

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## 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? |
|-----------------------|-----------------------------------------|------------------------------|-----------------------------------------------------------------------------------|------------------------------|------------------------------|
| 22-13945              | Yes <input checked="" type="checkbox"/> | Yes <input type="checkbox"/> |                                                                                   | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 22-13947              | Yes <input checked="" type="checkbox"/> |                              | 22-13945 (Split into 22-13945, 22-14227, 22-14228, 22-14229, 22-14230 & 22-14231) |                              |                              |
| 22-13949              | Yes <input checked="" type="checkbox"/> |                              | 22-13947 (Split into 22-13947, 22-14232, 22-14233, 22-14234, 22-14235 & 22-14236) |                              |                              |
| 22-13951              | Yes <input checked="" type="checkbox"/> |                              | 22-13949 (Split into 22-13949, 22-14237, 22-14238, 22-14239, 22-14240 & 22-14241) |                              |                              |
| 22-13953              | Yes <input checked="" type="checkbox"/> |                              | 22-13951 (Split into 22-13951, 22-14242, 22-14243, 22-14244, 22-14245 & 22-14246) |                              |                              |
|                       |                                         |                              | 22-13953 (Split into 22-13953, 22-14247, 22-14248, 22-14249, 22-14250 & 22-14251) |                              |                              |

2. Previous Owner's Name: NorVue Farms General Partnership  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): See attached sheet  
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- Mailing address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_
- Telephone \_\_\_\_\_ Email \_\_\_\_\_
4. If the water rights and/or adjudication claims were split, how did the division occur?  
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.  
☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: May 6, 2015
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 #

22-13945

8. Signature: Robert L. Harris Robert L. Harris, Attorney August 28, 2015  
 Signature of new owner/claimant Title, if applicable Date

Signature: \_\_\_\_\_ Title, if applicable \_\_\_\_\_ Date \_\_\_\_\_  
 Signature of new owner/claimant Title, if applicable Date

### For IDWR Office Use Only:

Received by SC Date 8/31/15 Receipt No. E04401 Receipt Amt. \$500.-  
 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 JB Processed by CF Date 9/12/2016

**New Owners:** Unit 1 LLC, Unit 2 LLC, Unit 8 Farms LLC, Fromover 9 LLC, RGC Farms LLC, JKC Farms LLC, Crapo Ag LLC, and CKC Farms LLC

**Mailing Address:** c/o Unit 1 LLC, 726 North 2100 East St. Anthony, ID 83445

WHEN RECORDED RETURN TO:  
DuPree Stewart Taylor & Morris  
P.O. Box 723  
Rexburg, Idaho 83440

Instrument # 395174  
REXBURG, MADISON, IDAHO  
5-6-2015 04:41:35 PM No. of Pages: 5  
Recorded for : FIRST AMERICAN TITLE COMPANY  
KIM H. MUHR Fee: 22.00  
Ex-Officio Recorder Deputy 82

### QUITCLAIM DEED

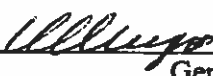
GRANTOR, NorVue Farms, an Idaho general partnership, for a good and valuable consideration the receipt whereof is hereby acknowledged, does REMISE, RELEASE, and forever QUITCLAIM, unto each of Unit 1 LLC, an Idaho limited liability company, whose address is 726 North 2100 East, St. Anthony, Idaho 83445, Unit 2 LLC, an Idaho limited liability company, whose address is 435 North 1500 East, St. Anthony, Idaho 83445, Unit 8 Farms LLC, an Idaho limited liability company, whose address is 1918 East 500 North, St. Anthony, Idaho 83445, Juniper View LLC, an Idaho limited liability company, whose address is 680 North 2100 East, St. Anthony, Idaho 83445, Fromover 9 LLC, an Idaho limited liability company, whose address is 1926 East 700 North, St. Anthony, Idaho 83445, RGC Farms LLC, an Idaho limited liability company, whose address is P.O. Box 182, Parker, Idaho 83438, JKC Farms LLC, an Idaho limited liability company, whose address is 2900 East 399 North, St. Anthony, Idaho 83445, Crapo Ag LLC, an Idaho limited liability company, whose address is 1509 North Canyon Creek Road, Newdale, Idaho 83436, and CKC Farms LLC, an Idaho limited liability company, whose address is 2029 East 700 North, St. Anthony, Idaho 83445, as GRANTEES, and to GRANTEES' successors and assigns, forever, an undivided one-ninth (1/9<sup>th</sup>) interest as tenants in common in the property situated in Madison County, Idaho described on the attached Exhibit A.

TOGETHER with all improvements, easements, hereditaments and appurtenances thereto, including without limitation any and all water claims, water rights, ditch and ditch rights, canal and canal rights, water permits, water licenses, water storage rights, and water shares and stock in any applicable canal company or similar entity appertaining to all or any part of such property. To have and to hold all and singular the premises, together with the appurtenances, to GRANTEE and to GRANTEE'S successors and assigns forever.

IN WITNESS WHEREOF, the said GRANTOR has executed this instrument this 5  
day of May, 2015.

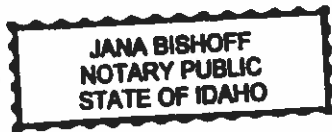
GRANTOR

NorVue Farms, an Idaho general partnership

By: , General Partner

STATE OF IDAHO                     )  
                                                      :SS  
County of Madison                     )

On this 5 day of May, in the year 2015, before me, Jana Bishoff, a  
Notary Public in and for said State, personally appeared Rich Crapo,  
known or identified to me (or proved to me on the oath of \_\_\_\_\_), to be a General  
Partner of the partnership that executed the instrument or the person who executed the instrument  
on behalf of such partnership, and acknowledged to me that such partnership executed the same.



Jana Bishoff  
Notary Public for Idaho  
Residing at:  
My Commission Expires:

Residing in Fremont County  
Commision Expires 6-23-2017

## EXHIBIT A

### **PARCEL 1:**

#### Nedrow House Partition Description

Part of the Northeast 1/4 of Section 25, Township 6 North, Range 41 East, B.M., and Part of Government Lot 2, Section 30, Township 6 North, Range 42 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S00°15'57"W 871.54 feet along the Section line, from the Northeast corner of said Section 25, said point being the extension of an existing fence line; thence along said fence line the following twelve (12) courses; (1) S89°07'49"W 348.12 feet; (2) S40°18'59"W 167.63 feet; (3) S62°46'43"W 258.15; (4) S64°05'20"W 116.85 feet; (5) S81°53'59"W 66.86 feet; (6) N83°40'15"W 57.53 feet; (7) N66°19'58"W 58.74 feet; (8) N70°54'30"W 58.12 feet; (9) N76°27'56"W 66.45 feet; (10) N89°10'17"W 173.07 feet; (11) N48°30'05"W 72.61 feet; (12) N59°45'54"W 8.28 feet; thence N85°35'55"W 40.91 feet; thence S07°02'34"W 57.51 feet; thence S01°09'49"E 42.74 feet to the South edge of an existing driveway; thence along said South edge the following twelve (12) courses; (1) N89°41'22"E 113.12 feet; (2) S89°27'40"E 131.97 feet; (3) S80°46'52"E 78.79 feet; (4) S67°04'05"E 86.34 feet; (5) S57°22'47"E 131.71 feet; (6) S55°51'18"E 175.06 feet; (7) S55°51'18"E 75.19 feet; (8) S62°37'07"E 116.12 feet; (9) S81°11'55"E 77.27 feet; (10) S89°00'26"E 426.58 feet; (11) S89°07'06"E 72.37 feet; (12) N57°39'45"E 116.98 feet to the center of Long Hollow Road; thence along the center of Long Hollow Road the following two (2) courses; (1) N54°50'14"W 81.07 feet; (2) N39°35'13"W 100.25 feet to the Northwest corner of said Government Lot 2; thence N00°15'57"E 434.65 feet along the East line of said Section 25 to the point of beginning.

Parcel contains 9.96 acres, and is subject to Rights-of-Way and Easements of record.

Subject to a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Section 25, Township 6 North, Range 41 East, B.M., and part of Section 30, Township 6 North, Range 42 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S00°15'57"W 1417.14 feet along the Section line, and S89°44'03"E 112.98 feet from the Northeast corner of said Section 25, said point being the beginning of said Easement centerline, and running thence along said easement centerline the following seven (7) courses; (1) S57°39'45"W 102.73 feet; (2) N89°07'06"W 66.40 feet; (3) N89°00'26"W 425.20 feet; (4) N81°11'55"W 72.63 feet; (5) N62°37'07"W 111.67 feet; (6) N55°51'18"W 80.07 feet; (7) N89°36'00"W 65.94 feet to the end of said Easement centerline.

Said easement to run in favor of the owners of the property described as Parcel 2 below. The owners of the easement granted herein shall not use the easement granted herein in any manner

as to damage the property described as Parcel 1 above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property described as Parcel 1 above by its owner. If the owners of the easement granted herein intentionally or negligently cause damage to the property described as Parcel 1 above or crops growing thereon in using the easement granted herein, the owners causing such damage shall repair the damage at said owners' expense. The easement described herein shall run with the land and be a burden upon the property described as Parcel 1 above for the benefit of the property described as Parcel 2 below.

## **PARCEL 2:**

### **Nedrow Shop Partition Description**

Part of the Northeast 1/4 of Section 25, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S00°15'57"W 1380.06 feet along the Section line, and N89°44'03"W 708.92 feet from the Northeast corner of said Section 25, and running thence N89°36'00"W 658.40 feet; thence N70°04'57"W 413.01 feet; thence N37°34'57"W 382.39 feet; thence N43°32'42"W 467.84 feet; thence N44°47'41"E 142.13 feet; thence S47°18'40"E 491.30 feet; thence N90°00'00"E 148.96 feet; thence S38°40'32"E 434.71 feet to the South edge of an existing driveway; thence along said South edge the following seven (7) courses; (1) N89°41'22"E 62.16 feet; (2) N89°41'22"E 113.12 feet; (3) S89°27'40"E 131.97 feet; (4) S80°46'52"E 78.79 feet; (5) S67°04'05"E 86.34 feet; (6) S57°22'47"E 131.71 feet; (7) S55°51'18"E 175.05 feet to the Point of Beginning.

Parcel contains 8.09 acres, and is subject to Rights-of-Way and Easements of record.

Together with a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Section 25, Township 6 North, Range 41 East, B.M., and part of Section 30, Township 6 North, Range 42 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S00°15'57"W 1417.14 feet along the Section line, and S89°44'03"E 112.98 feet from the Northeast corner of said Section 25, said point being the beginning of said Easement centerline, and running thence along said easement centerline the following seven (7) courses; (1) S57°39'45"W 102.73 feet; (2) N89°07'06"W 66.40 feet; (3) N89°00'26"W 425.20 feet; (4) N81°11'55"W 72.63 feet; (5) N62°37'07"W 111.67 feet; (6) N55°51'18"W 80.07 feet; (7) N89°36'00"W 65.94 feet to the end of said Easement centerline.

Provided, however, that the owner of the property described as Parcel 2 above shall not use the easement granted herein in any manner as to damage the property subject to the easement described above or crops growing thereon or to unreasonably interfere with the use and

enjoyment of the property subject to the easement described above by its owner. If the owner of the property described as Parcel 2 above, or its successor in interest, intentionally or negligently causes damage to the property subject to the easement described above or crops growing thereon in using the easement granted herein, such owner, or its successor in interest, shall repair the damage at the expense of such owner, or its successor in interest. The easement granted herein shall run with the land and be a burden upon the property described in the easement above for the benefit of the Parcel 2 described above.

Together with a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Section 25, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N89°55'54"E 3116.07 feet along the Section line, from the Northwest corner of said Section 25, said point being the beginning of said Easement centerline, and running thence along said easement centerline S00°00'00"E 522.70 feet to the end of said Easement centerline.

Provided, however, that the owner of the property described as Parcel 2 above shall not use the easement granted herein in any manner as to damage the property subject to the easement described above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property subject to the easement described above by its owner. If the owner of the property described as Parcel 2 above, or its successor in interest, intentionally or negligently causes damage to the property subject to the easement described above or crops growing thereon in using the easement granted herein, such owner, or its successor in interest, shall repair the damage at the expense of such owner, or its successor in interest. The easement granted herein shall run with the land and be a burden upon the property described in the easement above for the benefit of the Parcel 2 described above.