

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 11 2016

Notice of Change in Water Right Ownership

DEPT OF WATER RESOURCES
SOUTHERN REGION

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
36-2449 ³⁶⁻⁷⁰⁴⁵	Yes ☒	36-16476	Yes ☐		Yes ☐
36-7523 ^{no split}	Yes ☒		Yes ☐	RECEIVED	Yes ☐
36-7835	Yes ☐		Yes ☐	JAN 19 2016	Yes ☐
36-7934	Yes ☐		Yes ☐		Yes ☐
36-7042	Yes ☐		Yes ☐	DEPARTMENT OF WATER RESOURCES	Yes ☐

2. Previous Owner's Name: R J L.L.C an Idaho limited liability company
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Young Farms, LLC a Delaware limited liability company
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1325 Avenue of the Americas, Suite 0703-2 New York NY 10019
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: _____
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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):
 - \$25 per undivided water right.
 - \$100 per split water right.
 - No fee is required for pending adjudication claims.

SUPPORT DATA

IN FILE # 36-2449

8. Signature: [Signature] President _____
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 DM Date 1-11-2016 Receipt No. S035202 Receipt Amt. \$325-
Approved by _____ Processed by Jmh Date 3-3-16

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Tommy Funk
Ross Farris
US Farm Trust
1250 NE Loop 410, Suite 300
San Antonio, Texas 78209

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

LINCOLN COUNTY
Recorded for:
TITLEONE - BURLEY
01:59:24 PM 12-23-2015
0000196956
No. Pages 7 Fee: \$28.00
BRENDA FARNWORTH
County Clerk
Deputy: cr
Electronically Recorded by Simplifile

15261014

(Space Above For Recorder's Use)

WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, RJ L.L.C., an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto Young Farm LLC, a Delaware limited liability company, whose current mailing address is 1325 Avenue of the Americas, Suite 0703-2, New York, NY 10019 ("Grantee"), the following described real property, located in Minidoka and Lincoln Counties, Idaho, to wit (the "Premises"):

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all water and water rights including, but not limited to, those water rights described on Exhibit C attached hereto and incorporated herein by this reference, ditches and ditch rights, storage and storage rights, irrigation company shares, rights to receive water through any irrigation district, streets, alleys and rights of way adjacent thereto, and all minerals and mineral rights appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Premises, as well in law as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances unto Grantee, its successors and assigns, forever, and subject to the matters set forth on Exhibit B to this Warranty Deed attached hereto and incorporated herein (the "Permitted Exceptions"). Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all other claims whatsoever except as excluded or excepted herein and that Grantor and its successors and assigns

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Instrument # 534523
MINIDOKA COUNTY, RUPERT, IDAHO
12-23-2016 01:21:20 PM No. of Pages: 7
Recorded for: TITLEONE - BURLEY
PATTY TEMPLE Fee: \$28.00
Ex-Officio Recorder Deputy Dana Yates
Electronically Recorded by Simplifile

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will, on demand of the Grantee or its successors or assigns, execute any instrument necessary for the further assurance of the title to the Premises that may be reasonably required.

DATED effective as of the 23rd day of December, 2015.

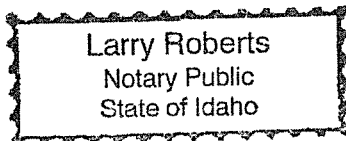
RJ L.L.C., an Idaho limited liability company

By: Richard C. Young by John A. Young
Name: Richard C. Young
Title: member

STATE OF IDAHO)
County of Cassia : ss.

On this 23rd day of December, 2015, before me, a Notary Public in and for said state, personally appeared Richard C. Young & John A. Young, known or identified to me to be the members of RJ L.L.C., and who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same in said company name.

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



Larry Roberts
Notary Public for Idaho
Residing at: Twain Falls, ID
My commission expires: 6-30-21

Exhibit A to Warranty Deed

Legal Description:

PARCEL NO. 1:
TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 12: E½

PARCEL NO. 2:
TOWNSHIP 7 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 7: NE¼ and E½NW¼.

PARCEL NO. 3
TOWNSHIP 6 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 31: Part of the W½, more particularly described as follows:

Beginning at the Southwest Corner of Section 31, said corner marked by a U.S. B.L.M. aluminum pipe with cap on top which shall be the Point of Beginning;
Thence North 00°00'57" East along the west line of Section 31 for a distance of 469.20 feet;
Thence South 89°59'03" East for a distance of 25.00 feet to a ½ inch rebar;
Thence South 89°59'03" East for a distance of 401.97 feet to a ½ inch rebar;
Thence along a non-tangent curve to the right for a distance of 191.65 feet to a ½ inch rebar, said curve having a radius of 1542.57 feet, a delta angle of 07°07'07", and a long chord bearing of North 40°34'03" West for a distance of 191.53 feet;
Thence North 17°53'02" West for a distance of 129.96 feet to a ½ inch rebar;
Thence North 01°52'51" East for a distance of 195.71 feet to a ½ inch rebar;
Thence North 24°07'21" West for a distance of 103.97 feet to a ½ inch rebar;
Thence North 57°18'59" West for a distance of 117.64 feet to a ½ inch rebar;
Thence North 89°59'03" West for a distance of 102.26 feet to a ½ inch rebar;
Thence North 89°59'03" West for a distance of 25.00 feet to the west line of Section 31;
Thence North 00°00'57" East along said line for a distance of 1548.66 feet to a U.S. G.L.O. iron pipe with brass cap on top at the West quarter Corner of Section 31;
Thence North 00°04'46" West along said line for a distance of 2642.31 feet to an iron pipe at the Northwest Corner of Section 31;
Thence South 89°53'12" East along the north line of Section 31 for a distance of 1715.51 feet to a U.S. B.L.M. aluminum pipe with cap on top at the Northeast Corner of Government Lot 1;
Thence South 89°51'26" East along said line for a distance of 1321.14 feet to a U.S. B.L.M. aluminum pipe with cap on top at the North quarter Corner of Section 31;
Thence South 00°08'40" East along the east line of the W½ of Section 31 for a distance of 5283.71 feet to a 5/8 inch rebar at the South quarter Corner of Section 31;
Thence North 89°53'36" West along the south line of Section 31 for a distance of 185.50 feet to a 5/8 inch rebar at the Northeast Corner of Section 4;
Thence North 89°51'45" West along said line for a distance of 2628.19 feet to a 3/4 inch rebar with 3 inch cap on top at the North quarter Corner of Section 4;
Thence North 89°53'23" West along said line for a distance of 233.36 feet to the Point of Beginning.

PARCEL NO. 3A:

A non-exclusive perpetual easement for access, irrigation and irrigation equipment for the benefit of Parcel No. 3, more particularly described as follows:

TOWNSHIP 6 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 31: Part of Government Lot 4, more particularly described as follows:

Beginning at the Southwest Corner of Section 31, said corner marked by a U.S. B.L.M. aluminum pipe with cap on top; Thence North 00°00'57" East along the west line of Section 31 for a distance of 1092.31 feet; Thence South 89°59'03" East for a distance of 25.00 feet to a ½ inch rebar; Thence South 89°59'03" East for a distance of 73.16 feet to the Point of Beginning;
Thence South 89°59'03" East for a distance of 29.10 feet to a ½ inch rebar;
Thence South 57°18'59" East for a distance of 117.64 feet to a ½ inch rebar;
Thence South 24°07'21" East for a distance of 103.97 feet to a ½ inch rebar;
Thence South 01°52'51" West for a distance of 195.71 feet to a ½ inch rebar;
Thence along a non-tangent curve to the right for a distance of 391.35 feet, said curve having a radius of 1505.00 feet, a delta angle of 14°53'55", and a long chord bearing of North 24°52'48" West for a distance of 390.25 feet to the Point of Beginning.

PARCEL NO. 4:

TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 4: SE¼

PARCEL NO. 5:

TOWNSHIP 7 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 4: Lots 1 and 2 and S½NE¼

Exhibit B to Warranty Deed

Permitted Exceptions

8. Taxes subsequent to the year 2015 which are a lien not yet due and payable.

9. Liens, levies and assessment of the Magic Valley Ground Water District and the rights, powers, and easements of said district as provided by law.

10. A Power Line Easement, dated April 21, 1955, executed by The Capital Co., a corporation, to Idaho Power Company, a corporation, recorded April 27, 1955 as Instrument No. 120460 in Book 36 of Deeds, Pages 31 and 32, Minidoka County records, granting a right of way and easement for the erection and continued maintenance of electrical transmission lines and other equipment over the herein described real property, together with all rights of ingress and egress. (Parcel No. 2) (Covers W $\frac{1}{2}$ NE $\frac{1}{4}$, Section 7, Township 7 South, Range 24 East Boise Meridian and additional property not included herein.)

11. Power Line Easement given by Ronald E. MacKenzie, a bachelor, to Idaho Power Company, a corporation, dated January 25, 1965, recorded August 16, 1965 as Instrument No. 117327, Lincoln County records, affecting the S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 31, Township 6 South, Range 23 East of the Boise Meridian. (Parcel No. 3)

12. Reservation contained in Patent given by the United States of America, to Ronald Edward MacKenzie, dated August 16, 1965, recorded October 7, 1965 as Instrument No. 117465, Lincoln County records, reserving a road right-of-way 25 feet in width along Lots 1, 2, 3, and 4 of Section 31, Township 6 South, Range 23 East of the Boise Meridian. (Parcel No. 3)

13. A Power Line Easement executed by Ray L. Commons and Violet Commons, husband and wife to Idaho Power Company, a corporation, dated April 6, 1970 and recorded August 18, 1970 as Instrument No. 211551, records of Minidoka County, Idaho. (Parcel No. 1) (Covers SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 12, Township 7 South, Range 23 East Boise Meridian)

14. Reservation contained in Patent given by the United States of America to Robert L. Hisaw and Edna Hisaw, dated August 5, 1966, recorded December 27, 1971 as Instrument No. 125306, Lincoln County records, reserving oil and gas rights on the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31, Township 6 South, Range 23 East of the Boise Meridian. (Parcel No. 3)

15. Power Line Easement given by B. Ernest Egan to Idaho Power Company, a corporation, dated April 14, 1973, recorded January 31, 1974 as Instrument No. 128391, Lincoln County records, affecting the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, Township 7, South, Range 23 East of the Boise Meridian. (Parcel No. 4)

16. Rights for powerline purposes as have been granted to Idaho Power Company, its successors or assigns, by right-of-way Idaho 03954, under the act of March 4, 1911, 36 Stat. 1254, as amended, 43 U.S.C. 961, as contained in Patent, recorded June 3, 1974 as Instrument No. 242485, records of Minidoka County, Idaho. (Parcel No. 1) (Covers E $\frac{1}{2}$ Section 12, Township 7 South, Range 23 East Boise Meridian)

17. A Power Line Easement, dated April 26, 1984, executed by Acequia, Inc., to Idaho Power Company, a corporation, recorded September 27, 1984 as Document No. 347885, Minidoka County records, granting a right of way and easement for the erection and continued maintenance of electrical transmission lines and other equipment over the herein described real property, together with all rights of ingress and egress. (Parcel No. 2) (Covers SW $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 7, Township 7 South, Range 24 East Boise Meridian)

18. Easement For Construction And Maintenance Of Highway executed by Richard Young and Jolynn Young, husband and wife to Minidoka County Highway District, its successors and assigns, dated March 15, 1991 and recorded March 15, 1991 as Instrument No. 396028, records of Minidoka County, Idaho. (Affects the North 25 feet of the E½ of Section 12, Township 7 South, Range 23 East of the Boise Meridian.) (The burdened parcel a portion of Parcel No. 1)

19. Effects, if any, of Easement For Construction And Maintenance Of Highway executed by Steve D. Young and Maria Young, husband and wife and Roy M. Young and Cheryl Young, husband and wife to Minidoka County Highway District, its successors and assigns, dated March 15, 1991 and recorded March 15, 1991 as Instrument No. 396029, records of Minidoka County, Idaho. (Affects the South boundary of Section 12, Township 7 South, Range 23 East of the Boise Meridian.) (The burdened parcel a portion of Parcel No. 1)

20. Power Line Easement given by Desert View Farms, Inc. to Idaho Power Company, a corporation, dated October 23, 2002, recorded January 23, 2003 as Instrument No. 174117, Lincoln County records, affecting a parcel of land in the NE¼NW¼ and SE¼NW¼ of Section 31, Township 6 South, Range 23 East of the Boise Meridian, Lincoln County, Idaho. (Parcel No. 3)

21. Power Line Easement given by Desert View Farms, Inc., to Idaho Power Company, a corporation, dated November 11, 2002, recorded January 23, 2003 as Instrument No. 174118, Lincoln County records, affecting a parcel of land in the NE¼SE¼ of Section 4, Township 7 South, Range 23 East of the Boise Meridian, Lincoln County, Idaho. (Parcel No. 4)

24. Lease dated July 31, 2012 between R J L.L.C., an Idaho limited liability company ("Lessor") and Pasco Farming, Inc., a Washington corporation ("Lessee").

Exhibit C to Warranty Deed

Water Rights

SECTION 1. EXCEPT AS EXPRESSLY RESERVED UNTO GRANTOR IN SECTION 2 BELOW, all portions of the following groundwater rights shall be included with the Premises and conveyed to Grantee:

In Section 31, T6S R23E, and Section 4, T7S R23E:

Water Right No.	Basis of Right	Priority Date	Purpose of Use	Diversion Rate (cfs)	Annual Volume (AF)	Acres	Combined Limits	
36-2449	Decree	7/26/1960	Irrigation	4.23	1,236	309	5.16 cfs 1,440 AF 360 Acres	10.33 cfs 2,600 AF 650 acres
36-7835	Decree	12/22/1978	Irrigation	3.13	1,440	360		
36-7523	Decree	2/26/1975	Irrigation, Domestic	2.68	624	156	5.17 cfs	
36-7934	License	8/19/1980	Irrigation	2.68	536	134		

In Section 12, T7S R23E, and Section 7, T7S R24E:

Water Right No.	Basis of Right	Priority Date	Purpose of Use	Diversion Rate (cfs)	Annual Volume (AF)	Acres	Combined Limits
36-7042	Decree	10/15/1968	Irrigation	5.12	1,260	315	8.52 cfs 2,220 AF 555 acres
36-16476	Decree	4/1/1953	Irrigation	3.4	960	240	

SECTION 2. GRANTOR EXPRESSLY RESERVES only the following water rights or portions thereof:

Water Right No.	Purpose of Use	Point of Diversion	Diversion Rate (cfs)
36-2449	Domestic	NWSWSW Lot 4, Sec. 31, T6S R23E	0.04

Grantor shall retain no right, title, or interest in or to any point of diversion (i.e. well) associated with the water rights described in this Exhibit except for the existing point of diversion located NWSWSW Lot 4, Sec. 31, T6S R23E. The domestic portion of water right no. 36-2449 retained by Grantor shall not be associated with any point of diversion except for the existing point of diversion located NWSWSW Lot 4, Sec. 31, T6S R23E .