

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 81291
RECEIVED
OCT 03 2016

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

Department of Water Resources
File for Processing

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at www.idwr.idaho.gov.

Name of Applicant(s) A.W. Hardy Family Investments, Ltd., Steven L. Hardy, Trustee as shown on the Purchase Agreement

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☒ ☐ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).**
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☒ ☐ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☒ ☐ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☒ ☐ #10 Other. Please describe: The Prairie Estate Subdivision Plat

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 03 2016

Department of Water Resources
Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) A.W. Hardy Family Investments, Ltd., Steven L. Hardy, Trustee Phone (801) 557-3669
Mailing address 13297 Trail Rider Circle, Draper, Utah 84020 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it Attachment #1.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it Attachment #2a.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it Attachment #2b.
- ☒ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it Attachment #3.

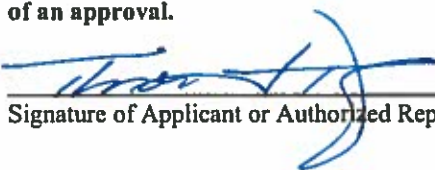
Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Thomas J. Budge Phone (208) 232-6101
Mailing address P.O. Box 1391, Pocatello, Idaho 83204-1391 Email tjb@racinelaw.net

- ☒ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☐ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☒ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it Attachment #4.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.


Signature of Applicant or Authorized Representative

Thomas J. Budge
Print Name and Title if applicable

9.30.16
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it Part 1A.2.
A 16.3 acre portion of water right no. 29-13892 will be moved from its current place of use to the Applicant's property in Bannock County.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	29-13892	0.29/65.2 ac-ft	irrigation	4/01 to 10/31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.29 cfs and/or 65.2 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.29 cubic feet per second and/or 65.2 acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☒ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
Label it Attachment #5.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
yes		SW	SW	SE	26	5S	34E	Bannock	Ground Water	
yes		SE	SW	SE	26	5S	34E	Bannock	Ground Water	
yes			NW	NE	35	5S	34E	Bannock	Ground Water	
yes			NE	NE	35	5S	34E	Bannock	Ground Water	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5S	34E	26															21		21
5S	34E	35	38	40															78
5S	34E	36						2											2
Total Acres (for irrigation use)																			101

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:
One or more groundwater wells yet to be constructed. The well(s) will be capable of being equipped with a measuring device and lockable controlling works.

- b. Who owns the property at the point(s) of diversion? Applicant
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: None

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?
If yes, ☐ complete Attachment WSB.
- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
The land now irrigated will be dried up.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
None

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

9/27/2016

WATER RIGHT NO. 29-13892

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ROBERT ROWLAND 1141 ROWLAND RD POCATELLO, ID 83204 (208)251-2627

Priority Date: 10/28/1953
Basis: Decreed
Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	2.628 CFS	584 AFA
STOCKWATER	01/01	12/31	0.02 CFS	2 AFA
Total Diversion			2.628 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NWSESW Lt 3|Sec. 01|Township 06S|Range 33E|POWER County

Place(s) of use:

Place of Use Legal Description: IRRIGATION POWER County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
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**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a Part 2A report obtained from any Department office or from the Department's website @ www.idwr.idaho.gov, Water Right Transfers, Step 1.
Insert Part 2A reports into the application following Part 1.

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

- ☒ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the Part 2B form can be obtained from any Department office or from the Department's website @ www.idwr.idaho.gov, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: 29-13892

- [illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

[illegible]

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☐ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

[illegible]

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by SC Date 10/3/16 Preliminary check by _____ Date _____

Fee paid 500- Date 10/3/16 Received by SC Receipt # 2042498

Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

State of Idaho
Department of Water Resources

Water Right
29-13892

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.

33E



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

0 0.075 0.15 0.3 Miles



State of Idaho
Department of Water Resources

Water Right
29-13892

STOCKWATER

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



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

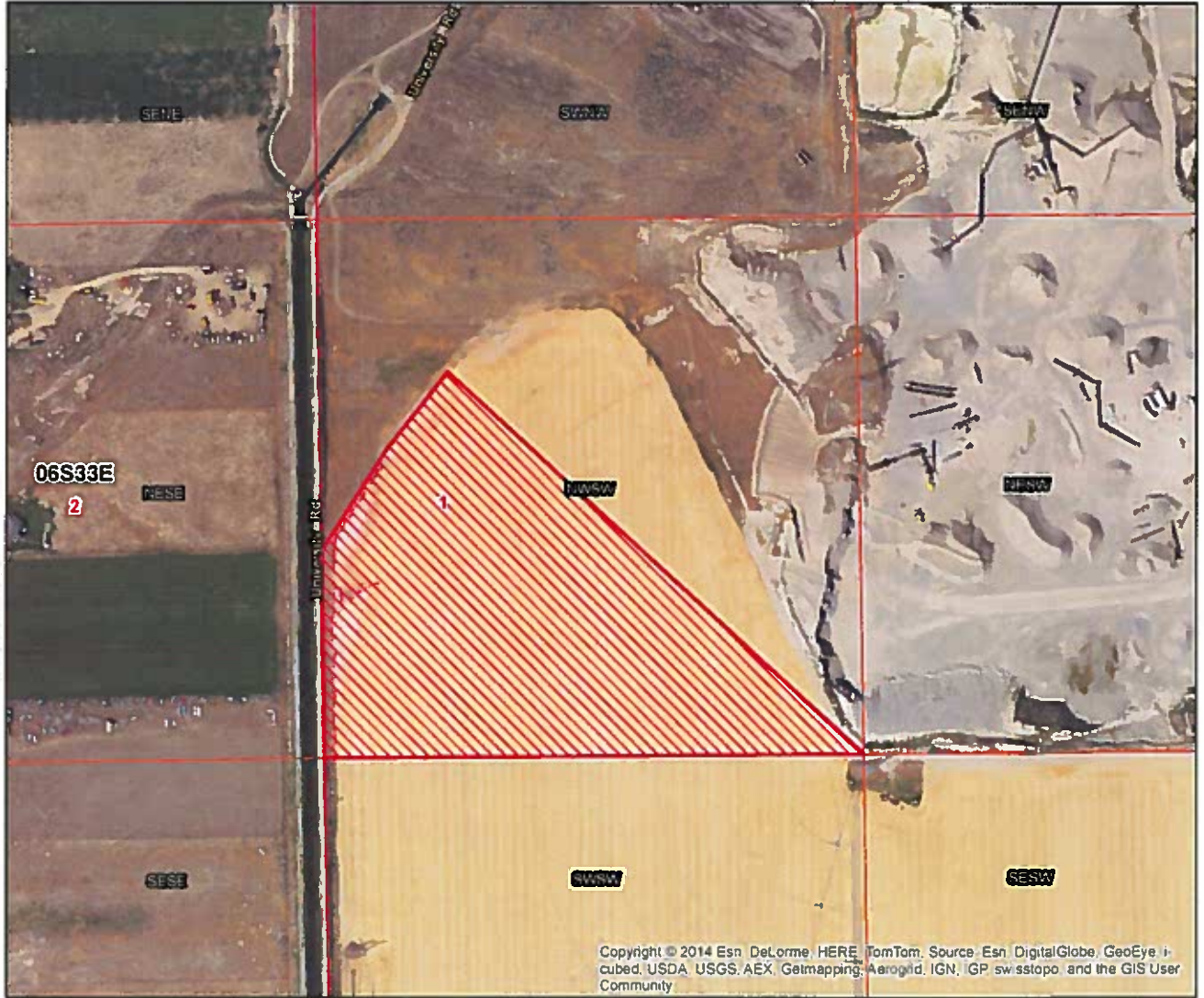
0 0.075 0.15 0.3 Miles

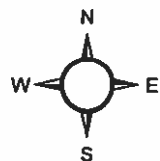




Legend

- Sell (18.3 acres)
- TR Lines
- Section Lines
- Quarter Quarters





Legend

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



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, Aero, GeoMapping, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community.
Esri, HERE, DeLorme, Mapbox India, © OpenStreetMap contributors, Esri, HERE, DeLorme, Mapbox India, © OpenStreetMap contributors, and the GIS user community

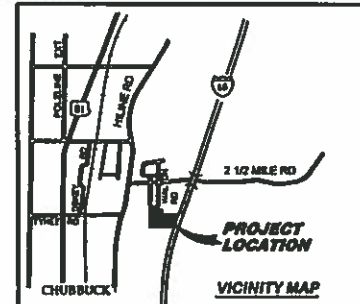
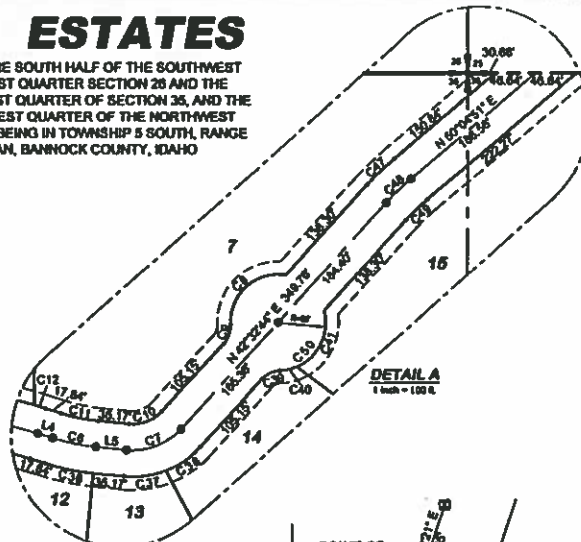
81291

PRAIRIE ESTATES

A SUBDIVISION LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 28 AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, ALL BEING IN TOWNSHIP 5 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

SEE SHEET 2 OF 2 FOR CURVE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 89°53'12" E	236.71
L2	S 33°12'18" W	206.22
L3	S 19°40'21" W	196.72
L4	S 72°43'06" E	17.84
L5	S 64°18'46" E	36.17
L6	N 89°33'05" E	30.00
L7	N 87°24'18" W	58.19
L8	S 39°45'18" W	116.23



- LEGEND**
- FOUND SECTION CORNER AS NOTED
 - FOUND 1/4 CORNER AS NOTED
 - FOUND CENTER 1/4 CORNER AS NOTED
 - FOUND 1/16 CORNER AS NOTED
 - FOUND RIGHT OF WAY MONUMENT
 - FOUND 1/2 INCH REBAR WITH RED CAP STAMPED ARJ 1029
 - FOUND 5/8 INCH REBAR WITH YELLOW CAP STAMPED ARJ 1029
 - FOUND 1/2 INCH REBAR WITH YELLOW CAP STAMPED HLE PLS 4563
 - FOUND 1/2 REBAR WITH NO CAP
 - FOUND 1/2 REBAR WITH NO CAP, AND REPLACED WITH 5/8 INCH BY 30 INCH REBAR 2 INCH ALUM. CAP STAMPED (RMES PELS 2341)
 - SET 5/8 INCH BY 30 INCH REBAR WITH 2 INCH ALUM. CAP STAMPED (RMES PELS 2341)
 - SET 1/2 INCH BY 24 INCH REBAR WITH PLASTIC CAP STAMPED (RMES PELS 2341) AT LOT CORNERS AND END OF CURVES
 - SUBDIVISION BOUNDARY LINE
 - SUBDIVISION LOT LINES
 - STREET CENTERLINE / SECTION LINE
 - EXISTING PROPERTY LINES
 - EASEMENTS AS NOTED
 - (R) RESTRICTION (SEE NOTE 4)
 - 7 LOT NUMBER
 - LOT2 EXISTING LOT NUMBER
 - BEARING AND DISTANCE PER SUNSET CREST SUBDIVISION INST. NO. 287338



BASIS OF BEARING
PER CENTRAL MERIDIAN OF EAST ZONE OF IDAHO STATE PLANE COORDINATE SYSTEM

NORTH 1/16 CORNER ON THE EAST LINE OF SECTION 36, FOUND 1/16 CORNER, NOTHING SET, CALCULATED POSITION, LANDS IN INTERSTATE 15, SEE CORNER PERM. INST. NO. 736438

EAST 1/4 CORNER OF SECTION 36, FOUND 1/4 CORNER, NOTHING SET, CALCULATED POSITION, LANDS IN INTERSTATE 15, SEE CORNER PERM. INST. NO. 736438



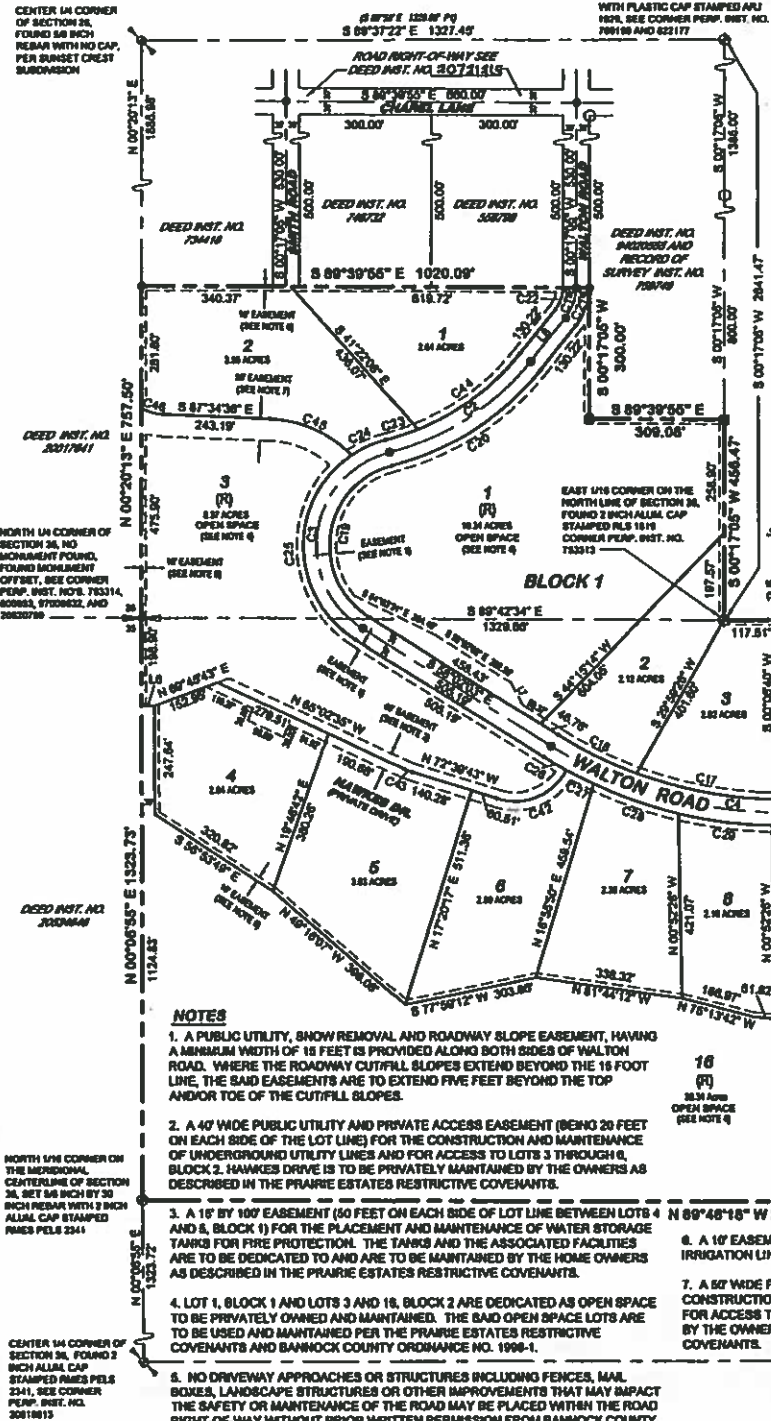
RECORDING INSTRUMENT NO. 2012291

PRAIRIE ESTATES
A SUBDIVISION LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 28 AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, ALL BEING IN TOWNSHIP 5 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

RMES
Rocky Mountain Engineering & Surveying
100 South 10th Street, Suite 100, Boise, ID 83725
Phone: 208-333-1000, Fax: 208-333-1001, Email: info@rmes.com

REVISED BY: _____
DATE: _____
OFFICE WORK BY: DCK
FIELD BOOK NO: _____
DATE: SEPT 2008
PROJECT NO: 00029
DRAWN BY: BAHAMON SURVEY/PRAIRIE/CLIFF.DWG
SCALE: 1" = 200'

SHEET 1 OF 2



PRAIRIE ESTATES

A SUBDIVISION LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 28 AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 35, AND THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 38, ALL BEING IN TOWNSHIP 5 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

BOUNDARY DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 28, AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 35, AND THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 38, ALL BEING IN TOWNSHIP 5 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 38, TOWNSHIP 5 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BEING MARKED BY A 1 INCH REBAR WITH NO CAP, DESCRIBED UNDER CORNER PERPETUATION INST. NO. 20528344;
THENCE SOUTH 89°53'13" EAST (BASIS OF BEARING PER CENTRAL MERIDIAN OF EAST ZONE OF THE IDAHO STATE COORDINATE SYSTEM) ALONG THE NORTH LINE OF SAID SECTION 38, A DISTANCE OF 235.71 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 16, PER FEDERAL AD PROJECT NO. 1-16-2(1)72;

THENCE IN A SOUTHERLY DIRECTION FOLLOWING THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 16, PER SAID FEDERAL AD PROJECT, FOR THE NEXT THREE COURSES;

- (1) SOUTH 19°10'21" WEST A DISTANCE OF 1187.20 FEET;
- (2) SOUTH 33°12'18" WEST A DISTANCE OF 208.22 FEET;
- (3) SOUTH 19°10'21" WEST A DISTANCE OF 108.72 FEET, TO A POINT ON THE NORTH 1/4 LINE OF SECTION 35;

THENCE NORTH 89°48'18" WEST, ALONG THE NORTH 1/4 LINE OF SAID SECTION 35, A DISTANCE OF 238.04 FEET TO THE NORTH 1/4 ON THE MERIDIONAL CENTERLINE OF SAID SECTION 35;
THENCE NORTH 00°00'00" EAST, ALONG THE MERIDIONAL CENTERLINE OF SAID SECTION 35, A DISTANCE OF 1321.73 FEET TO THE NORTH QUARTER CORNER OF SECTION 35;
THENCE NORTH 00°22'12" EAST, ALONG THE MERIDIONAL CENTERLINE OF SECTION 28, A DISTANCE OF 757.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED UNDER DEED INST. NO. 734418;

THENCE SOUTH 89°39'50" EAST A DISTANCE OF 1020.00 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED UNDER DEED INST. NO. 94020566 AND RECORD OF SURVEY INST. NO. 759740;

THENCE SOUTH 00°17'05" WEST, ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 300.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE SOUTH 89°39'50" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL, A DISTANCE OF 308.00 FEET TO A POINT ON THE EAST 1/4 LINE OF SAID SECTION 28;
THENCE SOUTH 00°17'05" WEST, ALONG THE EAST 1/4 LINE OF SAID SECTION 28, A DISTANCE OF 458.47 FEET TO THE EAST 1/4 ON THE SOUTH LINE OF SAID SECTION 28;
THENCE SOUTH 89°39'50" EAST, ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 1328.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 101.67 ACRES, MORE OR LESS;

OWNERS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO BLOCKS, LOTS, AND STREETS AND DO HEREBY WARRANT AND SAVE BANNOCK COUNTY HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF WE THE OWNERS TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND DIMENSIONS OF THE BLOCKS, LOTS, AND STREETS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY. THE DONATION OF WALTON ROAD IS HEREBY DEDICATED TO THE PUBLIC. HAWKS DRIVE IS TO REMAIN PRIVATE AND TO BE MAINTAINED BY THE OWNERS OF LOTS 4, 5, & 6, BLOCK 2. THE EASEMENTS SHOWN ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES, ROADWAY SLOPES, DRAINAGE, OR FOR ANY OTHER USE DESIGNATED ON THE PLAT, AND NO STRUCTURES OTHER THAN THOSE FOR SUCH UTILITY PURPOSES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

IN WITNESS THERE OF, WE OWNERS DO HERE UNTO SET OUR HANDS.

BAILEY'S BUILDING & DEVELOPMENT LP.
GENERAL PARTNER, DIVERSIFIED ADVANCED SERVICES INC.

Don W. Hawkes
DIVERSIFIED ADVANCED SERVICES, INC. (GENERAL PARTNER)
DON W. HAWKES (PRESIDENT)

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF BANNOCK, SS

ON THIS 30th DAY OF August, in the year 2007, BEFORE ME A NOTARY PUBLIC, PERSONALLY APPEARED DON HAWKES, KNOWN OR IDENTIFIED TO ME, TO BE PRESIDENT OF DIVERSIFIED ADVANCED SERVICES, INC. (GENERAL PARTNER) A MEMBER OF THE LIMITED PARTNERSHIP THAT EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED PARTNERSHIP AND ACKNOWLEDGED TO ME THAT SUCH LIMITED PARTNERSHIP EXECUTED THE SAME.

NOTARY PUBLIC *Leslie D. VanWert*
RESIDING IN *Boise, ID*
MY COMMISSION EXPIRES: *5/1/2012*



CURVE TABLE

NUMBER	DELTA ANGLE	CHORD DIRECTION	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH
C1	28°20'11"	S 19°31'49" W	36.25	116.00	73.70	72.33
C2	37°08'52"	S 51°17'42" W	261.8	886.80	268.81	262.23
C3	132°54'11"	S 69°50'52" W	917.87	228.00	914.18	404.88
C4	40°52'31"	S 81°28'19" E	433.35	1908.00	616.13	798.90
C5	28°11'20"	N 69°48'18" W	238.84	288.00	448.47	443.88
C6	11°30'25"	N 79°36'54" W	25.36	258.00	68.06	98.40
C7	83°08'20"	N 69°50'52" E	37.81	75.00	68.86	67.10
C8	18°08'00"	S 49°28'00" W	87.85	68.00	87.85	58.81
C9	00°00'00"	S 17°50'49" W	12.48	20.00	22.81	22.81
C10	03°00'00"	S 69°08'00" W	32.91	48.00	41.74	48.20
C11	11°30'25"	N 79°36'54" W	22.35	228.00	64.81	94.44
C12	00°00'00"	S 72°19'41" E	8.89	830.00	13.38	13.38
C13	17°08'20"	S 67°12'20" E	125.80	920.00	246.33	247.38
C14	14°07'01"	S 62°08'21" W	105.87	880.00	254.79	254.16
C15	00°20'11"	S 67°22'11" W	32.84	878.00	44.87	44.87
C16	13°15'11"	S 64°11'52" W	113.84	878.00	224.27	223.78
C17	19°08'42"	N 79°28'41" W	188.73	878.00	324.48	322.89
C18	11°51'41"	N 63°53'52" W	100.78	878.00	220.84	220.48
C19	130°54'11"	N 69°50'52" E	448.88	188.00	444.84	248.87
C20	37°08'52"	S 51°17'42" W	211.78	830.00	488.48	481.34
C21	28°20'11"	S 19°31'49" W	46.73	148.00	83.80	93.86
C22	37°08'52"	S 19°31'49" W	37.86	68.00	55.85	55.85
C23	00°00'00"	S 72°19'41" E	34.81	678.00	18.89	18.89
C24	19°08'42"	S 67°12'20" E	43.89	728.00	58.23	68.89
C25	114°08'22"	S 00°17'05" E	388.00	258.00	498.83	418.87
C26	00°17'05"	N 69°48'18" W	29.83	1808.00	58.33	59.23
C27	00°52'31"	S 65°15'59" E	34.84	1808.00	68.86	68.86
C28	19°28'11"	N 79°58'11" W	189.44	1808.00	288.19	288.88
C29	11°37'08"	N 63°36'54" W	187.83	1028.00	214.88	214.88
C30	18°17'08"	S 69°53'52" W	68.87	1028.00	187.13	188.88
C31	00°18'00"	S 77°48'00" W	47.88	1808.00	58.82	58.89
C32	00°00'11"	S 79°08'11" W	24.88	778.00	188.12	188.85
C33	13°28'32"	N 69°53'52" E	91.88	778.00	181.23	188.81
C34	00°14'00"	N 82°14'00" W	18.81	778.00	38.82	38.82
C35	00°28'40"	S 79°53'52" E	98.17	778.00	112.14	112.84
C36	11°30'25"	N 79°36'54" W	22.35	228.00	64.81	94.44
C37	28°20'11"	S 19°31'49" W	36.25	116.00	73.70	72.33
C38	28°20'11"	S 19°31'49" W	36.25	116.00	73.70	72.33
C39	40°52'31"	S 81°28'19" E	433.35	1908.00	616.13	798.90
C40	28°20'11"	S 19°31'49" W	36.25	116.00	73.70	72.33
C41	81°27'18"	S 29°19'42" W	47.36	88.00	78.19	71.77
C42	78°48'00"	S 69°08'00" W	518.83	138.00	138.38	137.14
C43	61°37'00"	N 69°51'00" W	8.89	188.00	18.89	18.89
C44	29°25'00"	S 63°25'00" W	148.83	578.00	292.88	298.48
C45	43°25'00"	N 69°53'52" W	108.89	278.00	298.48	298.48
C46	29°25'00"	S 63°25'00" W	148.83	128.00	82.12	81.74
C47	00°20'11"	N 64°18'42" E	31.73	238.00	43.48	43.37
C48	00°20'11"	N 64°18'42" E	18.78	308.00	38.48	38.48
C49	07°28'52"	N 46°18'42" E	17.73	278.00	38.81	38.48

IRRIGATION WATER RIGHTS

WATER RIGHTS AND ASSESSMENT OBLIGATIONS ARE NOT APPURTENANT TO THE LANDS WITHIN THIS PLAT. LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE A IRRIGATION WATER RIGHT.

CULINARY WATER

CULINARY WATER WILL BE SUPPLIED BY INDIVIDUAL WELLS PER LOT OWNER.

SANITARY RESTRICTIONS

A SANITARY RESTRICTION IS IN FORCE PER IDAHO CODE 50-1328 TO 50-1329 ON THIS PLAT. NO BUILDING, DWELLING, OR SHELTER SHALL BE ERRECTED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE LIFTED. SANITARY RESTRICTIONS SHALL BE SATISFIED AND LIFTED ON A LOT BY LOT BASIS.

APPROVED THIS August 31 DAY OF August, 2007

Ken Keller, EHS
KEN KELLER, E.H.S., SOUTHEAST DISTRICT HEALTH DEPARTMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARE RECORDED AS INSTRUMENT NUMBER *2012721* AND ARE HEREBY MADE A PART OF THE PLAT.

SURVEYOR'S CERTIFICATE

I, JAY L. CORNELISON, A REGISTERED LAND SURVEYOR OF THE STATE OF IDAHO, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE LAND DESCRIBED IN THE ACCOMPANYING BOUNDARY DESCRIPTION AND THAT THE PLAT UPON WHICH THIS CERTIFICATION APPEARS WAS MADE UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE ACCOMPANYING MAP CORRECTLY DEPICTS THE DIVISION OF THE LAND AS MARKED UPON THE GROUND, THAT THE MEASUREMENTS CONFORM WITH THAT SET OR FOUND UPON THE GROUND, AND THAT THE PERTINENT PROVISIONS OF THE STATUTES OF THE STATE OF IDAHO TOGETHER WITH ALL LOCAL ORDINANCES PERTAINING THERETO HAVE BEEN COMPLIED WITH.

Jay L. Cornelison
JAY L. CORNELISON
2341
8-31-07
DATE

COUNTY SURVEYOR'S CERTIFICATE

I, TIM SHURTLEFF, SURVEYOR IN AND FOR BANNOCK COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND COMPUTATIONS SHOWN HEREON, AND HAVE DETERMINED THAT THE REQUIREMENT OF IDAHO CODE 50-1308 HAVE BEEN MET, AND I APPROVE THE SAME FOR FILING THIS 30 DAY OF August, 2007.

Tim Shurtleff
TIM SHURTLEFF, PLS 877

COUNTY COMMISSIONERS

THIS PLAT WAS DULY ACCEPTED AND APPROVED BY RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ON THIS 31st DAY OF August, 2007.

Larry R. Chan
LARRY R. CHAN
(CHAIRMAN OF THE BOARD)
Chad Hatch
CHAD HATCH
(COUNTY CLERK)

COUNTY TREASURER'S CERTIFICATE

PURSUANT TO 50-1308, IDAHO CODE, I, RADENE BARKER DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE ON THE PROPERTY BEING SUBDIVIDED, BOTH DELINQUENT AND CURRENT, HAVE BEEN PAID IN FULL.

THROUGH *December 2007*
Radene Barker
RADENE BARKER (COUNTY TREASURER)
8-31-07
DATE

COUNTY RECORDER'S CERTIFICATE

I, DALE HATCH, CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BANNOCK, IDAHO ON THIS 31 DAY OF August, 2007, AT 12:41 P.M. AT THE REQUEST OF *BAILEY'S BUILDING & DEVELOPMENT LP.* AND WAS DULY RECORDED IN RECORD OF PLATS BOOK *2012721* PAGE *2*

2012721

INSTRUMENT NO.

Chad Hatch
DALE HATCH (COUNTY RECORDER)

PRAIRIE ESTATES

A SUBDIVISION LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 28 AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 35, AND THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 38, ALL BEING IN TOWNSHIP 5 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



REVISIONS	SURVEYED BY:
1	OFFICE WORK BY: DCK
PROJECT NO. 02038	FILED BOOK NO.
DRAWING: 02038/SURVEY/PRAIRIE/PLAT-1P.DWG	DATE: SEPT 2008
SCALE: 1"=200'	SHEET 2 OF 2



State of Utah
DEPARTMENT OF COMMERCE
Division of Corporations & Commercial Code

Summary of Online Changes



Business Name: A. W. HARDY FAMILY INVESTMENTS, LTD.

Entity number: 4841812-0180

Date of Filing: 10/19/2007

Registered Principals:

New Information (added or updated)

Name The Ruth B. Hardy Revocable Trust

Position Partner

Address Steven L. Hardy - Trustee
13297 Trail Rider Circle
Draper, UT 84020-9003

Old Information (removed or updated)

Name WES & RUTH HARDY TRUST - STEVEN HARDY
TRUSTEE

Position Partner

Address 13297 TRAIL RIDER CIRCLE
DRAPER, UT 84020

Steven L. Hardy 10/19/2007

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

WATER RIGHT PURCHASE AND SALE AGREEMENT

This Water Right Purchase and Sale Agreement ("Agreement") is entered into effective July 1st 2016 (the "Effective Date") between Robert Rowland, 1141 Rowland Rd., Pocatello, ID 83204 ("Seller"), and A. W. Hardy Family Investments Ltd.-Steven Hardy, Trustee ("Buyer"). The parties agree as follows:

1. **Water Right Purchase.** Seller hereby sells to Buyer, and Buyer hereby purchases from Seller, the following described portion of Idaho water right no. 29-13892, subject to the terms set forth in this Agreement:

Water Right No.	29-13892
Source	Ground water
Purpose	Irrigation
Priority	October 28, 1953
Diversion Rate	0.29 cfs
Volume	65.2 acre-feet
Irrigated Acres	16.3 (see Exhibit A)

The above-described portion of Water Right No. 29-13892 is hereinafter referred to as the "Water Right." Attached hereto as Exhibit A is a map depicting the acres to which the Water Right is appurtenant.

2. **Purchase Price.** The purchase price for the Water Right is [REDACTED]
[REDACTED]
3. **Payment.** The purchase price shall be paid by Buyer to Seller in cash or other immediately available funds in lawful money of the United States as follows:
 - 3.1 **Down Payment.** [REDACTED]
[REDACTED] shall be paid as a down payment upon the execution of this Agreement.
 - 3.2 **Closing.** [REDACTED]
[REDACTED] be paid at Closing.
4. **ESPA Transfer Model.** Within 14 days after this Agreement is signed by both parties Seller will run the ESPA Transfer Model to determine whether mitigation is required to transfer the Water Right from Seller's property to Buyer's property near the intersection of Hiline Road and Tyhee Road in Bannock County, Idaho. If mitigation is required, Buyer may, within seven (7) days after Seller delivers the results of the ESPA Transfer Model run to Buyer, terminate this Agreement by providing written notice of termination to Seller. Should Buyer provide such notice, Seller's costs to prepare this Agreement and to run the ESPA Transfer Model will be deducted from the Down

Payment, and the balance thereof shall be refunded to Buyer. If Buyer does not provide such notice, Buyer will proceed with an Application for Transfer as set forth below, in which case the surrendering of a portion of the Water Right as mitigation will have no effect on the Purchase Price.

5. **Application for Transfer.** Buyer will within 14 days after receipt of the ESPA Transfer Model run file an Application for Transfer of Water Rights with the Idaho Department of Water Resources (IDWR) to change the point of diversion and place of use of the Water Right to Buyer's property. Buyer will pay all filing fees and other expenses of such proceeding. The application will be in the name of Buyer but the Water Right will remain in the name of Seller until Closing. The parties will cooperate in the prosecution of said transfer proceeding. If the transfer is not approved by IDWR within one (1) year after the Effective Date, or is approved in a manner that is not satisfactory to Buyer, then Buyer will have the right to withdraw the transfer application, forfeit the Down Payment, and terminate this Agreement without further liability. If Buyer does not withdraw the transfer application within one (1) year after the Effective Date, the parties shall proceed to Closing.
6. **Closing.** Closing of this transaction ("Closing") shall occur within thirty (30) days after the earlier to occur of: (a) the one year anniversary of the Effective Date, or (b) IDWR approval of the transfer application referenced in paragraph 5. Closing shall occur at the Racine Olson law office in Pocatello or another location agreed upon by Buyer and Seller. At Closing the following shall occur:
 - 6.1 Buyer will deliver to Seller the balance of the purchase price.
 - 6.2 Buyer will reimburse Seller's legal expenses incurred to prepare this Agreement and run the ESPA Transfer Model.
 - 6.3 Seller will deliver to Buyer a fully executed Special Warranty Deed in the form attached hereto as Exhibit B.Upon Closing, Buyer shall be given possession and use of the Water Right; provided, however, that if the Water Right transfer has not been approved Buyer is not permitted to use the Water Right on Seller's property without Seller's permission.
7. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that:
 - 7.1 **Authority.** Seller has full power and authority to enter into this Agreement and complete the transaction.
 - 7.2 **Binding Agreement.** Upon Seller's execution of this Agreement, this Agreement will be binding and enforceable against Seller in accordance with its terms.

- 7.3 **Title.** Seller has fee title to the Water Right. Seller believes in good faith that there are no unrecorded agreements, liens or encumbrances that may affect title to the Water Right.
- 7.4 **Other Agreements.** Seller shall not, prior to any termination of this Agreement, enter into or execute any easement, encumbrance, lease, or other agreement, with respect to the Water Right.
- 7.5 **No Litigation or Condemnation.** There are no suits, claims, proceedings or investigations pending or threatened with respect to the Water Right or which will adversely affect Seller's ability to meet its obligations with respect to this Agreement. Seller has no knowledge of or reason to suspect any proposed public improvements that could result in any condemnation or taking of all or a portion of the Water Right.

Subject to the foregoing, Seller sells the Water Right "as is," without warranty.

8. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that:
- 8.1 **Authority.** Buyer has full power and authority to enter into this Agreement and complete the Transaction.
- 8.2 **Reimbursement of legal expenses.** Buyer will reimburse Seller's legal expenses incurred to prepare this Agreement and to run the ESPA Transfer Model. Should Buyer terminate this Agreement in response to the ESPA Transfer Model run as set forth in paragraph 4, such expenses will be deducted from the Down Payment. Should Buyer terminate this Agreement in response to the water right transfer as set forth in paragraph 5, Buyer's forfeiture of the Down Payment will be deemed to fully reimburse such expenses regardless of the actual amount of such expenses. Should this transaction close, Buyer will reimburse such expenses at Closing. The only reason Seller would not be required to reimburse such expenses is if this transaction does not close due to a default by Seller.
- 8.3 **Binding Agreement.** Upon Buyer's execution of this Agreement, this Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.
9. **Attorney Fees.** Should either party default in the performance of any of the covenants or agreements contained herein, the defaulting party shall pay to the non-defaulting party all costs and expenses, including but not limited to a reasonable attorney fee, which the non-defaulting party may incur in enforcing this Agreement or in pursuing

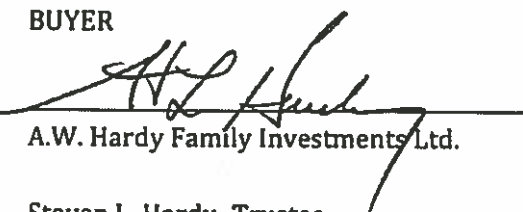
any remedy allowed by law for breach hereof, whether such expense is incurred by the filing of suit or otherwise.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile (fax or email) which shall be effective as an original.
11. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and assigns.
12. **Integration and Merger.** This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Seller.
13. **Severability.** If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.
14. **Governing Law.** This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

SELLER

Robert Rowland

BUYER


A.W. Hardy Family Investments Ltd.

Steven L. Hardy- Trustee

12. **Integration and Merger.** This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Seller.
13. **Severability.** If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.
14. **Governing Law.** This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

SELLER



Robert Rowland

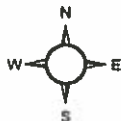
BUYER

Steven Hardy

Exhibit A
Place of Use of Water Right

Exhibit B

Special Warranty Deed for Water Right



Legend

- Sell (16.3 acres)
- TR Lines
- Section Lines
- Quarter Quarters

EXHIBIT A
Place of Use of Water Right



EXHIBIT B
SPECIAL WARRANTY DEED FOR WATER RIGHTS

Grantee: Robert Rowland
1141 Rowland Rd.
Pocatello, ID 83204

Grantor: Steven Hardy, as Trustee for A. W. Hardy Family Investments
Ltd., a Utah Family Limited Partnership

Grantor hereby sells and conveys unto Grantee all of Grantor's right, title and interest in a 0.29 cfs / 65.2 ac-ft portion of Idaho water right number 29-13892, said portion (the "Water Right") being appurtenant to the Northwest Quarter of the Southwest Quarter (SWSW) of Section 1, Township 6 South, Range 33 East, Boise Meridian, Bannock County, Idaho. Grantor expressly reserves unto itself the remainder of water right number 29-13892.

Grantor hereby covenants and warrants to Grantee that: (a) Grantor is the owner in fee simple of the Water Right; (b) Grantor has not conveyed any part of the Water Right to anyone other than Grantee; (c) the Water Right is free from all liens, claims, or encumbrances; (d) Grantor has the authority to convey the Water Right to Grantee; and (e) Grantor has disclosed to Grantee in good faith all relevant information known to Grantor bearing on the validity and extent of the Water Right. Grantor makes no other covenants or warranties as to the Water Right.

DATED this _____ day of _____, 2016.

Robert Rowland

ACKNOWLEDGMENT

STATE OF IDAHO)
 : ss.
COUNTY OF BANNOCK)

On this _____ day of _____, 2016, before me, the undersigned notary public in and for said county and state, personally appeared **Robert Rowland**, known or proved to me by satisfactory evidence to the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

SEAL

Notary Public for Idaho
Commission expires _____

ICIAL RECORD Bk# 968
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST OF
FEE 28 DEPUTY *am*

Craig W. Christensen
CRAIG W. CHRISTENSEN, CHARTERED
414 South Garfield
P.O. Box 130
Pocatello, Idaho 83204-0130
Telephone: (208) 234-9353
Fax: (208) 234-9357
Idaho State Bar No. 2086
Utah State Bar No. 10355

21310959

2013 JUN 25 P 2:09

Craig W. Christensen

Attorney For: Plaintiffs

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

A.W. HARDY FAMILY INVESTMENTS LTD;)
NUPETCO ASSOCIATES; THE WES AND)
RUTH HARDY TRUST; FINESSE P.S.P.;)
MJS REAL PROPERTIES; DELCON)
CORPORATION PENSION & PROFIT)
SHARING PLAN FBO A WESLEY HARDY;)
THE RUTH B. HARDY REVOCABLE TRUST,)

Case No. CV-08-5111-OC

SHERIFF'S DEED
(LOAN 1 - TRUST DEED 3)

Plaintiffs,)

-vs-)

BAILEY'S BUILDING & DEVELOPMENT,)
LP, an Idaho Limited Partnership;)
DONALD W. HAWKES and SHIRLEY I.)
HAWKES, Husband and Wife; ALLIANCE)
TITLE & ESCROW CORPORATION, a)
Delaware Corporation; AMERITITLE,)
INC. d/b/a AMERITITLE, an Oregon)
Corporation; SCHOOL DISTRICT NO.)
25, BANNOCK COUNTY, STATE OF IDAHO,)
a/k/a BANNOCK COUNTY SCHOOL)
DISTRICT NO. 25, a political)
subdivision; DIVERSIFIED ADVANCED)
SERVICES, INC., a Nevada)
corporation; J.R. SIMPLOT COMPANY,)
a Nevada corporation, BANNOCK)
COUNTY, a political subdivision;)
and JOHN DOES 1-20;)

Defendants.)

SHERIFF'S DEED - LOAN 1 TRUST DEED 3

THIS INDENTURE made this 12 day of June, 2013, between Lorin Nielsen, Sheriff of the County of Bannock, State of Idaho, Grantor, and A. W. Hardy Family Investments, Ltd; Nupetco Associates; The Wes and Ruth Hardy Trust; Finesse P.S.P.; and MJS Real Properties whose address is 13297 Trail Rider Circle, Draper, Utah, 84020, Grantee:

WHEREAS, in and by a certain Judgment and Decree of Foreclosure made and entered by the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bannock, on the 15th day of October, 2011, an Amended Judgment and Decree of Foreclosure made and entered by the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bannock, on the 23rd day of November, 2011, an Order Approving Application For Award Of Attorney's Fees and Costs dated November 23, 2011, and an Amended Order for Sale dated April 6, 2012, in the above-entitled action, in which said Decree it was, among other things, ordered, adjudged and decreed that all and singular the mortgaged premises described in the Complaint in said action and specifically described in said Amended Judgment and Decree of Foreclosure, or so much thereof as might be sufficient to raise the amount due to the parties entitled thereto, should be sold at public auction by the Sheriff of Bannock County, State of Idaho, in the manner prescribed by law and according to the course and practice of said Court; that any party to the action might become a purchaser at such sale; that said Sheriff should issue the usual certificate and Deed to the purchaser, or purchasers, as required by law.

SHERIFF'S DEED

- 2 -

stct\Hardy\Hawkes\sher sale\sher deed.loan1trustdeed3.06.04.13

WHEREAS, a Writ of Execution was duly issued out of the above-entitled Court on the 19th day of April, 2012, which Writ of Execution was delivered to Lorin Nielsen, Sheriff of Bannock County, State of Idaho, Grantor herein, whereby it was, among other things, commanded that the said property therein described should be sold and the said Decree carried out in full; and

WHEREAS, Grantor did, on the 6th day of June, 2012, after due public notice having been given, as required by the laws of the State of Idaho, and the course and practice of said Court, duly sell, at public auction, in said County of Bannock, State of Idaho, pursuant to said Judgment and Decree of Foreclosure, Amended Judgment and Decree of Foreclosure, Amended Order of Sale, and Writ of Execution, and the provisions of law, the premises particularly described in said Amended Judgment and Decree of Foreclosure and hereinafter described, were fairly struck off and sold to said Grantee, for the sum of \$2,126,292.00, lawful money of the United States of America, it being the highest and best bid; and

WHEREAS, the said Grantee thereupon paid the Grantor fees and disbursements on said sale; and

WHEREAS, the Grantor thereupon made and executed the usual Sheriff's Certificate Of Sale Of Real Property on Writ of Execution (Loan 1 - Trust Deed 3) (Credit Bid) in duplicate, in due form of law, and delivered one to the Grantee and caused the other to be filed for record in the Office of the County Recorder of Bannock County, State of Idaho under Instrument Number 21209389 on the 6th day of June, 2012; and

SHERIFF'S DEED

-3-

stct\Hardy\Hawkes\sher sale\sher deed.loan1trustdeed3.06.04.13

WHEREAS, a Writ of Execution was duly issued out of the above-entitled Court on the 19th day of April, 2012, which Writ of Execution was delivered to Lorin Nielsen, Sheriff of Bannock County, State of Idaho, Grantor herein, whereby it was, among other things, commanded that the said property therein described should be sold and the said Decree carried out in full; and

WHEREAS, Grantor did, on the 6th day of June, 2012, after due public notice having been given, as required by the laws of the State of Idaho, and the course and practice of said Court, duly sell, at public auction, in said County of Bannock, State of Idaho, pursuant to said Judgment and Decree of Foreclosure, Amended Judgment and Decree of Foreclosure, Amended Order of Sale, and Writ of Execution, and the provisions of law, the premises particularly described in said Amended Judgment and Decree of Foreclosure and hereinafter described, were fairly struck off and sold to said Grantee, for the sum of \$2,126,292.00, lawful money of the United States of America, it being the highest and best bid; and

WHEREAS, the said Grantee thereupon paid the Grantor fees and disbursements on said sale; and

WHEREAS, the Grantor thereupon made and executed the usual Sheriff's Certificate Of Sale Of Real Property on Writ of Execution (Loan 1 - Trust Deed 3) (Credit Bid) in duplicate, in due form of law, and delivered one to the Grantee and caused the other to be filed for record in the Office of the County Recorder of Bannock Lake County, State of Idaho under Instrument Number 21209389 on the 6th day of June, 2012; and

SHERIFF'S DEED

-3-

stct\Hardy\Hawkes\sher sale\sher deed.loan1trustdeed3.06.04.13

WHEREAS, more than twelve (12) months has elapsed since the date of said sale and no redemption has been made of the premises so sold, as aforesaid, by or on behalf of said judgment debtors, or by, or on behalf of, any other person or persons;

NOW, THIS INDENTURE,

WITNESSETH: that the Grantor, Lorin Nielsen, Sheriff of Bannock County, State of Idaho, in order to carry into effect the sale so made, as aforesaid, in pursuance of said Judgment and Decree of Foreclosure, Amended Judgment and Decree of Foreclosure, Amended Order of Sale, and Writ of Execution, and in conformity to the statutes in such cases made and provided, and also in consideration of the sum of Two Million One Hundred Twenty-Six Thousand Two Hundred Ninety-Two and No/100 Dollars (\$2,126,292.00), so bid and paid to him by A. W. Hardy Family Investments, Ltd; Nupetco Associates; The Wes and Ruth Hardy Trust; Finesse P.S.P.; and MJS Real Properties whose address is 13297 Trail Rider Circle, Draper, Utah, 84020, Grantee herein, the receipt of which is hereby acknowledged, has bargained, sold and conveyed unto the said Grantee and to its successors and assigns forever, all that certain real property located in Bannock County, Idaho, and more particularly described as follows, to wit:

A portion of the West Half of the Southeast Quarter of Section 26, Township 5 South, Range 34 E.B.M., more particularly described as follows, to wit:

Commencing at the Southwest Quarter corner of the Southeast Quarter of Section 26, thence North 754.82 feet; Thence East 1020.00 feet; Thence South 300.00 feet, Thence East 309.08 feet, Thence South 454.82 feet; thence West

1329.08 feet to the POINT OF BEGINNING. Consisting of 20.902 acres.

Also Attached Exhibit "A" described as follows:

Parcel 4

A parcel of land located in the Southeast 1/4 of Section 26, Township 5 South, Range 34 E.B.M., Bannock County, Idaho, described more particularly as follows:

Beginning at the Southwest corner of Lot 12, Block 1, of the Sunset Crest Subdivision, recorded as Instrument No. 287338; Thence South 00°01'00" East a distance of 60.00 feet to the Northwest Corner of Warranty Deed Instrument No.: 94020555; Thence continuing South 00°01'00" East, along the West line of Warranty Deed Instrument No. 94020555, a distance of 500.00 feet; Thence North 89°58'00" West a distance of 60.00 feet to the Southeast corner of Quit Claim Deed Instrument No. 556798; Thence North 00°01'00" West, along the East line of Quit Claim Deed Instrument No. 556798, a distance of 500.00 feet to the Northeast corner of said deed; Thence North 89°58'00" West, along the North line of said deed, a distance of 300.00 feet to the Northwest corner of said deed, and the Northeast corner of Warranty Deed Instrument No. 97007373; Thence continuing North 89°58'00" West along the North line of Warranty Deed Instrument No. 97007373, a distance of 300.00 feet to the Northwest corner of said deed; Thence South 00°01'00" East, along the West line of said deed, a distance of 145.20 feet to the Southwest corner of said deed, and the Northwest corner of Warranty Deed Instrument No. 746732; Thence continuing South 00°01'00" East, along the West line of Warranty Deed Instrument No. 746732, a distance of 354.80 feet to the Southwest corner of said deed; Thence North 89°58'00" West a distance of 60.00 feet to the Southeast corner of Warranty Deed Instrument No. 734418; Thence North 00°01'00" West, along the East line of Warranty Deed Instrument No. 734418, a distance of 500.00 feet to the Northeast corner of said deed; Thence continuing North 00°01'00" West a distance of 60.00 feet to the Southeast corner of Lot 5, Block 3, Sunset Crest Subdivision; Thence South 89°58'00" East a distance of 60.00 feet to the Southwest corner of Lot 13, Block 2, Sunset Crest Subdivision; Thence continuing South 89°58'00" East, along the South line of Lots 12 and 13, Block 2, Sunset Crest Subdivision, a distance of 600.00 feet to the Southeast corner of Lot 12, Block 2, Sunset Crest Subdivision; Thence

continuing South 89°58'00" East a distance of 60.00 feet to the POINT OF BEGINNING.

Together with the tenements, hereditaments and appurtenances thereunto belonging.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand the day and year first above written.

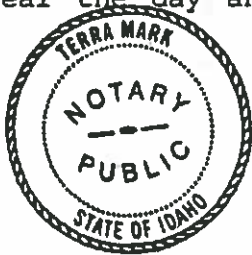
LORIN NIELSEN, BANNOCK COUNTY SHERIFF

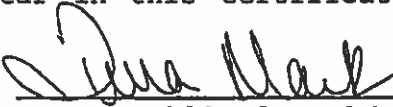
By 

STATE OF IDAHO)
) ss
County of Bannock)

On this 12 day of June, 2013, before me, a Notary Public in and for said County and State, personally appeared Lorin Nielsen shown or identified to me to be the person whose name is subscribed to the foregoing instrument as the Sheriff of Bannock County, State of Idaho, and acknowledged to me that he executed the same as such Sheriff of Bannock County, State of Idaho.

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 for Idaho
Residing at Bannock County
My Commission Expires: 4/20/17

OFFICIAL RECORD BOOK 968
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST OF
FEE 22 DEPUTY *BA*

Craig W. Christensen
CRAIG W. CHRISTENSEN, CHARTERED
414 South Garfield
P.O. Box 130
Pocatello, Idaho 83204-0130
Telephone: (208) 234-9353
Fax: (208) 234-9357
Idaho State Bar No. 2086
Utah State Bar No. 10355

21310960

2013 JUN 25 P 2:10

Craig Christensen

Attorney For: Plaintiffs

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

A.W. HARDY FAMILY INVESTMENTS LTD;)
NUPETCO ASSOCIATES; THE WES AND)
RUTH HARDY TRUST; FINESSE P.S.P.;)
MJS REAL PROPERTIES; DELCON)
CORPORATION PENSION & PROFIT)
SHARING PLAN FBO A WESLEY HARDY;)
THE RUTH B. HARDY REVOCABLE TRUST,)

Case No. CV-08-5111-OC

SHERIFF'S DEED
(LOAN 1 - TRUST DEED 2)

Plaintiffs,)
)
)

-vs-)
)
)

BAILEY'S BUILDING & DEVELOPMENT,)
LP, an Idaho Limited Partnership;)
DONALD W. HAWKES and SHIRLEY I.)
HAWKES, Husband and Wife; ALLIANCE)
TITLE & ESCROW CORPORATION, a)
Delaware Corporation; AMERITITLE,)
INC. d/b/a AMERITITLE, an Oregon)
Corporation; SCHOOL DISTRICT NO.)
25, BANNOCK COUNTY, STATE OF IDAHO,)
a/k/a BANNOCK COUNTY SCHOOL)
DISTRICT NO. 25, a political)
subdivision; DIVERSIFIED ADVANCED)
SERVICES, INC., a Nevada)
corporation; J.R. SIMPLOT COMPANY,)
a Nevada corporation, BANNOCK)
COUNTY, a political subdivision;)
and JOHN DOES 1-20;)

Defendants.)
)
)

SHERIFF'S DEED - LOAN 1 TRUST DEED 2

THIS INDENTURE made this 12 day of June, 2013, between Lorin Nielsen, Sheriff of the County of Bannock, State of Idaho, Grantor, and A. W. Hardy Family Investments, Ltd; Nupetco Associates; The Wes and Ruth Hardy Trust; Finesse P.S.P.; and MJS Real Properties whose address is 13297 Trail Rider Circle, Draper, Utah, 84020, Grantee:

WHEREAS, in and by a certain Judgment and Decree of Foreclosure made and entered by the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bannock, on the 15th day of October, 2011, an Amended Judgment and Decree of Foreclosure made and entered by the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bannock, on the 23rd day of November, 2011, an Order Approving Application For Award Of Attorney's Fees and Costs dated November 23, 2011, and an Amended Order for Sale dated April 6, 2012, in the above-entitled action, in which said Decree it was, among other things, ordered, adjudged and decreed that all and singular the mortgaged premises described in the Complaint in said action and specifically described in said Amended Judgment and Decree of Foreclosure, or so much thereof as might be sufficient to raise the amount due to the parties entitled thereto, should be sold at public auction by the Sheriff of Bannock County, State of Idaho, in the manner prescribed by law and according to the course and practice of said Court; that any party to the action might become a purchaser at such sale; that said Sheriff should issue the usual certificate and Deed to the purchaser, or purchasers, as required by law.

WHEREAS, a Writ of Execution was duly issued out of the above-entitled Court on the 19th day of April, 2012, which Writ of Execution was delivered to Lorin Nielsen, Sheriff of Bannock County, State of Idaho, Grantor herein, whereby it was, among other things, commanded that the said property therein described should be sold and the said Decree carried out in full; and

WHEREAS, Grantor did, on the 6th day of June, 2012, after due public notice having been given, as required by the laws of the State of Idaho, and the course and practice of said Court, duly sell, at public auction, in said County of Bannock, State of Idaho, pursuant to said Judgment and Decree of Foreclosure, Amended Judgment and Decree of Foreclosure, Amended Order of Sale, and Writ of Execution, and the provisions of law, the premises particularly described in said Amended Judgment and Decree of Foreclosure and hereinafter described, were fairly struck off and sold to said Grantee, for the sum of \$2,085,401.00, lawful money of the United States of America, it being the highest and best bid; and

WHEREAS, the said Grantee thereupon paid the Grantor fees and disbursements on said sale; and

WHEREAS, the Grantor thereupon made and executed the usual Sheriff's Certificate Of Sale Of Real Property on Writ of Execution (Loan 1 - Trust Deed 2) (Credit Bid) in duplicate, in due form of law, and delivered one to the Grantee and caused the other to be filed for record in the Office of the County Recorder of Bannock

County, State of Idaho under Instrument Number 21209388 on the 6th day of June, 2012; and

WHEREAS, more than twelve (12) months has elapsed since the date of said sale and no redemption has been made of the premises so sold, as aforesaid, by or on behalf of said judgment debtors, or by, or on behalf of, any other person or persons;

NOW, THIS INDENTURE,

WITNESSETH: that the Grantor, Lorin Nielsen, Sheriff of Bannock County, State of Idaho, in order to carry into effect the sale so made, as aforesaid, in pursuance of said Judgment and Decree of Foreclosure, Amended Judgment and Decree of Foreclosure, Amended Order of Sale, and Writ of Execution, and in conformity to the statutes in such cases made and provided, and also in consideration of the sum of Two Million Eighty-Five Thousand Four Hundred One and No/100 Dollars (\$2,085,401.00), so bid and paid to him by A. W. Hardy Family Investments, Ltd; Nupetco Associates; The Wes and Ruth Hardy Trust; Finesse P.S.P.; and MJS Real Properties whose address is 13297 Trail Rider Circle, Draper, Utah, 84020, Grantee herein, the receipt of which is hereby acknowledged, has bargained, sold and conveyed unto the said Grantee and to its successors and assigns forever, all that certain real property located in Bannock County, Idaho, and more particularly described as follows, to wit:

Parcel 1

The East Half of the North Half of the Northeast quarter, Section 35, Township 5 South, Range 34 E.B.M., Bannock County, Idaho, EXCEPT that portion deeded to the State of Idaho in Deed No. 330604 recorded 3/20/58 for Project No. I-IG-1032(4).

SHERIFF'S DEED

-4-

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Also Excepting Therefrom: A parcel of land located in the Northeast quarter of the Northeast quarter, Section 35, Township 5 South, Range 34 E.B.M., Bannock County, Idaho, described more particularly as follows:

Commencing at the North east corner of said Section 35, THE TRUE POINT OF BEGINNING; Thence South 42°32'44" West a distance of 301.53 feet, to a point on the right-of-way boundary of Walton Road on the Northeasterly side of a modified cul-de-sac, as shown on the proposed plat of PRAIRIE VILLAGE SUBDIVISION; Thence South 47°27'16" East along said right-of-way boundary 60.00 feet; Thence North 42°32'44" East a distance of 235.65 feet to a point on the East line of said Section 35; Thence North 00°13'19" East, along said East line of Section 35, a distance of 89.19 feet to Northeast corner of said Section 35, THE TRUE POINT OF BEGINNING.

Total area of Parcel 1 being 37.846 acres

Parcel 2

A parcel of land located in the Northwest quarter of the Northwest quarter, Section 36, Township 5 South, Range 34 E.B.M., Bannock County, Idaho, described more particularly as follows:

Commencing at the Northwest corner of said Section 36; Thence South 00°13'19" West along the West line of said Section 36, a distance of 89.11 feet to THE TRUE POINT OF BEGINNING; Thence continuing South 00°13'19" West along said West line of Section 36, a distance of 596.92 feet, to a point of intersection with the Westerly right-of way sideline on Interstate Highway15; Thence North 19°10'21" East along said Westerly right-of-way sideline a distance of 725.81 feet to a point of intersection with the North line of said Section 36; Thence North 89°53'13" West, along said North line, a distance of 154.42 feet; Thence South 42°32'44" West a distance of 120.73 feet to THE TRUE POINT OF BEGINNING.

Total area of Parcel 2 being 1.778 acres

Together with the tenements, hereditaments and appurtenances thereunto belonging.

21310960

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand
the day and year first above written.

LORIN NIELSEN, BANNOCK COUNTY SHERIFF

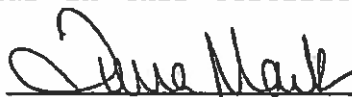
By 

STATE OF IDAHO)
) ss
County of Bannock)

On this 12 day of June, 2013, before me, a Notary Public in
and for said County and State, personally appeared Lorin Nielsen
shown or identified to me to be the person whose name is subscribed
to the foregoing instrument as the Sheriff of Bannock County, State
of Idaho, and acknowledged to me that he executed the same as such
Sheriff of Bannock County, State of Idaho.

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 for Idaho
Residing at Bannock County
My Commission Expires: 4/20/15

SHERIFF'S DEED

- 6 -

stct\Hardy\Hawkes\sher sale\sher deed.loanltrustdeed2.06.04.13

21310961

OFFICIAL RECORD BK# 968
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST OF
FILE # 25 DEPUTY *B21*

Craig W. Christensen
CRAIG W. CHRISTENSEN, CHARTERED
414 South Garfield
P.O. Box 130
Pocatello, Idaho 83204-0130
Telephone: (208) 234-9353
Fax: (208) 234-9357
Idaho State Bar No. 2086
Utah State Bar No. 10355

21310961

2013 JUN 25 P 2:11

Craig Christensen

Attorney For: Plaintiffs

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

A.W. HARDY FAMILY INVESTMENTS LTD;)
NUPETCO ASSOCIATES; THE WES AND)
RUTH HARDY TRUST; FINESSE P.S.P.;)
MJS REAL PROPERTIES; DELCON)
CORPORATION PENSION & PROFIT)
SHARING PLAN FBO A WESLEY HARDY;)
THE RUTH B. HARDY REVOCABLE TRUST,)

Case No. CV-08-5111-OC

SHERIFF'S DEED
(LOAN 1 - TRUST DEED 1)

Plaintiffs,)

-vs-)

BAILEY'S BUILDING & DEVELOPMENT,)
LP, an Idaho Limited Partnership;)
DONALD W. HAWKES and SHIRLEY I.)
HAWKES, Husband and Wife; ALLIANCE)
TITLE & ESCROW CORPORATION, a)
Delaware Corporation; AMERITITLE,)
INC. d/b/a AMERITITLE, an Oregon)
Corporation; SCHOOL DISTRICT NO.)
25, BANNOCK COUNTY, STATE OF IDAHO,)
a/k/a BANNOCK COUNTY SCHOOL)
DISTRICT NO. 25, a political)
subdivision; DIVERSIFIED ADVANCED)
SERVICES, INC., a Nevada)
corporation; J.R. SIMPLOT COMPANY,)
a Nevada corporation, BANNOCK)
COUNTY, a political subdivision;)
and JOHN DOES 1-20;)

Defendants.)

SHERIFF'S DEED - LOAN 1 TRUST DEED 1

THIS INDENTURE made this 12 day of June, 2013, between Lorin Nielsen, Sheriff of the County of Bannock, State of Idaho, Grantor, and A. W. Hardy Family Investments, Ltd; Nupetco Associates; The Wes and Ruth Hardy Trust; Finesse P.S.P.; and MJS Real Properties whose address is 13297 Trail Rider Circle, Draper, Utah, 84020, Grantee:

WHEREAS, in and by a certain Judgment and Decree of Foreclosure made and entered by the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bannock, on the 15th day of October, 2011, an Amended Judgment and Decree of Foreclosure made and entered by the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bannock, on the 23rd day of November, 2011, an Order Approving Application For Award Of Attorney's Fees and Costs dated November 23, 2011, and an Amended Order for Sale dated April 6, 2012, in the above-entitled action, in which said Decree it was, among other things, ordered, adjudged and decreed that all and singular the mortgaged premises described in the Complaint in said action and specifically described in said Amended Judgment and Decree of Foreclosure, or so much thereof as might be sufficient to raise the amount due to the parties entitled thereto, should be sold at public auction by the Sheriff of Bannock County, State of Idaho, in the manner prescribed by law and according to the course and practice of said Court; that any party to the action might become a purchaser at such sale; that said Sheriff should issue the usual certificate and Deed to the purchaser, or purchasers, as required by law.

SHERIFF'S DEED

-2-

stct\Hardy\Hawkes\sher sale\sher deed.loanltrustdeed1.06.04.13

WHEREAS, a Writ of Execution was duly issued out of the above-entitled Court on the 19th day of April, 2012, which Writ of Execution was delivered to Lorin Nielsen, Sheriff of Bannock County, State of Idaho, Grantor herein, whereby it was, among other things, commanded that the said property therein described should be sold and the said Decree carried out in full; and

WHEREAS, Grantor did, on the 6th day of June, 2012, after due public notice having been given, as required by the laws of the State of Idaho, and the course and practice of said Court, duly sell, at public auction, in said County of Bannock, State of Idaho, pursuant to said Judgment and Decree of Foreclosure, Amended Judgment and Decree of Foreclosure, Amended Order of Sale, and Writ of Execution, and the provisions of law, the premises particularly described in said Amended Judgment and Decree of Foreclosure and hereinafter described, were fairly struck off and sold to said Grantee, for the sum of \$1,165,861.00, lawful money of the United States of America, it being the highest and best bid; and

WHEREAS, the said Grantee thereupon paid the Grantor fees and disbursements on said sale; and

WHEREAS, the Grantor thereupon made and executed the usual Sheriff's Certificate Of Sale Of Real Property on Writ of Execution (Loan 1 - Trust Deed 1) (Credit Bid) in duplicate, in due form of law, and delivered one to the Grantee and caused the other to be filed for record in the Office of the County Recorder of Bannock

SHERIFF'S DEED

-3-

stct\Hardy\Hawkes\sher sale\sher deed.loan1trustdeed1.06.04.13

County, State of Idaho under Instrument Number 21209387 on the 6th day of June, 2012; and

WHEREAS, more than twelve (12) months has elapsed since the date of said sale and no redemption has been made of the premises so sold, as aforesaid, by or on behalf of said judgment debtors, or by, or on behalf of, any other person or persons;

NOW, THIS INDENTURE,

WITNESSETH: that the Grantor, Lorin Nielsen, Sheriff of Bannock County, State of Idaho, in order to carry into effect the sale so made, as aforesaid, in pursuance of said Judgment and Decree of Foreclosure, Amended Judgment and Decree of Foreclosure, Amended Order of Sale, and Writ of Execution, and in conformity to the statutes in such cases made and provided, and also in consideration of the sum of One Million One Hundred Sixty-Five Thousand Eight Hundred Sixty-One and No/100 Dollars (\$1,165,861.00), so bid and paid to him by A. W. Hardy Family Investments, Ltd; Nupetco Associates; The Wes and Ruth Hardy Trust; Finesse P.S.P.; and MJS Real Properties whose address is 13297 Trail Rider Circle, Draper, Utah, 84020, Grantee herein, the receipt of which is hereby acknowledged, has bargained, sold and conveyed unto the said Grantee and to its successors and assigns forever, all that certain real property located in Bannock County, Idaho, and more particularly described as follows, to wit:

The West half of the North Half of the Northeast
Quarter, Section 35, Township 5 South, Range 34 E.B.M.,
Bannock County, Idaho. Consisting of a total area of 40 acres.

Together with the tenements, hereditaments and appurtenances thereunto belonging.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand the day and year first above written.

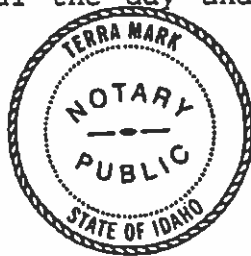
LORIN NIELSEN, BANNOCK COUNTY SHERIFF

By 

STATE OF IDAHO)
) ss
County of Bannock)

On this 12 day of June, 2013, before me, a Notary Public in and for said County and State, personally appeared Lorin Nielsen shown or identified to me to be the person whose name is subscribed to the foregoing instrument as the Sheriff of Bannock County, State of Idaho, and acknowledged to me that he executed the same as such Sheriff of Bannock County, State of Idaho.

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 for Idaho
Residing at Bannock County
My Commission Expires: 4/20/14

SPECIAL POWER OF ATTORNEY FOR WATER RIGHTS

The undersigned hereby appoints the law firm of RACINE OLSON NYE BUDGE & BAILEY, CHARTERED, 201 E. Center Street, Post Office Box 1391, Pocatello, Idaho 83204 (the "Firm"), its true and lawful attorney for the purpose of dealing with the Idaho Department of Water Resources relative to the management and transaction of water rights, and to allow the Firm to receive all information, opinions, and records regarding water rights, and to sign and submit applications and other filings on its behalf.

DATED this 29th day of September, 2016.

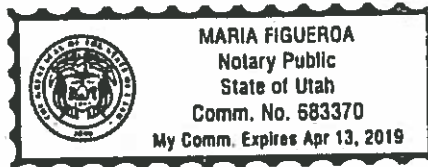
A.W. HARDY FAMILY INVESTMENTS, LTD.

By: _____

Steven L. Hardy, Trustee
13297 Trail Rider Circle
Draper, Utah 84020-9003

STATE OF UTAH)

County of Salt Lake) :SS



On this 29 day of September, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven L. Hardy, known or identified to me to be the person whose name is subscribed to the foregoing, and acknowledged to me that he is the Trustee of A.W. Hardy Family Investments, Ltd., and that said corporation executed the same.

Maria Figueroa

NOTARY PUBLIC FOR UTAH

Commission expires: Apr 13, 2019

ENHANCED GROUND-WATER RIGHTS TRANS

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPA

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ENTER STARTING DATE FOR
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TRANSFER NO:
18000

YEAR

1953

TRANSFER NAME:

SEASON

SPRING

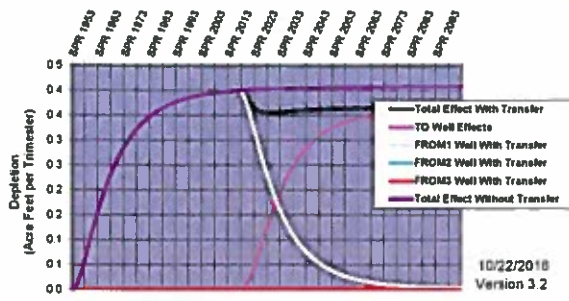
Robert Rowland

ENTER CELL LOCATIONS:

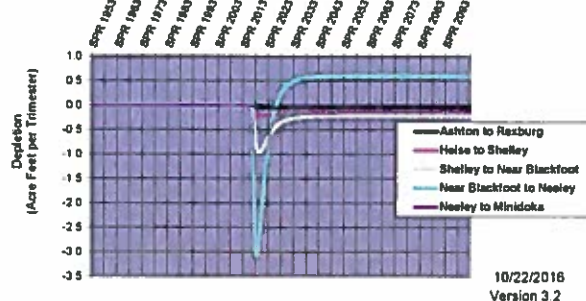
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ROW	95	94		
COLUMN	124	118		

TRIMESTER OF ACTIVITY	TO WELL		FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
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SUM 1953	0	22	22	0	0	0	0	0
WIN 1953	0	22	22	0	0	0	0	0
SPR 1954	0	22	22	0	0	0	0	0
SUM 1954	0	22	22	0	0	0	0	0
WIN 1954	0	22	22	0	0	0	0	0
SPR 1955	0	22	22	0	0	0	0	0
SUM 1955	0	22	22	0	0	0	0	0
WIN 1955	0	22	22	0	0	0	0	0
SPR 1956	0	22	22	0	0	0	0	0
SUM 1956	0	22	22	0	0	0	0	0
WIN 1956	0	22	22	0	0	0	0	0
SPR 1957	0	22	22	0	0	0	0	0
SUM 1957	0	22	22	0	0	0	0	0
WIN 1957	0	22	22	0	0	0	0	0
SPR 1958	0	22	22	0	0	0	0	0
SUM 1958	0	22	22	0	0	0	0	0
WIN 1958	0	22	22	0	0	0	0	0
SPR 1959	0	22	22	0	0	0	0	0
SUM 1959	0	22	22	0	0	0	0	0
WIN 1959	0	22	22	0	0	0	0	0
SPR 1960	0	22	22	0	0	0	0	0
SUM 1960	0	22	22	0	0	0	0	0
WIN 1960	0	22	22	0	0	0	0	0
SPR 1961	0	22	22	0	0	0	0	0
SUM 1961	0	22	22	0	0	0	0	0
WIN 1961	0	22	22	0	0	0	0	0
SPR 1962	0	22	22	0	0	0	0	0
SUM 1962	0	22	22	0	0	0	0	0
WIN 1962	0	22	22	0	0	0	0	0
SPR 1963	0	22	22	0	0	0	0	0
SUM 1963	0	22	22	0	0	0	0	0
WIN 1963	0	22	22	0	0	0	0	0
SPR 1964	0	22	22	0	0	0	0	0
SUM 1964	0	22	22	0	0	0	0	0
WIN 1964	0	22	22	0	0	0	0	0
SPR 1965	0	22	22	0	0	0	0	0
SUM 1965	0	22	22	0	0	0	0	0
WIN 1965	0	22	22	0	0	0	0	0
SPR 1966	0	22	22	0	0	0	0	0
SUM 1966	0	22	22	0	0	0	0	0

Hydrologic Response--Ashton to Rexburg
Customer Name: Robert Rowland Transfer No: 18000



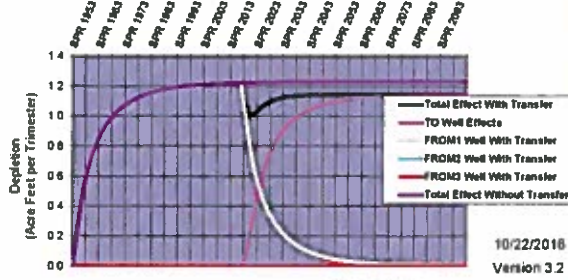
Net Transfer Effect Above Minier
(Total Effect With Transfer - Total Effect Without Transfer)



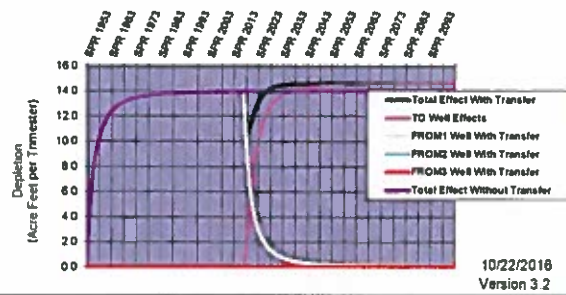
Customer Name: Robert Rowland

Transfer No: 18000

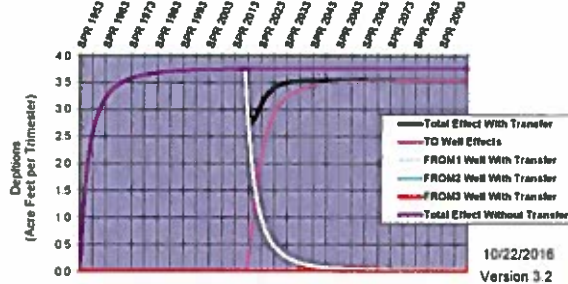
Hydrologic Response--Heise to Shelley
Customer Name: Robert Rowland Transfer No: 18000



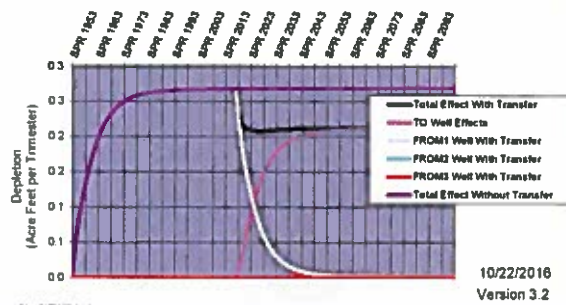
Hydrologic Response--Near Blackfoot to Neeley
Customer Name: Robert Transfer No: 18000

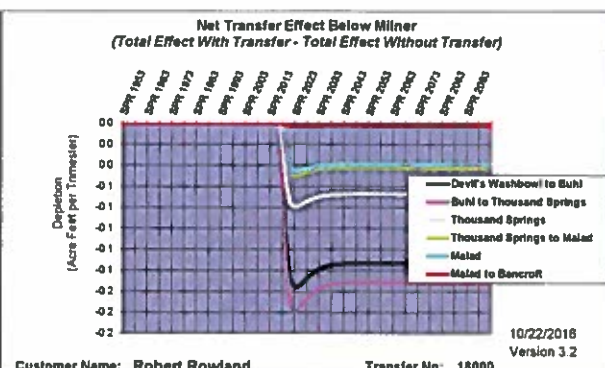
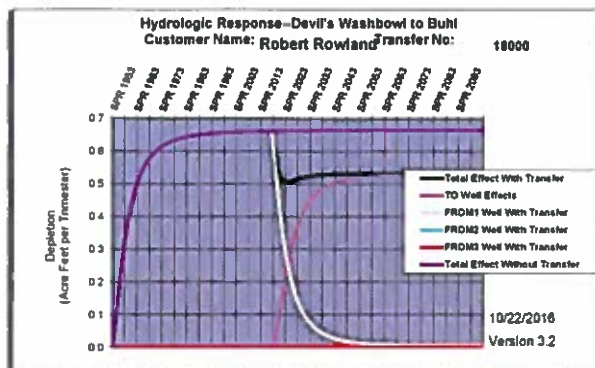


Hydrologic Response--Shelley to Near Blackfoot
Customer Name: Robert Transfer No: 18000



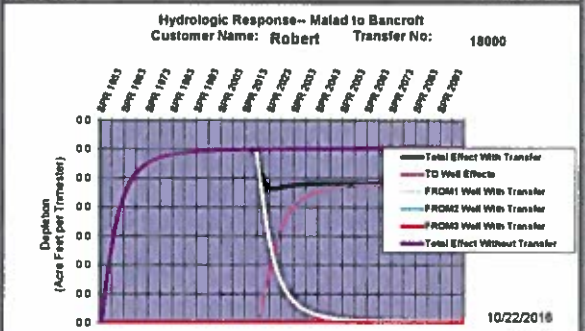
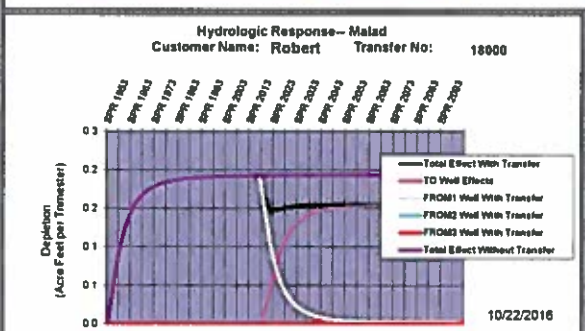
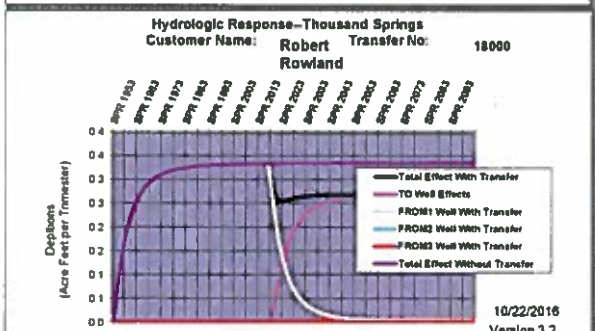
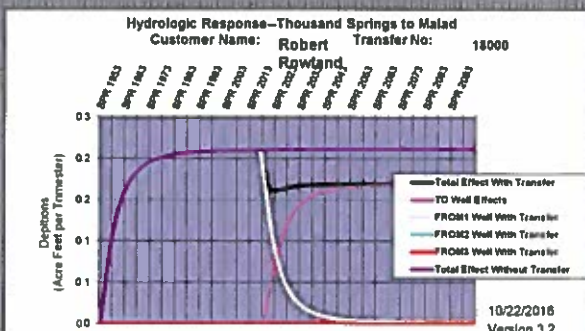
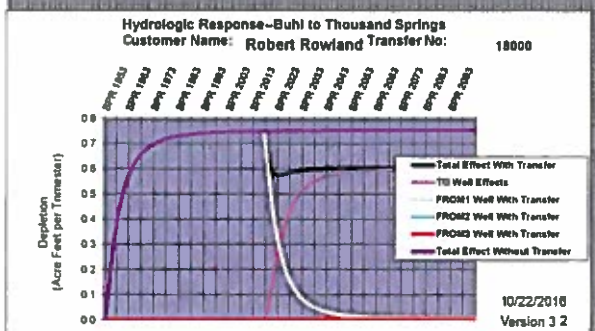
Hydrologic Response--Neeley to Minidoka
Customer Name: Robert Transfer No: 18000





Customer Name: Robert Rowland

Transfer No: 18000



Mitigation Analysis Period

Annual

One-Way Analysis of Independent Transfers

New Water Right (GModelo):

WR No.	Div. Rate (CFS)	Con. Vol. (AFA)	No. of Irr. Acres	Priority Date	POD Location	Dedicated Vol. AFA/ AFT		Model Node
Transfer 1: Proposed Steady State Impacts following Transfer								
???	???	275.6	68.9	1/1/1960	8S26E-3	275.6	91.9	SP082075
???	???	275.6	68.9	1/1/1960	8S26E-3	275.6	91.9	SP068066
Transfer 1: Worst Case Transient State Impacts following Transfer								
???	???	275.6	68.9	1/1/1960	8S26E-3	275.6	91.9	SP082075
???	???	275.6	68.9	1/1/1960	8S26E-3	275.6	91.9	SP068066

Impact by Reach (AF/Annum)

Ashton to Rexburg	Heise to Shelley	Shelley to Nr Blckft	Nr Blckft To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
0.41	1.23	3.77	14.01	0.27	0.67	0.76	0.34	0.21	0.19	0.01
0.37	1.15	3.55	14.61	0.21	0.53	0.60	0.27	0.17	0.15	0.01
0.41	1.23	3.77	14.01	0.27	0.67	0.76	0.34	0.21	0.19	0.01
0.40	1.22	3.76	14.61	0.27	0.66	0.75	0.33	0.21	0.19	0.01

21.9

21.6

21.9

22.4

Steady State Analysis

Mitigation Check 1 - > 10% of Historical:	-10.3%	-6.9%	-5.8%	4.3%	-21.1%	-20.1%	-20.1%	-20.1%	-20.1%	-20.1%	-20.1%
Mitigation Check 2: > 6 AF/A:	0.0	-0.1	-0.2	0.6	-0.1	-0.1	-0.2	-0.1	0.0	0.0	0.0
Mitigation Check 3 - > 10% of Total:	1.7%	5.3%	16.4%	67.6%	1.0%	2.5%	2.8%	1.2%	0.8%	0.7%	0.0%
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft):	0.0	-0.1	-0.2	0.6	-0.1	-0.1	-0.2	-0.1	0.0	0.0	0.0

Transient State Analysis

Mitigation Check 1 - > 10% of Historical:	-2.1%	-0.8%	-0.3%	4.3%	-0.3%	-0.5%	-0.5%	-0.5%	-0.6%	-0.6%	-0.6%
Mitigation Check 2: > 6 AF/A:	0.0	0.0	0.0	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft):	0.0	0.0	0.0	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Read Me

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