

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 07 2014

Notice of Change in Water Right Ownership  
Department of Water Resources  
Eastern 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. 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? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 1-195Q OK             | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | 1-10025 OK            | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 35-10130 OK           | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> | 35-12238 OK           | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 35-2709 OK            | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 35-2708 OK            | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 35-2468 OK            | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Ralph and Paula Isom / 1st S Farms Partnership  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Farms LLC % BRAD HALL  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- Mailing address: PO Box 50620 City: Idaho Falls State: ID ZIP: 83405-0620
- Telephone: 208-528-9111 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: Nov 4, 2014
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):
- ☐ \$25 per undivided water right.
  - ☐ \$100 per split water right.
  - ☐ 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 # 1-195Q

8. Signature: [Signature] Title, if applicable: Manager Date: 11-6-14
- Signature: \_\_\_\_\_ Title, if applicable: \_\_\_\_\_ Date: \_\_\_\_\_

## For IDWR Office Use Only:

Received by Se Date 11/7/14 Receipt No. E040393 Receipt Amt. \$175.00

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 \_\_\_\_\_ Approved by JB Processed by JB Date 11/24/2014

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Shawn D. Boyle  
3875 American Way  
Idaho Falls, Idaho 83402

**Instrument # 1484895**  
IDAHO FALLS, BONNEVILLE, IDAHO  
11-4-2014 01:41:30 PM No. of Pages: 2  
Recorded for : SHAWN D BOYLE  
RONALD LONGMORE Fee: 13.00  
Ex-Officio Recorder Deputy JS  
Index to: DEED, QUIT-CLAIM

RECEIVED  
NOV 07 2014  
Department of Water Resources  
Eastern Region

(Space Above For Recorder's Use)

### QUITCLAIM DEED

For value received BRAD HALL & ASSOCIATES, INC. ("Grantor"), does hereby release and forever quitclaim unto FARMS LLC ("Grantee"), whose address is 3875 American Way, Idaho Falls, Idaho and its heirs and assigns forever, all right, title and interest which Grantor now has or may hereafter acquire in the following described real property situated in Bonneville County, State of Idaho:

Township 3 North, Range 37 East of the Boise Meridian, Bonneville  
County, Idaho

Section 31: All

TOGETHER with the tenements, hereditaments, water rights (including but not limited to shares of the New Sweden Irrigation District and Palisades Water Users, Inc.; Idaho Department of Water Resources Water Right Nos. I-195Q, 35-10130, 35-2709, 35-2708, 35-2468; and Decree Nos. 1-10025 and 35-12238), and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits therefrom; any irrigation equipment or fixtures upon the property; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 4 day of November, 2014.

Brad Hall  
Cole Hall, Vice-President

STATE OF IDAHO )

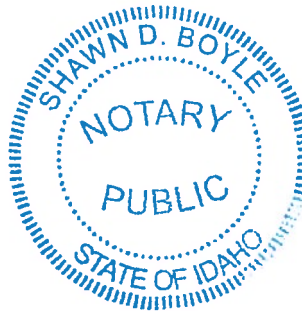
) SS.

County of Bonneville )

On this 4<sup>th</sup> day of November, in the year 2014, before me Shawn D. Boyle, personally appeared Cole Hall, known or identified to me to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.

S-D Bay  
NOTARY PUBLIC FOR IDAHO  
Residing at Bonneville County Idaho  
My Commission Expires 1-25-2019



RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Shawn D. Boyle  
3875 American Way  
Idaho Falls, Idaho 83402

RECEIVED  
NOV 07 2014  
Department of Water Resources  
Eastern Region

**Instrument # 1484894**

IDAHO FALLS, BONNEVILLE, IDAHO  
11-4-2014 01:37:33 PM No. of Pages: 2  
Recorded for : SHAWN D BOYLE  
RONALD LONGMORE Fee: 13.00  
Ex-Officio Recorder Deputy  
Index to: DEED, QUIT-CLAIM

SJ

(Space Above For Recorder's Use)

**QUITCLAIM DEED**

For value received BRAD HALL & ASSOCIATES, INC., an Idaho corporation ("Grantor"), does hereby release and forever quitclaim unto FARMS LLC, an Idaho limited liability company ("Grantee"), whose address is 3875 American Way, Idaho Falls, Idaho and its heirs and assigns forever, all right, title and interest which Grantor now has or may hereafter acquire in the following described real property situated in Bonneville County, State of Idaho:

Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho

Section 6: Government Lot 7  
SE1/4SW1/4

EXCEPTING THEREFROM ALL OF THE FOLLOWING  
DESCRIBED PROPERTY:

Beginning at the Southwest Corner of Section 6, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, being a rebar with a cap as filed for record as Instrument No. 769341, records of Bonneville County, Idaho; thence N00°47'55"W along the West line of said Section 6 a distance of 275.04 feet; thence East 3971.92 feet; thence S01°01'15"E along the West line of the Southeast Quarter of the Southeast Quarter of said Section 6 a distance of 275.04 feet; thence West along the South line of said Section 6 a distance of 1207.58 feet; thence South 2619.77 feet; thence S89°42'42"W along the South line of said North Half of Section 7, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, a distance of 2736.71 feet; thence N00°36'28"W along the West line of said Section 7 a distance of 2633.70 feet to the point of beginning.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 4<sup>th</sup> day of November, 2014.

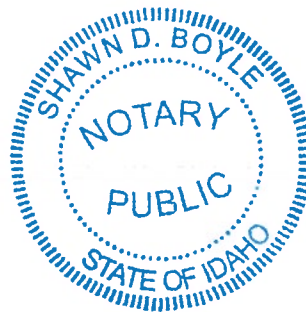
Cole Hall  
Cole Hall, Vice-President

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

On this 4<sup>th</sup> day of November, in the year 2014, before me Shawn D. Boyle, personally appeared Cole Hall, known or identified to me to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.

NOTARY PUBLIC FOR IDAHO  
Residing at Bennett County, Idaho  
My Commission Expires 1-25-2019



RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Shawn D. Boyle  
3875 American Way  
Idaho Falls, Idaho 83402

RECEIVED  
NOV 07 2014  
Department of Water Resources  
Eastern Region

**Instrument # 1484893**

IDAHO FALLS, BONNEVILLE, IDAHO

11-4-2014 01:32:24 PM No. of Pages: 4

Recorded for : SHAWN D BOYLE

RONALD LONGMORE

Fee: 19.00

Ex-Officio Recorder Deputy

Index to: DEED, QUIT-CLAIM

(Space Above For Recorder's Use)

**QUITCLAIM DEED**

For value received BRAD HALL & ASSOCIATES, INC., an Idaho corporation ("Grantor"), does hereby release and forever quitclaim unto FARMS LLC, an Idaho limited liability company ("Grantee"), whose address is 3875 American Way, Idaho Falls, Idaho and its heirs and assigns forever, all right, title and interest which Grantor now has or may hereafter acquire in the following described real property situated in Bonneville County, State of Idaho:

**Tract 1:**

Township 2 North, Range 37 East of the Boise Meridian, Bonneville  
County, Idaho

Section 6: Government Lots 2, 3, 4, 5 and 6

SW1/4 NE1/4

NW1/4 SE1/4

SE1/4 NW1/4

NE1/4 SW1/4

**Tract 2:**

Township 2 North, Range 36 East of the Boise Meridian, Bonneville  
County, Idaho

Section 1: Government Lots 1, 2, and 3

NW1/4 SE1/4

W1/2 NE1/4

NW1/4

**Tract 3:**

Township 2 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho

Section 2: NE1/4NE1/4

**Tract 4:**

Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho

Section 16: NW1/4NW1/4 less that portion lying South of the Oakland Canal  
NE1/4NW1/4

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

- a. That certain property conveyed to Bonneville County for roadway purposes by that certain Quitclaim Deed recorded as Instrument No. 782052, records of Bonneville County, Idaho.
- b. That certain property conveyed to Bonneville County for roadway purposes by that certain Quitclaim Deed recorded as Instrument No. 805493, records of Bonneville County, Idaho.

**Tract 5:**

Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho

Section 17: N1/2 NE1/4 less that portion lying East of the Oakland and Martin Canals  
SW1/4 NE1/4  
NE1/4 NW1/4  
North 80.00 feet of the W1/2 SE1/4 NW1/4  
E1/2 SE1/4 NW1/4

**Tract 6:**

Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho

Section 8: SE1/4

EXCEPTING THEREFROM ALL OF THE FOLLOWING  
DESCRIBED PROPERTY:

- a. Beginning at the Southeast Corner of Section 8, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho; running thence West 1471.00 feet along the South line of said Section 8 to the True Point of Beginning; running thence West 279.00 feet; thence North 385.00 feet; thence East 279.00 feet; thence South 385.00 to the point of beginning.
- b. That certain property conveyed to Bonneville County for roadway purposes by that certain Deed recorded at Page 403 in Book 24 of Deed Records, records of Bonneville County.

TOGETHER with the tenements, hereditaments, water rights (including but not limited to shares of the New Sweden Irrigation District and Palisades Water Users, Inc.; Idaho Department of Water Resources Water Right Nos. I-195Q, 35-10130, 35-2709, 35-2708, 35-2468; and Decree Nos. 1-10025 and 35-12238), and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits therefrom; any irrigation equipment or fixtures upon the property; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 4<sup>th</sup> day of November, 2014.

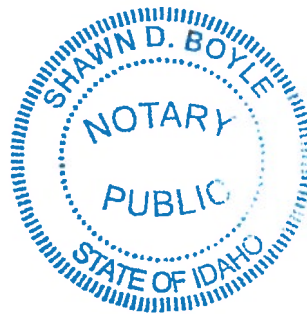
  
\_\_\_\_\_  
Cole Hall, Vice-President

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

On this 4 day of November, in the year 2014, before me  
Shawn D Boyle, personally appeared Cole Hall, known or identified to me to be  
the president, or vice-president, or secretary or assistant secretary, of the corporation that  
executed the instrument or the person who executed the instrument on behalf of said corporation,  
and acknowledged to me that such corporation 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.

S-D Boyle  
NOTARY PUBLIC FOR IDAHO  
Residing at Bonneville County Idaho  
My Commission Expires 1-25-2019



6/25

RECEIVED  
NOV 07 2014  
Department of Water Resources  
Eastern Region

## DEED IN LIEU OF FORECLOSURE

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, RALPH ISOM (a/k/a Ralph Dean Isom) and PAULA ISOM, husband and wife, the "Grantor", by these presents does grant, bargain, sell, convey, and confirm unto BRAD HALL & ASSOCIATES, INC., an Idaho corporation, the "Grantee", whose mailing address is 3875 American Way, Idaho Falls, Idaho 83402, and unto the Grantee's successors and assigns, all of the following described real property in the County of Bonneville, State of Idaho, described as follows (the "Subject Property"):

### Tract 1:

Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho

Section 6: Government Lots 2, 3, 4, 5 and 6

SW1/4 NE1/4

NW1/4 SE1/4

SE1/4 NW1/4

NE1/4 SW1/4

### Tract 2:

Township 2 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho

Section 1: Government Lots 1, 2, and 3

NW1/4 SE1/4

W1/2 NE1/4

NW1/4

**Instrument # 1483410**

IDAHO FALLS, BONNEVILLE, IDAHO

10-10-2014 04:45:15 No. of Pages: 6

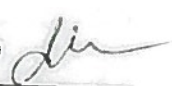
Recorded for : SHAWN BOYLE

RONALD LONGMORE

Ex-Officio Recorder Deputy

Index to: DEED

Fee: 25.00



**Tract 3:**

Township 2 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho

Section 2: NE1/4NE1/4

**Tract 4:**

Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho

Section 16: NW1/4NW1/4 less that portion lying South of the Oakland Canal  
NE1/4NW1/4

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

- a. That certain property conveyed to Bonneville County for roadway purposes by that certain Quitclaim Deed recorded as Instrument No. 782052, records of Bonneville County, Idaho.
- b. That certain property conveyed to Bonneville County for roadway purposes by that certain Quitclaim Deed recorded as Instrument No. 805493, records of Bonneville County, Idaho.

**Tract 5:**

Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho

Section 17: N1/2 NE1/4 less that portion lying East of the Oakland and Martin Canals  
SW1/4 NE1/4  
NE1/4 NW1/4  
North 80.00 feet of the W1/2 SE1/4 NW1/4  
E1/2 SE1/4 NW1/4

**Tract 6:**

Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho

Section 8: SE1/4

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

- a. Beginning at the Southeast Corner of Section 8, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho; running thence West 1471.00 feet along the South line of said Section 8 to the True Point of Beginning; running thence West 279.00 feet; thence North 385.00 feet; thence East 279.00 feet; thence South 385.00 to the point of beginning.
- b. That certain property conveyed to Bonneville County for roadway purposes by that certain Deed recorded at Page 403 in Book 24 of Deed Records, records of Bonneville County.

TOGETHER with the tenements, hereditaments, water rights (including but not limited to shares of the New Sweden Irrigation District and Palisades Water Users, Inc.; Idaho Department of Water Resources Water Right Nos. I-195Q, 35-10130, 35-2709, 35-2708, 35-2468; and Decree Nos. 1-10025 and 35-12238), and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits therefrom; any irrigation equipment or fixtures upon the property; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors, and assigns forever. The Grantor and the Grantor's successors shall warrant and defend the property in the quiet and peaceable possession of the Grantee and the Grantee's successors, and assigns, against the Grantor and the Grantor's successors, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the property as of the date hereof.

This Deed in Lieu of Foreclosure (hereinafter referred to as the "Deed"), is given in lieu of foreclosure under that certain Amended Judgment, Decree of Foreclosure and Order of Sale, *Nunc Pro Tunc*, dated June 12, 2014 (the "Judgment"), and foreclosure of (i) that certain Idaho Mortgage, Security Agreement and Fixture Filing, dated January 20, 2009, and recorded on February 20, 2009, as Instrument No. 1324286, in the records of Bonneville County, Idaho, and (ii) that certain Idaho Mortgage, Security Agreement and Fixture Filing, dated October 16, 2009, and recorded on January 6, 2010, as Instrument No. 1353434, in the records of Bonneville County, Idaho (collectively, the "Mortgages"), covering the Subject Property; provided, however, that the Grantee's judgment lien and rights under the Judgment and the Grantee's mortgage lien in and to the Subject Property shall not be deemed to have merged into this Deed, but shall survive the execution, delivery, and recording of this Deed, and the Grantee expressly reserves and retains its priority of lien in and to the Subject Property for the purpose of protecting the Grantee against any third party liens, claims or interests, known or unknown, disclosed or undisclosed, liquidated or unliquidated, of whatever kind or nature.

It is expressly covenanted and agreed by and between the parties hereto that by accepting delivery of and/or by recording this Deed (i) without impairing the debt secured by the Mortgages and the Judgment, the Grantee will thereby release the Grantor from any personal liability for any deficiency remaining on the obligations which are secured by the Mortgages and the Judgment, and any deficiency judgment related thereto, and (ii) the Grantee does not assume any liability arising out of or in connection with the ownership or use of the Subject Property by the Grantor or the Grantor's predecessors in interest.

Grantor intends by this Deed to vest absolute and unconditional title to the Subject Property in the Grantee, and to forever estop and bar the Grantor and the Grantor's heirs, representatives, successors, or assigns or anyone claiming or having any right, title, or interest of any nature whatsoever, either in law or in equity, or in possession or in expectancy, in and to the Subject Property, or any part thereof, including the Grantor's redemption rights in the event of judicial foreclosure and sale.

IN WITNESS WHEREOF, each Grantor has duly executed this instrument this 29 day of Sept., 2014.

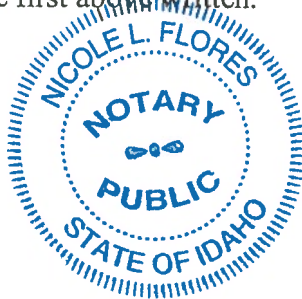
  
\_\_\_\_\_  
RALPH ISOM (a/k/a Ralph Dean Isom)

  
\_\_\_\_\_  
PAULA ISOM

STATE OF IDAHO )  
 )ss.  
County of Bonneville )

On the 26 day of September, 2014, before me, the undersigned, a notary public in and for said State, personally appeared RALPH ISOM (a/k/a Ralph Dean Isom), 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.

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

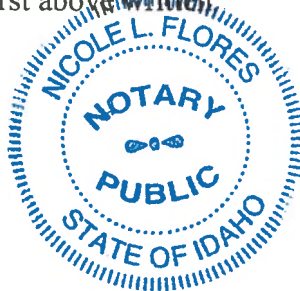


Nicole L. Flores  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: 9-14-2018

STATE OF IDAHO )  
 )ss.  
County of Bonneville )

On the 26th day of September, 2014, before me, the undersigned, a notary public in and for said State, personally appeared PAULA ISOM, 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.

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



Nicole L. Flores  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: 9-14-2018

6/25  
RECEIVED  
NOV 07 2014  
Department of Water Resources  
Eastern Region

### DEED IN LIEU OF FORECLOSURE

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, RALPH ISOM (a/k/a Ralph Dean Isom) and PAULA ISOM, husband and wife, and I & S FARMS PARTNERSHIP, an Idaho general partnership, collectively the "Grantor", by these presents does grant, bargain, sell, convey, and confirm unto BRAD HALL & ASSOCIATES, INC., an Idaho corporation, the "Grantee", whose mailing address is 3875 American Way, Idaho Falls, Idaho 83402, and unto the Grantee's successors and assigns, all of the following described real property in the County of Bonneville, State of Idaho, described as follows (the "Subject Property"):

Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho

Section 6: Government Lot 7  
SE1/4SW1/4

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

Beginning at the Southwest Corner of Section 6, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, being a rebar with a cap as filed for record as Instrument No. 769341, records of Bonneville County, Idaho; thence N00°47'55"W along the West line of said Section 6 a distance of 275.04 feet; thence East 3971.92 feet; thence S01°01'15"E along the West line of the Southeast Quarter of the Southeast Quarter of said Section 6 a distance of 275.04 feet; thence West along the South line of said Section 6 a distance of 1207.58 feet; thence South 2619.77 feet; thence S89°42'42"W along the South line of said North Half of Section 7, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, a distance of 2736.71 feet;

thence N0036'28"W along the West line of said Section 7 a distance of 2633.70 feet to the point of beginning.

TOGETHER with the tenements, hereditaments, water rights (including but not limited to shares of the New Sweden Irrigation District and Palisades Water Users, Inc.; Idaho Department of Water Resources Water Right Nos. I-195Q, 35-10130, 35-2709, 35-2708, 35-2468; and Decree Nos. 1-10025 and 35-12238), and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits therefrom; any irrigation equipment or fixtures upon the property; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors, and assigns forever. The Grantor and the Grantor's successors shall warrant and defend the property in the quiet and peaceable possession of the Grantee and the Grantee's successors, and assigns, against the Grantor and the Grantor's successors, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the property as of the date hereof.

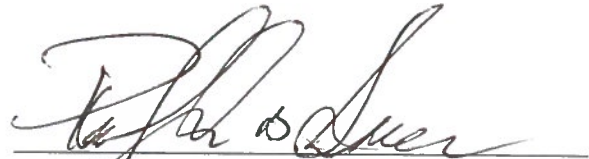
This Deed in Lieu of Foreclosure (hereinafter referred to as the "Deed"), is given in lieu of foreclosure under that certain Amended Judgment, Decree of Foreclosure and Order of Sale, *Nunc Pro Tunc*, dated June 12, 2014 (the "Judgment"), and foreclosure of (i) that certain Idaho Mortgage, Security Agreement and Fixture Filing, dated January 20, 2009, and recorded on February 20, 2009, as Instrument No. 1324286, in the records of Bonneville County, Idaho, and (ii) that certain Idaho Mortgage, Security Agreement and Fixture Filing, dated October 16, 2009, and recorded on January

6, 2010, as Instrument No. 1353434, in the records of Bonneville County, Idaho (collectively, the "Mortgages"), covering the Subject Property; provided, however, that the Grantee's judgment lien and rights under the Judgment and the Grantee's mortgage lien in and to the Subject Property shall not be deemed to have merged into this Deed, but shall survive the execution, delivery, and recording of this Deed, and the Grantee expressly reserves and retains its priority of lien in and to the Subject Property for the purpose of protecting the Grantee against any third party liens, claims or interests, known or unknown, disclosed or undisclosed, liquidated or unliquidated, of whatever kind or nature.

It is expressly covenanted and agreed by and between the parties hereto that by accepting delivery of and/or by recording this Deed (i) without impairing the debt secured by the Mortgages and the Judgment, the Grantee will thereby release the Grantor from any personal liability for any deficiency remaining on the obligations which are secured by the Mortgages and the Judgment, and any deficiency judgment related thereto, and (ii) the Grantee does not assume any liability arising out of or in connection with the ownership or use of the Subject Property by the Grantor or the Grantor's predecessors in interest.

Grantor intends by this Deed to vest absolute and unconditional title to the Subject Property in the Grantee, and to forever estop and bar the Grantor and the Grantor's heirs, representatives, successors, or assigns or anyone claiming or having any right, title, or interest of any nature whatsoever, either in law or in equity, or in possession or in expectancy, in and to the Subject Property, or any part thereof, including the Grantor's redemption rights in the event of judicial foreclosure and sale.

IN WITNESS WHEREOF, each Grantor has duly executed this instrument this 26 day of Sept, 2014.

  
RALPH ISOM (a/k/a Ralph Dean Isom)

  
PAULA ISOM

I & S FARMS PARTNERSHIP,  
an Idaho general partnership

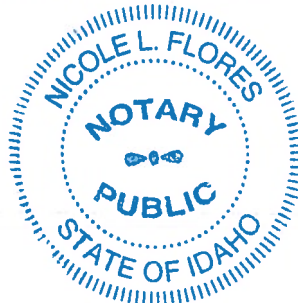
By:   
Ralph D. Isom, General Partner

By:   
Paula Isom, General Partner

STATE OF IDAHO                     )  
                                                      )ss.  
County of Bonneville             )

On the 26th day of September, 2014, before me, the undersigned, a notary public in and for said State, personally appeared RALPH ISOM (a/k/a Ralph Dean Isom), 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.

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

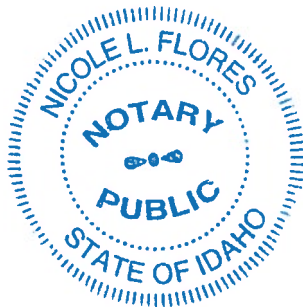


  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: 9-14-2018

STATE OF IDAHO                     )  
                                                      )ss.  
County of Bonneville             )

On the 21<sup>st</sup> day of September, 2014, before me, the undersigned, a notary public in and for said State, personally appeared PAULA ISOM, 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.

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



Nicole Flores  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: 9-14-2017

STATE OF IDAHO )  
 )ss.  
County of Bonneville )

On the 26<sup>th</sup> day of September, 2014, before me, the undersigned, a notary public in and for said State, personally appeared Ralph D. Isom, known or identified to me to one of the partners in the partnership of I & S Farms Partnership and the partner who subscribed said partnership name to the foregoing instrument and acknowledged to me that he executed the same in said partnership name.

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

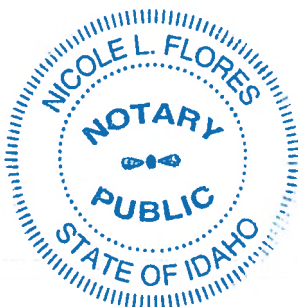


Nicole L. Flores  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: 9-14-2018

STATE OF IDAHO )  
 )ss.  
County of Bonneville )

On the 26<sup>th</sup> day of September, 2014, before me, the undersigned, a notary public in and for said State, personally appeared Paula Isom, known or identified to me to one of the partners in the partnership of I & S Farms Partnership and the partner who subscribed said partnership name to the foregoing instrument and acknowledged to me that she executed the same in said partnership name.

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



Nicole L. Flores  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: 9-14-2018

RECEIVED 4/19  
NOV 07 2014  
Department of Water Resources  
Eastern Region

**DEED IN LIEU OF FORECLOSURE**

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, I & S FARMS PARTNERSHIP, an Idaho general partnership, the "Grantor", by these presents does grant, bargain, sell, convey, and confirm unto BRAD HALL & ASSOCIATES, INC., an Idaho corporation, the "Grantee", whose mailing address is 3875 American Way, Idaho Falls, Idaho 83402, and unto the Grantee's successors and assigns, all of the following described real property in the County of Bonneville, State of Idaho, described as follows (the "Subject Property"):

Township 3 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho

Section 31: All

TOGETHER with the tenements, hereditaments, water rights (including but not limited to shares of the New Sweden Irrigation District and Palisades Water Users, Inc.; Idaho Department of Water Resources Water Right Nos. I-195Q, 35-10130, 35-2709, 35-2708, 35-2468; and Decree Nos. 1-10025 and 35-12238), and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits therefrom; any irrigation equipment or fixtures upon the property; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors, and assigns forever. The Grantor and the Grantor's successors shall warrant

19 B Deed in Lieu Agreement

**Instrument # 1483406**  
IDAHO FALLS, BONNEVILLE, IDAHO  
10-10-2014 04:41:21 No. of Pages: 4  
Recorded for : SHAWN BOYLE  
RONALD LONGMORE  
Ex-Officio Recorder Deputy Fee: 19.00  
Index to: DEED

and defend the property in the quiet and peaceable possession of the Grantee and the Grantee's successors, and assigns, against the Grantor and the Grantor's successors, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the property as of the date hereof.

This Deed in Lieu of Foreclosure (hereinafter referred to as the "Deed"), is given in lieu of foreclosure under that certain Amended Judgment, Decree of Foreclosure and Order of Sale, *Nunc Pro Tunc*, dated June 12, 2014 (the "Judgment"), and foreclosure of (i) that certain Idaho Mortgage, Security Agreement and Fixture Filing, dated January 20, 2009, and recorded on February 20, 2009, as Instrument No. 1324286, in the records of Bonneville County, Idaho, and (ii) that certain Idaho Mortgage, Security Agreement and Fixture Filing, dated October 16, 2009, and recorded on January 6, 2010, as Instrument No. 1353434, in the records of Bonneville County, Idaho (collectively, the "Mortgages"), covering the Subject Property; provided, however, that the Grantee's judgment lien and rights under the Judgment and the Grantee's mortgage lien in and to the Subject Property shall not be deemed to have merged into this Deed, but shall survive the execution, delivery, and recording of this Deed, and the Grantee expressly reserves and retains its priority of lien in and to the Subject Property for the purpose of protecting the Grantee against any third party liens, claims or interests, known or unknown, disclosed or undisclosed, liquidated or unliquidated, of whatever kind or nature.

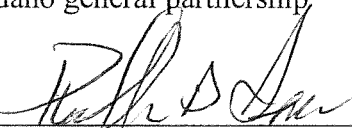
It is expressly covenanted and agreed by and between the parties hereto that by accepting delivery of and/or by recording this Deed (i) without impairing the debt secured by the Mortgages and the Judgment, the Grantee will thereby release the Grantor from any personal liability for any

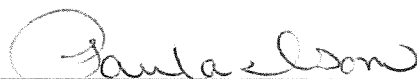
deficiency remaining on the obligations which are secured by the Mortgages and the Judgment, and any deficiency judgment related thereto, and (ii) the Grantee does not assume any liability arising out of or in connection with the ownership or use of the Subject Property by the Grantor or the Grantor's predecessors in interest.

Grantor intends by this Deed to vest absolute and unconditional title to the Subject Property in the Grantee, and to forever estop and bar the Grantor and the Grantor's heirs, representatives, successors, or assigns or anyone claiming or having any right, title, or interest of any nature whatsoever, either in law or in equity, or in possession or in expectancy, in and to the Subject Property, or any part thereof, including the Grantor's redemption rights in the event of judicial foreclosure and sale.

IN WITNESS WHEREOF, each Grantor has duly executed this instrument this 20<sup>th</sup> day of September, 2014.

I & S FARMS PARTNERSHIP,  
an Idaho general partnership

By:   
Ralph D. Isom, General Partner

By:   
Paula Isom, General Partner

STATE OF IDAHO                     )  
                                                      )ss.  
County of Bonneville                )

On the 20th day of September, 2014, before me, the undersigned, a notary public in and for said State, personally appeared Ralph D. Isom, known or identified to me to one of the partners in the partnership of I & S Farms Partnership and the partner who subscribed said partnership name to the foregoing instrument and acknowledged to me that he executed the same in said partnership name.

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

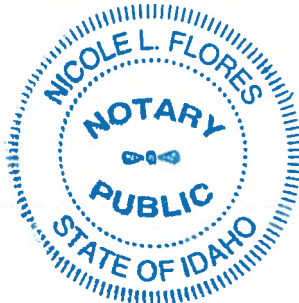


Nicole Flores  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: 9-14-2018

STATE OF IDAHO                     )  
                                                      )ss.  
County of Bonneville                )

On the 20th day of September, 2014, before me, the undersigned, a notary public in and for said State, personally appeared Paula Isom, known or identified to me to one of the partners in the partnership of I & S Farms Partnership and the partner who subscribed said partnership name to the foregoing instrument and acknowledged to me that she executed the same in said partnership name.

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



Nicole Flores  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: 9-14-2018

# CERTIFICATE OF ASSUMED BUSINESS NAME

(Please type or print legibly. See Instructions on other page)

To the SECRETARY OF STATE, STATE OF IDAHO

Pursuant to Section 53-504, Idaho Code, the undersigned gives notice of adoption of an Assumed Business Name.

1. The assumed business name which the undersigned uses in the transaction of business is: I & S Farms Partnership

2. The true name(s) and business address(es) of the entity or individual(s) doing business under the assumed business name is/are:

Name

Complete Address

Ralph Isom

4735 West 17<sup>th</sup> North, Idaho Falls, ID 83402

Gerald Scheid

5584 West 33<sup>rd</sup> North, Idaho Falls, ID 83402

3. The general type of business transacted under the assumed business name is:  
(mark only those that apply)

☐  
☐  
☐

Retail Trade  
Wholesale Trade  
Services

☐  
☒  
☐

Manufacturing  
Agriculture  
Construction

☐  
☐  
☐

Transportation and Public Utilities  
Finance, Insurance and Real Estate  
Mining

4. The name and address to which future correspondence should be addressed:

Phone number (optional): \_\_\_\_\_

I & S Farms Partnership

5584 West 33<sup>rd</sup> North

Idaho Falls, ID 83402

5. Name and address for this acknowledgement copy is (if other than #4 above):

FIRST SECURITY BANK N.A.

COMMERCIAL LOAN DOCUMENTATION CENTER

P.O. BOX 8203

BOISE, IDAHO 83707

Submit Certificate of  
Assumed Business

Name and \$20.00 fee to:

Secretary of State  
700 West Jefferson

Basement West  
PO Box 83720  
Boise ID, 83720-0080  
(208) 334-2301

Signature: \_\_\_\_\_

Printed Name: Gerald Scheid

Capacity: General Partner

Signature: \_\_\_\_\_

Printed Name: Ralph Isom

Capacity: General Partner

(see instruction #7 on other sheet)

Secretary of State Use Only

IDAHO SECRETARY OF STATE

11/25/1998 09:00  
CK: 5798 CT: 1002 BH: 164902

1 @ 20.00 = 20.00 ASSUM NAME # 5

D20227

# CANCELLATION OR AMENDMENT OF EFFECTIVE CERTIFICATE OF ASSUMED BUSINESS NAME

(Please type or print legibly. Instructions are included on the back of the application.)

To the SECRETARY OF STATE, STATE OF IDAHO

Pursuant to Section 53-507 and 53-508, Idaho Code, the undersigned gives notice of the action(s) indicated below:

1. The assumed business name is: I & S Farms Partnership
2. The assumed business name was filed with the Secretary of State's Office on Nov 25, 1998 as file number D20227.
3. ☐ Cancellation. The persons who filed the certificate no longer claim an interest in the above assumed business name and cancel the certificate in its entirety.
4. ☐ The assumed business name is amended to: \_\_\_\_\_
5. ☒ The true names and business addresses of the entity or individuals doing business under the assumed business name are amended as follow:

| Add:                     | Delete:                             | Name:                       | Address:                              |
|--------------------------|-------------------------------------|-----------------------------|---------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Gerald H Scheid</u>      | <u>10701 S 1st E, IDAHO FALLS, ID</u> |
| <input type="checkbox"/> | <input type="checkbox"/>            | <u>(as of January 2006)</u> | _____                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | _____                       | _____                                 |

6. ☐ The type of business is amended to read:
 

|                                          |                                        |                                                              |
|------------------------------------------|----------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Retail Trade    | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Transportation and Public Utilities |
| <input type="checkbox"/> Wholesale Trade | <input type="checkbox"/> Agriculture   | <input type="checkbox"/> Finance, Insurance, and Real Estate |
| <input type="checkbox"/> Services        | <input type="checkbox"/> Construction  | <input type="checkbox"/> Mining                              |
7. ☐ The name and address to which future correspondence should be addressed is changed to read: \_\_\_\_\_

8. Name and address for this acknowledgment copy is:

Gerald Scheid  
10701 S 1st E  
IDAHO FALLS, ID 83404

Signature: *Gerald H. Scheid*  
 Printed Name: Gerald Scheid  
 Capacity: (Former) General Partner  
 Signature: *Gerald H. Scheid*  
 Printed Name: Gerald H. Scheid  
 Capacity: \_\_\_\_\_

Secretary of State use only

IDAHO SECRETARY OF STATE  
 05/14/2012 05:00  
 CK: 5661 CT: 156810 BH: 1324114  
 1 @ 10.00 = 10.00 ASSUM AMEN # 3

D20227