

NOV 03 2016

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT OF WATER RESOURCES
SOUTHERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
37-2605	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-2704	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-10652	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-10649	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: High Country Holdings, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Northview Farms Limited Partnership
New owner(s) as listed on the conveyance document
- 1587 East 3100 South Wendell Name connector ☐ and ☐ or ☐ and/or
Mailing address City ID 83355
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: October 31, 2016
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 37-2605

8. Signature: [Signature] Title, if applicable _____ Date 10-31-16
 Signature of new owner/claimant
- Signature: _____ Title, if applicable _____ Date _____
 Signature of new owner/claimant

For IDWR Office Use Only:

Received by DM Date 11/3/2016 Receipt No. SO35798 Receipt Amt. \$100-
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by _____ Processed by _____ Date _____



Instrument # 256500
GOODING COUNTY, GOODING, IDAHO
10-31-2016 14:43:22 No. of Pages: 3
Recorded for: TITLEONE - GOODING
DENISE GILL Fee: \$16.00
Ex-Officio Recorder Deputy: DAL
Electronically Recorded by Simplifile

Order Number: 16280026

WARRANTY DEED

For Value Received,

High Country Holdings, LLC, a Nevada Limited liability company, doing business as Dickenson-Gooding Ranch, LLC, the Grantor, does hereby grant, bargain sell and convey unto, Northview Farms Limited Partnership, whose current address is 1587 East 3100 South, Wendell, ID 83355, the Grantee, the following described premises, in Gooding County, Idaho, To Wit:

PARCEL NO. 1:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 11: S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$;

Excepting therefrom the following described parcels:

(a) Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the NW corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence East along the North line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, 209 feet;
Thence South parallel with the West line, 209 feet;
Thence West parallel with the said North line 209 feet to the West line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North along said West line, 209 feet to the POINT OF BEGINNING.

(b) Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Northwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South along the West boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ 209.0 feet to the TRUE POINT OF BEGINNING;
Thence continuing South along said West boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, 265.0 feet;
Thence East parallel with the North boundary, 74.0 feet more or less to an irrigation ditch;

Thence Northeasterly along said irrigation ditch to a point, which point is 209.0 feet South and 209.0 feet East of the Northwest corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence West parallel with the North boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$, 209.0 feet to the TRUE POINT OF BEGINNING.

(c) Part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Commencing at the Southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 11;
Thence along the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 11 for a distance of 460 feet to THE POINT OF BEGINNING;
Thence Northerly and perpendicular to the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 11 for a distance of 180 feet;
Thence Easterly and parallel to the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 11 for a distance of 250 feet;
Thence Southerly and perpendicular to the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 11 for a distance of 180 feet to the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 11;
Thence Westerly along the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of the said Section 11 for a distance of 250 feet to THE POINT OF BEGINNING.

Section 12: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 13: NW $\frac{1}{4}$ NW $\frac{1}{4}$

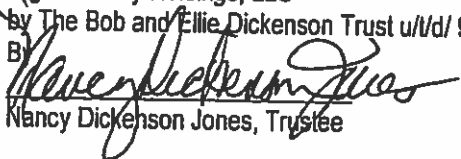
Section 14: NE $\frac{1}{4}$ NE $\frac{1}{4}$

EXCEPT two tracts of land for roadway purposes as set forth in right of Way Deed to Gooding Highway District of Gooding County, Idaho, dated February 28, 1957, recorded March 9, 1957 in Book 46 Deeds Page 612, records of Gooding County, Idaho.

Together with all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including but not limited to 76 shares of American Falls No. 2 and 8.1 shares of Big Wood Canal Company.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: 10/21/2016

High Country Holdings, LLC
by The Bob and Ellie Dickenson Trust u/l/d/ 9-25-03
B

Nancy Dickenson Jones, Trustee

State of Washington, County of SAN JUAN, ss.

On this 12th day of October 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Nancy Dickerson Jones, known or identified to me to be a Trustee of the Bob and Ellie Dickenson Trust u/v/d dated 9-25-03, the Member of the limited liability company that executed the within instrument and acknowledged to me that she executed the same for and on behalf of said Trust the member of the limited liability company and that such limited liability company executed it.

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

Eugenia S. Zakula
Notary Public for ~~Idaho~~ WASHINGTON
Residing In: FRIDAY HARBOR, WA
My Commission Expires: MARCH 05, 2018



RECORDING REQUESTED BY:
STEVEN D. PETERSON

AND WHEN RECORDED
MAIL TO:
Steven D. Peterson, P.C.
PO Box 5827
Twin Falls, ID 83303-5827

Instrument # 243390

GOODING, GOODING, IDAHO
12-31-2012 04:24:50 No. of Pages: 3
Recorded for: PETERSON LAW OFFICE
DENISE M. GILL Fee: 16.00
Ex-Officio Recorder Deputy

QUITCLAIM DEED

KNOW TO ALL MEN BY THESE PRESENTS THAT:

RAY VANDERVEGT, a single individual, hereinafter "Grantor" hereby convey, release, transfer, remise and forever Quit-claim all his right, title and interest in certain real property located in Gooding County, Idaho, unto NORTHVIEW FARMS LIMITED PARTNERSHIP, an Idaho Limited Partnership, hereinafter "Grantee", whose address is 1587 E 3100 S, Wendell, Id 83355, in and to said real property legally described as follows:

See attached Exhibit "A"

IN WITNESS WHEREOF, I have set my hand hereto this 31 day of Dec, 2012.

By: [Signature]
Ray Vandervegt

STATE OF IDAHO)
County of Twin Falls) ss.

On this 31st day of Dec, 2012, before me, a Notary Public in and for said county and state, personally appeared RAY VANDERVEGT, a single individual, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Carys A. Newman
Notary Public
State of Idaho

[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at: Hagerman, ID
My Commission Expires: 10-19-15

EXHIBIT "A"

PARCEL 1:
TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: That part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ described as follows:

Beginning at the Northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence South 1320 feet, more or less, to the Southeast corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence West 1320 feet, more or less, to the Southwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence North along the West boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 253 feet;
Thence North 68°38' East, 430 feet;
Thence North 13°5' East, 253 feet;
Thence North 79°14' East, 435 feet;
Thence North 24°32' East, 186 feet;
Thence North 2°12' East, 335 feet to the North line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence East to THE POINT OF BEGINNING.

Also:

Section 12: E $\frac{1}{2}$ of the NE $\frac{1}{4}$, SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, NW $\frac{1}{4}$ of the SE $\frac{1}{4}$.

EXCEPTING THEREFROM the following described parcel being all that certain tract or parcel of land situated in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12 and being more particularly described as follows, to-wit:

Commencing at the West $\frac{1}{2}$ corner of the aforementioned Section 12, from which the Southwest corner of Section 12 bears South 89°05'05" West 2452.89 feet;
Thence North 89°33'32" East, 4024.07 feet, along the center-of-section line, to the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 60°04'51" East, 115.76 feet, along and with the East line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ to the Northeast corner and POINT OF BEGINNING to the herein described tract;
Thence South 68°04'51" East, 233.14 feet, continuing along and with the East line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, to a point on the high water mark of the Big Wood River, said point also being the Southeast corner of the herein described tract;
Thence along the high water mark of the Big Wood River as approximately follows:
South 68°28'32" West, 10.32 feet;
North 82°51'42" West, 82.24 feet;
South 89°05'39" West, 81.77 feet;
South 73°41'47" West, 182.74 feet;
South 57°44' 17" West, 97.83 feet;
South 64°34'22" West, 76.36 feet;
South 82°21'13" West, 422.14 feet;
South 88°18'08" West, 172.95 feet;
Thence North 12°20'37" West, 395.58 feet, leaving the high water mark of the Big Wood River, to the Northwest corner of the herein described tract;
Thence North 82°38'49" East, 734.38 feet to the POINT OF BEGINNING.

PARCEL 2:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: That portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying South of the Robinson Ditch and North of County road right of way known as the 1375 South Road.

PARCEL 3:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ North of Birch

PARCEL 4:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: The East half of the Northwest quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$); the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and that part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ described as follows:

Beginning at the Northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 5 South, Range 15 EBM;
Thence, South along the West boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 1987 feet;
Thence, North 66°20' East a distance of 430 feet;
Thence, North 13°57' East a distance of 765 feet;
Thence, North 79°14' East a distance of 485 feet;
Thence, North 34°51' East a distance of 186 feet;
Thence, North 2°12' East a distance of 335 feet, to the North line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence, West along the latter North line a distance of 937 feet, more or less, to point of beginning.
Thence, West along the latter North line a distance of 937 feet, more or less, to point of beginning.

EXCEPTING THEREFROM a tract of land in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12, Township 5 South, Range 15 East of the Boise Meridian, Gooding County, Idaho, described as follows:
Commencing at the North Quarter Corner of said Section 12;
Thence West along the North boundary of Section 12, 788.00 feet;
Thence South to the South Right-of-Way Boundary of the Highway to the TRUE POINT OF BEGINNING;

Thence West 430 feet following the South boundary of said road right of way;
Thence at right angles South a distance 208 feet;
Thence at right angles East, 420 feet;
Thence at right angles North 208 feet to the POINT OF BEGINNING.

PARCEL 5:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: A tract of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ described as follows:

Commencing at the North Quarter Corner of said Section 12;
Thence West along the North boundary of Section 12, 788.00 feet;
Thence South to the South Right-of-Way Boundary of the Highway to the TRUE POINT OF BEGINNING;
Thence West 430 feet following the South boundary of said road right of way;
Thence at right angles South a distance 208 feet;
Thence at right angles East, 420 feet;
Thence at right angles North 208 feet to the POINT OF BEGINNING.

PARCEL 6:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: The Northwest quarter of the Northwest quarter

PARCEL 7:

TOWNSHIP 5 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 6: Lots 6 and 7; E $\frac{1}{2}$ SW $\frac{1}{4}$

EXCEPT that portion deeded to the State of Idaho, by Highway Right of Way Deed, dated July 28, 1947, recorded November 5, 1947 as Instrument Number 102927, Gooding County records.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereon including but not limited to 177.90 shares of Capital Stock in Big Wood Canal Company and 327 acres of American Falls No. 2.

WARRANTY DEED

#GG-09291

For Value Received

Earl Green, a married person as his sole and separate property and EGG Enterprises, Inc., an Arizona Corporation, authorized to do business in Idaho

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Double V, LLC

Address: 1537 East 3100 South, Wendell, ID 83355

Hereinafter called the Grantee, the following described premises situated in Gooding County, Idaho, to-wit:

PARCEL 1:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: That part of the NW¼ of the NE¼ described as follows:

Beginning at the Northeast corner of the NW¼NE¼;
Thence South 1320 feet, more or less, to the Southeast corner of said NW¼NE¼;
Thence West 1320 feet, more or less, to the Southwest corner of said NW¼NE¼;
Thence North along the West boundary of said NW¼NE¼, 233 feet;
Thence North 66°20' East, 430 feet;
Thence North 13°6' East, 265 feet;
Thence North 70°14' East, 435 feet;
Thence North 24°52' East, 186 feet;
Thence North 2°12' East, 335 feet to the North line of said NW¼NE¼;
Thence East to THE POINT OF BEGINNING.

Also:

Section 12: E¼ of the NE¼, SW¼ of the NE¼, NW¼ of the SE¼.

EXCEPTING THEREFROM the following described parcel Being all that certain tract or parcel of land situated in the NW¼SE¼ of Section 12 and being more particularly described as follows, to-wit:

Commencing at the West ¼ corner of the aforementioned Section 12, from which the Southwest corner of Section 12 bears South 00°09'05" West 2658.09 feet;
Thence North 89°33'52" East, 4024.07 feet, along the center-of-section line, to the Northeast corner of the NW¼SE¼;
Thence South 00°04'52" East, 115.70 feet, along and with the East line of the NW¼SE¼ to the Northeast corner and POINT OF BEGINNING to the herein described tract;
Thence South 00°04'52" East, 235.14 feet, continuing along and with the East line of the NW¼SE¼, to a point on the high water mark of the Big Wood River, Said point also being the Southeast corner of the herein described tract;
Thence along the high water mark of the Big Wood River as approximately follows:
South 60°28'32" West, 10.32 feet;
North 82°31'02" West, 82.24 feet;
South 89°05'59" West, 81.77 feet;
South 75°41'47" West, 132.74 feet;
South 57°44' 17" West, 97.85 feet;
South 66°34'52" West, 76.16 feet;
South 85°21'15" West, 42.14 feet;
South 80°18'06" West, 172.95 feet;
Thence North 12°20'37" West, 295.58 feet, leaving the high water mark of the Big Wood River, to the Northwest corner of the herein described tract;
Thence North 82°58'09" East, 734.38 feet to the POINT OF BEGINNING.

PARCEL 2:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: That portion of the NW¼SW¼ lying South of the Robinson Ditch and North of County road right of way known as the 1375 South Road.

Instrument # 227390

GOODING, GOODING, IDAHO

8-6-2008 04:48:13 No. of Pages: 4

Recorded for : LAND TITLE AND ESCROW, INC

DENISE M. GILL Fee: 12.00

Ex-Officio Recorder Deputy

PARCEL 3:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$ North of Ditch

PARCEL 4:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: The East half of the Northwest quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$); the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and that part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ described as follows:

Beginning at the Northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of section 12, Township 5 South, Range 15 EBM;
Thence, South along the West boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 1087 feet;
Thence, North 66°20" East a distance of 430 feet;
Thence, North 13°5" East a distance of 265 feet;
Thence, North 70°14" East a distance of 435 feet;
Thence, North 24°52" East a distance of 186 feet;
Thence, North 2°12" East a distance of 335 feet, to the North line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence, West along the latter North line a distance of 930 feet, more or less, to point of beginning.

EXCEPTING THEREFROM a tract of land in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12, Township 5 South, Range 15 East of the Boise Meridian, Gooding County, Idaho, described as follows:

Commencing at the North Quarter Corner of said Section 12;
Thence West along the North boundary of Section 12, 780.00 feet;
Thence South to the South Right-of-Way Boundary of the Highway to the TRUE POINT OF BEGINNING;
Thence West 420 feet following the South boundary of said road right of way;
Thence at right angles South a distance 208 feet;
Thence at right angles East, 420 feet;
Thence at right angles North 208 feet to the POINT OF BEGINNING.

PARCEL 5:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN GOODING COUNTY, IDAHO

Section 12: A tract of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ described as follows:

Commencing at the North Quarter Corner of said Section 12;
Thence West along the North boundary of Section 12, 780.00 feet;
Thence South to the South Right-of-Way Boundary of the Highway to the TRUE POINT OF BEGINNING;
Thence West 420 feet following the South boundary of said road right of way;
Thence at right angles South a distance 208 feet;
Thence at right angles East, 420 feet;
Thence at right angles North 208 feet to the POINT OF BEGINNING.

PARCEL 6:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 12: The Northwest quarter of the Northwest quarter

PARCEL 7:

TOWNSHIP 5 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 6: Lots 6 and 7; E $\frac{1}{2}$ SW $\frac{1}{4}$;

EXCEPT that portion deeded to the State of Idaho, by Highway Right of Way Deed, dated July 28, 1947, recorded November 5, 1947 as Instrument Number 102927, Gooding County records.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 177.90 shares of Capital Stock in Big Wood Canal Company and 327 acres of American Falls No. 2.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.

Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.

Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.

Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

Liens in favor of the State of Idaho that might be disclosed by any Notice of Lien filed in the Office of the Secretary of State of Idaho against the vested owner or prior owner or against the purchaser of the land described herein.

(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

Taxes for 2008 and subsequent years, taxes are an accruing lien, not yet due or payable.

Assessments of the American Falls Reservoir District No. 2 and the rights and powers of said District as by law provided.

Assessments of the Big Wood Canal Company and the rights and powers of said Company as by law provided.

Right of way for canals, laterals and waste ditches of Big Wood Canal Company.

Assessments of the North Snake Ground Water District and the rights and powers of said District as by law provided.

Terms and conditions contained in Ditch Contract by and between the Clinton Sheep Company, Ltd., a corporation and T. E. Painter, parties of the first part, and R. W. Houston and J. P. Lenker, parties of the second part, dated December 12, 1917, recorded March 28, 1918 as Instrument Number 14294, Gooding County records, affecting the SW $\frac{1}{4}$ of Section 6, Township 5 South, Range 16, East Boise Meridian.

Terms and conditions contained in Irrigation Ditch Agreement by and between the Big Wood Canal Company, a corporation, party of the first part, and J. B. Kilbourn and Ethel Kilbourn, husband and wife, parties of the second part, dated May 9, 1936, recorded June 2, 1936 as Instrument Number 64722, Gooding County records, affecting the SW $\frac{1}{4}$ of Section 6, Township 5 South, Range 16, East Boise Meridian.

Power Line Easement given by Laurence Renner and Jessie Renner, his wife to Idaho Power Company, a corporation, dated September 27, 1943, recorded May 27, 1944 in Book 5 Misc Page 404 as Instrument Number 90614, Gooding County records, affecting the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12, Township 5 South, Range 15 East of the Boise Meridian.

Easement granted in Highway Right of Way Deed given by J. B. Kilbourn and Ethel M. Kilbourn, husband and wife, to the State of Idaho, dated July 28, 1947, recorded November 4, 1947 as Instrument Number 102927, Gooding County records.

Power Line Easement given by Don G. Fredericksen and Pearl A. Fredericksen, Flora Fredericksen to Idaho Power Company, a corporation, dated June 21, 1949, recorded June 12, 1950 in Book 6 Misc Page 539 as Instrument Number 112194, Gooding County records, affecting the W $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12, Township 5 South, Range 15 East of the Boise Meridian.

Water Agreement by and between J. B. Kilbourn and Ethel Kilbourn, husband and wife, parties of the first part, and Robert L. Kilbourn, party of the second part, dated June 6, 1953, recorded June 13, 1953 as Instrument Number

121600, Gooding County records, affecting the NW¼NE¼; and Lots 1 and 2 in Section 7, Township 5 South, Range 16 East, Boise Meridian, and E¼SW¼ and Lots 6 and 7 of Section 6, Township 5 South, Range 16, East Boise Meridian.

Power Line Easement given by George Voeltzel and Mark Hansen to Idaho Power Company, a corporation, dated July 8, 1963, recorded November 7, 1963 as Instrument Number 9395, Gooding County records, affecting the SW¼SW¼ of Section 16, Township 5 South, Range 16, East Boise Meridian.

Agreement by and between Lewis T. Cureton and Allene Cureton, husband and wife, parties of the first part, and Ralph Egersdorf and Carleen Egersdorf, husband and wife, parties of the second part, dated December 29, 1971, recorded February 9, 1972 as Instrument Number 39027, Gooding County records, granting to said parties of the second part the right to pump water from a sump located on the West boundary of the above described property.

Conservation Easement Reservations in the United States dated December 14, 1989, recorded January 23, 1990 as Instrument Number 139575, records of Gooding County, Idaho.

Idaho Water Resource Board Assignment of Water Facilities by and between Robertson Ditch Company and the Idaho Water Resource Board, an agency of the State of Idaho, dated April 19, 2002, recorded May 8, 2002 as Instrument Number 195182, records of Gooding County, Idaho.

Subject to deed restriction and irrigation water passage agreement as shown in Warranty Deed given by Robert Lee Fosseco, trustee and Patricia Ann Fosseco, trustee, as trustees of the Robert and Patricia Fosseco Living Trust to Earl Green, a married man dealing with his sole and separate property dated February 15, 2007, recorded February 21, 2007 as Instrument Number 220422, re-recorded March 8, 2007 as Instrument No. 220605 records of Gooding County, Idaho.

Addendum to the Warranty Deed dated October 26, 2007, recorded October 29, 2007 as Instrument No. 223980, records of Gooding County, Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: July 30, 2008


Earl Green

EGG Enterprises, Inc.


by Earl Green, President

STATE OF IDAHO)

COUNTY OF Gooding) ss.

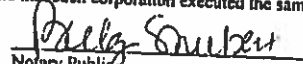
On this 10th day of August, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Earl Green, known or identified to me to be the person whose name is subscribed to the within instrument; and acknowledged to me that he executed the same.


Notary Public
Residing at: Jerome ID
My Commission expires: 02-23-2011

STATE OF IDAHO)

COUNTY OF Gooding) ss.

On this 10th day of August, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Earl Green, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


Notary Public
Residing at: Jerome ID
My Commission expires: 02-23-2011