

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 ☒	Yes ☐		Yes ☐	Yes ☐
22-13947	Yes ☒		22-13945 (Split into 22-13945, 22-14227, 22-14228, 22-14229, 22-14230 & 22-14231) 22-13947 (Split into 22-13947, 22-14232, 22-14233, 22-14234, 22-14235 & 22-14236) 22-13949 (Split into 22-13949, 22-14237, 22-14238, 22-14239, 22-14240 & 22-14241) 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)		
22-13949	Yes ☒				
22-13951	Yes ☒				
22-13953	Yes ☒				

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.

8. Signature: Robert L. Harris
Signature of new owner/claimant

Robert L. Harris, Attorney
Title, if applicable

August 28, 2015
Date

Signature: _____
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 (1/9th) 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.

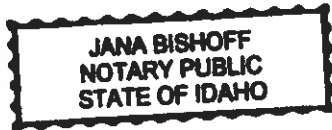
GRANTOR

NorVue Farms, an Idaho general partnership

By: [Signature]
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.



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 20, 2016

Unit 1 LLC
726 N 2100 E
St Anthony ID 83445

Unit 2 LLC
c/o Unit 1 LLC
726 N 2100 E
St Anthony ID 83445

Unit 8 LLC
c/o Unit 1 LLC
726 N 2100 E
St Anthony ID 83445

Fromover 9 LLC
c/o Unit 1 LLC
726 N 2100 E
St Anthony ID 83445

RGC Farms LLC
c/o Unit 1 LLC
726 N 2100 E
St Anthony ID 83445

JKC Farms LLC
c/o Unit 1 LLC
726 N 2100 E
St Anthony ID 83445

Crapo Ag LLC
c/o Unit 1 LLC
726 N 2100 E
St Anthony ID 83445

CKC Farms LLC
c/o Unit 1 LLC
726 N 2100 E
St Anthony ID 83445

RE: Change of Ownership for Water Rights 22-13945 (Split into 22-13945, 22-14227, 22-14228, 22-14229, 22-14230 & 22-14231), 22-13947 (Split into 22-13947, 22-14233, 22-14234, 22-14235, 22-14235 & 22-14236), 22-13949 (Split into 22-13949, 22-14237, 22-14238, 22-14239, 22-14240 & 22-14241), 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)

Dear Water Right Holder:

The department acknowledges receipt of correspondence changing ownership and splitting the above referenced water right. The department has modified its records to reflect the changes and has enclosed computer-generated reports for your records.

Your portion of the water right has a specified point of diversion, nature of use and place of use. If you plan on changing any of these, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. If you do not plan on changing any items on your water right, then no further action is required at this time.

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

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

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

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosures

cc: Madison Ground Water District



Holden Kidwell
Hahn & Crapo P.L.L.C.
LAW OFFICES

RECEIVED
AUG 28 2015
Idaho Department of Water Resources
Eastern Region

1000 Riverwalk Drive Suite 200
PO Box 50130
Idaho Falls, Idaho 83405

Tel: (208) 523-0620
Fax: (208) 523-9518
www.holdenlegal.com

Email: rharris@holdenlegal.com

August 28, 2015

VIA HAND DELIVERY

Jonie Barg
Idaho Department of Water Resources
900 N. Skyline Drive, Suite A
Idaho Falls, ID 83402-1718

RE: Multiple Notices of Change of Water Right Ownership Regarding Water Right Nos. 22-13945, 22-13947, 22-13949, 22-13951, and 22-13953.

Dear Jonie:

Last month I sent you multiple *Notices of Change of Ownership* on behalf of NorVue Farms General Partnership. The enclosed documents relate to ownership changes for another farm known locally as the Old "Nedrow Farm". The partition of this farm involves five entities, which are: Fromover 9 LLC, Unit 8 Farms LLC, Juniper View LLC, Unit 2 LLC, and Unit 1 LLC. I am also authorized to act on behalf of these entities. We have include recorded deeds for the conveyance of property to each entity. As contained on each of the deeds, they clearly state that each conveyance includes appurtenant water rights.

For the above-referenced water rights, they have combined limitations, the most important of which is the combined acres authorized for irrigation in the amount of 2,724.6 acres. Based upon the portion of the GIS shapefile that overlaps with their property, I have calculated a percentage of the water rights that should go to each entity on the attached spreadsheet, and then multiply that percentage by the combined diversion rate of 23.44 cfs to come up with a diversion rate for each of the entities. Overall, this split this will be simpler than the prior ownership change documents I submitted on the old Klingler Farm. The property shapefiles on the enclosed maps were obtained from Madison County Tax Parcel data, which we believe are accurate. If you would like us to email you those shapefiles for any reason, please let us know and we will be happy to do so.

The final two NCOs involve water rights that overlap onto land that have potato cellars and/or shops. The first of these NCOs involves land owned by 8 LLCs and tenants-in-common. The second of these NCOs involves a potato cellar owned by Unit 1 LLC and Crapo Ag LLC. If you have any questions on these, let me know.

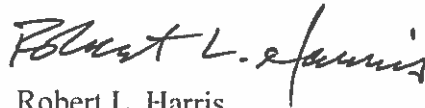
Established in 1896

Jonie Barg
August 28, 2015
Page 2 of 2

Finally, as I discussed with you previously, because all of the *Notices of Change of Water Right Ownership* are being submitted together, it is only necessary to pay the filing fee once. Therefore, because we are splitting five water rights, at \$100.00 per water right, enclosed please find a check in the amount of \$500.00.

If you have any questions or concerns, please let me know. I appreciate your immediate attention to this matter.

Best Regards,

A handwritten signature in black ink, appearing to read "Robert L. Harris".

Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

Enclosures