

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
AUG 16 2017
WATER RESOURCES
WESTERN 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
01-10457 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
01-10460 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
25-245 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
25-11218 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
25-11219 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐

RECEIVED
AUG 22 2017

Department of Water Resources
Eastern Region

2. Previous Owner's Name: Corey Poole, Kathy Poole and Roger Poole
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): R T Kandler LLC, an Idaho limited liability company
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 7891 S Yellowstone Hwy Idaho Falls ID 83402
Mailing address City State ZIP
- 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: May 17, 2017
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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.

SUPPORT DATA

IN FILE # 1-10457

8. Signature: Carl B Taylor _____ _____
Signature of new owner/claimant Title, if applicable Date
- Signature: Debbie _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by CS Date 8/16/17 Receipt No. WD45595 Receipt Amt. \$125.00
Approved by JB Processed by JB Date 8/28/2017

REAL ESTATE PURCHASE & SALE AGREEMENT

SELLER:

Leslie Wayne Poole Trust
775 N 3200 E
Menan, Idaho 83434

BUYER:

RT Kandler LLC
PO Box 50618
7891 S Yellowstone Highway
Idaho Falls, ID 83405

THIS AGREEMENT is made this 22 day of Mar, 2017, by and between the above-named Seller who agrees to sell and the above-named Buyer who agrees to purchase all in accordance with the terms and provisions with this Agreement, the following property located in the State of Idaho, Jefferson County and particularly described as:

SEE ATTACHED EXHIBIT A

(referred to as the Subject Property). For the sake of clarity, the Seller intends to sell to Buyer and Buyer intends to purchase from Seller all of Seller's real property together with all water rights and improvements. As further clarification, Seller intends to sell approximately 712 acres with water rights plus improvements including but not limited to homes, grain storage units, irrigation supplies & equipment, irrigation siphon tubes and pipes, main lines, hand lines, head-gates, fences, corrals, panels, and gates and Buyer intends to purchase said acres and improvements together with all water rights.

1. **PURCHASE PRICE:** The Purchase Price is ONE MILLION NINE HUNDRED AND FOURTY FOUR THOUSAND DOLLARS (\$1,944,000) and shall be payable as follows:
 - 1.1. ONE MILLION NINE HUNDRED AND FOURTY FOUR THOUSAND DOLLARS (\$1,944,000.00) to be paid in cash, and
 - 1.2. Allocation of the total Purchase Price shall be as follows:
 - 1.2.1. \$80,000 down payment on March 20, 2017 to Corey Poole for the purchase of his home.
 - 1.2.2. \$500,000 is allocated at closing.
 - 1.2.3. \$1,364,000 is allocated at completion of bank financing (estimated 30 days after closing).
 - 1.2.4. Buyer will allocate depreciation per generally accepted accounting principles (GAAP).
2. **OCCUPANCY:** The following identifies the dates of occupancy for the premises:
 - 2.1. March 20, 2017 – Buyer shall receive full occupancy of the premises and be authorized to plant crops.
 - 2.2. June 15, 2017 – Seller shall evacuate premises and all equipment not included in this agreement shall be removed.

3. **INCLUSIONS AND EXCLUSIONS:** All improvements are specifically INCLUDED in the sale including but not limited to homes, grain storage units, irrigation supplies & equipment, irrigation siphon tubes and pipes, main lines, hand lines, head-gates, fences, corrals, panels, and gates.
4. **OPTIONS:** After the Closing, Roger Poole shall have an option to purchase from Buyer an eleven (11) acre parcel of the Property, with water rights proportionally allocated, located within the following area "ID T 05N 37E Section 26 - NE1/4 SE1/4 NE1/4" at the purchase price of Forty Four Thousand Dollars (\$44,000). With Buyer's cooperation, but at Roger Poole's sole cost and expense, Roger Poole shall have the parcel to be purchased (the "Option Property") surveyed and any necessary records of survey or boundary adjustments, prepared to legally subdivide the Option Property from the Property.
5. **COSTS PAID BY:** Costs in addition to those listed below may be incurred by Buyer and Seller. Any costs or fees necessary to the closing of this transactions shall be borne 50% by the Seller and 50% by the Buyer, unless otherwise agreed herein or provided by law or required by lender. MARK B if paid by Buyer, S if paid by Seller, 1/2 if split between the Buyer and Seller, or N/A:

5.1. **PAID BY**

EXPENSE

S	Owners Title Insurance.
S	Survey of Land to be Sold.
1/2	Closing Fee.
B	Environmental Survey, Well Inspection, or other property inspections, if any.

6. **TITLE OF SELLER:** Title of Seller is to be conveyed by Warranty Deed, unless otherwise provided herein, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and/or zoning regulations and ordinances of any governmental entity, and right of way and easements established or of record.
7. **TITLE INSURANCE:** **Owner's Policy of Title Insurance.** A "Standard Coverage" Owner's title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to any liens, encumbrances and defects elsewhere set out in this Agreement, to be discharged or assumed by the Buyer, shall be furnished to Buyer within a reasonable time after closing by First American Title Company. Prior to closing the transaction, the Closing Agent shall furnish to the Buyer a commitment for a title insurance policy showing the condition of the title to the premises. Buyer shall have five (5) days from the receipt of the commitment or until twenty-four (24) hours prior to closing, whichever is less, within which to object in writing to the condition of the title as set forth in the report. If the Buyer does not object, the Buyer shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered to

the Seller, or if the Seller having approved said sale fails to consummate the same as herein agreed, the earnest money shall be returned to the Buyer.

8. **CLOSING:** First American Title Company shall be the Closing Agent. On or before the closing date, Buyer and Seller shall deposit with the Closing Agent all funds and instruments necessary to complete the sale. The closing date shall be on or before _____, 2017.
9. **POSSESSION:** The Seller shall deliver actual possession of the property to the Buyer at time of closing. Taxes and water assessments (using the available assessment as a basis), rents, insurance premiums, interest and reserves on loans, liens, or obligations, assumed or taken subject to, shall be prorated as of closing.
10. **SELLER WARRANTIES:** No warranties, agreements or representations have been made or shall be binding upon either party unless herein set forth. Seller warrants: (1) Seller has received no claim nor notice of any building or zoning violation concerning the property which has not or will not be remedied prior to closing; (2) all obligations against the property including taxes, assessments, mortgages, liens, or other encumbrances of any nature shall be brought current on or before closing; and (3) Seller, to the best of Seller's knowledge, has not used or allowed, nor has the property been used, at any time, for the storage or disposal of any hazardous wastes or toxic substances as defined by Federal or State health, safety and water regulations and/or laws. All of Seller's warranties contained herein shall survive the payment in full of this Agreement.
11. **INSPECTION:** Unless otherwise indicated herein, Buyer agrees that Buyer is purchasing the property upon Buyer's own examination and judgment and not by reason of any representation made to Buyer by Seller, or Seller's agents as to its condition, size, location, zoning status, covenants, conditions and restrictions, present value, future value, income therefrom or as to its production except as set forth herein.
12. **RISK OF LOSS:** Prior to closing of the sale, all risk of loss shall remain with the Seller. In addition should the premises be materially damaged by fire, vandalism, flood, earthquake, or acts of God, or other cause prior to closing, this Agreement shall be voidable at the option of Buyer. In the event Buyer exercises his option to void this Agreement, the Closing Agent shall refund the earnest money, if any, less any amounts used or committed for use by Closing Agent under the terms of this Agreement.
13. **CHANGE DURING TRANSACTION:** During the pendency of this Agreement, Seller agrees that no changes in any existing leases shall be made, nor new leases entered into, nor shall any substantial alterations or improvements be made or undertaken without the written consent of the Buyers.
14. **AMENDMENT:** No amendment, alteration or modification of this Agreement shall be effective unless made in writing and duly executed by the parties hereto.

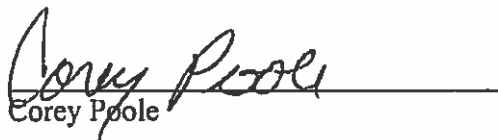
15. **ASSIGNMENT:** Neither party may assign this Agreement or any interest hereunder without the written consent of the other party.
16. **EXECUTION OF OTHER DOCUMENTS:** The parties agree to execute any further and additional documents necessary to carry out the terms of this Agreement.
17. **SEVERABILITY:** In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.
18. **GOVERNING LAW:** This Agreement shall be governed by and interpreted under the law of the State of Idaho.
19. **BINDING AFFECT:** This Agreement shall inure to and be binding upon the parties hereto and their heirs, personal representatives, successors and assignees.
20. **ENTIRE AGREEMENT:** This Agreement constitutes and contains the entire Agreement of the parties and supersedes and merges all other prior understandings and/or agreements between the parties, if any, whether verbal or written.
21. **EXECUTION IN COUNTERPARTS:** This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

DATED this 22 day of March, 2017.

SELLER:



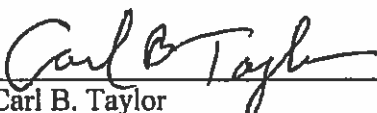
Roger Poole,
Trustee of the Leslie Wayne Poole Trust



Corey Poole

ACCEPTANCE BY BUYER: Buyer hereby ACCEPTS the foregoing offer on the terms and conditions specified herein on the _____ day of _____, 2017, at _____ m.

BUYER:
RT Kandler LLC


By: Carl B. Taylor
Its: Manager


By: David Robison
Its: Manager

EXHIBIT A

PARCEL 1

LOT 1, LOT 7, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4NE1/4), THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4NW1/4), AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW1/4NE1/4), ALL IN SECTION 27, TOWNSHIP 5 NORTH, RANGE 37 E.B.M., JEFFERSON COUNTY, IDAHO.

THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4), THE WEST 510 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4NW1/4), AND LOT 2, EXCEPTING THE EAST 26 RODS THEREOF, ALL BEING IN SECTION 26, TOWNSHIP 5 NORTH, RANGE 37 E.B.M., JEFFERSON COUNTY, IDAHO.

ALSO: BEGINNING AT THE NORTHEAST CONER OF LOT 2, SECTION 26, TOWNSHIP 5 NORTH, RANGE 37 E.B.M., JEFFERSON COUNTY, IDAHO, AND RUNNING THENCE WEST 26 RODS; THENCE SOUTH 80 RODS; THENCE EAST 26 RODS; THENCE NORTH 80 RODS TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM A PORTION OF THE NE CORNER OF THE S1/2 OF THE NE1/4, SECTION 26, TOWNSHIP 5 NORTH, RANGE 37 E.B.M., JEFFERSON COUNTY, IDAHO; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT THAT IS S. 00°21'00" W. ALONG THE SECTION LINE 1532.43 FEET FROM THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN; RUNNING THENCE S. 00°21'00" W. ALONG SAID SECTION LINE 405.40 FEET; THENCE N. 88°51'18" W. 143.18 FEET; THENCE N. 00°06'19" E. 400.15 FEET; THENCE N. 89°03'26" E. 144.91 FEET TO THE POINT OF BEGINNING, CONTAINING 1.33 ACRES.

AND EXCEPTING THEREFROM SECTION 26, TOWNSHIP 5 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO. BEGINNING AT A POINT THAT IS SOUTH 500 FEET AND EAST 280 FEET FROM THE NW CORNER OF SAID SECTION 26, SAID POINT BEING ON THE SOUTH EDGE OF AN EXISTING ROADWAY, AND RUNNING THENCE SOUTH 350 FEET; THENCE EAST 200 FEET TO AN EXISTING ROADWAY; THENCE RUNNING IN A NORTHWESTERLY DIRECTION ALONG THE SAID ROADWAY TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS ALONG AN EXISTING ROADWAY THAT RUNS ALONG THE SOUTH LINE OF THE N1/2N1/2 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN TO THE SNAKE RIVER DIKE; THENCE NORTHWESTERLY ALONG THE EXISTING ROADWAY RUNNING THROUGH THE W1/2NW1/4NW1/4 OF SAID SECTION 26 TO ITS INTERSECTION WITH THE ABOVE DESCRIBED PROPERTY.

PARCEL 2

LOT 1 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO.

PARCEL 3

LOTS 5 AND 6 OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO.

LOTS 2, 3, 4, 5, AND 6 OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO.

THE EAST 810 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4NW1/4) OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO.

THE FOLLOWING TRACTS OF LAND AS MORE PARTICULARLY DESCRIBED ON THE DEPENDENT RESURVEY AND SURVEY OF IRREGULAR TRACTS OF TOWNSHIP 5 NORTH, RANGE 37 EAST, OF THE BOISE MERIDIAN, IDAHO, AS PREPARED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT DATED DECEMBER 1, 1972:

TRACT 38, SECTION 22, TOWNSHIP 5 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO.

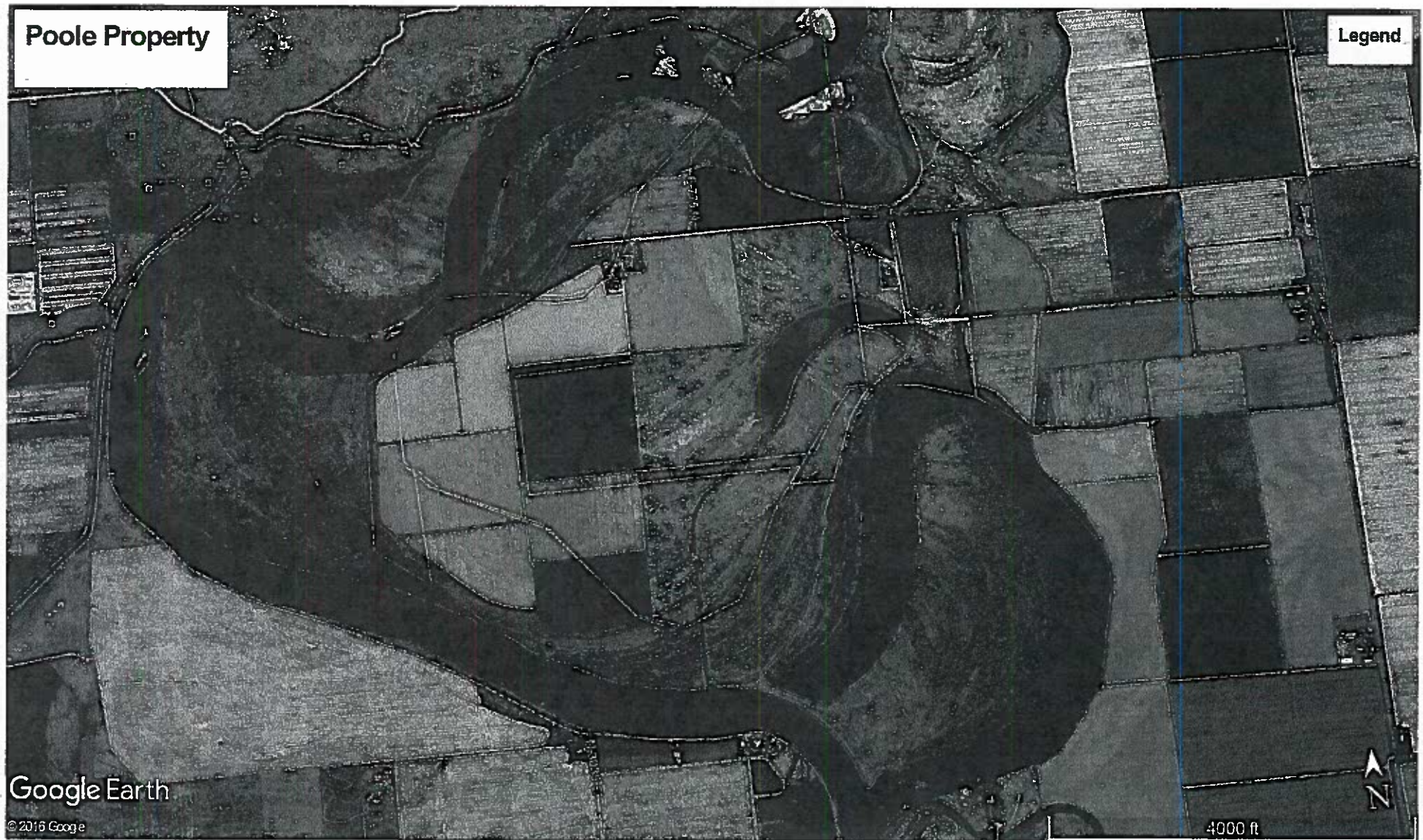
TRACTS 39, 41, AND 42, SECTION 27, TOWNSHIP 5 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO.

TRACT 40, SECTION 28, TOWNSHIP 5 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO.

ALSO THE FOLLOWING DESCRIBED PROPERTY: A PORTION OF THE NE CORNER OF THE S1/2 OF THE NE1/4, SECTION 26, TOWNSHIP 5 NORTH, RANGE 37 E.B.M., JEFFERSON COUNTY, IDAHO; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT THAT IS S. 00°21'00" W. ALONG THE SECTION LINE 1532.43 FEET FROM THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 37 EAST OF THE BOISE MERIDIAN; RUNNING THENCE S. 00°21'00" W. ALONG SAID SECTION LINE 405.40 FEET; THENCE N. 88°51'18" W. 143.18 FEET; THENCE N. 00°06'19" E. 400.15 FEET; THENCE N. 89°03'26" E. 144.91 FEET TO THE POINT OF BEGINNING, CONTAINING 1.33 ACRES.

TOGETHER with all ditch and water rights appurtenant to said land, however evidenced.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, and rents, issues and profits thereof.



Poole Property

Legend

Google Earth

© 2016 Google

4000 ft

N

State of Idaho
Department of Water Resources

Water Right 1-10457

IRRIGATION

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



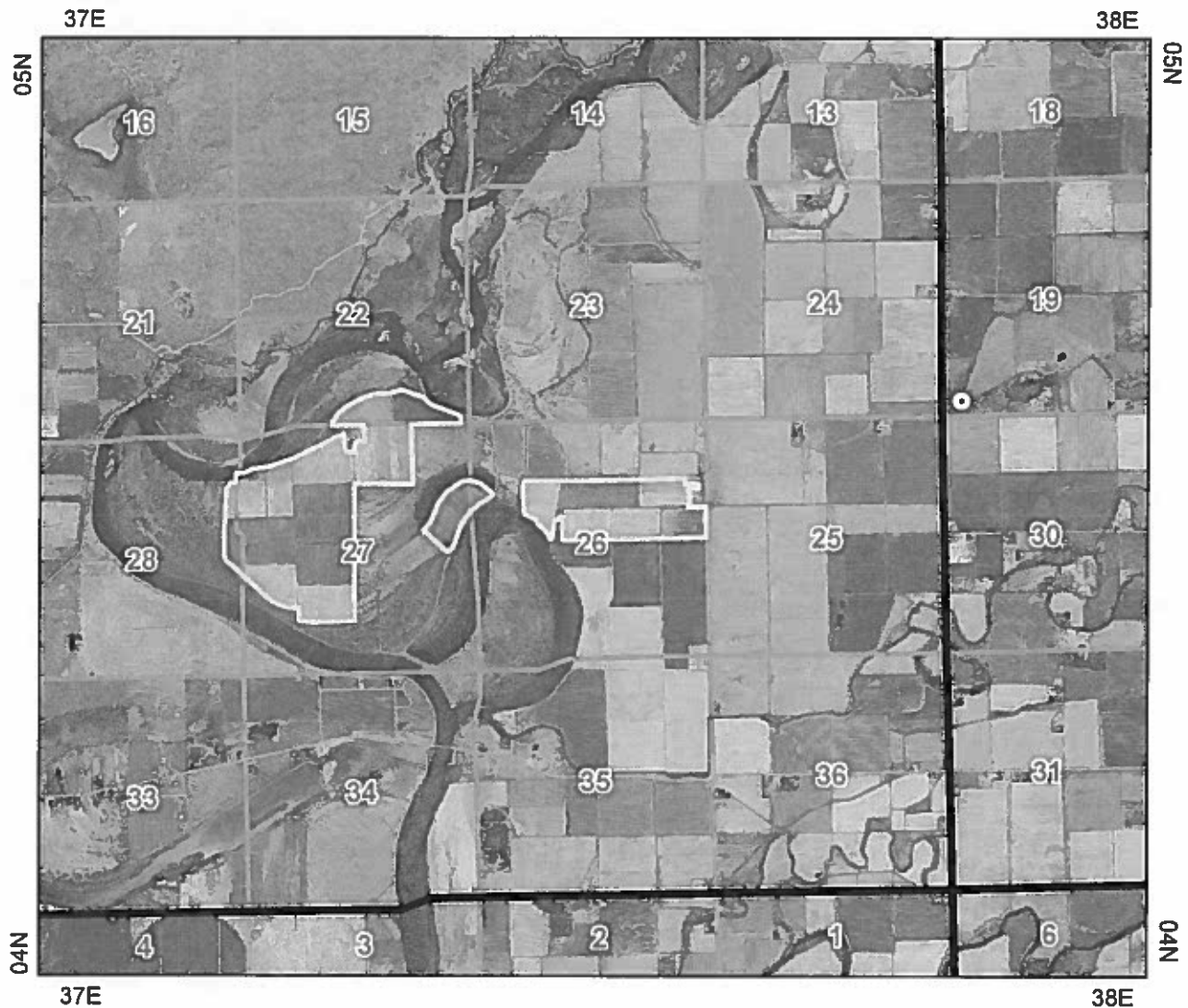
- Point of Diversion
- Place Of Use Boundary
- ▬ Townships
- ▬ PLS Sections

State of Idaho
Department of Water Resources

Water Right 25-245

IRRIGATION

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



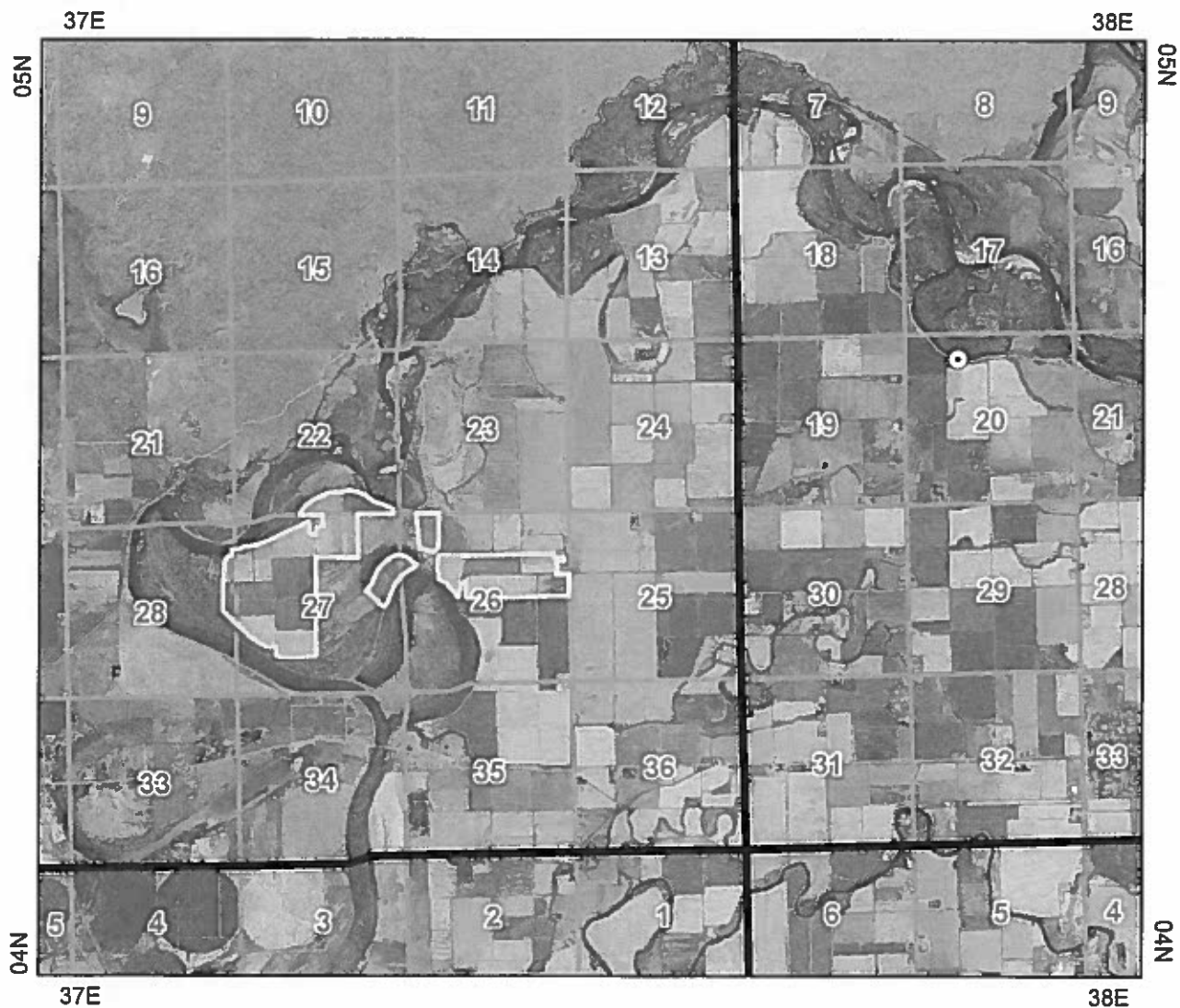
- Point of Diversion
- Place Of Use Boundary
- ▬ Townships
- ▬ PLS Sections

State of Idaho
Department of Water Resources

Water Right 1-10460

IRRIGATION

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



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

0 0.5 1 2 Miles

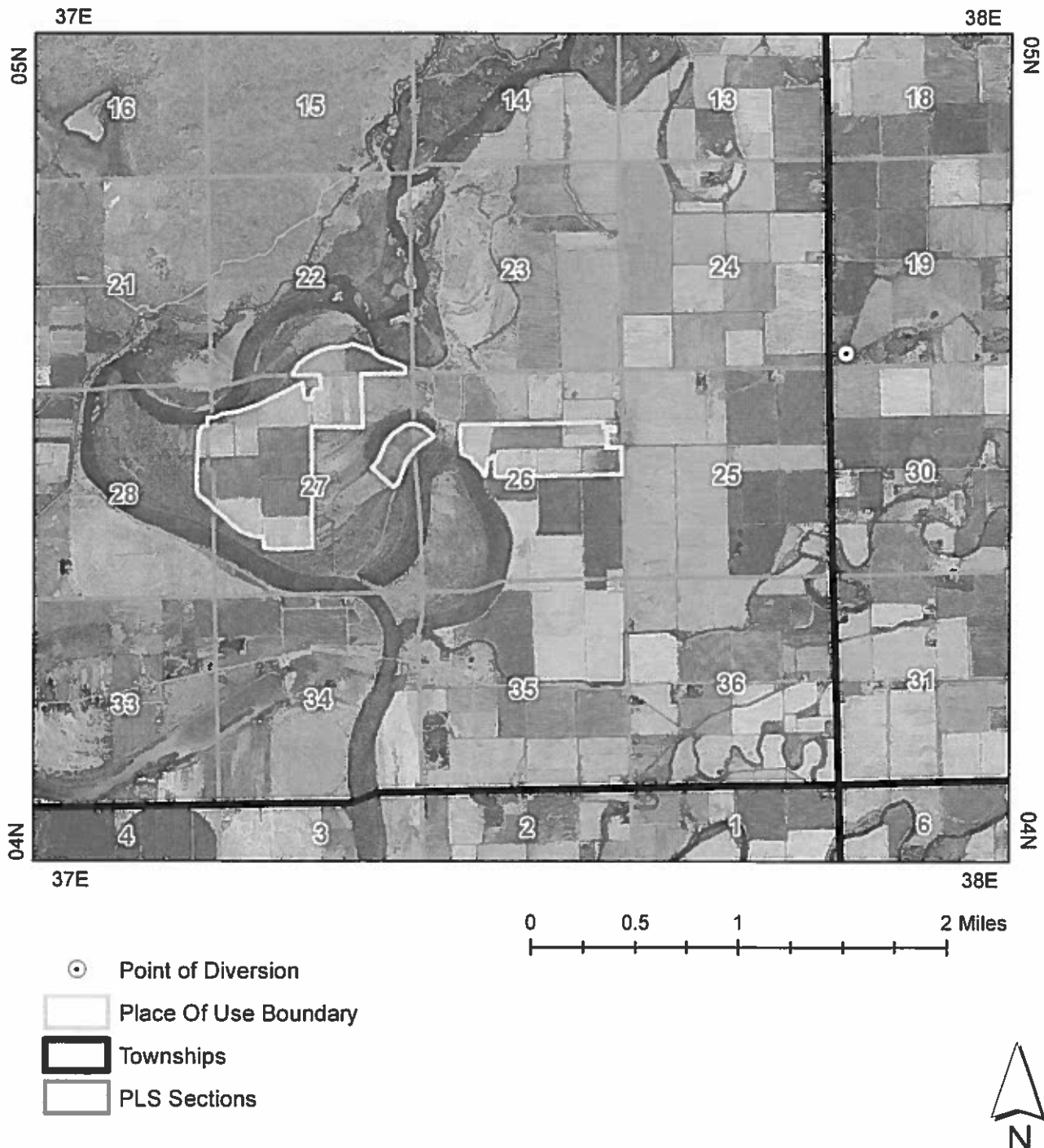


State of Idaho
Department of Water Resources

Water Right 25-11219

IRRIGATION

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

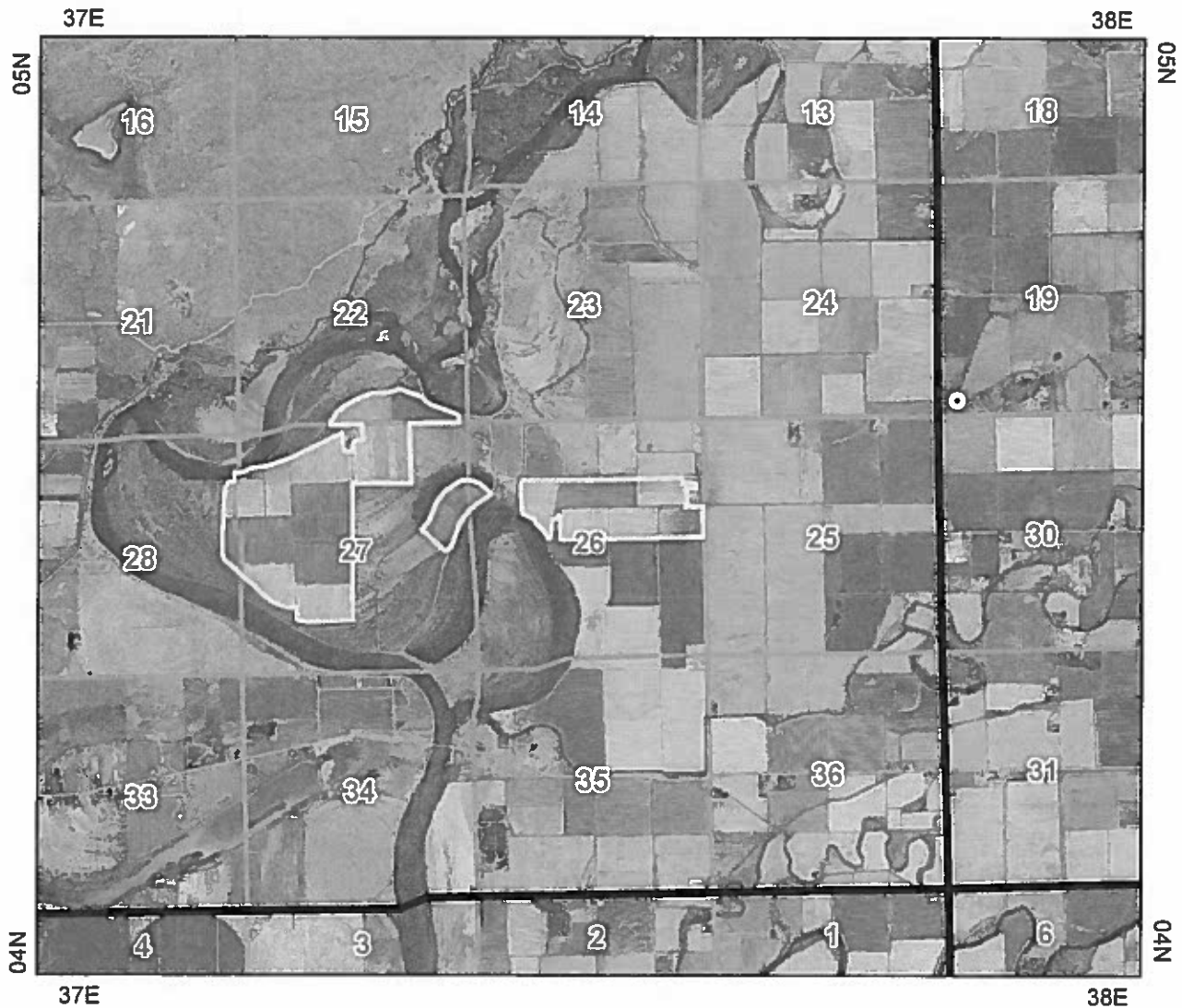


State of Idaho
Department of Water Resources

Water Right
25-11218

IRRIGATION

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



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

0 0.5 1 2 Miles



RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442

Instrument # 430963
RIGBY, JEFFERSON, IDAHO
08-28-2017 04:14:18 PM No. of Pages: 9
Recorded for: FIRST AMERICAN TITLE - RIGBY
COLLEEN C POOLE Fee: \$34.00
Ex-Officio Recorder Deputy: LK
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 630665-RI (ss)

Date: June 08, 2017

For Value Received, Roger Poole and Kathy J. Poole, husband and wife; Corey Poole and Kim Poole, husband and wife; Janice Rae Poole, a single person; Sidney Poole and Barbara L. Poole, husband and wife; Thurza Lee Gordon, a widow; Jeffery Poole and Sheryl Poole, husband and wife; John Poole and Kathy Jo Poole, husband and wife; Rodney Poole and Earlene Poole, husband and wife and Robert Poole and Colleen Poole, husband and wife, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto R T Kandier, LLC, an Idaho limited liability company, hereinafter called the Grantee, whose current address is PO BOX 50618, Idaho Falls, ID 83405, the following described premises, situated in Jefferson County, Idaho, to-wit:

PARCEL 1:

TRACT A: Lots 5 and 6 of Section 22, Township 5 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho.

TRACT B: Lots 2, 3, 4, 5, and 6 of Section 27, Township 5 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho.

TRACT C: The East 810 feet of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 26, Township 5 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho.

TRACT D: The following tracts of land as more particularly described on the Dependent Resurvey and Survey of Irregular Tracts of Township 5 North, Range 37 East, of the Boise Meridian, Idaho, as prepared by the United States Department of the Interior, Bureau of Land Management dated December 1, 1972:

Tract 38, Section 22, Township 5 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho.

Tracts 39, 41, and 42, Section 27, Township 5 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho.

Tract 40, Section 28, Township 5 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho.

PARCEL 2:

Lot 1 of Section 26, Township 5 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho.

PARCEL 3:

TRACT A: Lot 1, Lot 7, the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), all in Section 27, Township 5 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho.

TRACT B: The South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$), the West 510 feet of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$), and Lot 2, excepting the East 26 rods thereof, all being in Section 26, Township 5 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho.

LR

TRACT C: ALSO: Beginning at the Northeast Corner of Lot 2, Section 26, Township 5 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho, and running thence West 26 rods; thence South 80 rods; thence East 26 rods; thence North 80 rods to the place of beginning.

EXCEPTING THEREFROM the following described property: Beginning at a point that is S. 00°21'00" W. along the Section line 1532.43 feet from the Northeast Corner of Section 26, Township 5 North, Range 37 East of the Boise Meridian; running thence S. 00°21'00" W. along said Section line 405.40 feet; thence N. 88°51'18" W. 143.18 feet; thence N. 00°06'19" E. 400.15 feet; thence N. 89°03'26" E. 144.91 feet to the POINT OF BEGINNING.

AND EXCEPTING THEREFROM: Beginning at a point that is South 500 feet and East 280 feet from the NW Corner of said Section 26, said point being on the South edge of an existing roadway, and running thence South 350 feet; thence East 200 feet to an existing roadway; thence running in a Northwesterly direction along the said roadway to the point of beginning.

ALSO EXCEPTING THEREFROM:

Beginning at the Northeast corner of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter (NE¼SE¼NE¼) of said Section 26 that is S.00°15'24"W. 1325.44 feet along the section line from the Northeast corner of Section 26 and running thence S.00°15'24"W. 206.99 feet to the Northeast corner of the property as described in Quit Claim Deed, Instrument No. 341266; thence S.88°57'50"W. 144.91 feet to the Northwest corner of said property described in Quit Claim Deed, Instrument No. 341266; thence N.00°00'43"E. 209.81 feet to the north line of said Northeast Quarter of the Southeast Quarter of the Northeast Quarter (NE¼SE¼NE¼) of Section 26; thence S.89°55'12"E. 145.77 feet to the point of beginning.

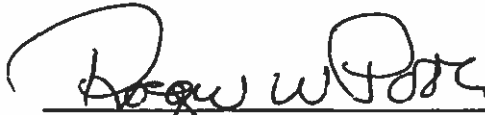
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 06/08/2017

Warranty Deed
- continued

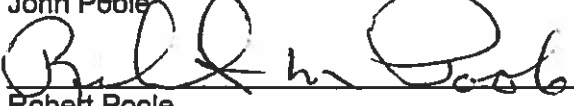
File No.: 630665-RI (ss)

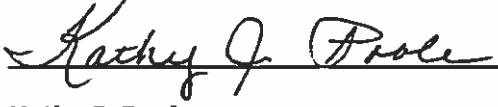

Roger Poole

Janice Rae Poole

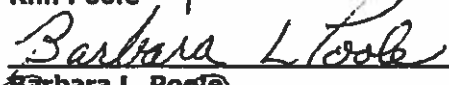
Thurza Lee Gordon

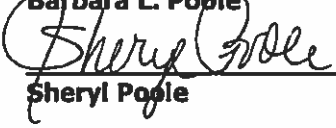

John Poole

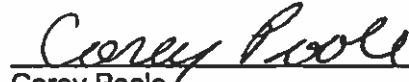

Robert Poole

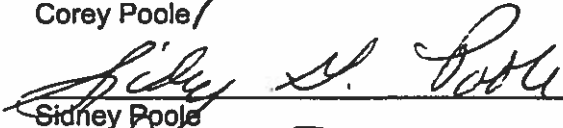

Kathy J. Poole

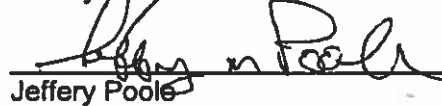

Kim Poole

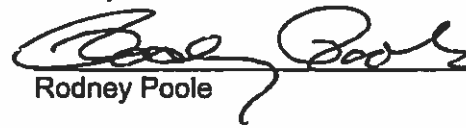

Barbara L. Poole

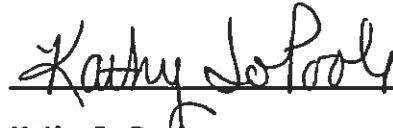

Sheryl Poole


Corey Poole


Sidney Poole


Jeffery Poole


Rodney Poole


Kathy Jo Poole


Earlene Poole

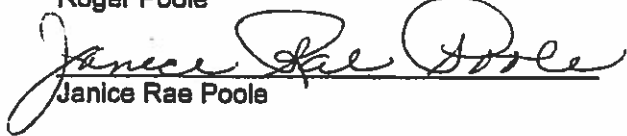

Celine Poole

Date: 06/08/2017

Warranty Deed
- continued

File No.: 630665-RI (ss)

Roger Poole


Janice Rae Poole

Corey Poole

Sidney Poole

Thurza Lee Gordon

Jeffery Poole

John Poole

Rodney Poole

Robert Poole

Kathy J. Poole

Kathy Jo Poole

Kim Poole

Earlene Poole

Barbara L. Poole

Colleen Poole

Sheryl Poole

Date: 06/08/2017

Warranty Deed
- continued

File No.: 630665-RI (ss)

Roger Poole

Corey Poole

Janice Rae Poole

Sidney Poole

X *Thurza Lee Gordon*
Thurza Lee Gordon

Jeffery Poole

John Poole

Rodney Poole

Robert Poole

Kathy J. Poole

Kathy Jo Poole

Kim Poole

Earlene Poole

Barbara L. Poole

Colleen Poole

Sheryl Poole

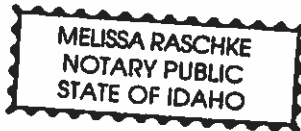
Date: 06/08/2017

Warranty Deed
- continued

File No.: 630665-RI (ss)

STATE OF Idaho)
COUNTY OF Bannock) ss.

On this Ninth day of June, 2017, before me, a Notary Public in and for said State, personally appeared Tamice Rae Poole, known or identified to me 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.



Melissa Raschke
Notary Public for the State
of Idaho
Residing at: LOCATELLO
My Commission Expires:
2/5/2020

STATE OF _____)
) ss.
COUNTY OF _____)

On this **Ninth day of June, 2017**, before me, a Notary Public In and for said State, personally appeared _____, known or identified to me 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.

Notary Public for the State
of _____
Residing
at: _____
My Commission Expires:

Notary

Date: 06/08/2017

Warranty Deed
- continued

File No.: 630665-RI (ss)

STATE OF Utah)
)
COUNTY OF Utah)
)

On this Ninth day of June, 2017, before me, a Notary Public in and for said State, personally appeared Thurza Lee Gordon, known or identified to me 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.

Liana E. Jackson
Notary Public for the State
of Utah
Residing at: 1974 Thistle Tree Dr.
My Commission Expires 12/2/2020



STATE OF _____)
)
COUNTY OF _____)
)

On this Ninth day of June, 2017, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me 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.

Notary Public for the State
of _____
Residing at: _____
My Commission Expires: _____

7
Notary

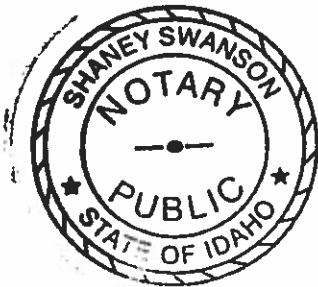
Date: 06/08/2017

Warranty Deed
- continued

File No.: 630665-RI (ss)

STATE OF Idaho)
COUNTY OF Jefferson)
SS.

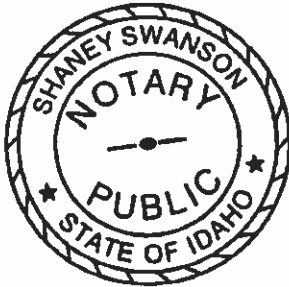
On this Ninth day of June, 2017, before me, a Notary Public in and for said State, personally appeared Sidney Poole & Barbara L. Poole, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Shaney Swanson
Notary Public for the State
of Idaho
Residing at: 2240 Falls Rd
My Commission Expires:
1.3.21

STATE OF Idaho)
COUNTY OF Jefferson)
SS.

On this Ninth day of June, 2017, before me, a Notary Public in and for said State, personally appeared Randy Poole, Kathy J. Poole, Larry Poole & Kim Poole, known or identified to me 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.



Shaney Swanson
Notary Public for the State
of Idaho
Residing at: 2240 Falls Rd
My Commission Expires:
1.3.21

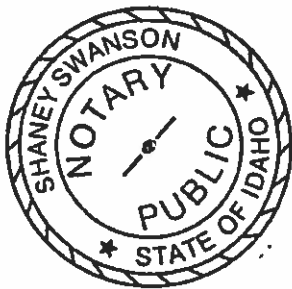
Date: 06/08/2017

Warranty Deed
- continued

File No.: 630665-RI (25)

STATE OF Alaska)
) ss.
COUNTY OF Chitina)

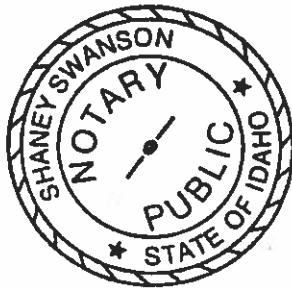
On this **Ninth day of June, 2017**, before me, a Notary Public in and for said State, personally appeared ~~Jeffery Paul, Steven Paul, John Paul, Kathy Jo Paul~~, known or identified to me to be the person(s) whose name(s) is~~are~~ subscribed to the within instrument, and acknowledged to me that he/~~she/they~~ executed the same.



Notary Public for the State
 of Idaho
 Residing
 at: Idaho Falls - ID
 My Commission Expires:
1.3.21

STATE OF Idaho)
)
) ss.
COUNTY OF Jefferson)

On this **Ninth day of June, 2017**, before me, a Notary Public in and for said State, personally appeared Robert Polk, Frankie Polk, Robert Polk & Colleen Polk known or identified to me 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.



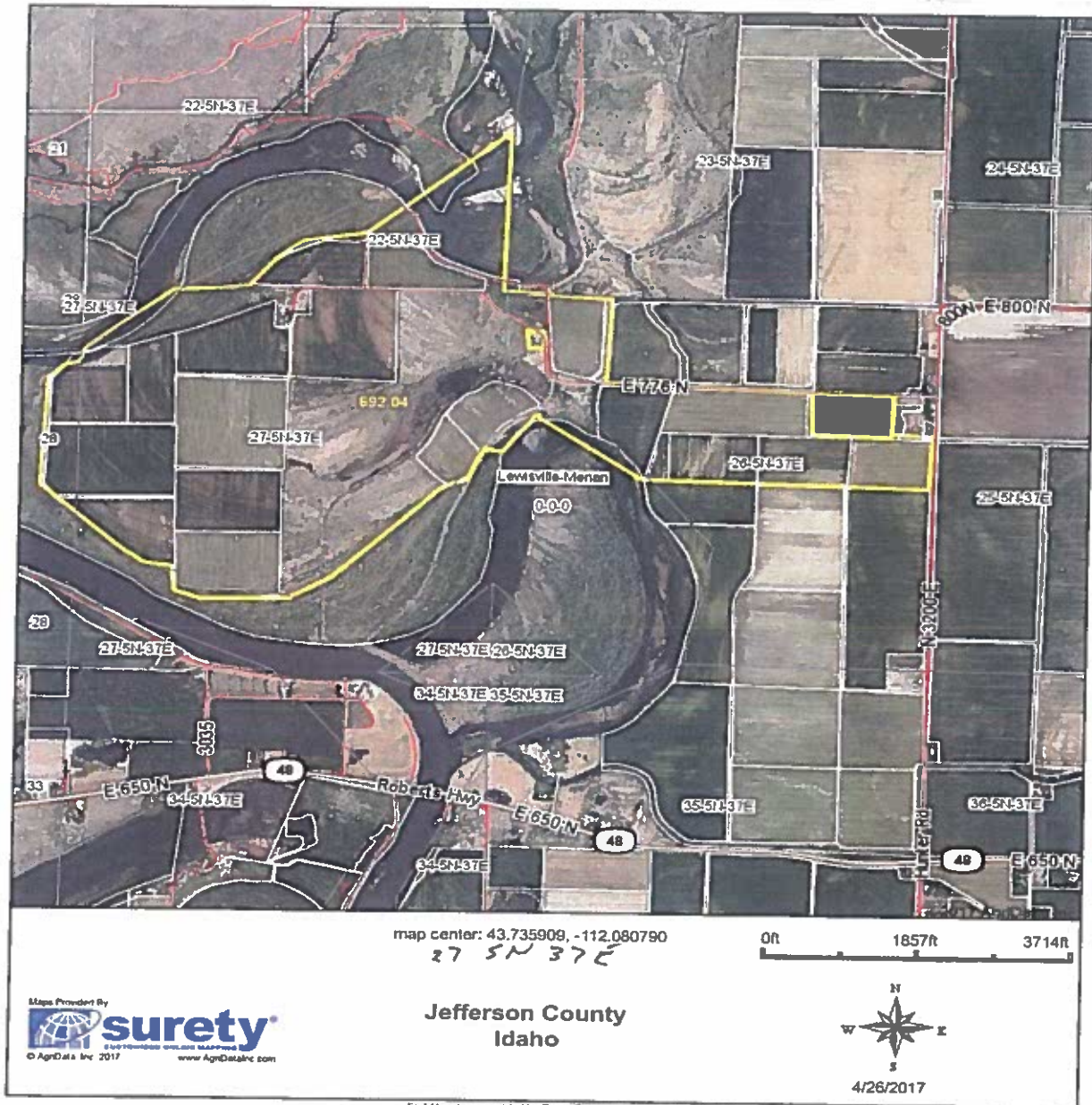
Sherry Schuman
Notary Public for the State of Idaho
Residing
at: Idaho Falls, ID
My Commission Expires:
1-3-21

FSA Aerial Map

4/26/2017

FSA Map

Aerial Map



<https://www.suretymaps.com/reports/customreport.aspx?id=58DEA1D3899C39AF9DBA18423B283E8832884AFD40421DA40DFDF23AF38CBE358167251A...> 1/1



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

August 31, 2017

RT Kandler LLC
7891 S Yellowstone Hwy
Idaho Falls ID 83402

RE: Change of Ownership for Water Right No(s). 1-10457, 1-10460, 25-245, 25-11218 and 25-11219

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s) to you. The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure(s)

cc: Water District 120
Water District 01
Bonneville Jefferson Ground Water District
Rabo Agrifinance LLC