

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 <i>OK</i>    | Yes <input checked="" type="checkbox"/> | <input type="checkbox"/>                                                          |                       | <input type="checkbox"/> | <input type="checkbox"/>     |
| 22-13947 <i>OK</i>    | Yes <input checked="" type="checkbox"/> | 22-13945 (Split into 22-13945, 22-14227, 22-14228, 22-14229, 22-14230 & 22-14231) |                       |                          |                              |
| 22-13949 <i>OK</i>    | Yes <input checked="" type="checkbox"/> | 22-13947 (Split into 22-13947, 22-14232, 22-14233, 22-14234, 22-14235 & 22-14236) |                       |                          |                              |
| 22-13951 <i>OK</i>    | Yes <input checked="" type="checkbox"/> | 22-13949 (Split into 22-13949, 22-14237, 22-14238, 22-14239, 22-14240 & 22-14241) |                       |                          |                              |
| 22-13953 <i>OK</i>    | 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): Fromover 9 LLC  
New owner(s) as listed on the conveyance document
- 1910 E. 500 N. St. Anthony ID 83445  
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: \_\_\_\_\_  
 Signature of new owner/claimant Title, if applicable Date

**For IDWR Office Use Only:**

Received by SC Date 8/31/15 Receipt No. E041401 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 CE Date 9/12/2016

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

Instrument # 395166  
REXBURG, MADISON, IDAHO  
5-6-2015 04:16:39 PM No. of Pages: 17  
Recorded for : FIRST AMERICAN TITLE COMPANY  
KIM H. MUIR Fee: 58.00  
Ex-Officio Recorder Deputy SR

### 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 Fromover 9 LLC, an Idaho limited liability company, whose address is 1926 East 700 North, St. Anthony, Idaho 83445, as GRANTEE, and to GRANTEE'S successors and assigns, forever, all 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<sup>th</sup> day of May, 2015.

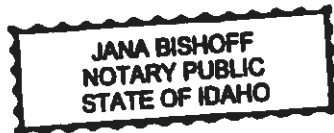
GRANTOR

NorVue Farms, an Idaho general partnership

By: Muir, General Partner

STATE OF IDAHO )  
 )  
:SS  
County of Madison )

On this 5<sup>th</sup> day of March, in the year 2015, before me, Jana Bischoff,  
a Notary Public in and for said State, personally appeared Pickwell Corp,  
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 Bischoff  
Notary Public for Idaho  
Residing at:  
My Commission Expires:

Residing in Fremont County  
Commision Expires 6-23-2017

## EXHIBIT A

### **PARCEL 1:**

#### NV43 Granary Lot

Part of the North 1/2 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 2016.52 feet along the Section line, and S00°00'00"E 282.79 feet from the Northwest corner of said Section 25, and running thence N88°33'54"E 474.64 feet; thence S14°56'03"W 58.20 feet along a line equidistant between two (2) existing granaries; thence S76°48'26"E 41.28 feet; thence N89°59'58"E 579.87 feet; thence S00°00'00"E 147.96 feet; thence S44°47'41"W 142.13 feet; thence N71°35'32"W 751.61 feet; thence N89°49'32"W 180.39 feet; thence N54°51'42"W 105.00 feet; thence N00°00'00"E 4.26 feet to the Point of Beginning.

Parcel contains 3.24 acres, and is subject to any Rights of Way and/or 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 Sections 25 and 36, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N89°55'54"E 2612.13 feet along the Section line, and S00°04'06"E 166.47 feet from the Northwest corner of said Section 25, said point being the beginning of said Easement centerline, and running thence along said easement centerline the following three (3) courses; (1) S00°04'06"E 292.07 feet (2) S36°17'02"W 73.90 feet; (3) S00°21'46"W 2118.58 feet to the end of said Easement centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit B. The owner of the property described on Exhibit B 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 owner of the property described on Exhibit B intentionally or negligently causes damage to the property described as Parcel 1 above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit B shall repair the damage at said owner's 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 on Exhibit B.

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 Sections 25 and 36, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N89°55'54"E 2612.13 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 the following four (4) courses; (1) S00°04'06"E 458.53 feet (2) S36°17'02"W 73.90 feet; (3) S00°21'46"W 6608.81 feet; (4) S50°13'37"E 230.33 feet to the end of said Easement centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit C. The owner of the property described on Exhibit C 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 owner of the property described on Exhibit C intentionally or negligently causes damage to the property described as Parcel 1 above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit C shall repair the damage at said owner's 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 on Exhibit C.

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 Sections 25 and 36, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N89°55'54"E 2612.13 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 the following five (5) courses; (1) S00°04'06"E 458.53 feet (2) S36°17'02"W 73.90 feet; (3) S00°21'46"W 4593.16 feet; (4) S46°55'41"E 186.92 feet; (5) S86°50'40"E 835.74 feet to the end of said Easement centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit B. The owner of the property described on Exhibit B 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 owner of the property described on Exhibit B intentionally or negligently causes damage to the property described as Parcel 1 above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit B shall repair the damage at said owner's 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 on Exhibit B.

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 Sections 25 and 36, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N89°55'54"E 2612.13 feet along the Section line, and S00°04'06"E 337.27 feet from the Northwest corner of said Section 25, said point being the beginning of said Easement centerline, and running thence along said easement centerline the following five (5) courses; (1) S00°04'06"E 121.27 feet (2) S36°17'02"W 73.90 feet; (3) S00°21'46"W 6608.81 feet; (4) S50°13'37"E 868.84 feet; (5) S04°35'23"W 396.24 feet to the end of said Easement centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit D. The owner of the property described on Exhibit D 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 owner of the property described on Exhibit D intentionally or negligently causes damage to the property described as Parcel 1 above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit D shall repair the damage at said owner's 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 on Exhibit D.

## **PARCEL 2:**

### **Fromover 9 Northeast Partition Description**

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

Commencing at the Northeast corner of said Section 25 and running thence S00°15'57"W 871.54 feet along the East line of said Section 25 to the extension of an existing fence line; thence along said fence line and extension thereof, 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 feet; (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; thence S89°41'22"W 62.16 feet; thence N38°40'32"W 434.71 feet; thence S90°00'00"W 148.96 feet; thence N47°18'40"W 491.30 feet; thence N00°00'00"E 485.81 feet to the North line of said Section 25; thence N89°55'54"E 2217.41 feet along said Section line to the Point of Beginning.

Parcel contains 48.77 acres, and is subject to the County Road Right of Way along the North and East sides, and any Rights-of-Way and/or Easements of record.

Together with a nonexclusive, perpetual easement on, over, across and under the North side of the property described on the attached Exhibit F to use, operate, maintain, improve, repair and replace an irrigation mainline providing water to and running in favor of the owner of the property described as Parcel 2 above.

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.

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., 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.

Said easement to run in favor of the owners of the property described on the attached Exhibit E. 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 2 above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property described as Parcel 2 above by its owner. If the owners of the easement granted herein intentionally or negligently cause damage to the property described as Parcel 2 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 2 above for the benefit of the property described on Exhibit E.

**PARCEL 3:**

**Fromover 9 West Partition Description**

Part of Sections 25, 26, 35 and 36, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Commencing at the North 1/4 corner of said Section 26, and running thence S89°46'06"E 2576.03 feet along the Section line to a recovered Iron Rod marking the Northwest corner of said Section 25; thence N89°55'54"E 2016.52 feet along the North line of said Section 25; thence S00°00'00"E 287.05 feet; thence S54°51'42"E 105.00 feet; thence S89°49'32"E 180.39 feet; thence S71°35'32"E 751.61 feet; thence S43°32'42"E 467.84 feet; thence S37°34'57"E 382.39 feet; thence S70°04'57"E 413.01 feet; thence S89°36'00"E 658.40 feet to the South edge of an existing driveway; thence along said South edge the following five (5) courses; (1) S55°51'18"E 75.19 feet; (2) S62°37'07"E 116.12 feet; (3) S81°11'55"E 77.27 feet; (4) S89°00'26"E 426.58 feet; (5) S89°07'06"E 40.18 feet to the East line of said Section 25; thence S00°15'57"W 502.94 feet along said Section line to the top edge of a "Draw", coincident with the edge of a cultivated field; thence along the top of said Draw the following twelve (12) courses; (1) N73°44'11"W 276.93 feet; (2) N89°11'28"W 39.24 feet; (3) S82°48'54"W 173.92 feet; (4) S85°54'22"W 129.05 feet; (5) N89°49'27"W 161.65 feet; (6) N86°17'39"W 82.33 feet; (7) N73°21'15"W 95.17 feet; (8) N64°53'13"W 89.29 feet; (9) N46°50'55"W 57.19 feet; (10) N44°53'27"W 64.28 feet; (11) N49°22'19"W 290.96 feet; (12) N55°30'17"W 138.05 feet; thence N83°43'43"W 199.26 feet to a point on a curve, said curve being coincident with the outer irrigation limit of an existing irrigation pivot; thence along said curve to the right 2279.33 feet; (Curve Data: Delta = 128°14'30", R = 1018.36 feet) chord bears S57°11'14"W 1832.47 feet; thence S48°36'30"W 171.79 feet; thence N89°57'05"W 1205.94 feet; thence S47°36'05"W 1047.39 feet to the West line of said Section 25; thence S00°14'25"E along said Section line 1371.54 feet; thence S36°23'40"E 578.07 feet; thence S46°13'22"E 232.96 feet; thence S47°56'34"W 143.33 feet; thence S37°51'03"W 655.74 feet to the East line of said Section 35; thence N00°01'03"W 717.38 feet along said Section line to the Northeast corner of said Section 35; thence N89°49'29"W 1319.11 feet along the North line of said Section 35 to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence S00°01'44"E 1306.63 feet along the East line of said Northwest 1/4 to the Southeast corner of said Northwest 1/4; thence S89°51'50"W 1296.82 feet along the South line of said Northwest 1/4 to the Southwest corner of said Northwest 1/4; thence N00°06'23"E 1299.47 feet along the West line of the Northwest 1/4 of said Northeast 1/4 to the South 1/4 corner of said Section 26; thence N00°09'54"E 5219.48 feet along the North-South Centerline of said Section 26 to the point of beginning.

Parcel contains 567.65 acres, and is subject to the County Road Right of Way along the North side, and any Rights-of-Way and/or Easements of record.

Together with a nonexclusive, perpetual easement on, over, across and under the North side of the property described on the attached Exhibit F to use, operate, maintain, improve, repair and

replace an irrigation mainline providing water to and running in favor of the owner of the property described as Parcel 3 above.

Provided, however, that the owner of the property described as Parcel 3 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 3 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 3 described above.

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 Sections 25 and 36, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N89°55'54"E 2612.13 feet along the Section line, and S00°04'06"E 166.47 feet from the Northwest corner of said Section 25, said point being the beginning of said Easement centerline, and running thence along said easement centerline the following three (3) courses; (1) S00°04'06"E 292.07 feet (2) S36°17'02"W 73.90 feet; (3) S00°21'46"W 2118.58 feet to the end of said Easement centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit B. The owner of the property described on Exhibit B shall not use the easement granted herein in any manner as to damage the property described as Parcel 3 above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property described as Parcel 3 above by its owner. If the owner of the property described on Exhibit B intentionally or negligently causes damage to the property described as Parcel 3 above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit B shall repair the damage at said owner's expense. The easement described herein shall run with the land and be a burden upon the property described as Parcel 3 above for the benefit of the property described on Exhibit B.

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 Sections 25 and 36, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N89°55'54"E 2612.13 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 the following four (4) courses; (1) S00°04'06"E 458.53 feet (2) S36°17'02"W 73.90 feet; (3) S00°21'46"W 6608.81 feet; (4) S50°13'37"E 230.33 feet to the end of said Easement centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit C. The owner of the property described on Exhibit C shall not use the easement granted herein in any manner as to damage the property described as Parcel 3 above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property described as Parcel 3 above by its owner. If the owner of the property described on Exhibit C intentionally or negligently causes damage to the property described as Parcel 3 above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit C shall repair the damage at said owner's expense. The easement described herein shall run with the land and be a burden upon the property described as Parcel 3 above for the benefit of the property described on Exhibit C.

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 Sections 25 and 36, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N89°55'54"E 2612.13 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 the following five (5) courses; (1) S00°04'06"E 458.53 feet (2) S36°17'02"W 73.90 feet; (3) S00°21'46"W 4593.16 feet; (4) S46°55'41"E 186.92 feet; (5) S86°50'40"E 835.74 feet to the end of said Easement centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit C. The owner of the property described on Exhibit C shall not use the easement granted herein in any manner as to damage the property described as Parcel 3 above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property described as Parcel 3 above by its owner. If the owner of the property described on Exhibit C intentionally or negligently causes damage to the property described as Parcel 3 above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit C shall repair the damage at said owner's expense. The easement described herein shall run with the land and be a burden upon the property described as Parcel 3 above for the benefit of the property described on Exhibit C.

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 Sections 25 and 36, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N89°55'54"E 2612.13 feet along the Section line, and S00°04'06"E 337.27 feet from the Northwest corner of said Section 25, said point being the beginning of said Easement centerline, and running thence along said easement centerline the following five (5) courses; (1) S00°04'06"E 121.27 feet (2) S36°17'02"W 73.90 feet; (3) S00°21'46"W 6608.81 feet; (4) S50°13'37"E 868.84 feet; (5) S04°35'23"W 396.24 feet to the end of said Easement centerline.

Said easement to run in favor of the owner of the property described on the attached Exhibit D. The owner of the property described on Exhibit D shall not use the easement granted herein in any manner as to damage the property described as Parcel 3 above or crops growing thereon or to unreasonably interfere with the use and enjoyment of the property described as Parcel 3 above by its owner. If the owner of the property described on Exhibit D intentionally or negligently causes damage to the property described as Parcel 3 above or crops growing thereon in using the easement granted herein, the owner of the property described on Exhibit D shall repair the damage at said owner's expense. The easement described herein shall run with the land and be a burden upon the property described as Parcel 3 above for the benefit of the property described on Exhibit D.

## EXHIBIT B

### Unit 8 Farms Partition Description

Part of Sections 25 and 36, Township 6 North, Range 41 East, B.M., and Part of Sections 30 and 31, Township 6 North, Range 42 East, B.M., Madison County, Idaho described as:

Commencing at the West 1/4 corner of said Section 36 and running thence N00°01'03"W 1912.56 feet along the West line of said Section 36; thence N37°51'03"E 655.74 feet; thence N47°56'34"E 143.33 feet; thence N46°13'32"W 232.96 feet; thence N36°23'40"W 578.07 feet to the West line of said Section 25; thence N00°14'25"W along said Section line, 1371.54 feet; thence N47°36'05"E 1047.39 feet; thence S89°57'05"E 1205.94 feet; thence N48°36'30"E 171.79 feet to a point on a curve, said curve being coincident with the outer irrigation limit of an existing irrigation pivot; thence along said curve to the left 2279.33 feet; (Curve Data: Delta = 128°14'30", R = 1018.36 feet) chord bears N57°11'14"E 1832.47 feet; thence S83°43'43"E 199.26 feet to the top edge of a "Draw", coincident with the edge of a cultivated field; thence along the top of said Draw the following twelve (12) courses; (1) S55°30'17"E 138.05 feet; (2) S49°22'19"E 290.96 feet; (3) S44°53'27"E 64.28 feet; (4) S46°50'55"E 57.19 feet; (5) S64°53'13"E 89.29 feet; (6) S73°21'15"E 95.17 feet; (7) S86°17'39"E 82.33 feet; (8) S89°49'27"E 161.65 feet; (9) N85°54'22"E 129.05 feet; (10) N82°48'54"E 173.92 feet; (11) S89°11'28"E 39.24 feet; (12) S73°44'11"E 276.93 feet to the West line of said Section 30; thence N00°15'57"E 502.94 feet along said Section line to the South edge of an existing driveway; thence along said South edge the following two (2) courses; (1) S89°07'06"E 32.19 feet; (2) N57°39'45"E 116.98 feet to the center of Long Hollow Road; thence along the center of Long Hollow Road the following thirteen (13) courses; (1) S54°52'50"E 23.76 feet; (2) S71°54'19"E 105.50 feet; (3) S79°15'33"E 103.01 feet; (4) S85°21'53"E 104.59 feet; (5) S88°12'04"E 105.31 feet; (6) S81°32'19"E 100.96 feet; (7) S73°29'13"E 101.32 feet; (8) S66°35'00"E 206.37 feet; (9) S61°39'04"E 106.40 feet; (10) S55°01'43"E 102.04 feet; (11) S47°16'39"E 106.14 feet; (12) S38°05'51"E 107.09 feet; (13) S33°42'09"E 75.93 feet to the East line of Government Lot 2, Section 30; thence S00°14'53"W 652.62 feet along said East line to the North line of the Southwest 1/4 of said Section 30; thence S89°55'00"E 528.18 feet along said North line to the center of Long Hollow Road; thence along the center of said Long Hollow Road the following eight (8) courses; (1) S35°35'33"E 122.79 feet; (2) S32°18'34"E 211.59 feet; (3) S29°36'18"E 208.16 feet; (4) S24°05'31"E 210.83 feet; (5) S36°58'50"E 103.59 feet; (6) S63°03'17"E 101.54 feet; (7) S79°07'36"E 100.81 feet; (8) S80°38'11"E 162.74 feet to the East line of the Southwest 1/4 of said Section 30; thence S00°13'23"W along said East line 279.16 feet; thence N89°50'35"W 527.99 feet; thence S00°13'23"W 225.80 feet; thence N89°50'35"W 211.94 feet; thence S00°00'00"W 256.82 feet; thence S08°45'21"W 288.20 feet; thence S39°47'27"W 652.25 feet; thence S77°38'30"W 231.79 feet; thence S81°59'30"W 275.14 feet; thence S85°57'36"W 380.85 feet; thence S77°29'05"W 70.75 feet; thence S62°19'37"W 346.64 feet; thence N89°06'50"W 1958.83 feet to a point on a curve, said curve being coincident with the outer irrigation limit of an existing irrigation pivot; thence along said curve to the left 1383.67 feet; (Curve Data: Delta = 61°55'48", R = 1280.13 feet) chord bears S40°37'02"W 1317.29 feet;

thence S00°02'20"W 1123.07 feet; thence S42°20'03"W 640.16 feet to the South line of the Northwest 1/4 of said Section 36; thence N89°52'04"W 2200.32 feet along said South line to the Point of Beginning.

Parcel contains 647.22 acres, and is subject to Rights-of-Way and Easements of record.

## EXHIBIT C

### Juniper View Partition Description

Part of Section 1, Township 5 North, Range 41 East, B.M., Part of Section 6, Township 5 North, Range 42 East, B.M., Part of Section 36, Township 6 North, Range 41 East, B.M., and Part of Sections 30 and 31, Township 6 North, Range 42 East, B.M., all in Madison County, Idaho more particularly described as:

Beginning at a point that is N00°08'43"E 202.97 feet along the Section line from a recovered Iron Rod marking the Southeast corner of said Section 31, said point being a point on a curve, coincident with the outer irrigation limit of an existing irrigation pivot, and running thence along said curve to the left 2761.50 feet; (Curve Data: Delta = 119°51'55", R = 1320.00 feet) chord bears N83°32'03"W 2284.75 feet; thence N89°52'40"W 359.67 feet; thence S31°48'31"W 766.82 feet; thence N90°00'00"W 1457.75 feet; thence S40°05'21"W 790.94 feet; thence S30°41'06"W 928.09 feet to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 6; thence S89°48'28"W 662.85 feet along the North line of said Northwest 1/4 to the Southeast corner of Government Lot 4; thence N00°29'54"W 1612.15 feet along the East line of said Lot 4 to the North line of said Section 6; thence N89°58'39"W 1055.95 feet along said Section line to the Northeast corner of said Section 1; thence N89°52'51"W 1289.18 feet along the North line of said Section 1, to the Northeast corner of Government Lot 2, Section 1; thence S00°14'16"W 387.13 feet along the East line of said Lot 2 to the Southeast corner of said Lot 2; thence N89°57'21"W 1288.50 feet along the South line of said Lot 1 to the Southwest corner of said Lot 1; thence N00°08'11"E 388.81 feet along the West line of said Lot 1 to the North line of said Section 1; thence S89°52'51"E 1075.39 feet along the North line of said Section 1 to a point on a curve, said curve being coincident with the outer irrigation limit of an existing irrigation pivot; thence along said curve to the left, 1448.02 feet; (Curve Data: Delta = 61°57'16", R = 1339.14 feet) chord bears N38°01'45"E 1378.50 feet to a point on a curve, said curve being coincident with the outer irrigation limit of an existing irrigation pivot; thence along said curve to the left, 3848.01 feet; (Curve Data: Delta = 166°35'32", R = 1323.44 feet) chord bears N81°54'14"E 2628.78 feet to the East line of said Section 36; thence N00°05'43"E along said Section line 1310.50 feet; thence N90°00'00"W 1926.93 feet; thence S42°20'03"W 866.49 feet; thence N47°39'57"W 746.29 feet; thence N42°20'03"W 866.49 feet; thence N47°39'57"W 746.29 feet; thence N42°20'03"E 640.16 feet; thence N00°02'20"E 1123.07 feet to a point on a curve, said curve being coincident with the outer irrigation limit of an existing irrigation pivot; thence along said curve to the right, 1383.67 feet; (Curve Data: Delta = 61°55'48", R = 1280.13 feet) chord bears N40°37'02"E 1317.29 feet; thence S89°06'50"E 1958.83 feet; thence N62°19'37"E 346.64 feet; thence N77°29'05"E 70.75 feet; thence N85°57'36"E 380.85 feet; thence N81°59'30"E 275.14 feet; thence N77°38'30"E 231.79 feet; thence N39°47'27"E 652.25 feet; thence N08°45'21"E 288.20 feet; thence N00°00'00"W 256.82 feet; thence S89°50'35"E 211.94 feet; thence N00°13'23"E 225.80 feet; thence S89°50'35"E 527.99 feet to the West line of the Southeast 1/4 of said Section 30; thence S00°13'23"W 205.17 feet along said West line to the North line of the South 1/2 of the Southeast 1/4 of said Section 30; thence S89°50'35"E 524.36

feet along said North line to the Center of Long Hollow Road; thence along the Center of Long Hollow Road the following Nine (9) courses; (1) S02°49'28"E 44.20 feet; (2) S16°53'38"E 106.18 feet; (3) S22°03'35"E 100.33 feet; (4) S29°08'53"E 357.87 feet; (5) S32°51'28"E 209.24 feet; (6) S32°24'49"E 309.69 feet; (7) S29°53'15"E 203.28 feet; (8) S27°40'37"E 101.92 feet; (9) S27°32'07"E 65.52 feet to the North line of said Section 31; thence N89°46'09"W 245.62 feet along said Section line to the West line of the East 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 31; thence S00°08'02"W 984.19 feet along said West line to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 31; thence S89°46'53"E 329.04 feet along the North line of said Southeast 1/4 to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 31; thence S89°46'53"E 329.03 feet along the North line of said Southwest 1/4 to the Northeast corner of said Southwest 1/4; thence S00°08'30"W 328.02 feet along the East line of said Southwest 1/4 to the Southeast corner of said Southwest 1/4; thence S00°08'30"W 656.04 feet along the West line of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 31 to the Southwest corner of said East 1/2; thence S89°47'37"E 328.97 feet along the South line of said East 1/2 to the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence S00°08'44"W 327.99 feet along the West line of said Northwest 1/4 to the Southwest corner of said Northwest 1/4; thence S89°47'52"E 328.95 feet along the South line of said Northwest 1/4 to the Southeast corner of said Northwest 1/4; thence S00°08'58"W 327.97 feet to the Northwest corner of the East 1/2 of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence S00°08'32"W 983.67 feet along the West line of said East 1/2 to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence S89°49'01"E 328.88 feet along the North line of said Southeast 1/4 to the East line of said Section 31; thence S00°08'43"W 1436.33 feet along said Section line to the point of beginning.

Parcel Contains 815.74 acres, and is subject to Rights-of-Way and Easements of record.

## EXHIBIT D

### Unit 2 West Partition Description

Part of Section 36, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Commencing at a recovered Iron Rod marking the Southwest corner of said Section 36, and running thence N00°01'03"W along the West line of said Section 36, 2629.93 feet; thence S89°52'04"E 2200.32 feet; thence S47°39'57"E 746.29 feet; thence N42°20'03"E 866.49 feet; thence S90°00'00"E 1926.93 feet to the East line of said Section 36; thence S00°05'43"W 1310.50 feet along said Section line to a point on a curve, said curve being coincident with the outer irrigation limit of an existing irrigation pivot; thence along said curve to the right 3848.01 feet; (Curve Data: Delta = 166°35'32", R = 1323.44 feet) chord bears S81°54'14"W 2628.78 feet to a point on a curve, said curve being coincident with the outer irrigation limit of an existing irrigation pivot; thence along said curve to the right, 1448.02 feet; (Curve Data: Delta = 61°57'16", R = 1339.14 feet) chord bears S38°01'45"W 1378.50 feet to the South line of said Section 36; thence N89°52'51"W 1807.67 feet along said Section line to the Point of Beginning.

Parcel contains 289.32 acres, and is subject to Rights-of-Way and Easements of record.

## EXHIBIT E

### 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.

## EXHIBIT F

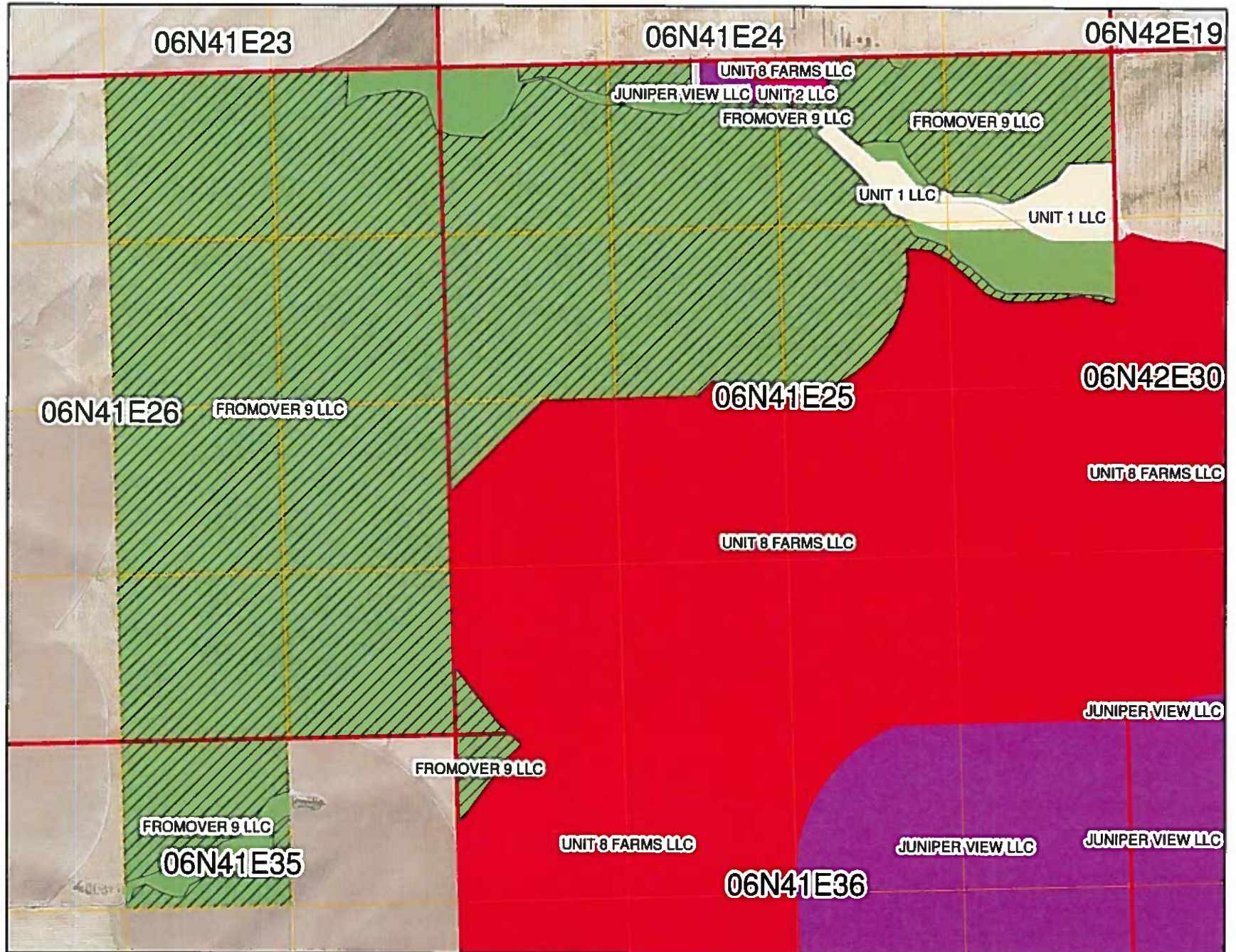
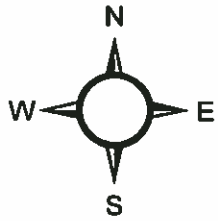
### NV51 Cellar Partition Description

Part of the North 1/2 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 2016.52 feet along the Section line, from the Northwest corner of said Section 25, and running thence N89°55'54"E along said Section line, 77.09 feet; thence S00°22'01"W 188.45 feet; thence N89°15'18"E 394.66 feet along a line equidistant between two (2) potato cellars; thence S02°36'06"E 87.77 feet; thence S88°33'54"W 474.64 feet; thence N00°00'00"E 282.79 feet to the Point of Beginning.

Parcel contains 1.31 acres, and is subject to the County Road Right-of-Way along the North side, and any Rights of Way and/or Easements of record.

# NORVUE FARMS WATER RIGHT SPLIT (NEDROW)



## Legend

- Sections
- Quarter Quarters
- Fromover9\_Property\_Clip
- Fromover9\_Property
- Unit\_8\_Farms
- Juniper\_View\_Property
- Unit\_2\_Property
- Unit\_1\_+ LLCs Property
- Unit\_1\_Crapo\_Ag

Prepared by  
Robert L. Harris  
2013 NAIP Aerial

0 0.15 0.3 0.6 Miles

|                                                                                                                                                        |                                                                                                                                  |                                                                                                                                                      |                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| No. <b>W 134020</b>                                                                                                                                    | Due no later than Feb 28, 2015<br><b>Annual Report Form</b>                                                                      |                                                                                                                                                      | 2. Registered Agent and Address<br><b>(NO PO BOX)</b> |
| Return to:<br>SECRETARY OF STATE<br>700 WEST JEFFERSON<br>PO BOX 83720<br>BOISE, ID 83720-0080<br><br><b>NO FILING FEE IF<br/>RECEIVED BY DUE DATE</b> | 1. Mailing Address: Correct in this box if needed.<br><br>FROMOVER 9 LLC<br>DAVID V CRAPO<br>1910 E 500 N<br>ST ANTHONY ID 83445 | DAVID CRAPO<br>1908 E 500 N<br>ST ANTHONY 83445                                                                                                      |                                                       |
|                                                                                                                                                        |                                                                                                                                  | 3. <u>New</u> Registered Agent Signature:*                                                                                                           |                                                       |
| 4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.                                                           |                                                                                                                                  |                                                                                                                                                      |                                                       |
| Office Held                                                                                                                                            | Name                                                                                                                             | Street or PO Address                                                                                                                                 | City State Country Postal Code                        |
| MEMBER                                                                                                                                                 | DAVID V CRAPO                                                                                                                    | 1908 E 500 N                                                                                                                                         | ST ANTHONY ID USA 83445                               |
| 5. Organized Under the Laws of:<br><br><b>ID<br/>W 134020</b>                                                                                          |                                                                                                                                  | 6. Annual Report must be signed.*<br><br>Signature: DAVID V CRAPO<br>Name (type or print): DAVID V CRAPO<br><br>Date: 12/16/2014<br>Title: PRESIDENT |                                                       |
| Processed 12/16/2014                                                                                                                                   |                                                                                                                                  | * Electronically provided signatures are accepted as original signatures.                                                                            |                                                       |