

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 80989

JUN 15 2016

Department of Water Resources
Eastern Region

MINIMUM REQUIREMENTS CHECKLIST

TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

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

Name of Applicant(s) Juniper View LLC, Unit 1 LLC, Unit 2 LLC

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

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

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

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

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

PLACE OF USE DESCRIPTION AFTER PROPOSED CHANGES	
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TWP	RGE	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
8N	41E	5		11	39.5		4			15	35.7	4.5	11.6	40	7	40	40	9.1	257.4
		8	13.5	34.5	40	40	27.5	10.3	39.5	38.3	37.1	15.6		34.9	17.2	40	39.6	2.7	430.7
		17		12.5	30.7		20.6	0.5	9.3	40	19.3	1				10			143.9
															TOTAL				832

PLACE OF USE DESCRIPTION BEFORE PROPOSED CHANGES	
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100	100

TWP	RGE	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
8N	41E	5			9	2				2	31			38	31	40	40	38	231
		8	26	38	39	39	34	25	39	39	37	6		37	11	40	35		445
		17		28	37		33		1	39	10					8			156
															TOTAL				832

CHANGE IN ACRES	
1990-1991	1,000
1991-1992	1,000
1992-1993	1,000
1993-1994	1,000
1994-1995	1,000
1995-1996	1,000
1996-1997	1,000
1997-1998	1,000
1998-1999	1,000
1999-2000	1,000
2000-2001	1,000
2001-2002	1,000
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2017-2018	1,000
2018-2019	1,000
2019-2020	1,000
2020-2021	1,000
2021-2022	1,000
2022-2023	1,000
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2070-2071	1,000
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2099-2100	1,000
2100-2101	1,000
2101-2102	1,000
2102-2103	1,000
2103-2104	1,000
2104-2105	1,000
2105-2106	1,000
2106-2107	1,000
2107-2108	1,000
2108-2109	1,000
2109-2110	1,000
2110-2111	1,000
2111-2112	1,000
2112-2113	1,000

TWP	RGE	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
8N	41E	5		11	30.5	-2	4			13	4.7	4.5	11.6	2	-24			-28.9	26.4
		8	-12.5	-3.5	1	1	-6.5	-14.7	0.5	-0.7	0.1	9.6		-2.1	6.2		4.6	2.7	-14.3
		17		-15.5	-6.3		-12.4	0.5	8.3	1	9.3	1				2			-12.1
															TOTAL				0
															Total positive change in acres				129.1
															Total negative change in acres				-129.1

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Water is diverted from four wells into a pressurized pipe system.

- b. Who owns the property at the point(s) of diversion? Applicants

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it Attachment #6. List the name of the entity and type of lien: _____

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

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

There will be no change to the land currently irrigated as a result of this transfer. This transfer merely corrects the place of use for Water Right No. 21-7564 because the actual acres irrigated do not match the acres listed on the water right.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

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

Yes No

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

If yes, describe:

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

- changes to the place of use. Label it Attachment #7b.

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

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

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

FOR DEPARTMENT USE ONLY

Chuck	total	\$780.-
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Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

Crapo Cattle Enterprises LLC
Richard L. Crapo
1908 E 500 N
St. Anthony, ID 83445

Juniper View LLC
Bruce K. Crapo
680 North 2100 East
St. Anthony, ID 83445

Unit 1 LLC
George Crapo
726 N 2100 E
St. Anthony, ID 83445

Unit 2 LLC
Richard Crapo
435 N 1500 E
Saint Anthony, ID 83445

[Close](#)

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

6/10/2016

WATER RIGHT NO. 21-7564

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BRG LTD PARTNERSHIP 1908 E 500 N ST ANTHONY, ID 83445 (208)624-3293
Attorney	JERRY R RIGBY RIGBY ANDRUS & MOELLER CHTD 25 N 2ND E PO BOX 250 REXBURG, ID 83440 (208)356-3633
Original Owner	LEO R ROGERS ATOMIC CITY, ID 83215
Original Owner	STEVEN B RHODES 552 BONE RD IONA, ID 83427 (208)523-4606

Priority Date: 01/17/1966

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/15	11.69 CFS	2912 AFA
Total Diversion			11.69 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SWSE	Sec. 05	Township 08N	Range 41E	FREMONT County
GROUND WATER	SENE	Sec. 08	Township 08N	Range 41E	FREMONT County
GROUND WATER	SESW	Sec. 08	Township 08N	Range 41E	FREMONT County
GROUND WATER	SENW	Sec. 17	Township 08N	Range 41E	FREMONT County

Place(s) of use:

Place of Use Legal Description: IRRIGATION FREMONT County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
08N	41E	5		SWNE 9			SENE 2							
				SENW 2										
				NESW 31			SESW 38							
				NESE 31			NWSE 40						SESE 38	
		8		NENE 26			NWNE 38						SENE 39	
				NENW 34			NW/NW 25						SENW 39	
				NESW 37			NW/SW 6							
				NESE 11			NWSE 40							
		17		NW/NW 28			SWNE 37							
				NENW 33			SWNW 1							
				NESW 10										
				NWSE 8										

Total Acres: 832

Conditions of Approval:

1. R30 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.5 afa per acre for irrigation of the lands above.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
3. F06 The following rights are diverted through points of diversion described above: 21-7046, 21-7050, and 21-7564.

Dates:

Licensed Date:

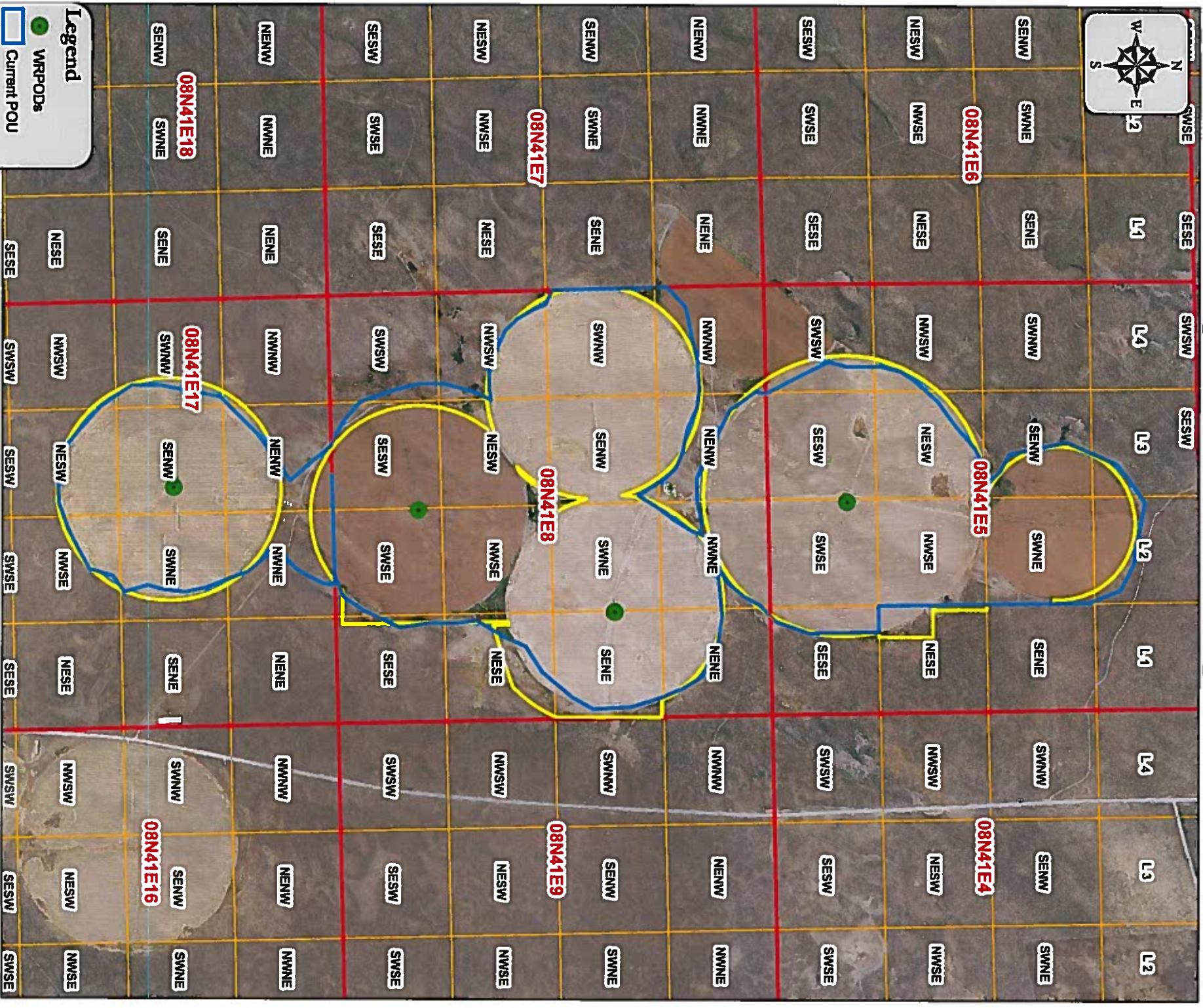
Decreed Date: 11/30/2011

Permit Proof Due Date:
Permit Proof Made Date:
Permit Approved Date:
Permit Moratorium Expiration Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date:
Protest Deadline Date:
Number of Protests: 0

Other Information:

State or Federal: S
Owner Name Connector:
Water District Number: 100
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

WATER RIGHT NO. 21-7564 TO TRANSFER



2015 NAIP Photo

Prepared by:
Luke H. Marchant
06/15/2016





CERTIFICATE OF ORGANIZATION-FILED EFFECTIVE LIMITED LIABILITY COMPANY

(Instructions on back of application)

2014 FEB -6 AM 8:48

1. The name of the limited liability company is:
Juniper View LLC

SECRETARY OF STATE
STATE OF IDAHO

2. The complete street and mailing addresses of the initial designated office:

680 North 2100 East, St Anthony, ID 83445

(Street Address)

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

Bruce Crapo

(Name)

680 North 2100 East, St Anthony, ID 83445

(Street Address)

4. The name and address of at least one member or manager of the limited liability company.

Name

Bruce Crapo

Address

680 North 2100 East, St Anthony, ID 83445

5. Mailing address for future correspondence (annual report notices):

680 North 2100 East, St Anthony, ID 83445

6. Future effective date of filing (optional):

Signature of a manager, member or authorized person.

Signature

Typed Name:

Bruce Crapo

Signature

Typed Name:

Secretary of State use only

IDAHO SECRETARY OF STATE
OE/06/2614 05:00
DX: 6302 CT: 174604 MH: 1483463
1 @ 100.00 = 100.00 DKGM LLC # 2

W134072



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

FILED EFFECTIVE

(Instructions on back of application)

2014 FEB -5 AM 8:57

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Unit 1 LLC

2. The complete street and mailing addresses of the initial designated office:

726 North 2100 East, St Anthony, ID 83445

(Street Address)

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

George Crapo

(Name)

726 North 2100 East, St Anthony, ID 83445

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Name

George Crapo

Address

726 North 2100 East, St Anthony, ID 83445

5. Mailing address for future correspondence (annual report notices):

726 North 2100 East, St Anthony, ID 83445

6. Future effective date of filing (optional):

Signature of a manager, member or authorized person.

Signature

Typed Name: George Crapo

Signature

Typed Name:

Secretary of State use only

IDAHO SECRETARY OF STATE
02/05/2014 05:00
CK: 3981 CT: 29627 MH: 149363
1 @ 180.00 = 180.00 ORGAN LLC # 2

W01340226



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

FILED EFFECTIVE

(Instructions on back of application)

2014 FEB - 7 AM 9:18

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Unit 2 LLC

2. The complete street and mailing addresses of the initial designated office:

435 North 1500 East, Saint Anthony, ID 83445

(Street Address)

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

Richard Crapo

(Name)

435 North 1500 East, Saint Anthony, ID 83445

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Name

Richard Crapo

Address

435 North 1500 East, Saint Anthony, ID 83445

5. Mailing address for future correspondence (annual report notices):

435 North 1500 East, Saint Anthony, ID 83445

6. Future effective date of filing (optional):

Signature of a manager, member or authorized person.

Signature

Typed Name:

Richard L Crapo

Signature

Typed Name:

Secretary of State uses only

IDAHO SECRETARY OF STATE
02/07/2014 05:00
CR: 2232 CT: 174538 MH: 149367
1 @ 100.00 = 100.00 ORSAN LLC 8 2

W134128

No. L 3457		Due no later than Jun 30, 2015 Annual Report Form				2. Registered Agent and Address (NO PO BOX)	
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080		1. Mailing Address: Correct in this box if needed. BRG LIMITED PARTNERSHIP RICHARD L CRAPO 1908 E 500 N ST ANTHONY ID 83445				RICHARD L CRAPO 1908 E 500 N ST ANTHONY 83445	
NO FILING FEE IF RECEIVED BY DUE DATE						3. New Registered Agent Signature:*	
Office Held	Name	Street or PO Address	City	State	Country	Postal Code	
GENERAL PARTNER	GEORGE M CRAPO	726 N 2100 E	ST ANTHONY	ID	USA	83445	
GENERAL PARTNER	BRUCE K CRAPO	680 N 2100 E	ST ANTHONY	ID	USA	83445	
GENERAL PARTNER	RICHARD L CRAPO	435 N 1500 E	ST ANTHONY	ID	USA	83445	
5. Organized Under the Laws of:		6. Annual Report must be signed.*					
ID L 3457	Signature: George M Crapo		Date: 04/17/2015		Title: Partner		
Processed 04/17/2015		* Electronically provided signatures are accepted as original signatures.					

WHEN RECORDED RETURN TO:
DuPree Law Offices, P.C.
P.O. Box 723
Rexburg, Idaho 83440

Microfilm No. **553115**
At 2:22 Day May 2015 P M
ABIE MACE
FREMONT CO RECORDER
Fee \$22
Recorded at Request of Dave Crapo

QUITCLAIM DEED

BRG Limited Partnership, an Idaho limited partnership, which took title as BRG, Limited Partnership, as GRANTOR, for a good and valuable consideration the receipt whereof is hereby acknowledged, does REMISE, RELEASE, and forever QUITCLAIM, unto Unit 1 LLC, an Idaho limited liability company, whose address is 726 North 2100 East, St. Anthony, Idaho 83445, as GRANTEE, and to GRANTEE'S successors and assigns, forever, all the real property situated in Fremont County, Idaho described on the attached Exhibit A.

SUBJECT to all easements, roadways and rights of way of record; all patent reservations, easements and rights of way for highways, roads, ditches, canals, pole, power and transmission lines as they exist; and all existing zoning ordinances and applicable building codes, laws and regulations.

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 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.

BRG LIMITED PARTNERSHIP, an
Idaho limited partnership

By: George M Crapo
George M Crapo, General Partner

By: Bruce K Crapo
Bruce K. Crapo, General Partner

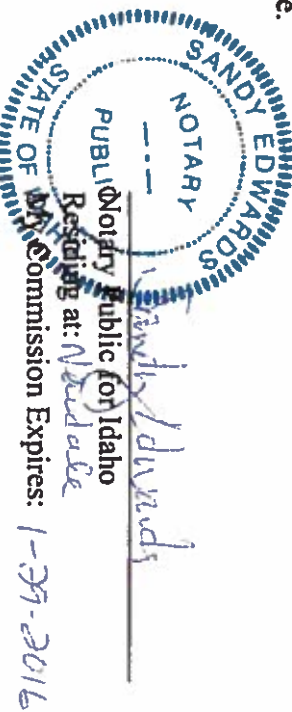
By: Richard L. Crapo
Richard L. Crapo, General Partner

553115

STATE OF IDAHO)

County of Fremont)
:ss

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



STATE OF IDAHO)

County of Fremont)
:ss

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



553115

STATE OF IDAHO)

County of Fremont) ss

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

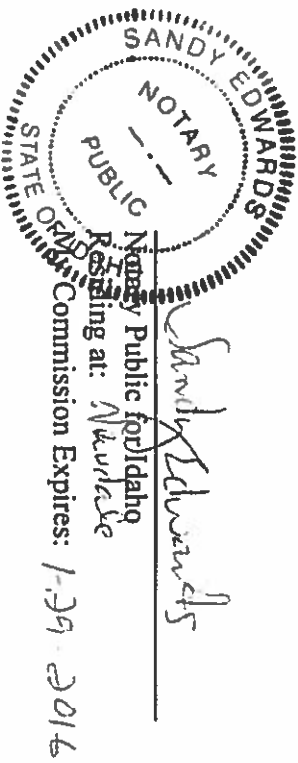


EXHIBIT A

Real Property DescriptionBlakes #5, #6, #7

Part of Sections 5, 6, 7, 8 and 9, Township 8 North, Range 41 East, B.M., Fremont County, Idaho described as:

Beginning at a point that is N00°10'22"W 1336.26 feet along the Section line, from the West 1/4 corner of said Section 8, said point being coincident with a fence corner, from which a fence line bears South and West, and running thence S89°22'21"W 1052.74 feet along said fence line to a recovered Iron Rod with plastic cap inscribed "LS 1027", coincident with a fence "T" bearing North, East and West, thence along said fence line, per a "Fence Line Survey" recorded as Instrument No. 408467, the following sixteen (16) courses: (1) N04°48'11"E 262.50 feet; (2) N39°45'48"E 274.98 feet; (3) N31°16'49"E 728.31 feet; (4) N53°59'38"E 505.11 feet; (5) N14°59'51"E 274.65 feet; (6) N46°22'21"E 480.09 feet; (7) N55°24'36"E 580.15 feet; (8) N12°29'47"E 716.57 feet; (9) N38°37'28"E 749.46 feet; (10) N56°35'05"E 889.34 feet; (11) N10°53'53"W 931.83 feet; (12) N21°56'08"E 620.62 feet; (13) N52°46'19"E 622.45 feet; (14) S78°26'06"E 983.29 feet; (15) S48°20'42"E 324.10 feet; (16) S01°50'24"E 251.46 feet the South line of Government Lot 2 of said Section 5; thence N89°55'49"E 100.90 feet along said South line to the Southwest corner of Government Lot 1; thence S00°41'14"W 1324.25 feet; thence S01°11'11"W 627.48 feet; thence S89°51'15"E 334.93 feet; thence S01°11'11"W 703.70 feet to the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 5; thence S89°51'15"E 6.18 feet to the West boundary of property described in a Warranty Deed recorded as Instrument No. 409089; thence along said West boundary the following two (2) courses: (1) S01°44'34"W 1331.69 feet to the South line of said Section 5; (2) S01°04'05"W 422.00 feet to the South boundary of property described in a Warranty Deed recorded as Instrument No. 409089; thence S89°48'48"E 1000.00 feet along said South boundary to the East line of said Section 8; thence S89°48'59"E 1176.08 feet to the Westerly Right-of-Way of Sand Creek Road; thence along said Right-of-Way the following eight (8) courses: (1) S04°31'45"W 506.81 feet; (2) S04°13'56"W 414.27 feet; (3) S03°36'39"W 84.06 feet; (4) S04°17'44"W 570.17 feet; (5) S04°51'22"W 469.83 feet; (6) S05°31'43"W 744.18 feet; (7) S06°07'38"W 597.05 feet; (8) S06°23'37"W 142.98 feet; thence S89°38'21"W 913.02 feet to the East line of said Section 8; thence N00°14'45"E 1328.83 feet along said Section line to a recovered Iron Rod marking the East 1/4 corner of said Section 8; thence N01°04'05"E along the East line of said Section 8, 1309.28 feet; thence N89°58'41"W 242.96 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 2888.62 feet;

(Curve Data: Delta = 127°24'51", R = 1298.96 feet) chord bears N89°59'08"W 2329.14 feet; thence N89°42'59"W 385.01 feet to a point on a non-tangent curve, said curve being coincident with the outside irrigation limit of an existing irrigation pivot; thence along said curve to the left

553115

2446.78 feet; (Curve Data: Delta = 107°35'43", R = 1302.94 feet) chord bears N89°42'59"W 2102.77 feet; thence N89°42'59"W 231.99 feet to the Point of Beginning.

Parcel contains 501.42 acres, and is subject to Rights-of-Way and Easements of record

SUBJECT TO all previously reserved geothermal and mineral rights and leases located upon or under the above-described real property.

WHEN RECORDED RETURN TO:
DuPre Law Offices, P.C.
P.O. Box 723
Rexburg, Idaho 83440

Microfilm No. 553180
At 12 Day May 2015
O'Clock P M
ABBIE MACE
FREMONT CO RECORDER
Fee \$ 12 - Deputy
Recorded at Request of
Danice Crapo

QUITCLAIM DEED

BRG Limited Partnership, an Idaho limited partnership, which took title as BRG, Limited Partnership, as GRANTOR, for a good and valuable consideration the receipt whereof is hereby acknowledged, does REMISE, RELEASE, and forever QUITCLAIM, unto Juniper View LLC, an Idaho limited liability company, whose address is 680 North 2100 East, St. Anthony, Idaho 83445, as GRANTEE, and to GRANTEE'S successors and assigns, forever, all the real property situated in Fremont County, Idaho described on the attached Exhibit A.

SUBJECT to all easements, roadways and rights of way of record; all patent reservations, easements and rights of way for highways, roads, ditches, canals, pole, power and transmission lines as they exist; and all existing zoning ordinances and applicable building codes, laws and regulations.

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 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.

BRG LIMITED PARTNERSHIP, an
Idaho limited partnership

By: George M Crapo
George M Crapo, General Partner

By: Bruce K Crapo
Bruce K. Crapo, General Partner

By: Richard L Crapo
Richard L. Crapo, General Partner

STATE OF IDAHO)
County of Fremont) ss

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



Notary Public for Idaho
Residing at: Meridale
My Commission Expires: 1-29-2016

STATE OF IDAHO)
County of Fremont) ss

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



Notary Public for Idaho
Residing at: Meridale
My Commission Expires: 1-29-2016

STATE OF IDAHO)
County of Fremont) ss

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

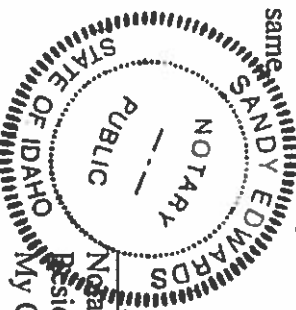

Sandy Edwards
Notary Public for Idaho
Residing at: Neenah
My Commission Expires: 1-29-2016

EXHIBIT A

Real Property Description

Blakes #1 & #2

Part of Sections 8 and 17, Township 8 North, Range 41 East, B.M., Fremont County, Idaho described as:

Commencing at the Northeast corner of said Section 17, and running thence S00°38'09"E 1890.90 feet along the East line of said Section 17; thence S88°56'02"W 187.02 feet; thence S01°03'58"E 516.44 feet; thence N90°00'00"W 1480.07 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 6214.81 feet; (Curve Data: Delta = 266°34'08", R = 1335.80 feet) chord bears N30°24'55"W 1944.81 feet to the North-South centerline of said Section 17; thence N00°18'31"W 496.23 feet along said centerline 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 2649.28 feet; (Curve Data: Delta = 120°06'29", R = 1263.80 feet) chord bears N26°04'27"W 2190.16 feet; thence N32°30'05"E 371.04 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 862.45 feet; (Curve Data: Delta = 37°55'32", R = 1302.94 feet) chord bears N44°08'18"E 846.79 feet to the East-West centerline of said Section 8; thence N89°51'28"E 357.96 feet along said centerline 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 1444.29 feet; (Curve Data: Delta = 63°42'20", R = 1298.97 feet) chord bears S66°35'16"E 1371.03 feet; thence S00°14'45"W 2118.85 feet to the North line of said Section 17; thence N89°25'12"E 1190.35 feet along said Section line to the Point of Beginning.

Parcel contains 371.91 acres, and is subject to Rights-of-Way and Easements of record.

SUBJECT TO all previously reserved geothermal and mineral rights and leases located upon or under the above-described real property.

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

Microfilm No. **553117**
Reel 10 Day May 2015
At 2:30 O'Clock P.M.
ABBE MACÉ
FREMONT CO RECORDER
Fee \$ 22.-
Recorded at Request of
Dwaine Mace

WELL JOINT USE AND EASEMENT AGREEMENT

THIS WELL JOINT USE AND EASEMENT AGREEMENT (this "Agreement") is made this 1st day of May, 2015, by and between Unit 2 LLC, an Idaho limited liability company, 435 North 1500 East, St. Anthony, Idaho 83445 (hereinafter referred to as "Unit 2") and Juniper View LLC, an Idaho limited liability company, 680 North 2100 East, St. Anthony, Idaho 83436 (hereinafter referred to as "Juniper View").

RECITALS

A. Unit 2 owns the following described real property situated in Fremont County, Idaho ("Unit 2 Property"), on which certain irrigation equipment, including a pivot known as Blakes #3, is situated:

Part of Sections 8 and 9, Township 8 North, Range 41 East, B.M., Fremont County, Idaho described as:

Commencing at a recovered Iron Rod marking the West 1/4 corner of said Section 8, and running thence N00°10'21"W 1336.27 feet along the West line of said Section 8 to a fence corner; thence S89°42'59"E 231.98 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 2446.70 feet; (Curve Data: Delta = 107°35'43", R = 1302.94 feet) chord bears S89°42'59"E 2102.77 feet; thence S89°42'59"E 385.01 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 2888.62 feet; (Curve Data: Delta = 127°24'48", R = 1298.97 feet) chord bears S89°59'08"E 2329.14 feet; thence S89°58'41"E 242.96 feet to the West line of said Section 9; thence S01°04'05"W 1309.28 feet along said Section line to a recovered Iron Rod marking the West 1/4 corner of said Section 9; thence S00°14'45"W along said Section line, 1328.83 feet; thence N89°38'21"E 913.02 feet to the Westerly Right-of-Way of Sand Creek Road; thence along said Right-of-Way the following five (5) courses; (1) S06°23'32"W 304.19 feet; (2) S07°04'21"W 134.85 feet; (3) S09°38'46"W 329.20 feet; (4) S11°22'39"W 252.41 feet; (5) S12°03'36"W 334.18 feet to the South line of said Section 9; thence N89°58'13"W 693.45 feet along said Section line to the Southwest corner of said Section 9; thence S89°25'12"W along the South line of said Section 8, 1190.35 feet; thence N00°14'45"E 2118.85 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 1444.29 feet; (Curve Data: Delta = 63°42'20", R = 1298.97 feet) chord bears N66°35'16"W 1371.03 feet to the East-West centerline of said Section 8; thence S89°51'28"W 357.96 feet along said centerline 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 2941.82 feet; (Curve Data: Delta = 129°21'53", R = 1302.94 feet) chord bears S89°51'28"W

2355.58 feet to the East-West centerline of said Section 8; thence S89°51'28"W 99.11 feet along said centerline to the Point of Beginning.

B. Juniper View owns the following described real property situated in Fremont County, Idaho ("Juniper View Property"), on which an irrigation well (the Juniper View Blakes #2 Well") is situated:

Part of Sections 8 and 17, Township 8 North, Range 41 East, B.M., Fremont County, Idaho described as:

Commencing at the Northeast corner of said Section 17, and running thence S00°38'09"E 1890.90 feet along the East line of said Section 17; thence S88°56'02"W 187.02 feet; thence S01°03'58"E 516.44 feet; thence N90°00'00"W 1480.07 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 6214.81 feet; (Curve Data: Delta = 266°34'08", R = 1335.80 feet) chord bears N30°24'55"W 1944.81 feet to the North-South centerline of said Section 17; thence N00°18'31"W 496.23 feet along said centerline 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 2649.28 feet; (Curve Data: Delta = 120°06'29", R = 1263.80 feet) chord bears N26°04'27"W 2190.16 feet; thence N32°30'05"E 371.04 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 862.45 feet; (Curve Data: Delta = 37°55'32", R = 1302.94 feet) chord bears N44°08'18"E 846.79 feet to the East-West centerline of said Section 8; thence N89°51'28"E 357.96 feet along said centerline 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 1444.29 feet; (Curve Data: Delta = 63°42'20", R = 1298.97 feet) chord bears S66°35'16"E 1371.03 feet; thence S00°14'45"W 2118.85 feet to the North line of said Section 17; thence N89°25'12"E 1190.35 feet along said Section line to the Point of Beginning.

C. Certain of the underground pipelines that lie on or under the Juniper View Property connect the Juniper View Blakes #2 Well to the Blakes #3 Pivot on the Unit 2 Property. The portions of such pipelines that lie on or under the Juniper View Property are hereinafter referred to as the "Unit 2 Connection Pipelines".

D. Unit 2 desires that Juniper View grant to Unit 2 an easement to use the Juniper View Blakes #2 Well together with Juniper View and the Unit 2 Connection Pipelines to provide water from the Juniper View Blakes #2 Well to the Blakes #3 Pivot on the Unit 2 Property and an easement to enter on, under and across the Juniper View Property to access the Juniper View Blakes #2 Well and the Unit 2 Connection Pipelines and use, maintain, inspect, repair, replace and improve the Juniper View Blakes #2 Well and the Unit 2 Connection Pipelines.

E. Unit 2 and Juniper View desire to share equally the cost to use, maintain, repair, replace and improve the Juniper View Blakes #2 Well during such time that they both use water from the Juniper View Blakes #2 Well for the benefit of their respective properties.

F. Unit 2 desires to agree to pay the costs to use, maintain, repair, replace and improve the Unit 2 Connection Pipelines.

G. Juniper View desires to grant the easement described herein, subject to the terms of this Agreement.

H. It is for the mutual benefit of both parties herein that this Agreement be put in writing.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements hereinafter contained between the parties, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. Juniper View, for itself and its successors and assigns, does hereby grant and convey to Unit 2, and Unit 2's successors and assigns, a nonexclusive easement for the use and operation of the Juniper View Blakes #2 Well together with Juniper View. Unit 2 and Juniper View shall share for the benefit of the Unit 2 Property and the Juniper View Property the Juniper View Blakes #2 Well and the water produced from it until this Agreement is terminated as provided herein.

2. All costs and expenses to use, maintain, repair, replace and improve any part of the Juniper View Blakes #2 Well shall be paid one-half by Unit 2 and one-half by Juniper View. Should Unit 2 be in default in the payment of its share of said costs and expenses, Unit 2 shall have no access to the Juniper View Blakes #2 Well and may not use the Juniper View Blakes #2 Well, or any water from it, until said costs and expenses have been paid in full.

3. All costs and expenses to use, maintain, repair, replace and improve the Unit 2 Connection Pipelines shall be paid by Unit 2.

4. Unit 2 and Juniper View each agree to pay one-half of the costs of the electrical service for, and wear and tear on, the Juniper View Well. Should Unit 2 be in default in the payment of its share of said costs and expenses, it shall have no access to the Juniper View Blakes #2 Well and may not use the Juniper View Blakes #2 Well, or any water from it, until said costs and expenses have been paid in full.

5. If any party intentionally or negligently causes damage to the Juniper View Blakes #2 Well, the party causing the damage shall immediately repair or replace the same at that party's own expense.

6. Unit 2 shall not use the easement granted herein by Juniper View in any manner as to damage the Juniper View Property or to unreasonably interfere with Juniper View's use and enjoyment of the Juniper View Property. If Unit 2 intentionally or negligently causes damage to the Juniper View Property in using the Juniper View Blakes #2 Well, the Unit 2 Connection Pipelines or the easement granted herein by Juniper View, Unit 2 shall repair the damage at Unit

2's own expense.

7. This Agreement and the easements granted herein shall terminate upon the agreement of the parties duly executed, acknowledged and recorded with the Fremont County, Idaho Recorder or at such time as Unit 2 commences use of a functional irrigation well constructed on the Unit 2 Property that supplies sufficient water to the Blakes #3 Pivot on the Unit 2 Property. In the latter event, the parties shall sign and record a notice of termination of this Agreement and the easements granted herein with the Fremont County, Idaho Recorder.

8. This Agreement is binding upon each of the parties and their respective successors and assigns. Subject to the terms of this Agreement, the easement granted herein by Juniper View to Unit 2 shall run with the land and be a burden upon the Juniper View Property for the benefit of the Unit 2 Property.

9. In any legal action relating to this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees and expenses and other costs incurred by the prevailing party.

10. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and may be amended only in writing executed and acknowledged by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

Unit 2 LLC, an Idaho limited liability
company

By: 
Richard L. Crapo, Manager

Juniper View LLC, an Idaho limited
liability company

By: 
Bruce K. Crapo, Manager

STATE OF IDAHO)
) ss
 County of Fremont)

On this 6 day of May, in the year 2015, before me, Sandy Edwards,
 a Notary Public in and for said State, personally appeared Richard L. Crapo, known or identified
 to me (or proved to me on the oath of _____), to be the Manager of the limited
 liability company that executed the instrument or the person who executed the instrument on
 behalf of such limited liability company, and acknowledged to me that such limited liability
 company executed the same.

NOTARY
 SANDY EDWARDS
 Notary Public for Idaho
 Residing at: Nevada
 My Commission Expires: 1-29-2016

STATE OF IDAHO)
) ss
 County of Fremont)

On this 6 day of May, in the year 2015, before me, Sandy Edwards,
 a Notary Public in and for said State, personally appeared Bruce K. Crapo, known or identified
 to me (or proved to me on the oath of _____), to be the Manager of the limited
 liability company that executed the instrument or the person who executed the instrument on
 behalf of such limited liability company, and acknowledged to me that such limited liability
 company executed the same.

NOTARY
 SANDY EDWARDS
 Notary Public for Idaho
 Residing at: Nevada
 My Commission Expires: 1-29-2016

WHEN RECORDED RETURN TO:
DuPree Law Offices, P.C.
P.O. Box 723
Rexburg, Idaho 83440

Microfilm No. **553114**
6 Day May 20 15
At 2:18 O'Clock P M
ABBE MACE
FREMONT CO RECORDER
Fee \$ 15-
K Deputy
Recorded at Request of
James Crapo

QUITCLAIM DEED

BRG Limited Partnership, an Idaho limited partnership, which took title as BRG, Limited Partnership, as GRANTOR, for a good and valuable consideration the receipt whereof is hereby acknowledged, does REMISE, RELEASE, and forever QUITCLAIM, unto Unit 2 LLC, an Idaho limited liability company, whose address is 435 North 1500 East, St. Anthony, Idaho 83445, as GRANTEE, and to GRANTEE'S successors and assigns, forever, all the real property situated in Fremont County, Idaho described on the attached Exhibit A.

SUBJECT to all easements, roadways and rights of way of record; all patent reservations, easements and rights of way for highways, roads, ditches, canals, pole, power and transmission lines as they exist; and all existing zoning ordinances and applicable building codes, laws and regulations.

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 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.

BRG LIMITED PARTNERSHIP, an
Idaho limited partnership

By: George M. Crapo
George M. Crapo, General Partner

By: Bruce K. Crapo
Bruce K. Crapo, General Partner

By: Richard L. Crapo
Richard L. Crapo, General Partner

STATE OF IDAHO)

County of Fremont)
:ss

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



Sandy Edwards
Notary Public for Idaho
Residing at: Nevada
My Commission Expires: 1-29-2016

STATE OF IDAHO)

County of Fremont)
:ss

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



Sandy Edwards
Notary Public for Idaho
Residing at: Nevada
My Commission Expires: 1-29-2016

553114

STATE OF IDAHO)

County of Fremont) ss

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



Sandy Edwards
Notary Public for Idaho
Residing at: Meridian
My Commission Expires: 1-29-2016

EXHIBIT A

Real Property DescriptionBlakes #3 & #4

Part of Sections 8 and 9, Township 8 North, Range 41 East, B.M., Fremont County, Idaho described as:

Commencing at a recovered Iron Rod marking the West 1/4 corner of said Section 8, and running thence N00°10'21"W 1336.27 feet along the West line of said Section 8 to a fence corner; thence S89°42'59"E 231.98 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 2446.70 feet; (Curve Data: Delta = 107°35'43", R = 1302.94 feet) chord bears S89°42'59"E 2102.77 feet; thence S89°42'59"E 385.01 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 2888.62 feet; (Curve Data: Delta = 127°24'48", R = 1298.97 feet) chord bears S89°59'08"E 2329.14 feet; thence S89°58'41"E 242.96 feet to the West line of said Section 9; thence S01°04'05"W 1309.28 feet along said Section line to a recovered Iron Rod marking the West 1/4 corner of said Section 9; thence S00°14'45"W along said Section line, 1328.83 feet; thence N89°38'21"E 913.02 feet to the Westerly Right-of-Way of Sand Creek Road; thence along said Right-of-Way the following five (5) courses; (1) S06°23'32"W 304.19 feet; (2) S07°04'21"W 134.85 feet; (3) S09°38'46"W 329.20 feet; (4) S11°22'39"W 252.41 feet; (5) S12°03'36"W 334.18 feet to the South line of said Section 9; thence N89°58'13"W 693.45 feet along said Section line to the Southwest corner of said Section 9; thence S89°25'12"W along the South line of said Section 8, 1190.35 feet; thence N00°14'45"E 2118.85 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 1444.29 feet; (Curve Data: Delta = 63°42'20", R = 1298.97 feet) chord bears N66°35'16"W 1371.03 feet to the East-West centerline of said Section 8; thence S89°51'28"W 357.96 feet along said centerline 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 2941.82 feet; (Curve Data: Delta = 129°21'53", R = 1302.94 feet) chord bears S89°51'28"W 2355.58 feet to the East-West centerline of said Section 8; thence S89°51'28"W 99.11 feet along said centerline to the Point of Beginning.

Parcel contains 344.35 acres, and is subject to Rights-of-Way and Easements of record.

SUBJECT TO all previously reserved geothermal and mineral rights and leases located upon or under the above-described real property.

553117

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

Microfilm No. 553117
In 19 Day May 2015
At 2:30 O'Clock P.M.
ABBIE MACE
FREMONT CO RECORDER
Fee \$ 22.-
Recorded at Request of
Shane Chapp

WELL JOINT USE AND EASEMENT AGREEMENT

THIS WELL JOINT USE AND EASEMENT AGREEMENT (this "Agreement") is made this 1st day of May, 2015, by and between Unit 2 LLC, an Idaho limited liability company, 435 North 1500 East, St. Anthony, Idaho 83445 (hereinafter referred to as "Unit 2") and Juniper View LLC, an Idaho limited liability company, 680 North 2100 East, St. Anthony, Idaho 83436 (hereinafter referred to as "Juniper View").

RECITALS

A. Unit 2 owns the following described real property situated in Fremont County, Idaho ("Unit 2 Property"), on which certain irrigation equipment, including a pivot known as Blakes #3, is situated:

Part of Sections 8 and 9, Township 8 North, Range 41 East, B.M., Fremont County, Idaho described as:

Commencing at a recovered Iron Rod marking the West 1/4 corner of said Section 8, and running thence N00°10'21"W 1336.27 feet along the West line of said Section 8 to a fence corner; thence S89°42'59"E 231.98 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 2446.70 feet; (Curve Data: Delta = 107°35'43", R = 1302.94 feet) chord bears S89°42'59"E 2102.77 feet; thence S89°42'59"E 385.01 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 2888.62 feet; (Curve Data: Delta = 127°24'48", R = 1298.97 feet) chord bears S89°59'08"E 2329.14 feet; thence S89°58'41"E 242.96 feet to the West line of said Section 9; thence S01°04'05"W 1309.28 feet along said Section line to a recovered Iron Rod marking the West 1/4 corner of said Section 9; thence S00°14'45"W along said Section line, 1328.83 feet; thence N89°38'21"E 913.02 feet to the Westerly Right-of-Way of Sand Creek Road; thence along said Right-of-Way the following five (5) courses; (1) S06°23'32"W 304.19 feet; (2) S07°04'21"W 134.85 feet; (3) S09°38'46"W 329.20 feet; (4) S11°22'39"W 252.41 feet; (5) S12°03'36"W 334.18 feet to the South line of said Section 9; thence N89°58'13"W 693.45 feet along said Section line to the Southwest corner of said Section 9; thence S89°25'12"W along the South line of said Section 8, 1190.35 feet; thence N00°14'45"E 2118.85 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 1444.29 feet; (Curve Data: Delta = 63°42'20", R = 1298.97 feet) chord bears N66°35'16"W 1371.03 feet to the East-West centerline of said Section 8; thence S89°51'28"W 357.96 feet along said centerline 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 2941.82 feet; (Curve Data: Delta = 129°21'53", R = 1302.94 feet) chord bears S89°51'28"W

2355.58 feet to the East-West centerline of said Section 8; thence S89°51'28"W 99.11 feet along said centerline to the Point of Beginning.

B. Juniper View owns the following described real property situated in Fremont County, Idaho ("Juniper View Property"), on which an irrigation well (the Juniper View Blakes #2 Well") is situated:

Part of Sections 8 and 17, Township 8 North, Range 41 East, B.M., Fremont County, Idaho described as:

Commencing at the Northeast corner of said Section 17, and running thence S00°38'09"E 1890.90 feet along the East line of said Section 17; thence S88°56'02"W 187.02 feet; thence S01°03'58"E 516.44 feet; thence N90°00'00"W 1480.07 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 6214.81 feet; (Curve Data: Delta = 266°34'08", R = 1335.80 feet) chord bears N30°24'55"W 1944.81 feet to the North-South centerline of said Section 17; thence N00°18'31"W 496.23 feet along said centerline 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 2649.28 feet; (Curve Data: Delta = 120°06'29", R = 1263.80 feet) chord bears N26°04'27"W 2190.16 feet; thence N32°30'05"E 371.04 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 862.45 feet; (Curve Data: Delta = 37°55'32", R = 1302.94 feet) chord bears N44°08'18"E 846.79 feet to the East-West centerline of said Section 8; thence N89°51'28"E 357.96 feet along said centerline 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 1444.29 feet; (Curve Data: Delta = 63°42'20", R = 1298.97 feet) chord bears S66°35'16"E 1371.03 feet; thence S00°14'45"W 2118.85 feet to the North line of said Section 17; thence N89°25'12"E 1190.35 feet along said Section line to the Point of Beginning.

C. Certain of the underground pipelines that lie on or under the Juniper View Property connect the Juniper View Blakes #2 Well to the Blakes #3 Pivot on the Unit 2 Property. The portions of such pipelines that lie on or under the Juniper View Property are hereinafter referred to as the "Unit 2 Connection Pipelines".

D. Unit 2 desires that Juniper View grant to Unit 2 an easement to use the Juniper View Blakes #2 Well together with Juniper View and the Unit 2 Connection Pipelines to provide water from the Juniper View Blakes #2 Well to the Blakes #3 Pivot on the Unit 2 Property and an easement to enter on, under and across the Juniper View Property to access the Juniper View Blakes #2 Well and the Unit 2 Connection Pipelines and use, maintain, inspect, repair, replace and improve the Juniper View Blakes #2 Well and the Unit 2 Connection Pipelines.

E. Unit 2 and Juniper View desire to share equally the cost to use, maintain, repair, replace and improve the Juniper View Blakes #2 Well during such time that they both use water from the Juniper View Blakes #2 Well for the benefit of their respective properties.

F. Unit 2 desires to agree to pay the costs to use, maintain, repair, replace and improve the Unit 2 Connection Pipelines.

G. Juniper View desires to grant the easement described herein, subject to the terms of this Agreement.

H. It is for the mutual benefit of both parties herein that this Agreement be put in writing.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements hereinafter contained between the parties, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. Juniper View, for itself and its successors and assigns, does hereby grant and convey to Unit 2, and Unit 2's successors and assigns, a nonexclusive easement for the use and operation of the Juniper View Blakes #2 Well together with Juniper View. Unit 2 and Juniper View shall share for the benefit of the Unit 2 Property and the Juniper View Property the Juniper View Blakes #2 Well and the water produced from it until this Agreement is terminated as provided herein.

2. All costs and expenses to use, maintain, repair, replace and improve any part of the Juniper View Blakes #2 Well shall be paid one-half by Unit 2 and one-half by Juniper View. Should Unit 2 be in default in the payment of its share of said costs and expenses, Unit 2 shall have no access to the Juniper View Blakes #2 Well and may not use the Juniper View Blakes #2 Well, or any water from it, until said costs and expenses have been paid in full.

3. All costs and expenses to use, maintain, repair, replace and improve the Unit 2 Connection Pipelines shall be paid by Unit 2.

4. Unit 2 and Juniper View each agree to pay one-half of the costs of the electrical service for, and wear and tear on, the Juniper View Well. Should Unit 2 be in default in the payment of its share of said costs and expenses, it shall have no access to the Juniper View Blakes #2 Well and may not use the Juniper View Blakes #2 Well, or any water from it, until said costs and expenses have been paid in full.

5. If any party intentionally or negligently causes damage to the Juniper View Blakes #2 Well, the party causing the damage shall immediately repair or replace the same at that party's own expense.

6. Unit 2 shall not use the easement granted herein by Juniper View in any manner as to damage the Juniper View Property or to unreasonably interfere with Juniper View's use and enjoyment of the Juniper View Property. If Unit 2 intentionally or negligently causes damage to the Juniper View Property in using the Juniper View Blakes #2 Well, the Unit 2 Connection Pipelines or the easement granted herein by Juniper View, Unit 2 shall repair the damage at Unit

2's own expense.

7. This Agreement and the easements granted herein shall terminate upon the agreement of the parties duly executed, acknowledged and recorded with the Fremont County, Idaho Recorder or at such time as Unit 2 commences use of a functional irrigation well constructed on the Unit 2 Property that supplies sufficient water to the Blakes #3 Pivot on the Unit 2 Property. In the latter event, the parties shall sign and record a notice of termination of this Agreement and the easements granted herein with the Fremont County, Idaho Recorder.

8. This Agreement is binding upon each of the parties and their respective successors and assigns. Subject to the terms of this Agreement, the easement granted herein by Juniper View to Unit 2 shall run with the land and be a burden upon the Juniper View Property for the benefit of the Unit 2 Property.

9. In any legal action relating to this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees and expenses and other costs incurred by the prevailing party.

10. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and may be amended only in writing executed and acknowledged by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

Unit 2 LLC, an Idaho limited liability
company

By: 
Richard L. Crapo, Manager

Juniper View LLC, an Idaho limited
liability company

By: 
Bruce K. Crapo, Manager

STATE OF IDAHO)
) ss
 County of Freemont)

On this 6 day of May, in the year 2015, before me, Sandy Edwards,
 a Notary Public in and for said State, personally appeared Richard L. Crapo, known or identified
 to me (or proved to me on the oath of _____), to be the Manager of the limited
 liability company that executed the instrument or the person who executed the instrument on
 behalf of such limited liability company, and acknowledged to me that such limited liability
 company executed the same.



STATE OF IDAHO)
) ss
 County of Freemont)

On this 6 day of May, in the year 2015, before me, Sandy Edwards,
 a Notary Public in and for said State, personally appeared Bruce K. Crapo, known or identified
 to me (or proved to me on the oath of _____), to be the Manager of the limited
 liability company that executed the instrument or the person who executed the instrument on
 behalf of such limited liability company, and acknowledged to me that such limited liability
 company executed the same.

