving said section line South 43° 08' 14" East 13.87 feet to the **POINT OF BEGINNING**, thence

North 46° 51' 46" East 25.00 feet, thence
South 43° 08' 14" East 104.03 feet, thence
South 19° 51' 58" East 202.21 feet, thence
South 59° 41' 30" East 296.45 feet, thence
South 33° 30' 46" East 85.51 feet, thence
South 44° 23' 42" East 299.14 feet, thence
South 6° 34' 18" East 149.33 feet, thence
South 58° 26' 56" West 470.59 feet, thence
South 31° 33' 04" East 12.50 feet, thence
South 58° 26' 56" West 90.00 feet, thence
North 31° 33' 04" West 60.00 feet, thence
North 58° 26' 56" East 90.00 feet, thence
South 31° 33' 04" East 22.50 feet, thence
North 58° 26' 56" East 454.66 feet, thence
North 6° 34' 18" West 124.83 feet, thence
North 44° 23' 42" West 292.95 feet, thence
North 33° 30' 46" West 82.08 feet, thence
North 59° 41' 30" West 299.69 feet, thence
North 19° 51' 58" West 206.12 feet, thence
North 43° 08' 14" West 98.88 feet to the **POINT OF BEGINNING**.

Said easement contains 44,981 square feet or 1.033 acres, more or less.



AFTER RECORDING RETURN TO:

Sullivan & Worcester LLP
Attn: Warren G. Heilbronner
One Post Office Square
Boston, MA 02109

Instrument # 257175
GOODING COUNTY, GOODING, IDAHO
01-09-2017 14:35:07 No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE - JEROME
DENISE GILL Fee: \$19.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

615554-J

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF AGREEMENT (this "Assignment") is made and entered into effective as of January 1, 2017, by and between SEAPAC OF IDAHO, INC., an Idaho corporation ("Assignor"), and EVAQUA FARMS LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is a party to that certain Agreement dated January 1, 2015, between Assignor and North Snake Ground Water District, Magic Valley Ground Water District, and Southwest Irrigation District (collectively, "Districts") (the "Agreement"), concerning Assignor's agreement to allow the Districts to use 10 cfs of Assignor's Water Right Nos. 36-7072 and 36-8356 from Assignor's Magic Springs fish hatchery, to satisfy certain obligations under a settlement agreement and an order issued by the Idaho Department of Water Resources (Order Approving IGWA's Fourth Mitigation Plan, Docket No. CM-MP-2014-006, dated October 29, 2014) concerning the delivery of water from the Magic Springs hatchery to the Rangen Hatchery via pipeline (the "Magic Springs Project"); and

WHEREAS, Assignor, under the Agreement, also has agreed to grant the Districts certain rights of access and easements to construct, operate and maintain specified water delivery facilities at the Magic Springs hatchery property certain water delivery facilities and pipelines associated with the Magic Springs Project; and

WHEREAS, in connection with that certain Asset Purchase Agreement, dated November 9, 2016 (the "Purchase Agreement"), by and between Assignor and Assignee, Assignor has agreed to sell to Assignee certain of its assets, including the Magic Springs fish hatchery and, in connection therewith, Assignor has agreed to assign all of its right, title and interest in and to the Agreement to Assignee, and Assignee has agreed to accept such assignment and assume and perform Assignor's liabilities and obligations arising under the Agreement from and after the Closing (as defined in the Purchase Agreement), all in accordance with this Assignment and the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:



AFTER RECORDING RETURN TO:

Sullivan & Worcester LLP
Attn: Warren G. Heilbronner
One Post Office Square
Boston, MA 02109



615554-J

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

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WHEREAS, Assignor, under the Agreement, also has agreed to grant the Districts certain rights of access and easements to construct, operate and maintain specified water delivery facilities at the Magic Springs hatchery property certain water delivery facilities and pipelines associated with the Magic Springs Project; and

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Effective as of the Closing, Assignor hereby assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Agreement and all of Assignor's rights, benefits and privileges thereunder.

2. Assumption. Effective as of the Closing, to the extent arising on and after the Closing, Assignee hereby assumes all liabilities and obligations of Assignor under the Agreement and agrees to perform all obligations of Assignor under the Agreement.

3. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

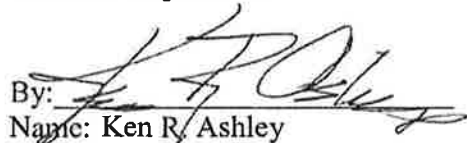
4. Terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement will govern.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

SEAPAC OF IDAHO, INC.,
an Idaho corporation

By: 
Name: Ken R. Ashley
Title: President

STATE OF IDAHO)
) ss.
County of Ada)

On this 22nd day of December, 2016, before me, the undersigned notary public for said state, personally appeared Ken R. Ashley, known or identified to me to be (or proven on the basis of satisfactory evidence) to be the President of the corporation that executed the within instrument, or the person that executed the within instrument on behalf of said corporation, and acknowledged to me that said corporation 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 written.





Notary Public
Residing at: Meridian, Idaho
My Commission Expires: 6/18/2022

[Signatures continue on the following page]

ASSIGNEE:

EVAQUA FARMS LLC,
a Delaware limited liability company

By: 
Name: Robert G. Young
Title: President

STATE OF IDAHO)
) ss.
County of Ada)

On this 22nd day of December, 2016, before me, the undersigned notary public for said state, personally appeared Robert G. Young, known or identified to me to be (or proven on the basis of satisfactory evidence) to be the President of the limited liability company that executed the within instrument, or the person that executed the within instrument on behalf of said limited liability company, and acknowledged to me that said limited liability company 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 written.




Notary Public
Residing at: Menthan, Idaho
My Commission Expires: 6/18/2022



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

C.L. "Butch" Otter
Governor

Gary Spackman
Director

May 31, 2018

RANDALL C BUDGE
RACINE OLSON NYE & BUDGE
PO BOX 1391
POCATELLO ID 83204-1391

Re: Change in Ownership for Water Right No(s): 36-17028

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 736-3033.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosure(s)

May 24, 2018

RECEIVED**MAY 29 2018**DEPT OF WATER RESOURCES
SOUTHERN REGION

Idaho Department of Water Resources
Southern Region
650 Addison Avenue West, Suite 500
Twin Falls, Idaho 83301-5858

**Re: Notice of Change in Water Right Ownership
Water Right No. 36-17028 (formerly 36-7072)**

To Whom It May Concern:

Enclosed please find the following for filing and processing:

1. Notice of Change in Water Right Ownership with attached supporting Exhibits 1-9;
2. Extra first page of Notice of Change in Water Right Ownership. Please conform file stamp and return in the enclosed stamped and addressed return envelope.
3. Check for filing fees in the amount of \$25.00.

This Notice of Change is filed for the purpose of requesting that the Department reflect the Districts (the new owners reflected on Exhibit 1) as the owner of 10 cfs of water right no. 36-7072 which we have discovered was recently renumbered by the Department as 36-17028. Ownership of this right is based upon two Quitclaim Deeds, Exhibits 5 and 6. Let me provide further explanation.

The Districts originally entered into the Magic Springs Water Use Agreement with SeaPac of Idaho, Inc. on January 1, 2015 to secure the immediate right to use and later the right to acquire ownership of a total of 10 cfs of water rights in Magic Springs consisting of 5 cfs under each water right nos. 36-7072 and 36-8356.¹ As a part of the Districts' mitigation plan to Rangen, Inc., the 10 cfs of Magic Springs water right was delivered via pipeline from Magic Springs (the point of diversion) to the Rangen Hatchery (the place of use).

¹ See Exhibit 1, Magic Springs Water Use Agreement, paragraph 1.1.

Subsequently, SeaPac sold all of its assets to Evaqua Farms, LLC which became the owner of the Magic Springs Hatchery as well as the described water rights, among other things.²

Pursuant to Quitclaim Deed Instrument No. 259607³, Evaqua deeded 5 cfs of water right no. 36-7072 and 5 cfs of water right no. 36-8356 to the Districts. This was to satisfy SeaPac's obligations under the Magic Springs Water Use Agreement mentioned above.

Next, the Districts and Evaqua entered into an agreement providing for the Districts to own and receive their full 10 cfs under water right no. 36-7072 with Evaqua to receive back the 5 cfs of water under water right no. 36-8356, thus owning that entire right. Hence, by Instrument No. 261390 Evaqua deeded an additional 5 cfs of water right no. 36-7072 to the Districts; and, the Districts deeded 5 cfs of water right no. 36-8356 back to Evaqua.⁴

Based on the foregoing, the Districts have filed the Notice of Change to establish ownership of water right no. 36-17028, formerly 10 cfs of water right no. 36-7072. Evaqua now owns all of water right no. 36-8356. The Districts also own water rights 36-134B, 135A, 2551, 7694, 8048, 15501, and 17002, all acquired from Rangen, Inc. These rights are all owned by the same Districts pursuant to the Notice of Change filed on or about January 31, 2017.

Thank you for your assistance. If you have any questions, please contact me.

Sincerely,



RANDALL C. BUDGE

RCB:ts
Enclosures

c: Linda Jones, attorney for Evaqua
Chris Thorne, attorney for Evaqua

² See Exhibit 9 – Assignment and Assumption Agreement.

³ See Exhibit 5 – Quitclaim Deed Instrument No. 259607.

⁴ See Quitclaim Deed – Exhibit 6, and Special Warranty Deed – Exhibit 7.