

RECEIVED

JUN 10 2013

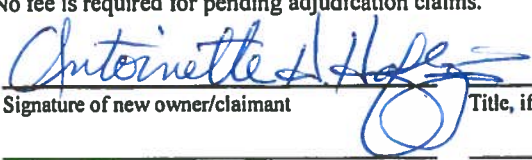
DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
47-2225	Yes ☐	47-16798	Yes ☐	47-16797	Yes ☐
47-7431A	Yes ☐	47-16800	Yes ☐	47-16799	Yes ☐
47-7519A	Yes ☐	47-2231	Yes ☐	47-8369	Yes ☐
47-4030	Yes ☐	47-7431B	Yes ☐	47-12144	Yes ☐
47-16796	Yes ☐	47-7519B	Yes ☐	47-16801	Yes ☐

2. Previous Owner's Name: Luis M Bettencourt and Sharon L. Bettencourt
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Blue Sage Properties, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 3765 N. 2300 E. Filer ID 83328
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:  5/31/13
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 6.13.2013 Receipt No. 5033316 Receipt Amt. \$375-
 Approved by _____ Processed by _____ Date _____

SUPPORT DATA

IN FILE # 47-2225

4020

TWIN FALLS COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW - TWIN
03:25:12 PM 05-31-2013
2013011922
NO. PAGES 3 FEE: \$16.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: JWD
Electronically Recorded by Simplifile

QUITCLAIM DEED

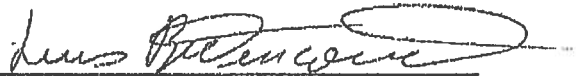
FOR VALUE RECEIVED, LUIS M. BETTENCOURT and SHARON BETTENCOURT, husband and wife, hereinafter called the "Grantors", hereby remise, release, and forever quitclaim unto L & S LAND HOLDINGS, LLC, an Idaho limited liability company, whose address is 2930 South 2300 East, Wendell, Idaho 83355, hereinafter called the "Grantee", all their right, title and interest in the following described real property located in Twin Falls County, Idaho, to-wit:

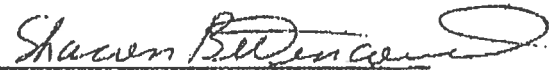
All the real property located in Twin Falls County described on EXHIBIT A attached hereto, together with all water rights appurtenant thereto.

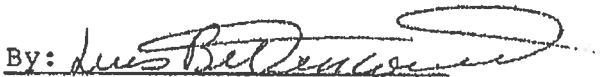
TO HAVE AND TO HOLD the premises, with their appurtenances unto said Grantee, and the Grantee's heirs and assigns forever.

DATED this 31st day of May, 2013.

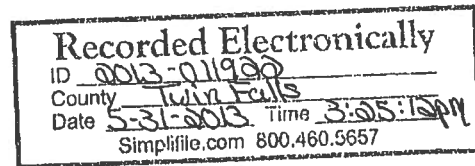
"GRANTORS"


LUIS M. BETTENCOURT


SHARON BETTENCOURT

By: 
LUIS M. BETTENCOURT,
Attorney-in-Fact

4000



QUITCLAIM DEED

FOR VALUE RECEIVED, **LUIS M. BETTENCOURT** and **SHARON BETTENCOURT**, husband and wife, hereinafter called the "Grantors", hereby remise, release, and forever quitclaim unto **L & S LAND HOLDINGS, LLC**, an Idaho limited liability company, whose address is 2930 South 2300 East, Wendell, Idaho 83355, hereinafter called the "Grantee", all their right, title and interest in the following described real property located in Twin Falls County, Idaho, to-wit:

All the real property located in Twin Falls County described on **EXHIBIT A** attached hereto, together with all water rights appurtenant thereto.

TO HAVE AND TO HOLD the premises, with their appurtenances unto said Grantee, and the Grantee's heirs and assigns forever.

DATED this 31st day of May, 2013.

"GRANTORS"


LUIS M. BETTENCOURT

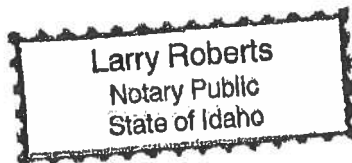

SHARON BETTENCOURT

By: 
LUIS M. BETTENCOURT,
Attorney-in-Fact

STATE OF IDAHO)
County of Cassia) ss.

On this 30 day of May, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally LUIS M. BETTENCOURT, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same.

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

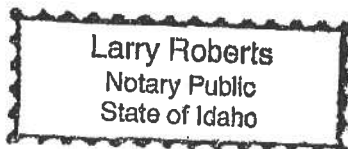


Larry Roberts
NOTARY PUBLIC for Idaho
Residing at: Burley, ID
Commission Expires: 6-30-15

STATE OF IDAHO)
County of Cassia) ss.

On this 30 day of May, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LUIS M. BETTENCOURT, as Attorney-in-Fact for Sharon Bettencourt, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of Sharon Bettencourt.

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



Larry Roberts
NOTARY PUBLIC for Idaho
Residing at: Burley, ID
Commission Expires: 6-30-15

EXHIBIT A

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO

Section 9: **NE½ SAVE AND EXCEPT** the following described:

Beginning at the Northeast corner of Section 9, said corner marked by a 5/8 inch rebar; Thence North 89°57'40" West along the North line of Section 9 for a distance of 39.87 feet to the extended West right-of-way of State Highway 93, which shall be the Point of Beginning;
Thence South 00°15'06" East along the West right-of-way of State Highway 93 for a distance of 25.28 feet to a concrete highway right-of-way marker;
Thence South 00°15'06" East along said highway right-of-way for a distance of 723.89 feet to a ½ inch rebar;
Thence North 48°56'17" West for a distance of 1087.39 feet to a ½ inch rebar;
Thence North 48°56'17" West for a distance of 53.98 feet to the North line of Section 9;
Thence South 89°57'40" East along the North line of Section 9 for a distance of 857.31 feet to the Point of Beginning.

PARCEL NO. 2:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO

Section 3: Lot 4; SW¼NW¼

SAVE AND EXCEPT that portion deeded to State of Idaho for a public highway, dated February 8, 1950 and recorded February 10, 1950 as Instrument No. 396688, records of Twin Falls County, Idaho.

4200
TWIN FALLS COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW - TWIN
03:25:16 PM 05-31-2013
2013011923
NO. PAGES 10 FEE: \$37.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: JWD
Electronically Recorded by Simplifile

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged L & S LAND HOLDINGS, LLC, the "Grantor", hereby grants, bargains, sells, and conveys unto BLUE SAGE PROPERTIES, LLC, an Idaho limited liability company, whose address is 3765 N. 2300 E., Filer, Idaho 83328, the "Grantee", the following described premises located in Twin Falls County, Idaho, to wit:

See EXHIBIT A attached hereto.

Together with all water rights appurtenant thereto.

TO HAVE AND TO HOLD, unto Grantee, their successors, heirs and assigns forever.

SUBJECT TO the following: (a) general taxes and assessments, which are not yet due and payable; and (b) the encumbrances, easements, restrictions and matters set forth on EXHIBIT B attached hereto and incorporated herein (collectively the "Permitted Exceptions").

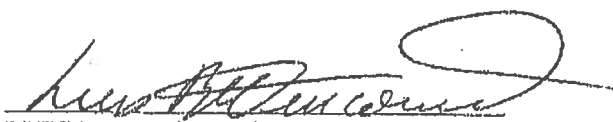
Grantors warrant that they are the owners in fee simple of the Property, that the Grantors have not conveyed any interest in the Property to any person other than Grantee, and that the Property is free from all encumbrances created or suffered by Grantor, except the Permitted Exceptions, and that Grantors will warrant and defend the same against all lawful claims of all persons claiming by, through or under Grantors.

IN WITNESS WHEREOF, the parties have executed the within instrument as of the 31st day of May, 2013.

"GRANTORS"

L & S LAND HOLDINGS, LLC

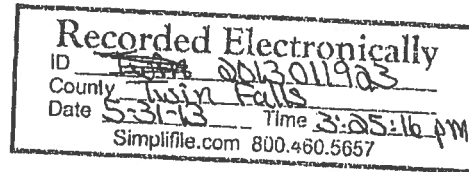
LUIS M. BETTENCOURT AND SHARON BETTENCOURT 2008 TRUST
u/a/d March 5, 2008, Member


LUIS M. BETTENCOURT, Trustee

WARRANTY DEED - 1

\\SERVER\share\data\Bettencourt\Hafllger\Hafllger 2013\Agreement of Sale RCD 1 & 2 (T Hafllger)\Amended Agreement of Sale RCD 1 & 2\WD RP (special).doc

4220



SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged **L & S LAND HOLDINGS, LLC**, the "Grantor", hereby grants, bargains, sells, and conveys unto **BLUE SAGE PROPERTIES, LLC**, an Idaho limited liability company, whose address is 3765 N. 2300 E., Filer, Idaho 83328, the "Grantee", the following described premises located in Twin Falls County, Idaho, to wit:

See *EXHIBIT A* attached hereto.

Together with all water rights appurtenant thereto.

TO HAVE AND TO HOLD, unto Grantee, their successors, heirs and assigns forever.

SUBJECT TO the following: (a) general taxes and assessments, which are not yet due and payable; and (b) the encumbrances, easements, restrictions and matters set forth on EXHIBIT B attached hereto and incorporated herein (collectively the "Permitted Exceptions").

Grantors warrant that they are the owners in fee simple of the Property, that the Grantors have not conveyed any interest in the Property to any person other than Grantee, and that the Property is free from all encumbrances created or suffered by Grantor, except the Permitted Exceptions, and that Grantors will warrant and defend the same against all lawful claims of all persons claiming by, through or under Grantors.

IN WITNESS WHEREOF, the parties have executed the within instrument as of the 31st day of May, 2013.

"GRANTORS"

L & S LAND HOLDINGS, LLC

LUIS M. BETTENCOURT AND SHARON BETTENCOURT 2008 TRUST
u/a/d March 5, 2008, Member

LUIS M. BETTENCOURT, Trustee

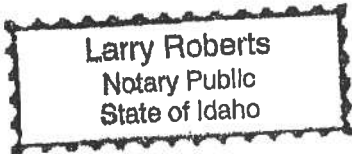
WARRANTY DEED - 1

\\SERVER\share\data\Bettencourt\Hafziger\Hafziger 2013\Agreement of Sale RCD 1 & 2 (T Hafziger)\Amended Agreement of Sale RCD 1 & 2\WD RP (special).doc

STATE OF IDAHO)
 : ss
County of Twin Falls)

On this 30 day of May, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LUIS M. BETTENCOURT, as Trustee of the Luis M. Bettencourt and Sharon Bettencourt 2008 Trust u/a/d March 5, 2008, Member of L & S Land Holdings, LLC, known to me to be such Trustee and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of the Trust, as member of the company.

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



A handwritten signature in cursive script, appearing to read "Larry Roberts", written over a horizontal line.

Notary Public for Idaho
Residing at: Burley, ID
My Commission expires: 6-30-2015

CONTINUATION
SCHEDULE A

Bettencourt to
Antoinette H. Hafliger
Legal Description

Order Number: 4149

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO

Section 9: NE¼ SAVE AND EXCEPT the following described:

Beginning at the Northeast corner of Section 9, said corner marked by a 5/8 inch rebar; Thence North 89°57'40" West along the North line of Section 9 for a distance of 39.87 feet to the extended West right-of-way of State Highway 93, which shall be the Point of Beginning;
Thence South 00°15'06" East along the West right-of-way of State Highway 93 for a distance of 25.28 feet to a concrete highway right-of-way marker;
Thence South 00°15'06" East along said highway right-of-way for a distance of 723.89 feet to a 1/2 inch rebar;
Thence North 48°56'17" West for a distance of 1087.39 feet to a 1/4 inch rebar;
Thence North 48°56'17" West for a distance of 53.98 feet to the North line of Section 9;
Thence South 89°57'40" East along the North line of Section 9 for a distance of 857.31 feet to the Point of Beginning.

PARCEL NO. 2:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO

Section 3: Lot 4; SW¼NW¼

SAVE AND EXCEPT that portion deeded to State of Idaho for a public highway, dated February 8, 1950 and recorded February 10, 1950 as Instrument No. 396688, records of Twin Falls County, Idaho.

EXHIBIT
A

PARCEL NO. 6:

TOWNSHIP 10 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 34: S½SW¼ SAVE AND EXCEPT the following described tracts:

Tract No. 1:

All that part lying South and East of the Highline Canal of the Twin Falls Canal Company

Tract No. 2:

That portion deeded to the State of Idaho by Deed recorded February 28, 1950, in Book 166 of Deeds, Page 147, records of Twin Falls County, Idaho

PARCEL NO. 7:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 4: SW¼; SE¼; Lots 3 and 4; S½NW¼ SAVE AND EXCEPT the following described tracts:

Tract No. 1:

Beginning at the North ¼ corner of Section 4, said corner marked by a 5/8 inch rebar, which shall be the Point of Beginning;

Thence South 00°02'53" East along the East line of the NW¼ for a distance of 520.47 feet to a ½ inch rebar;

Thence South 89°18'27" West for a distance of 285.42 feet to a ½ inch rebar;

Thence North 31°53'46" West for a distance of 586.15 feet to a ½ inch rebar;

Thence North 00°03'00" East for a distance of 26.80 feet to a ½ inch rebar on the North line of Section 4;

Thence South 89°57'00" East along the North line of Section 4 for a distance of 504.65 feet to the Point of Beginning.

-Continued-

CONTINUATION

SCHEDULE A

Order Number: 4149

Tract No. 2:

Commencing at the Northwest corner of said Section 4 being the Point of Beginning;
Thence South $89^{\circ}54'55''$ East along the North boundary for a distance of 275.00 feet;
Thence South $00^{\circ}00'00''$ West parallel with the West boundary for a distance of 316.80 feet;
Thence North $89^{\circ}54'55''$ West parallel with the North boundary for a distance of 275.00 feet to a point on the West boundary of the NW $\frac{1}{4}$ of said Section 4;
Thence North $00^{\circ}00'00''$ West along the West boundary for a distance of 316.80 feet to the Point of Beginning.

PARCEL NO. 8:

TOWNSHIP 11 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 5: Lots 1, 2 and 3; S $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; and a parcel of land located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning on the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ at a point 362 feet West from the Southeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North $56^{\circ}36'$ West for 202.5 feet;
Thence South $37^{\circ}44'$ West for 139.5 feet to the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence East along the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ for 254 feet to the Point of Beginning

SAVE AND EXCEPT a portion of Lot 3 more particularly described as follows:

Beginning at the Northwest corner of Lot 3;
Thence South on the West boundary line of Lot 3 for a distance of 347 feet;
Thence East for 60 feet;
Thence North along a line parallel with the West boundary line of Lot 3 for a distance of 347 feet to the North line of Lot 3;
Thence West along the North line of said Lot 3 to the Point of Beginning.

Section 9: N $\frac{1}{2}$ NW $\frac{1}{4}$

CONTINUATION

SCHEDULE A

Order Number: 4149

PARCEL NO. 10:

TOWNSHIP 10 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 35: Being all that certain tract or parcel of land situated in the SE $\frac{1}{4}$ being more particularly described by metes and bounds as follows:

Beginning at the Southeast corner of the aforementioned Section 35, from which the East quarter corner of Section 35 bears North for 2640.49 feet;

Thence South 89°36'04" West for 1968.80 feet, along and with the south line of the aforementioned Section 35;

Thence North 26°27'24" East for 268.82 feet;

Thence North 46°22'00" West for 384.40 feet;

Thence North 36°53'35" West for 226.42 feet;

Thence North 25°04'45" West for 216.86 feet;

Thence North 16°27'58" West for 276.80 feet;

Thence North 12°16'49" East for 874.27 feet;

Thence South 80°22'43" East for 43.26 feet;

Thence North 22°53'37" East for 154.88 feet;

Thence North 46°38'25" East for 279.70 feet;

Thence North 59°07'44" East for 302.38 feet;

Thence North 74°52'21" East for 249.37 feet;

Thence North 86°53'21" East for 186.61 feet;

Thence North 00°36'28" West for 87.00 feet to a point on the north line of the SE $\frac{1}{4}$ of Section 35;

Thence North 89°12'56" East for 1255.62 feet, along and with the north line of the SE $\frac{1}{4}$ of Section 35, to the northeast corner of same, and also the Northeast corner of the herein described tract;

Thence South for 1823.05 feet along and with the east line of Section 35,

Thence South 41°55'30" West for 816.92 feet;

Thence South 82°59'02" East for 549.95 feet to a point on the east line of Section 35;

Thence South for 142.46 feet along and with the section line, to the Point of Beginning.

END OF SCHEDULE A

EXHIBIT B

9. Taxes for 2013 and subsequent years, a lien, but not yet due or payable.
10. Levies and assessments of the Salmon River Canal Company, LTD and the rights, powers and easements of said District as by law provided.
11. Liens, levies, and assessments of the Twin Falls Canal Company, and the rights, powers, and easements of said Company as by law provided.
12. Rights of way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.
13. Easement granting right of way to convey water over and across a portion of property described in Schedule A hereof, contained in Quitclaim Deed from L.L. Breckenridge and Florence Breckenridge, His wife, to L. Ernest Daniel dated May 13, 1910, recorded May 13, 1910 as Instrument No. 19426 in Book 14 of Deeds, Page 568, records of Twin Falls County, Idaho. (Covers the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34, Township 10 South, Range 16 East of the Boise Meridian.)
14. Reservation contained in Deed from William C. Williams and Jane Williams, his wife, and D.L. Hickling and Hagar Hickling, his wife, to L. Ernest Daniel dated May -, 1910, recorded May 13, 1910 as Instrument No. 19427 in Book 15 of Deeds, Page 28, records of Twin Falls County, Idaho. (Covers the SW $\frac{1}{4}$ of Section 34, Township 10 South, Range 16 East of the Boise Meridian.)
15. Right of way contained in Deed by and between High Line Seed Farms, a corporation, and Twin Falls County of the State of Idaho, dated February 1, 1916 and recorded March 10, 1910 as Instrument No. 69186, records of Twin Falls County, Idaho. (Covers the S $\frac{1}{2}$ of Section 35, Township 10 South, Range 16 East of the Boise Meridian.)

-Continued-

16. Easement from Raymond Jones and Blanche Jones, husband and wife, to the Salmon River Canal Company, Ltd., recorded May 9, 1925 as Instrument No. 177620 in Book 71 of Deeds, Page 252, records of Twin Falls County, Idaho. (Covers the SW $\frac{1}{4}$ NB $\frac{1}{4}$ of Section 9, Township 11 South, Range 16 East of the Boise Meridian.)
17. Waterway Agreement by and between Oregon Short Line Railroad Company, a corporation, and M. W. Hunt, an individual, dated December 2, 1935 and recorded January 6, 1936 as Instrument No. 271330, records of Twin Falls County, Idaho. (Covers Section 3, Township 10 South, Range 15 East of the Boise Meridian.)
18. Highway Right of Way Deed from Ernest Tucker and Brna Tucker, his wife, to the State of Idaho, dated January 31, 1950 and recorded February 9, 1950 as Instrument No. 396663, records of Twin Falls County, Idaho. (Covers the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, Township 11 South, Range 16 East of the Boise Meridian.)
19. Restrictions and Easement contained in Highway Right of Way Deed from Gunda A. Estling, a widow, to the State of Idaho, dated February 8, 1950, recorded February 10, 1950 as Instrument No. 396688 in Book 166 of Deeds, Page 87, records of Twin Falls County, Idaho. (Over and across the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and Lot 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 3, Township 11 South, Range 16 East of the Boise Meridian.)
20. Right of way Deed from Raymond Jones and Blanche Jones, husband and wife, to the State of Idaho recorded February 14, 1950 as Instrument No. 396742 in Book 166 of Deeds, Page 98, records of Twin Falls County, Idaho. (Over and across the B $\frac{1}{2}$ NB $\frac{1}{4}$ of Section 9, Township 11 South, Range 16 East of the Boise Meridian.)
21. Easement granted in Deed to State of Idaho recorded February 28, 1950 as Instrument No. 397133 in Book 166 of Deeds, Page 147, records of Twin Falls County, Idaho, granting easement adjacent to highway for relocation of ditches as may be necessary for proper construction of highway. (Over and across the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34, Township 10 South, Range 16 East of the Boise Meridian.)
22. Right of Way and reservation in Details of Grant dated February 10, 1961 and recorded February 16, 1961 as Instrument No. 500690, records of Twin Falls County, Idaho.
23. Power Line Easement from Leslie R. Jones and Charlotte Jones, husband and wife, to the Idaho Power Company dated May 11, 1965, recorded March 2, 1966 as Instrument No. 561388 in Book 218 of Deeds, Page 2178, records of Twin Falls County, Idaho. (Covers the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, Township 11 South, Range 16 East of the Boise Meridian.)
24. Easement from John F. Grisez and Josephine Grisez, his wife, Grantors, to the State of Idaho and the Twin Falls Canal Company, Grantees, and their successors and assigns, dated December 19, 1967 and recorded March 21, 1969 as Instrument No. 586789, records of Twin Falls County, Idaho. (Covers Lots 3 and 4, and the SE $\frac{1}{4}$ NB $\frac{1}{4}$ of Section 3, Township 10 South, Range 15 East of the Boise Meridian.)
25. An Easement for concrete pipeline as recorded July 8, 1968 as Instrument No. 590368, records of Twin Falls County, Idaho. (Covers the SW $\frac{1}{4}$ of Section 4, Township 11 South, Range 16 East of the Boise Meridian.)
26. Power Line Easement from M. J. Danos and Ruth Danos, his wife, to Idaho Power Company, a corporation, dated October 4, 1978 and recorded February 5, 1974 as Instrument No. 660647, records of Twin Falls County, Idaho. (Covers the NE $\frac{1}{4}$ NB $\frac{1}{4}$ of Section 5, Township 11 South, Range 16 East of the Boise Meridian.)
27. Power Line Easement from Brna Tucker, a widow, to the Idaho Power Company, a corporation, dated April 28, 1975 and recorded February 13, 1976 as Instrument No. 692029, records of Twin Falls County, Idaho. (Covers the NB $\frac{1}{4}$ of Section 9, Township 11 South, Range 16 East of the Boise Meridian.)

Continued

28. Power Line Easement from Leander J. Smith and Milton C. Smith, his wife, to Idaho Power Company, a corporation, dated November 20, 1976 and recorded July 18, 1977 as Instrument No. 719037, records of Twin Falls County, Idaho. (Covers the NW¼NW¼SE¼ of Section 35, Township 10 South, Range 15 East of the Boise Meridian.)
29. Power Line Easement from Leslie R. Jones and Charlotte B. Jones, his wife, to Idaho Power Company, a corporation, dated July 11, 1977 and recorded October 11, 1977 as Instrument No. 723681, records of Twin Falls County, Idaho. (Covers the NE¼NE¼ of Section 9, Township 11 South, Range 16 East of the Boise Meridian.)
30. Power Line Easement from Glavin & Glavin Farms, Inc., to Idaho Power Company, a corporation, dated November 18, 1977 and recorded June 5, 1978 as Instrument No. 738331, records of Twin Falls County, Idaho. (Covers the SW¼NW¼ of Section 3, Township 11 South, Range 16 East of the Boise Meridian.)
31. Underground Power Line Easement from Leslie R. Jones, Inc., an Idaho corporation, to Idaho Power Company, a corporation, dated January 15, 1979 and recorded August 27, 1979 as Instrument No. 766716, records of Twin Falls County, Idaho. (Covers the SW¼SE¼NE¼ of Section 9, Township 11 South, Range 16 East of the Boise Meridian.)
32. Easement from Leslie R. Jones, Inc., to the State of Idaho, by and through the Idaho Transportation Board for the Division of Highways, recorded September 24, 1976 as Instrument No. 789886, records of Twin Falls County, Idaho. (Covers Lot 4 of Section 3, Township 11 South, Range 16 East of the Boise Meridian.)
33. Easement granted by Leslie R. Jones, Inc., to the State of Idaho, by and through the Idaho Transportation Board for the Division of Highways, recorded September 24, 1980 as Instrument No. 789887, records of Twin Falls County, Idaho. (Covers the SW¼SW¼ of Section 34, Township 10 South, Range 16 East of the Boise Meridian.)
34. Power Line Easement from Leslie R. Jones Inc., to Idaho Power Company, a corporation, dated April 17, 1981 and recorded July 17, 1981 as Instrument No. 806346, records of Twin Falls County, Idaho. (Covers Lot 4 of Section 3, Township 11 South, Range 16 East of the Boise Meridian.)
35. Mineral Deed between Union Pacific Railroad Company, a corporation, successor by merger to Oregon Short Line Railroad Company, a corporation, Grantor, and Union Pacific Land Resources Corporation, a corporation, (successor by merger to Union Pacific Land Resources Corporation, a corporation), Grantee, dated April 1, 1971 and recorded July 21, 1988 as Instrument No. 942124, records of Twin Falls County, Idaho. (Covers Lot 4 of Section 4, Township 11 South, Range 16 East of the Boise Meridian.)
36. Power Line Easement from Randle Durham and Patricia C. Durham, his wife, to Idaho Power Company, a corporation, dated January 25, 1993 and recorded August 6, 1993 as Instrument No. 1993-011231, records of Twin Falls County, Idaho. (Covers the SW¼SW¼ of Section 4, Township 11 South, Range 16 East of the Boise Meridian.)
37. Amended Agreement For Sprinkler Installation by and between the Twin Falls Canal Company, an Idaho corporation and Leslie R. Jones, Inc., dated June 21, 1995 and recorded January 31, 1996 as Instrument No. 1996-001651, records of Twin Falls County, Idaho. (Covers the W¼NW¼ of Section 3, Township 11 South, Range 16 East of the Boise Meridian.)
38. Agreement For Sprinkler Installation by and between Salmon River Canal Company, an Idaho corporation, and Leslie R. Jones, Inc., recorded January 6, 2000 as Instrument No. 2000-000227, records of Twin Falls County, Idaho. (Covers the E¼NE¼ of Section 9, Township 11 South, Range 16 East of the Boise Meridian.)
39. Amended Agreement For Sprinkler Installation by and between Twin Falls Canal Company, an Idaho corporation, and Patricia Durham, dated December 12, 2002 and recorded October 6, 2003 as Instrument No. 2003-025994, records of Twin Falls, Idaho. (Covers Section 34, Township 10 South, Range 16 East of the Boise Meridian.)

-Continued-

40. INTENTIONALLY DELETED

41. Terms contained in Agreement as disclosed by Memorandum of Liquid Effluent and Fiber Off-Take Agreement by and between Bottencourt Dairies, LLC, an Idaho limited liability company, L & S Land Holdings, LLC, a limited liability company and New Energy One, LLC, an Idaho limited liability company, dated May 9, 2011 and recorded September 9, 2011 as Instrument No. 2011-016959, records of Twin Falls County, Idaho.
42. Terms contained in Agreement as disclosed by Memorandum of Manure Supply Agreement by and between Bottencourt Dairies, LLC, an Idaho limited liability company, L & S Land Holdings, LLC, a limited liability company and New Energy One, LLC, an Idaho limited liability company, dated May 9, 2011 and recorded September 9, 2011 as Instrument No. 2011-016961, records of Twin Falls County, Idaho.