

RECEIVED

DEU

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

FEB 18 2015

DEPARTMENT OF  
WATER RESOURCES

## Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

| Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? | Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 29-2302               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | 29-2429               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 29-4006               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | 29-10176              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 29-2373               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | 29-2545               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 29-110A               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | 29-7028               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 29-2374               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | 29-13395              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Rem & Ruth Labrousche, Bar O Bar Ranch, Dean Smith  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Keltop Farms, LLC  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 3010 McKinley American Falls Idaho 83211  
Mailing address City State ZIP  
(208) 226-9940  
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 is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:  
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.  
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).  
☒ Filing fee (see instructions for further explanation):  
    o \$25 per *undivided* water right.  
    o \$100 per *split* water right.  
    o No fee is required for pending adjudication claims.  
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.  
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA  
IN FILE # 29-110A

8. Signature: [Signature] [Signature] [Signature]  
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 [Signature] Date 2-18-15 Receipt No. CG99933 Receipt Amt. 425.00  
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☒ No ☐  
Name on W-9 Keltop Farms LLC Approved by [Signature] Processed by [Signature] Date 2-19-15

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**Notice of Change in Water Right Ownership**

RECEIVED

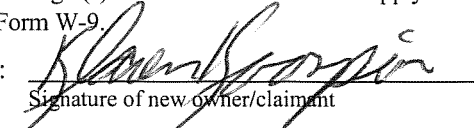
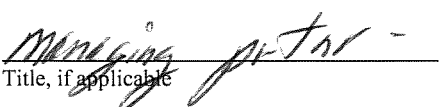
FEB 18 2015

DEPARTMENT OF  
WATER RESOURCES

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

| Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? | Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 29-10160              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | 29-10165              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 29-10161              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | 29-10177              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 29-10162              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 29-10163              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 29-10164              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Rem & Ruth Labrousche  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Keltop Farms, LLC  
New owner(s) as listed on the conveyance document      Name connector ☐ and ☐ or ☐ and/or
- 3010 McKinley      American Falls      Idaho      83211  
Mailing address      City      State      ZIP
- (208) 226-9940      \_\_\_\_\_  
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 is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:  
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.  
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).  
☒ Filing fee (see instructions for further explanation):  
     o \$25 per *undivided* water right.  
     o \$100 per *split* water right.  
     o No fee is required for pending adjudication claims.  
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.  
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature:             1-28-15  
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 YSH      Date 2-18-15      Receipt No. CO 99933      Receipt Amt. 425.00  
 Active in the Water Supply Bank? Yes ☐ No ☐      If yes, forward to the State Office for processing      W-9 received? Yes ☒ No ☐  
 Name on W-9 Keltop Farms LLC      Approved by \_\_\_\_\_      Processed by \_\_\_\_\_      Date \_\_\_\_\_

## WARRANTY DEED

For Value Received, Bar O Bar Ranch, LLC, an Idaho limited Liability Company, ("Grantor"), hereby grants, bargains, sells and conveys unto Keltop Farms, LLC, an Idaho limited Liability Company, ("Grantee"), those parcels of real property located in Caribou County, Idaho and legally described in Exhibit A, together with all water rights, including those certain water rights evidenced by 2,400 shares of stock in Toponce Canal Co. ("Water Stock") and by Idaho Department of Water Resources license nos. 29-2302, 29-2373, 29-2374, 29-2429, 29-2545, 29-4006, 29-7028, 29-10160, 29-10161, 29-10162, 29-10163, 29-10164, 29-10165, 29-10176, 29-10177, 29-13395 and 29-110A. The real property described in Exhibit A, together with its appurtenances shall be referred to hereafter as the "Property."

Grantee's address is recited below:

3010 McKinley  
American Falls, ID 83211

Grantor conveys the Property to Grantee and to its successors and assigns to have and to hold forever. Grantor does hereby covenant to and with Grantee that Grantor owns the Property; that the Property is free from all encumbrances, except as otherwise provided below, and that Grantor will forever warrant the title to the Property.

This conveyance is subject to the following:

- A. Accruing taxes for 2014 and subsequent years; government regulations and ordinances of any governmental unit; defects or claims which can be discovered by an inspection of the property; claims which are, may be, or can be established lawful easements of any kind.
- B. Those exceptions and encumbrances listed in Exhibit B to this Deed.
- C. Grantor makes no warranty with respect to water right no. 29-110(A), nor with the Water Stock, except as follows:
  - (1) Neither Grantor, nor Grantor's Principles have affirmatively transferred or conveyed water right 29-110(A) or the Water Stock to any third party;
  - (2) That water right 29-110(A) and the Water Stock are not subject to any mortgage or other security interest, except as appurtenances to the real property described in the mortgage set forth and listed in number 32 of Exhibit B to this Deed.
- D. Grantor does not warrant the boundaries of the Property, nor its physical condition. Rather, Grantor hereby conveys the Property to Grantor AS IS with respect to the Property's boundaries and its physical condition.

Grantor signed this deed on the following page.

**GRANTOR:**  
**Bar O Bar Ranch, LLC**

Date: 12-22-14

Remy Labrouche  
Remy Labrouche, authorized member

Date: 12-22-14

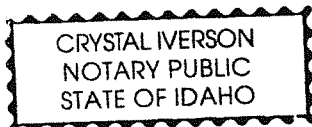
Ruth Labrouche  
Ruth Labrouche, authorized member

STATE OF IDAHO                    )  
                                              :SS.  
County of Bannock                )

On this 22 day of December, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Remy Labrouche** and **Ruth Labrouche**, known to me to be the authorized members of **Bar O Bar Ranch, LLC** that executed the within instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

(SEAL)



Crystal Iverson  
NOTARY PUBLIC STATE OF IDAHO  
Residing at: P.O. Box 4412 ID  
My commission expires: 4/23/16

CARIBOU COUNTY:

Township 7 South, Range 38 East of the Boise Meridian:

Section 12: Lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ . EXCEPT THEREFROM, any portion thereof lying within the right of way of County Roads.

Section 14: W $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ .

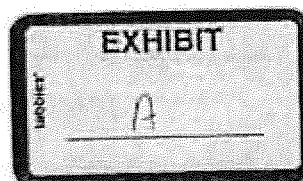
Section 15: E $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ .

Section 22: A tract of land in the N $\frac{1}{2}$ N $\frac{1}{2}$  of said Section 22, more particularly described as follows:

Beginning at the Northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 22, and running Thence South approximately 940 feet to an existing fence line;  
Thence in a Northwesterly direction along an existing fence line approximately 1550 feet;  
Thence in a Northerly directly along an existing fence line approximately 250 feet to the North section line of said Section 22;  
Thence East approximately 1360 feet along the Section line, to the Point of Beginning.

Section 23: N $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , ALSO, Beginning at the Southeast Corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 23, and running  
Thence Northwesterly along a ditch, 980 feet, more or less, to an existing fence line;  
Thence Northeasterly along said fence line 1910 feet, more or less, to a point on the West 1/16th line, which point is 2060 feet, more or less, North of the point of beginning;  
Thence South along the West 1/16th line 2060 feet, more or less, to the Point of Beginning.

ALSO, Beginning at the Southeast corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; Thence Northwesterly along a ditch 980 feet, more or less, to an existing fence line, said point being the True Point of Beginning and running  
Thence Northeasterly along said fence line 2245 feet, more or less, to a point on the West 1/16th line, which point is 203.31 feet, more or less, East of the Northwest corner of the SW $\frac{1}{4}$ ;



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WRT [Signature] 10/12

Thence East 1404.16 feet, more or less, to a fence line as described in Warranty Deed Instrument No. 176249, said fence line being 1025.54 feet, more or less, West of the Westerly right of way line of the Kelly-Toponce Road;  
Thence Southwesterly 2515.17 feet, more or less,  
to the Point of Beginning.

EXCEPT THEREFROM, the following five (5) tracts:

1. NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$  and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ .

2. Beginning at a point 2221.5 feet East and 25 feet South of the Northwest corner of Section 23, and running  
Thence South 290.4 feet;  
Thence East 150 feet;  
Thence North 290.4 feet;  
Thence West 150 feet,  
to the Point of Beginning.

3. Beginning at a point 400 feet North of the Southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 23, and running  
Thence West 220 feet;  
Thence North 130 feet;  
Thence East 220 feet;  
Thence South 130 feet,  
to the Point of Beginning.

4. Beginning at a point 1300 feet South of the Northwest corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 23, and running  
Thence South 600 feet;  
Thence North 26°33'54" East 670.82 feet, more or less, to the latitudinal center line;  
Thence West 300 feet,  
to the Point of Beginning.

5. Beginning at a point 330 feet North of the Southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 23, and running  
Thence West 660 feet;  
Thence South 330 feet;  
Thence East 660 feet;  
Thence North 330 feet,  
to the Point of Beginning. (ALSO described as the S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ )

Section 24: NW $\frac{1}{4}$ NW $\frac{1}{4}$ .

Section 26: W $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$  lying South and East of the Kelly-Toponce County Road, as presently located.

Section 27: S $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ .

Township 7 South, Range 39 East of the Boise Meridian:

Section 4: SE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ .

Section 9: E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$ . EXCEPT THEREFROM, Beginning at the Southwest Corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , and running  
Thence North 179 feet along the West boundary line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Thence East 185 feet;  
Thence South 179 feet to the South boundary line of said Section;  
Thence West 185 feet along the Section line,  
to the Point of Beginning.

Section 17: N $\frac{1}{2}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ .

EXCEPT THEREFROM, the following described two (2) tracts:

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WRT *[Signature]* KKK

1. Beginning at the Northeast Corner of said Section 17, and running  
Thence West along the North boundary of said Section 17, 650 feet;  
Thence South at right angles 165 feet;  
Thence East at right angles 650 feet, to the East boundary of said Section 17;  
Thence North along said East boundary 165 feet,  
to the Point of Beginning.

2. Beginning at a point on the North boundary of said Section 17, 3385.5 feet West of  
the Northeast Corner of said Section 17, and running  
Thence West along the North boundary of said Section 17, 525 feet;  
Thence South at right angles 415 feet;  
Thence East at right angles 525 feet;  
Thence North 415 feet,  
to the Point of Beginning.

Sections 19 and 30: A tract of land located in the S $\frac{1}{2}$ SE $\frac{1}{4}$  and Lot 4 of Section 19 and  
the N $\frac{1}{2}$ NE $\frac{1}{4}$  and Lot 1 of Section 30, more particularly described as follows:

Beginning at a fence corner which is the accepted Northeast Corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$   
of said Section 19, Township and Range aforesaid, and running  
Thence South 89°36' West 678.48 feet;  
Thence South 40°21' West 531.03 feet;  
Thence South 53°22' West 543.3 feet;  
Thence North 89°44' West 1892.22 feet to the Easterly right of way line of a County  
Road;  
Thence following said right of way South 2°59' East 407.19 feet;  
Thence following said right of way to a point South 30° East 1543.07 feet, said right  
of way line consists of a series of irregular curves:  
Thence along said right of way South 1°44' West 164.87 feet to the Intersection of  
the North line of another County Road right of way;  
Thence North 88°38' East along said right of way 2569.87 feet to the East line of said  
Section 30, Township and Range aforesaid;  
Thence North along said East line 2575.18 feet,  
to the Point of Beginning.

EXCEPT THEREFROM, any portion thereof lying within the right of way of County  
Roads.

Commonly known as: vacant land, ID

Accepted & Approved  
WRT JPS KHL

## EXHIBIT B

1. Right-of-way or easement of County Roads, including but not limited to: Stalker Road, Hansen Road, Nipper Road, Wood Road, Kelly-Toponce Road, King Creek Road, Miles Road, Grimm Road and Coffman Road.
2. Rights of the public in and to that portion of said premises lying within Eighteen Mile Creek, King Creek, Smith Creek, Twenty Four Mile Creek, Portneuf River and Toponce Creek.
3. Easement for canal granted to Portneuf Marsh Valley Irrigation Company of Idaho, a corporation, recorded June 23, 1914, in Book 29 of Deeds, Page 25. Said instrument affects the SE1/4 of Section 23, T. 7 S., R. 38 E., B.M.
4. Easement for canal granted to Portneuf Marsh Valley Irrigation Company, a limited corporation, recorded April 10, 1915, in Book 3 of Deeds, Page 10. Said instrument affects the SE1/4SW1/4 and SW1/4SE1/4 of Section 23, T. 7 S., R. 38 E., B.M.
5. Easement for canal granted to Portneuf Marsh Valley Irrigation Company, a corporation, recorded December 9 1951, in Book 29 of Deeds, Page 547, as Instrument No. 42952. Said Easement affects Sections 7, 8, 17 and 18, T. 7 S., R. 39 E., B.M.
6. Easement granted to Mountain States Telephone and Telegraph Co., recorded April 23, 1919, in Book 36 of Deeds, page 380, as Instrument No. 68627. Said instrument affects Lot 4, Section 19 and Lot 1, and the NW1/4NE1/4 of Section 30, T. 7 S., R. 39 E., B.M.
7. Easement granted to Utah Power & Light Company, a corporation, recorded February 21, 1946, in Book 95 of Deeds, page 178, as Instrument No. 243230. Said instrument affects the SW1/4 of Section 26, T. 7 S., R. 38 E., B.M.
8. Easement granted to Utah Power & Light Company, a corporation, recorded February 21, 1946, in Book 95 of Deeds, page 178, as Instrument No. 243231. Said instrument affects the SW1/4 of Section 23, T. 7 S., R. 38 E., B.M.
9. Easement granted to Utah Power & Light Company, a corporation, recorded February 21, 1946, in Book 95 of Deeds, page 179, as Instrument No. 243232. Said instrument affects the NW1/4NE1/4 of Section 23, T. 7 S., R. 38 E., B.M.
10. Easement granted to Utah Power & Light Company, a corporation, recorded February 21, 1946, in Book 95 of Deeds, page 180, as Instrument No. 243234. Said instrument affects Lots 3 and 4, Section 19, T. 7 S., R. 38 E., B.M.
11. Easement granted to Utah Power & Light Company, a corporation, recorded February 21, 1946, in Book 35 of Deeds, page 156, as Instrument No. 243235. Said instrument affects Lots and 2, Section 30, T. 7 S., R. 38 E., B.M.

Accepted & Approved:

WRT JKK KKK

12. Easement granted to Utah Power & Light Company, a corporation, recorded March 2, 1946, in Book 95 of Deeds, page 254, as Instrument No. 243545. Said instrument affects the NW1/4NW1/4 of Section 17, T. 7 S., R. 39 E., B.M.
13. Grant of an undivided 15/16th interest in all oil, gas and other minerals to R. W. Slemaker, and those claiming under him, by document recorded November 13, 1951, as Instrument No. 29838, in Book 13 of Deeds, at page 630. Said instrument affects Section 17, T. 7 S., R. 39 E., B.M, together with the appurtenant rights to use the surface of the land.
14. Easement granted to Utah Power & Light Company, a corporation, recorded November 24, 1953, as Instrument No. 33412. Said instrument affects the NE1/4SW1/4 of Section 26, T. 7 S., R. 38 E., B.M.
15. Easement granted to Utah Power & Light Company, a corporation, recorded October 1, 1954, as Instrument No. 34658. Said instrument affects S1/2SW1/4 and NE1/4SW1/4 of Section 26, T. 7 S., R. 38 E., B.M..
16. Easement for road and adjacent easements granted to Caribou County, State of Idaho, recorded September 14, 1954, as Instrument No. 34551. Said instrument affects the W1/2 of Section 23, T. 7 S., R. 38 E., B.M.
17. Easement granted to Utah Power & Light Company, a corporation, recorded October 1, 1954, in Book 38 of Deeds, page 318, as Instrument No. 34661. Said instrument affects NW1/4NE1/4 of Section 23, T. 7 S., R. 38 E., B.M.
18. Easement granted to Utah Power & Light Company, a corporation, recorded September 25, 1956, in Book 39 of Deeds, page 490, as Instrument No. 38288. Said instrument affects the N1/2NE1/4 of Section 30, T. 7 S., R. 39 E., B.M..
19. Easement granted to Utah Power & Light Company, a corporation, recorded March 28, 1958, in Book 41 of Deeds, page 15, as Instrument No. 40747. Said instrument affects the NE1/4SE1/4 and SE1/4NE1/4 of Section 17, T. 7 S., R.39 E., B.M.
20. Easement granted to Utah Power & Light Company, a corporation, recorded November 3, 1958, in Book 41 of Deeds, page 451, as Instrument No. 41836. Said instrument affects the SE1/4SW1/4 and S1/2SE1/4 of Section 9, T. 7 S., R. 39 E., B.M.
21. Easement granted to Utah Power & Light Company, a corporation, recorded June 1, 1960, in Book 43 of Deeds, page 118, as Instrument No. 44586. Said instrument affects the NE1/4NW1/4 and N1/2NE1/4 of Section 17, T. 7 S., R. 39 E., B.M.
22. Easement granted to Utah Power & Light Company, a corporation, recorded June 1, 1960, in Book 43 of Deeds, page 120, as Instrument No. 44588. Said instrument affects the E1/2SW1/4 of Section 9, T. 7 S., R. 39 E., B.M.

Accepted & Approved

WRT *[Signature]* KKK

23. Easement granted to Utah Power & Light Company, a corporation, recorded June 1, 1960, in Book 43 of Deeds, page 121, as Instrument No. 44589. Said instrument affects the SE1/4SW1/4 of Section 4, and E1/2NW1/4 of Section 9, T. 7 S., R. 39 E., B.M.
24. Easement granted to Utah Power & Light Company, a corporation, recorded June 1, 1960, in Book 43 of Deeds, page 238, as Instrument No. 44926. Said instrument affects the S1/2SE1/4 and SE1/4SW1/4 of Section 9, T. 7 S. R. 39 E. B.M.
25. Easement granted to Utah Power & Light Company, a corporation, recorded October 26, 1967, as Instrument No. 61845. Said instrument affects the SW1/4SE1/4 and SE1/4SW1/4 of Section 23, T. 7 S., R. 38 E., B.M.
26. Easement for buried irrigation pipeline granted to The Federal Land Bank, recorded April 7, 1986, as Instrument No. 127600. Said instrument affects Section 23, T. 7 S., R. 38 E., B.M.
27. Easement for buried irrigation pipeline granted to The Federal Land Bank, recorded April 7, 1986, as Instrument No. 127601. Said instrument affects Section 23, T. 7 S., R. 38 E., B..
28. Provisions for ingress and egress reserved in deed to Delmo Smith and Mada Smith, husband and wife, recorded December 11, 1987, as Instrument No. 133242. Said instrument affects Section 12, T. 7 S., R. 38 E., B.M..
29. Easement for slurry line granted to J. R. Simplot, a Nevada Corporation, recorded November 27, 1989, as Instrument No. 137872, and corrected by Instrument No. 142234 which was rerecorded under Instrument No. 142257. Said instrument affect the W1/2W1/2 of Section 14, SE1/4NE1/4 of Section 15, N1/2NE1/4 of Section 23, and the NW1/4NW1/4 of Section 24, T. 7 S., R. 38 E., B.M.
30. Easement for slurry line granted to J. R. Simplot, a Nevada corporation, recorded January 24, 1990, as Instrument No. 138272. Said instrument affects the S1/2SE1/4 and Lot 4 of Section 19, and the N1/2NE1/4 of Section 30, T. 7 S., R. 39 E, B.M.
31. Provisions in Quitclaim Deed, recorded July 2, 2002, as Instrument No. 166322. Said instrument affects the NW1/4 of Section 17, T. 7 S., R. 39 E., B.M.
32. Mortgage dated November 5, 2012, to secure an original indebtedness of \$185,913.00, and any other amounts and/or obligations secured thereby.  
Recorded: November 5, 2012, as Instrument No. 190507  
Mortgagor: Bar O Bar LLC  
Mortgagee: United States of America, Department of Agriculture, Commodity Credit Corporation

Accepted & Approved

WRT EJB - KRS



# CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

**FILED EFFECTIVE**

2014 SEP 12 AM 8:52

SECRETARY OF STATE  
STATE OF IDAHO

1. The name of the limited liability company is:

Keltop Farms, LLC

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

3010 McKinley, American Falls, ID 83211

(Street Address)

(Mailing Address, if different than street address)

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

Klaren P. Koompin

(Name)

3010 McKinley, American Falls, ID 83211

(Street Address)

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

Name

Address

Kenneth K. Koompin

3010 McKinley, American Falls, ID 83211

Ritchey W. Toevs

2841 W. 1800 S., Aberdeen, ID 83210

Charles D. Bearup

3010 McKinley, American Falls, ID 83211

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

3010 McKinley, American Falls, ID 83211

6. Future effective date of filing (optional):

Signature of a manager, member or authorized person.

Signature

Typed Name

Klaren Koompin

Signature

Typed Name:

Secretary of State use only

IDAHO SECRETARY OF STATE

09/12/2014 05:00

CK:11424 CT:179474 BH:1441101

1@ 100.00 = 100.00 ORGAN LLC #2

W142121



State of Idaho

## DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

GARY SPACKMAN  
Director

C.L. "BUTCH" OTTER  
Governor

February 19, 2015

KELTOP FARMS LLC  
3010 MC KINLEY  
AMERICAN FALLS ID 83211

Re: Change of Ownership for Water Right Permit No(s): 29-110A, 29-2302, 29-2373, 29-2374, 29-2429, 29-2545, 29-4006, 29-7028, 29-10160, 29-10161, 29-10162, 29-10163, 29-10164, 29-10165, 29-10176, 29-10177, 29-13395

Dear Water Right Holder(s):

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records to reflect this change in ownership and has enclosed a computer-generated report 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 § 42-222 and 42-223, Idaho Code.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at [www.idwr.idaho.gov](http://www.idwr.idaho.gov).

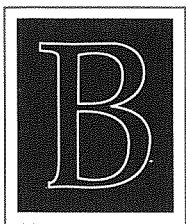
Thank you for your patience. If you have any questions concerning the enclosed information, please feel free to contact me at (208) 287-4942.

Sincerely,

Jean Hersley  
Technical Records Specialist II

Enclosure(s)

c: Brockway Engineering PLLC- Greg Sullivan  
Water District No. 29- Steve Hebdon-Watermaster



**BROCKWAY**  
ENGINEERING  
P.L.L.C.

Hydraulics

Hydrology

Water Resources

February 17, 2015

Cherie Palmer  
Idaho Water Supply Bank  
Idaho Department of Water Resources  
P.O. Box 83720  
Boise, ID 83720-0098

RECEIVED

FEB 18 2015

DEPARTMENT OF  
WATER RESOURCES

Re: Keltop Farms, LLC

Dear Mrs. Palmer:

Keltop Farms, LLC recently purchased Bar O Bar Ranch, LLC in water Basin 29. An initial review of the water rights on the farm indicated that portions of the many water rights acquired by the purchase of the Bar O Bar Ranch are eligible to be leased to the Water Supply Bank. The lease agreements vary in the number of years to be leased into the Water Supply Bank. Several of the fields are covered by multiple water rights while some are only covered by one water rights.

The attached lease applications identify the acres to be lease and each application contains an aerial map of the acres.

It is necessary to change the ownership of all of the water rights purchased from Bar O Bar Ranch, LLC into the name of Keltop Farms, LLC. An ownership change form is attached to this letter as well as a Warranty Deed.

Please copy our office on all correspondence regarding this application. Thank you for your assistance and if you have questions or comments, please don't hesitate to call.

Sincerely,

Greg Sullivan, M.S., Engineer

Cc: Klaren Kooppin

Enc: Ownership Change, Warranty Deed, Annual Report, W-9 Form, Lease Applications, Aerial Maps, Brockway Engineering Check # 12472 for \$2,425.00

CHARLES E.  
BROCKWAY,  
PH.D., P.E.

CHARLES G.  
BROCKWAY,  
PH.D., P.E.

2016 NORTH  
WASHINGTON  
STREET • SUITE 4

TWIN FALLS,  
IDAHO 83301

208•736•8543

FAX: 736•8506