

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 27 2015

DEPT OF WATER RESOURCES
SOUTHERN REGION

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
43-7042	Yes ☐		Yes ☐		Yes ☐
43-13741	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: David Condie dba Condie Brothers, a partnership
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Evard, L.L.C. an Idaho limited liability company

New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

872 East Pebble Drive Burley ID 83318

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.

8. Signature: [Signature] Title, if applicable: _____ Date: 4/23/15

Signature of new owner/claimant

Title, if applicable

Date

- Signature: _____ Title, if applicable: _____ Date: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by DM Date 4-27-2015 Receipt No. 5034721 Receipt Amt. \$25-

Approved by _____ Processed by _____ Date _____

SUPPORT DATA

IN FILE # 43-7042

When recorded, please return to:

Attn: Erik J. Bolinder
Givens Pursley LLP
6014 W. Bannock Street
Boise, Idaho 83702
2420428_2

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

GENERAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, G. Phillipp Condie, Condie Properties, L.C., a Utah limited liability company, Denise Tuttle, David J. Condie, Steven R. Condie, Tamara Beckstrand, Carleen Holladay, and George P. Condie and Geraldine Condie, all collectively as tenants-in-common (hereinafter collectively referred to as the "Grantors"), hereby grants, bargains, sells, and conveys unto Evard, L.L.C., an Idaho limited liability company, whose current address is 872 East Pebble Drive, Burley, Idaho 83318 (hereinafter referred to as the "Grantee"), all of Grantors' right, title and interest in and to the following described real property, located in Cassia County, Idaho, to wit (hereinafter referred to as the "Premises"):

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

TOGETHER WITH all of Grantors' right, title and interest in and to all water and water rights (including those certain water rights adjudicated pursuant to the Snake River Basin Adjudication Case No. 39576, referred to as water right number 43-07042) and ditch or irrigation company shares associated therewith, streets, alleys and rights of way adjacent thereto, all 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, heirs and assigns, forever.

SUBJECT TO the "Approved Exceptions", which shall mean: (a) general taxes and assessments, for the year 2015 and thereafter, which are not yet due and payable, and (b) the easements, rights of way and other matters listed on Exhibit B attached hereto and incorporated herein.

AND Grantors do hereby covenant to and with Grantee, that Grantors are collectively the sole owners of the Premises and own the Premises in its entirety in fee simple; that the Premises are free from all encumbrances except the Approved Exceptions; and that Grantors shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, against all lawful claims whatsoever except as excluded or excepted herein.

[end of text]

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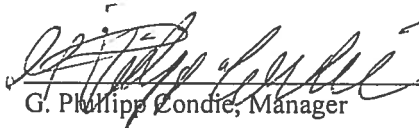
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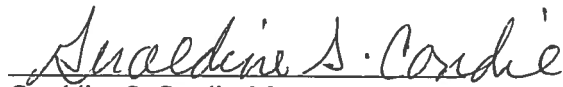
DATED effective as of the 23rd day of April, 2015.

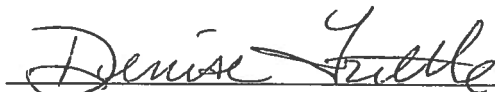
GRANTORS:

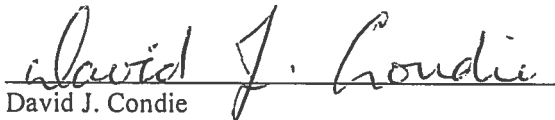

G. Philipp Condie

Condie Properties, L.C., a Utah limited liability company

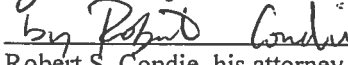

G. Philipp Condie, Manager


Geraldine S. Condie, Manager

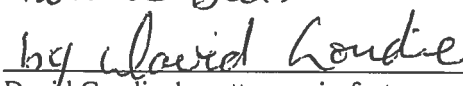

Denise Tuttle

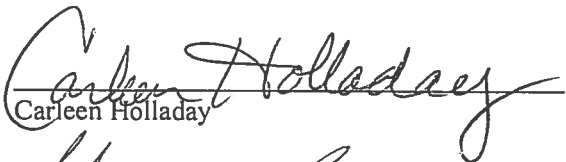

David J. Condie

Steven R. Condie

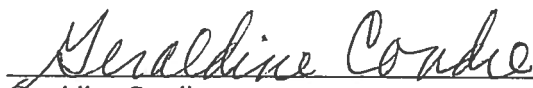

by 
Robert S. Condie, his attorney-in-fact

Tamara Beckstrand


by 
David Condie, her attorney-in-fact

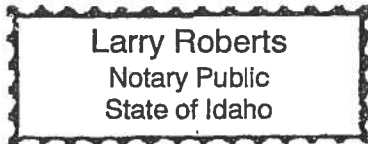

Carleen Holladay


George F. Condie


Geraldine Condie

STATE OF Idaho
County of Cassia) ss.

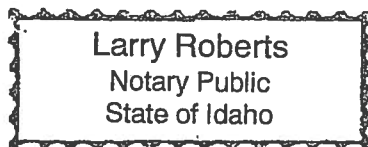
On this 23 day of April, 2015, before me, a Notary Public in and for said State, personally appeared G. Phillipp Condie, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

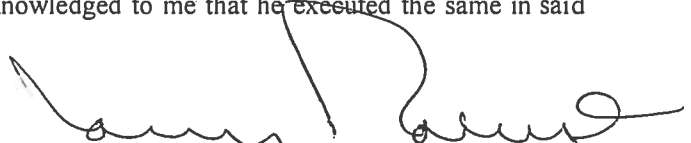



Notary Public for the State of Idaho
Residing at Sun Falls, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

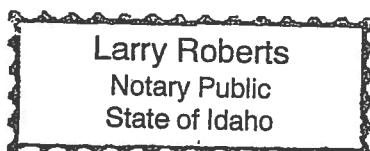
On this 23 day of April, 2015, before me, a Notary Public in and for said State, personally appeared G. Phillipp Condie, known or identified to me to be a manager of Condie Properties, L.C., a Utah limited liability company, the manager or one of the managers who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

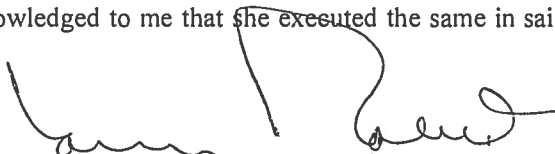



Notary Public for the State of Idaho
Residing at Sun Falls, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

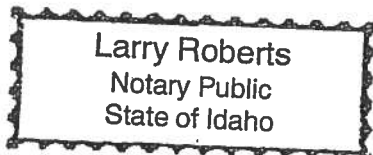
On this 23 day of April, 2015, before me, a Notary Public in and for said State, personally appeared Geraldine S. Condie, known or identified to me to be a manager of Condie Properties, L.C., a Utah limited liability company, the manager or one of the managers who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that she executed the same in said limited liability company name.




Notary Public for the State of Idaho
Residing at Sun Falls, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

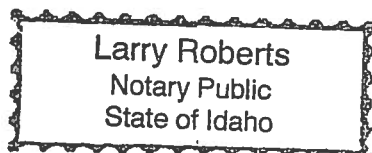
On this 22nd day of April, 2015, before me, a Notary Public in and for said State, personally appeared Denise Tuttle, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Larry Roberts
Notary Public for the State of Idaho
Residing at Turn Falls, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

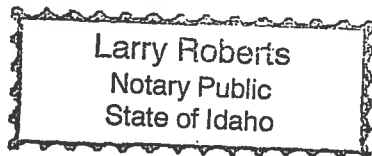
On this 22 day of April, 2015, before me, a Notary Public in and for said State, personally appeared David J. Condie, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Larry Roberts
Notary Public for the State of Idaho
Residing at Turn Falls, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

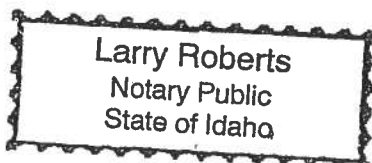
On this 22 day of April, 2015, before me, a Notary Public in and for said State, personally appeared Robert S. Condie, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Steven R. Condie, and acknowledged to me that he subscribed the name of Steven R. Condie thereto as principal, and his own name as attorney-in-fact.



Larry Roberts
Notary Public for the State of Turn Falls Idaho
Residing at Turn Falls, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

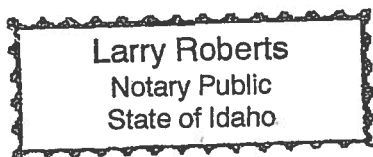
On this 22 day of April, 2015, before me, a Notary Public in and for said State, personally appeared David Condie, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Tamara Beckstrand, and acknowledged to me that he subscribed the name of Tamara Beckstrand thereto as principal, and his own name as attorney-in-fact.



[Signature]
Notary Public for the State of Idaho
Residing at Timbals, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

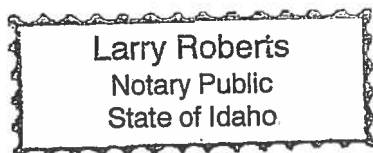
On this 22 day of April, 2015, before me, a Notary Public in and for said State, personally appeared Carleen Holladay, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



[Signature]
Notary Public for the State of Idaho
Residing at Timbals, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

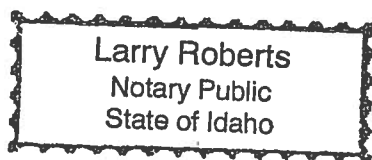
On this 23rd day of April, 2015, before me, a Notary Public in and for said State, personally appeared George P. Condie, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



[Signature]
Notary Public for the State of Idaho
Residing at Timbals, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

On this 23 day of April, 2015, before me, a Notary Public in and for said State, personally appeared Geraldine Condie, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



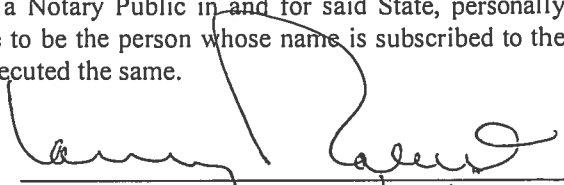

Notary Public for the State of Idaho
Residing at Juniper Falls, ID
My Commission expires: 6-30-15

EXHIBIT A

Description of Premises

TOWNSHIP 10 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Parcel No. 1:

Section 4: Lots 2 and 4, SW1/4NW1/4

Parcel No. 2:

Section 4: Lot 1, S1/2NE1/4 and S1/2

Section 5: All

Section 8: N1/2NE1/4 and NW1/4

EXCEPTING THEREFROM that part of the above Parcel Nos. 1 and 2, deeded to the State of Idaho and the Burley Highway District for road purposes.

EXHIBIT B

Approved Exceptions

1. Taxes, including any assessments collected therewith, for the year 2015 and subsequent years, which are a lien not yet due and payable.
2. Liens, levies and assessment of any and all irrigation districts, including but not limited to the Raft River Ground Water District and the rights, powers, and easements of said district as provided by law.
3. Easement as contained in Quitclaim Deed from William J. MoLyman and Hazel MoLyman, his wife, to the United States of America, dated March 20, 1924 and recorded June 18, 1924 as Instrument No. 72010 in Book 34 of Deeds on Page 103, records of Cassia County, Idaho, granting an easement to construct, reconstruct, operate, and maintain an electric power transmission line consisting of a pole line with 3 or more wires across the SW¼ of Section 8, Township 10 South, Range 28 East, Boise Meridian, said power line to enter the above described tract at a point 1785 feet, more or less, North of the Southwest corner of said Section 8, thence following a line Northeasterly across the above described tract.
4. Easement as contained in Quitclaim Deed from Johann Hornbacher and Rosie Hornbacher, husband and wife, to the United States of America, acting under the provisions of the act of Congress of June 17, 1902 (32 State. 388) known as the Reclamation Act, dated March 20, 1924, and recorded June 18, 1924 as Instrument No. 72011 in Book 34 of Deeds on Page 104, records of Cassia County, Idaho, for an easement to construct, operate and maintain an electric power transmission line across the SW¼ and the W½SE¼ of Section 4, Township 10 South, Range 28 East of the Boise Meridian.
5. Easement as contained in Warranty Deed from E. C. Griffin and Martha P. Griffin, husband and wife, to The United States of America, dated November 10, 1924, and recorded November 21, 1924, as Instrument No. 73790 in Book 34 of Deeds on Page 227, records of Cassia County, Idaho, granting an easement to construct, reconstruct, operate, and maintain an electric power line consisting of a pole line with 3 or more wires across the S½ of the N½ of Section 8, Township 10 South, Range 28 East, Boise Meridian, said power line to enter above described tract at a point 1350 feet, more or less, West of the center of said Section 8; thence following a Northeasterly direction across the above described tract.
6. Easement as contained in Warranty Deed from Asa H. Danforth and Mabel D. Danforth, husband and wife, to The United States of America, acting under the provisions of the Act of Congress of June 17, 1902 (32 Stat. 388) known as the Reclamation Act, dated November 8, 1924, and recorded December 18, 1924, as Instrument No. 74184 in Book 34 of Deeds, Page 263, records of Cassia County, Idaho, for an easement to construct, reconstruct, operate, and maintain an electric power line across the S½NE¼ of Section 4, Township 10 South, Range 28 East of the Boise Meridian.
7. Easement as contained in Quitclaim Deed from Wm. Mayer and Elizabeth Mayer, his wife, and the United States of America, acting under the provisions of the Act of Congress of June 17, 1902 (32 Stat. 388) known as the Reclamation Act, dated November 25, 1924, and recorded December 19, 1924, as Instrument No. 74190 in Book 34 of Deeds, Pages 264 and 265, records of Cassia County, Idaho, for an easement to construct, operate and maintain an electric power transmission line across the SE¼ of Section 5, Township 10 South, Range 28 East of the Boise Meridian, and the N½NE¼ of Section 8, Township 10 South, Range 28 East of the Boise Meridian.
8. Easement as contained in Warranty Deed from R. R. Rogers and Mary G. Rogers, husband and wife, to the United States of America, acting for this purpose under the provisions of the Act of Congress of June

17, 1902 (32 Stat. 388) known as the Reclamation Act, dated March 10, 1926, and recorded March 30, 1926, as Instrument No. 80650 in Book 36 of Deeds on Page 153, records of Cassia County, Idaho, for an easement to construct, reconstruct, operate and maintain an electric power transmission line across the SW¼ and the W½SE¼ of Section 4, Township 10 South, Range 28 East of the Boise Meridian.

9. Mineral Reservation contained in Warranty Deed from Ben B. Johnson and wife Dorothy A. Johnson, to Ferris H. Allen and Quentin H. Allen, dated October 29, 1952, and recorded March 23, 1954, as Instrument No. 181844 in Book 58 of Deeds on Page 398, records of Cassia County, Idaho, which reads as follows: "That the grantor reserve one-half of all oil, gas, and mineral rights in the above described property."

10. Right of Way from Conrad Rehn and Anna Rehn, husband and wife, to Salt Lake Pipe Line Company, a Nevada corporation, dated October 15, 1963, and recorded November 4, 1963 as Instrument No. 15449 on Film No. 23, records of Cassia County, Idaho, over and across the N½ of Section 3; and the S½NE¼, SW¼ of Section 8, all in Township 10 South, Range 28 East, Boise Meridian. Assignment and Assumption of Right-of-Way Interests recorded June 25, 2013 as Instrument No. 2013-002853, records of Cassia County, Idaho.

11. Right of Way Deed from John R. Condie, Jr. and JoAnn Condie, his wife, and George T. Condie, aka G. Phillip Condie, and Geraldine Condie, his wife, to the Salt Lake Pipe Line Company, a Nevada corporation, dated November 9, 1963, and recorded November 13, 1963, as Instrument No. 15570 on Film No. 23, records of Cassia County, Idaho. (Parcel No. 2) Assignment and Assumption of Right-of-Way Interests recorded June 25, 2013 as Instrument No. 2013-002853, records of Cassia County, Idaho.

12. Easement and Right-of-Way Contract from Conrad Rehn and Anna Rehn, husband and wife, to Intermountain Gas Company, dated March 15, 1962, and recorded April 27, 1962 as Instrument No. 6606 on Film No. 13, records of Cassia County, Idaho, over and across the S½ of Section 8, Township 10 South, Range 28 East, Boise Meridian.

13. Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Valley Vesta Farms, Inc., as Consumer, dated April 30, 1974, and recorded May 8, 1974, as Instrument No. 76617 on Film No. 82, records of Cassia County, Idaho, covering Section 5, Township 10 South, Range 28 East of the Boise Meridian.

14. Agreement for Purchase of Power between the Raft River Rural Electric Cooperative, Inc., as Seller and Valley Vesta Farms, Inc., Dallin J. Reese, Pres/Arlene I. Reese, Sec., as Consumer, dated May 27, 1980 and recorded June 2, 1980 as Instrument No. 126438 on Film No. 134, records of Cassia County, Idaho, over and across the SW¼ of Section 5, Township 10 South, Range 28 East of the Boise Meridian.

15. Agreement for Purchase of Power (irrigation) between the Raft River Rural Electric Cooperative, Inc., as Seller, and Valley Vesta Farms, Inc., Dallin J. Reese, Pres/Arlene I. Reese, Sec., as Consumer, dated June 10, 1981 and recorded October 9, 1981 as Instrument No. 138868 on Film No. 145, records of Cassia County, Idaho, over and across the NW¼ of Section 8, Township 10 South, Range 28 East of the Boise Meridian.

16. Electric Line - Right-of-Way Easement from Valley Vesta Farms, Inc., to Raft River Rural Electric Cooperative, Inc., a cooperative corporation, dated March 2, 1984 and recorded May 31, 1984 as Instrument No. 160960 on Film No. 165, records of Cassia County, Idaho, extending 15 feet East of the West boundary line of Section 5, Township 10 South, Range 28 East of the Boise Meridian.

17. Reservations contained in Deed from Valley Vesta Farms, Inc., to Robert G. Higgins - Trustor of the Granville Gold Trust - Switzerland, for John Clair Sumner Trustee, dated June 11, 1984 and recorded June 11, 1984 as Instrument No. 161215 on Film No. 165, records of Cassia County, Idaho.

18. Agreement For Electrical Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and G. Phillip Condie, dba Condie Brothers, Consumer, dated January 26, 2006 and recorded January 31, 2006 as Instrument No. 306445, records of Cassia County, Idaho. (Covers the NW $\frac{1}{4}$ SW $\frac{1}{4}$, of Section 8, Township 10 South, Range 28 East of the Boise Meridian)

19. Agreement for Electrical Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Evard LLC, Landowner, dated August 19, 2014 and recorded November 14, 2014 as Instrument No. 2014-004639, records of Cassia County, Idaho. (Covers the NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 8, Township 10 South, Range 28, East of the Boise Meridian)

20. Agreement for Electrical Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Evard LLC, Landowner dated September 22, 2014 and recorded November 14, 2014 as Instrument No. 2014-004640, records of Cassia County, Idaho. (Covers the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 5, Township 10 South, Range 28, East of the Boise Meridian)

When recorded, please return to:

Attn: Erik J. Bolinder
Givens Pursley LLP
6014 W. Bannock Street
Boise, Idaho 83702
2421977_2

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FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, G. Phillipp Condie, Condie Properties, L.C., a Utah limited liability company, Denise Tuttle, David J. Condie, Steven R. Condie, Tamara Beckstrand, Carleen Holladay, and G. Phillip Condie a/k/a George Phillip Condie and Geraldine Condie, husband and wife, David Condie, a single man, d/b/a Condie Brothers, a partnership, all collectively as tenants-in-common (hereinafter collectively referred to as the "Grantors"), hereby grants, bargains, sells, and conveys unto Evard, L.L.C., an Idaho limited liability company, whose current address is 872 East Pebble Drive, Burley, Idaho 83318 (hereinafter referred to as the "Grantee"), all of Grantors' right, title and interest in and to the following described real property, located in Cassia County, Idaho, to wit (hereinafter referred to as the "Premises"):

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

TOGETHER WITH all of Grantors' right, title and interest in and to all water and water rights (including those certain water rights adjudicated pursuant to the Snake River Basin Adjudication Case No. 39576, referred to as water right number 43-07042) and ditch or irrigation company shares associated therewith, streets, alleys and rights of way adjacent thereto, all 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, heirs and assigns, forever.

SUBJECT TO the "Approved Exceptions", which shall mean: (a) general taxes and assessments, for the year 2015 and thereafter, which are not yet due and payable, and (b) the easements, rights of way and other matters listed on Exhibit B attached hereto and incorporated herein.

AND Grantors do hereby covenant to and with Grantee, that Grantors are collectively the sole owners of the Premises and own the Premises in its entirety in fee simple; that the Premises are free from all encumbrances except the Approved Exceptions; and that Grantors shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, against all lawful claims whatsoever except as excluded or excepted herein.

[end of text]

When recorded, please return to:

Attn: Erik J. Bolinder
Givens Pursley LLP
6014 W. Bannock Street
Boise, Idaho 83702
2421977_2

GENERAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, G. Phillip Condie, Condie Properties, L.C., a Utah limited liability company, Denise Tuttle, David J. Condie, Steven R. Condie, Tamara Beckstrand, Carleen Holladay, and G. Phillip Condie a/k/a George Phillip Condie and Geraldine Condie, husband and wife, David Condie, a single man, d/b/a Condie Brothers, a partnership, all collectively as tenants-in-common (hereinafter collectively referred to as the "Grantors"), hereby grants, bargains, sells, and conveys unto Evard, L.L.C., an Idaho limited liability company, whose current address is 872 East Pebble Drive, Burley, Idaho 83318 (hereinafter referred to as the "Grantee"), all of Grantors' right, title and interest in and to the following described real property, located in Cassia County, Idaho, to wit (hereinafter referred to as the "Premises"):

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

TOGETHER WITH all of Grantors' right, title and interest in and to all water and water rights (including those certain water rights adjudicated pursuant to the Snake River Basin Adjudication Case No. 39576, referred to as water right number 43-07042) and ditch or irrigation company shares associated therewith, streets, alleys and rights of way adjacent thereto, all 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, heirs and assigns, forever.

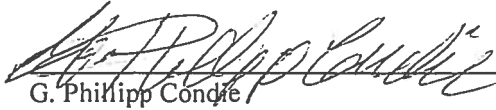
SUBJECT TO the "Approved Exceptions", which shall mean: (a) general taxes and assessments, for the year 2015 and thereafter, which are not yet due and payable, and (b) the easements, rights of way and other matters listed on Exhibit B attached hereto and incorporated herein.

AND Grantors do hereby covenant to and with Grantee, that Grantors are collectively the sole owners of the Premises and own the Premises in its entirety in fee simple; that the Premises are free from all encumbrances except the Approved Exceptions; and that Grantors shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, against all lawful claims whatsoever except as excluded or excepted herein.

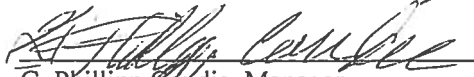
[end of text]

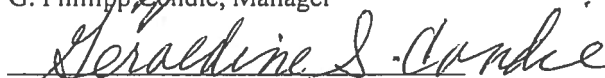
DATED effective as of the 23rd day of April, 2015.

GRANTORS:

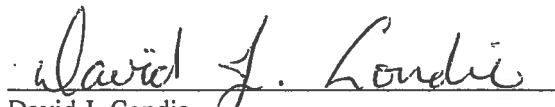

G. Phillip Condie

Condie Properties, L.C., a Utah limited liability company

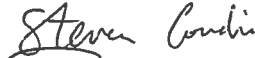
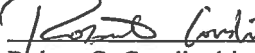

G. Phillip Condie, Manager


Geraldine S. Condie, Manager


Denise Tuttle

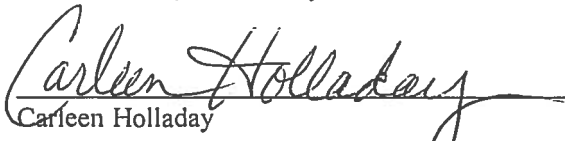

David J. Condie

Steven R. Condie


by 
Robert S. Condie, his attorney-in-fact

Tamara Beckstrand


by 
David Condie, her attorney-in-fact


Carleen Holladay

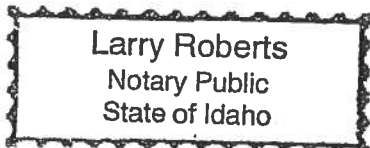

G. Phillip Condie a/k/a George Phillip Condie


Geraldine Condie


David Condie d/b/a Condie Brothers

STATE OF Idaho
County of Cassia) ss.

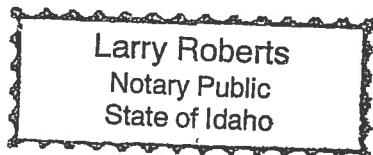
On this 23 day of April, 2015, before me, a Notary Public in and for said State, personally appeared G. Phillipp Condie, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



[Signature]
Notary Public for the State of Idaho
Residing at Winstalls, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

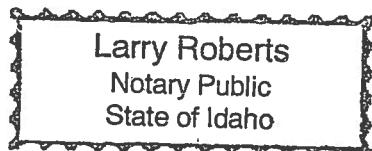
On this 23 day of April, 2015, before me, a Notary Public in and for said State, personally appeared G. Phillipp Condie, known or identified to me to be a manager of Condie Properties, L.C., a Utah limited liability company, the manager or one of the managers who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.



[Signature]
Notary Public for the State of Idaho
Residing at Winstalls
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

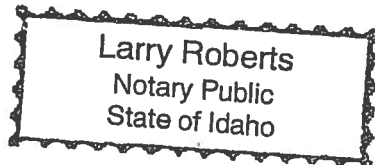
On this 23 day of April, 2015, before me, a Notary Public in and for said State, personally appeared Geraldine S. Condie, known or identified to me to be a manager of Condie Properties, L.C., a Utah limited liability company, the manager or one of the managers who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that she executed the same in said limited liability company name.



[Signature]
Notary Public for the State of Idaho
Residing at Winstalls, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

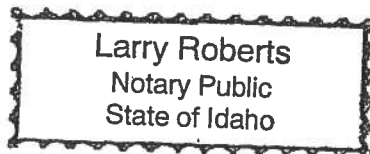
On this 22 day of April, 2015, before me, a Notary Public in and for said State, personally appeared Denise Tuttle, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



[Signature]
Notary Public for the State of Idaho
Residing at Luna Falls, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

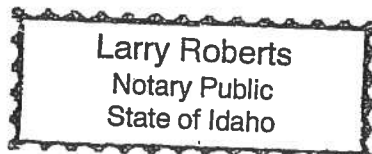
On this 22 day of April, 2015, before me, a Notary Public in and for said State, personally appeared David J. Condie, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



[Signature]
Notary Public for the State of Idaho
Residing at Luna Falls, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

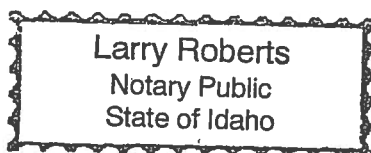
On this 22 day of April, 2015, before me, a Notary Public in and for said State, personally appeared Robert S. Condie, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Steven R. Condie, and acknowledged to me that he subscribed the name of Steven R. Condie thereto as principal, and his own name as attorney-in-fact.



[Signature]
Notary Public for the State of Idaho
Residing at Luna Falls, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

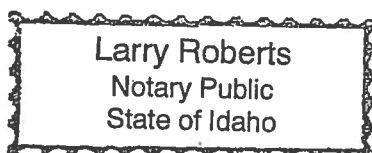
On this 22 day of April, 2015, before me, a Notary Public in and for said State, personally appeared David Condie, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Tamara Beckstrand, and acknowledged to me that he subscribed the name of Tamara Beckstrand thereto as principal, and his own name as attorney-in-fact.



[Signature]
Notary Public for the State of Idaho
Residing at Winstalls, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

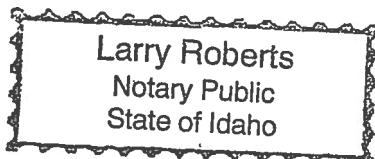
On this 22 day of April, 2015, before me, a Notary Public in and for said State, personally appeared Carleen Holladay, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



[Signature]
Notary Public for the State of Idaho
Residing at Winstalls, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

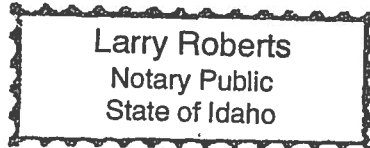
On this 23 day of April, 2015, before me, a Notary Public in and for said State, personally appeared G. Phillip Condie a/k/a George Phillip Condie, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



[Signature]
Notary Public for the State of Idaho
Residing at Winstalls, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

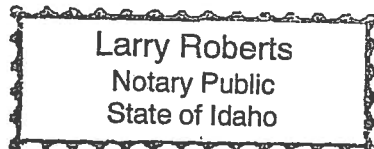
On this 23 day of April, 2015, before me, a Notary Public in and for said State, personally appeared Geraldine Condie, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.




Notary Public for the State of Idaho
Residing at Turn Falls, ID
My Commission expires: 6-30-15

STATE OF Idaho
County of Cassia) ss.

On this 22 day of April, 2015, before me, a Notary Public in and for said State, personally appeared David Condie d/b/a Condie Brothers known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.




Notary Public for the State of Idaho
Residing at Turn Falls, ID
My Commission expires: 6-30-15

EXHIBIT A

Description of Premises

TOWNSHIP 10 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 8: S1/2NE1/4 and all that part of the S1/2 lying North of an existing county road

EXCEPTING THEREFROM that part deeded to the State of Idaho and the Burley Highway District for road purposes.

EXHIBIT B

Approved Exceptions

1. Taxes, including any assessments collected therewith, for the year 2015 and subsequent years, which are a lien not yet due and payable.
2. Liens, levies and assessment of any and all irrigation districts, including but not limited to the Raft River Ground Water District and the rights, powers, and easements of said district as provided by law.
3. Easement as contained in Quitclaim Deed from William J. MoLyman and Hazel MoLyman, his wife, to the United States of America, dated March 20, 1924 and recorded June 18, 1924 as Instrument No. 72010 in Book 34 of Deeds on Page 103, records of Cassia County, Idaho, granting an easement to construct, reconstruct, operate, and maintain an electric power transmission line consisting of a pole line with 3 or more wires across the SW¼ of Section 8, Township 10 South, Range 28 East, Boise Meridian, said power line to enter the above described tract at a point 1785 feet, more or less, North of the Southwest corner of said Section 8, thence following a line Northeasterly across the above described tract.
4. Easement as contained in Quitclaim Deed from Johann Hornbacher and Rosie Hornbacher, husband and wife, to the United States of America, acting under the provisions of the act of Congress of June 17, 1902 (32 State. 388) known as the Reclamation Act, dated March 20, 1924, and recorded June 18, 1924 as Instrument No. 72011 in Book 34 of Deeds on Page 104, records of Cassia County, Idaho, for an easement to construct, operate and maintain an electric power transmission line across the SW¼ and the W½SE¼ of Section 4, Township 10 South, Range 28 East of the Boise Meridian.
5. Easement as contained in Warranty Deed from E. C. Griffin and Martha P. Griffin, husband and wife, to The United States of America, dated November 10, 1924, and recorded November 21, 1924, as Instrument No. 73790 in Book 34 of Deeds on Page 227, records of Cassia County, Idaho, granting an easement to construct, reconstruct, operate, and maintain an electric power line consisting of a pole line with 3 or more wires across the S½ of the N½ of Section 8, Township 10 South, Range 28 East, Boise Meridian, said power line to enter above described tract at a point 1350 feet, more or less, West of the center of said Section 8; thence following a Northeasterly direction across the above described tract.
6. Easement as contained in Warranty Deed from Asa H. Danforth and Mabel D. Danforth, husband and wife, to The United States of America, acting under the provisions of the Act of Congress of June 17, 1902 (32 Stat. 388) known as the Reclamation Act, dated November 8, 1924, and recorded December 18, 1924, as Instrument No. 74184 in Book 34 of Deeds, Page 263, records of Cassia County, Idaho, for an easement to construct, reconstruct, operate, and maintain an electric power line across the S½NE¼ of Section 4, Township 10 South, Range 28 East of the Boise Meridian.
7. Easement as contained in Quitclaim Deed from Wm. Mayer and Elizabeth Mayer, his wife, and the United States of America, acting under the provisions of the Act of Congress of June 17, 1902 (32 Stat. 388) known as the Reclamation Act, dated November 25, 1924, and recorded December 19, 1924, as Instrument No. 74190 in Book 34 of Deeds, Pages 264 and 265, records of Cassia County, Idaho, for an easement to construct, operate and maintain an electric power transmission line across the SE¼ of Section 5, Township 10 South, Range 28 East of the Boise Meridian, and the N½NE¼ of Section 8, Township 10 South, Range 28 East of the Boise Meridian.
8. Easement as contained in Warranty Deed from R. R. Rogers and Mary G. Rogers, husband and wife, to the United States of America, acting for this purpose under the provisions of the Act of Congress of June

17, 1902 (32 Stat. 388) known as the Reclamation Act, dated March 10, 1926, and recorded March 30, 1926, as Instrument No. 80650 in Book 36 of Deeds on Page 153, records of Cassia County, Idaho, for an easement to construct, reconstruct, operate and maintain an electric power transmission line across the SW¼ and the W½SE¼ of Section 4, Township 10 South, Range 28 East of the Boise Meridian.

9. Right of Way from Conrad Rehn and Anna Rehn, husband and wife, to Salt Lake Pipe Line Company, a Nevada corporation, dated October 15, 1963, and recorded November 4, 1963 as Instrument No. 15449 on Film No. 23, records of Cassia County, Idaho, over and across the N½ of Section 3; and the S½NE¼, SW¼ of Section 8, all in Township 10 South, Range 28 East, Boise Meridian.

Assignment and Assumption of Right-of-Way Interests recorded June 25, 2013 as Instrument No. 2013-002853, records of Cassia County, Idaho.

10. Right of Way Deed from John R. Condie, Jr. and JoAnn Condie, his wife, and George T. Condie, aka G. Phillip Condie, and Geraldine Condie, his wife, to the Salt Lake Pipe Line Company, a Nevada corporation, dated November 9, 1963, and recorded November 13, 1963, as Instrument No. 15570 on Film No. 23, records of Cassia County, Idaho. (Parcel No. 2)

Assignment and Assumption of Right-of-Way Interests recorded June 25, 2013 as Instrument No. 2013-002853, records of Cassia County, Idaho.

11. Easement and Right-of-Way Contract from Conrad Rehn and Anna Rehn, husband and wife, to Intermountain Gas Company, dated March 15, 1962, and recorded April 27, 1962 as Instrument No. 6606 on Film No. 13, records of Cassia County, Idaho, over and across the S½ of Section 8, Township 10 South, Range 28 East, Boise Meridian.

12. Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Valley Vesta Farms, Inc., as Consumer, dated April 30, 1974, and recorded May 8, 1974, as Instrument No. 76617 on Film No. 82, records of Cassia County, Idaho, covering Section 5, Township 10 South, Range 28 East of the Boise Meridian.

13. Agreement for Purchase of Power between the Raft River Rural Electric Cooperative, Inc., as Seller and Valley Vesta Farms, Inc., Dallin J. Reese, Pres/Arlene I. Reese, Sec., as Consumer, dated May 27, 1980 and recorded June 2, 1980 as Instrument No. 126438 on Film No. 134, records of Cassia County, Idaho, over and across the SW¼ of Section 5, Township 10 South, Range 28 East of the Boise Meridian.

14. Agreement for Purchase of Power (irrigation) between the Raft River Rural Electric Cooperative, Inc., as Seller, and Valley Vesta Farms, Inc., Dallin J. Reese, Pres/Arlene I. Reese, Sec., as Consumer, dated June 10, 1981 and recorded October 9, 1981 as Instrument No. 138868 on Film No. 145, records of Cassia County, Idaho, over and across the NW¼ of Section 8, Township 10 South, Range 28 East of the Boise Meridian.

15. Electric Line - Right-of-Way Easement from Valley Vesta Farms, Inc., to Raft River Rural Electric Cooperative, Inc., a cooperative corporation, dated March 2, 1984 and recorded May 31, 1984 as Instrument No. 160960 on Film No. 165, records of Cassia County, Idaho, extending 15 feet East of the West boundary line of Section 5, Township 10 South, Range 28 East of the Boise Meridian.

16. Reservations contained in Deed from Valley Vesta Farms, Inc., to Robert G. Higgins - Trustor of the Granville Gold Trust - Switzerland, for John Clair Sumner Trustee, dated June 11, 1984 and recorded June 11, 1984 as Instrument No. 161215 on Film No. 165, records of Cassia County, Idaho.

17. Mineral and Royalty Interests contained in Quitclaim Deed from AgAmerica, FCB to Northwest Farm Credit Services, FLCA, recorded May 14, 2003 as Instrument No. 288706, records of Cassia County, Idaho. (Parcel No. 3)

18. Agreement For Electrical Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and G. Phillip Condie, dba Condie Brothers, Consumer, dated January 26, 2006 and recorded January 31, 2006 as Instrument No. 306445, records of Cassia County, Idaho. (Covers the NW¼SW¼, of Section 8, Township 10 South, Range 28 East of the Boise Meridian)

19. Agreement for Electrical Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Evard LLC, Landowner, dated August 19, 2014 and recorded November 14, 2014 as Instrument No. 2014-004639, records of Cassia County, Idaho. (Covers the NW¼NW¼, Section 8, Township 10 South, Range 28, East of the Boise Meridian)

20. Agreement for Electrical Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Evard LLC, Landowner dated September 22, 2014 and recorded November 14, 2014 as Instrument No. 2014-004640, records of Cassia County, Idaho. (Covers the SE¼SE¼, Section 5, Township 10 South, Range 28, East of the Boise Meridian)

When recorded, please return to:

Attn: Erik J. Bolinder
Givens Pursley LLP
6014 W. Bannock Street
Boise, Idaho 83702
2425310_1

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

WATER RIGHTS QUITCLAIM DEED

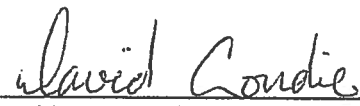
FOR VALUE RECEIVED, David Condie, a single man, d/b/a Condie Brothers, a partnership, whose current address is 4625 W. 4100 S., West Valley City, Utah 84120, ("Grantor"), does hereby release and quitclaim unto Evard, L.L.C., an Idaho limited liability company, whose current address is 872 East Pebble Drive, Burley, Idaho 83318 (collectively, "Grantee"), all of Grantor's right, title and interest in and to those certain water rights represented in the records of the Idaho Department of Water Resources by the following numbers:

43-7042 and 43-13741

TO HAVE AND TO HOLD such water rights unto the Grantee, its successors, and assigns, forever.

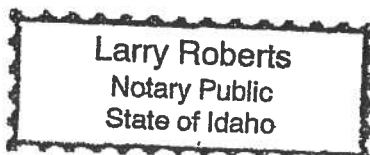
IN WITNESS WHEREOF, the undersigned Grantor has caused his name to be hereunto subscribed.

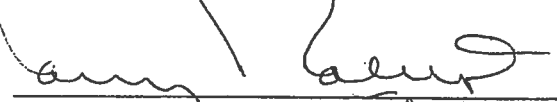
DATED effective this 23rd day of April, 2015.


David Condie, d/b/a Condie Brothers

STATE OF Idaho
County of Cassia) ss.

On this 22 day of April, 2015, before me, a Notary Public in and for said State, personally appeared David Condie d/b/a Condie Brothers known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.




Notary Public for the State of Idaho
Residing at Turn Falls, ID
My Commission expires: 6-30-15

WATER RIGHTS QUITCLAIM DEED

When recorded, please return to:

Attn: Erik J. Bolinder
Givens Pursley LLP
6014 W. Bannock Street
Boise, Idaho 83702
2425310_1

WATER RIGHTS QUITCLAIM DEED

FOR VALUE RECEIVED, David Condie, a single man, d/b/a Condie Brothers, a partnership, whose current address is 4625 W. 4100 S., West Valley City, Utah 84120, ("Grantor"), does hereby release and quitclaim unto Evard, L.L.C., an Idaho limited liability company, whose current address is 872 East Pebble Drive, Burley, Idaho 83318 (collectively, "Grantee"), all of Grantor's right, title and interest in and to those certain water rights represented in the records of the Idaho Department of Water Resources by the following numbers:

43-7042 and 43-13741

TO HAVE AND TO HOLD such water rights unto the Grantee, its successors, and assigns, forever.

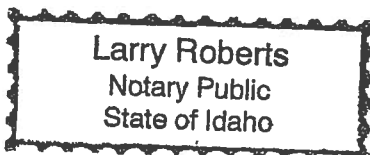
IN WITNESS WHEREOF, the undersigned Grantor has caused his name to be hereunto subscribed.

DATED effective this 23rd day of April, 2015.

David Condie
David Condie, d/b/a Condie Brothers

STATE OF Idaho
County of Cassia) ss.

On this 22 day of April, 2015, before me, a Notary Public in and for said State, personally appeared David Condie d/b/a Condie Brothers known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



[Signature]
Notary Public for the State of Idaho
Residing at Turn Falls, ID
My Commission expires: 6-30-15

WATER RIGHTS QUITCLAIM DEED



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

April 30, 2015

EVARD LLC
872 E PEBBLE DR
BURLEY ID 83318

RE: Change of Ownership for Water Right Nos. 43-7042 and 43-13741

Dear Water Right Holder(s):

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

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Trish Fawcett".

Trish Fawcett
Technical Records Specialist

Enclosure(s)

Cc: TitleOne (File 15247307)

RECEIVED

APR 27 2015

DEPT OF WATER RESOURCES
SOUTHERN REGION



TitleOne

a title & escrow co.

April 24, 2015

Trish Fawcett
ID Department of Water Resources
650 Addison Ave. West, Suite 500
Twin Falls, ID 83301

RE: Evard L.L. C.
File No. 15247307

Dear Trish:

Enclosed with this letter please find the following documents:

1. The original executed Notice of Change in Water Right Ownership.
2. A copy of the executed General Warranty Deed recorded April 23, 2015 as Instrument No. 2015-001781, records of Cassia County, Idaho.
3. A copy of the executed General Warranty Deed recorded April 23, 2015 as Instrument No. 2015-001782, records of Cassia County, Idaho.
4. A copy of the executed Water Rights Quitclaim Deed recorded April 23, 2015 as Instrument No. 2015-001783, records of Cassia County, Idaho.
5. Land Title and Escrow's check no. 2811 payable to Idaho Department of Water Resources in the amount of \$25.00 for the transfer fee.
6. Land Title and Escrow's check no. 2816 payable to Idaho Department of Water Resources in the amount of \$25.00 for the transfer fee.

Please make the necessary changes in the records to indicate Evard, L.L.C., an Idaho limited liability as the new owner. Please send a receipt copy to this office.

Very truly yours,
TITLEONE

Nancy Garrett
Administrative Assistant

LR/nrg
Enc.