

RECEIVED

APR 04 2013

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

DE ✓

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?
63-3339A	Yes ☐		Yes ☐		Yes ☐
63-20487	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: CAN ADA FARMS, INC. and DECCO LP, each as to an undivided 50% interest

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): OWYHEE RANGE FARMS LLC

Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

266 SOUTHWOODS CENTRE

Mailing address

COLUMBIA

IL

62236

City

State

ZIP

618-281-2232

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: March 18, 2013

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

SUPPORT DATA

IN FILE # 63-3339A

7. Signature: [Signature] Authorized Agent March 19, 2013
 Signature of new owner/claimant Title, if applicable Date
 Signature: [Signature] Title, if applicable Date
 Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

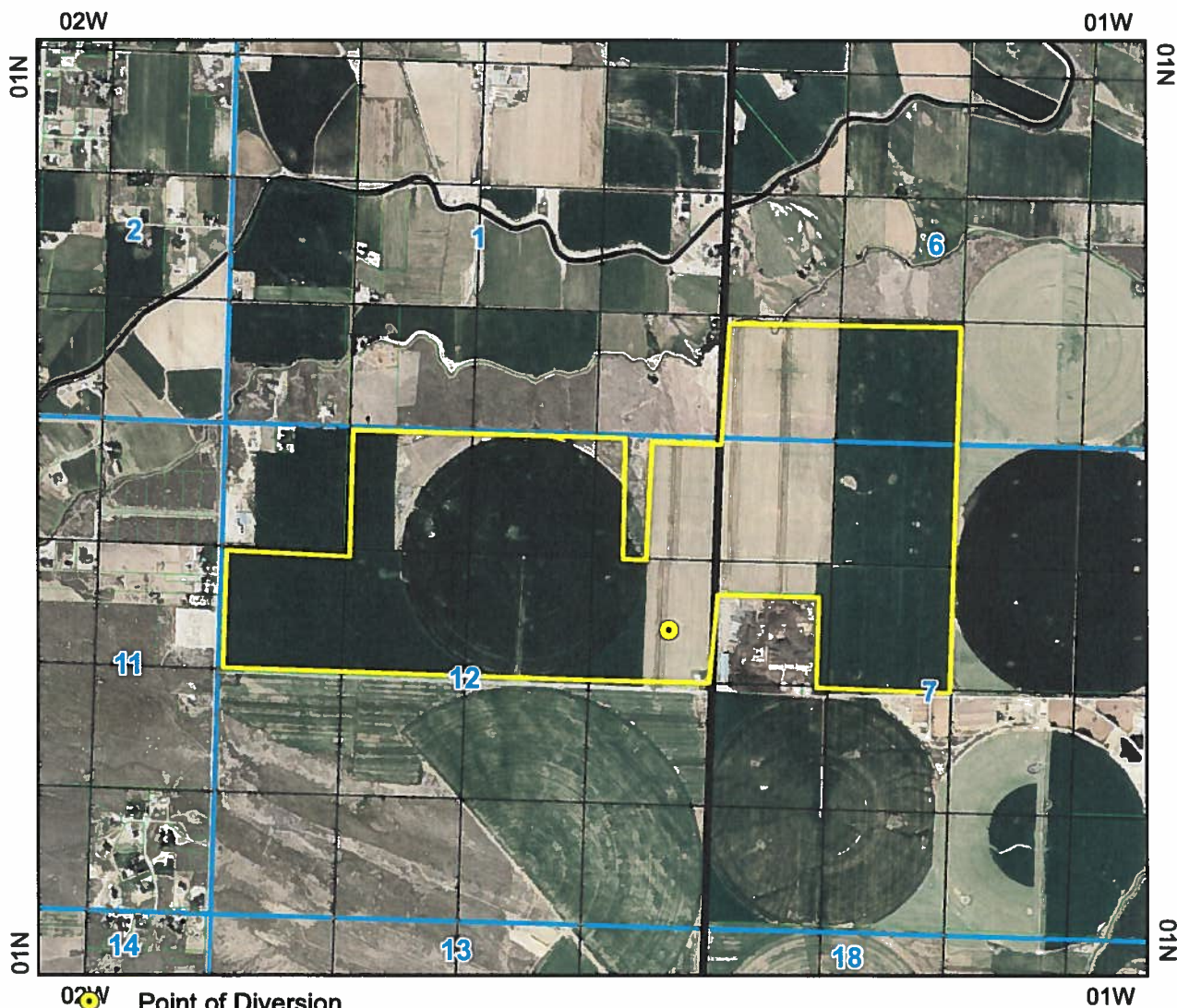
Received by BP Date 4-4-13 Receipt No. C096866 Receipt Amt. 50.00
 Approved by Dml Processed by Dms Date 4/9/2013

State of Idaho
Department of Water Resources

Water Right
63-3339A

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters
-  Taxlots

0 0.225 0.45 0.9 Miles



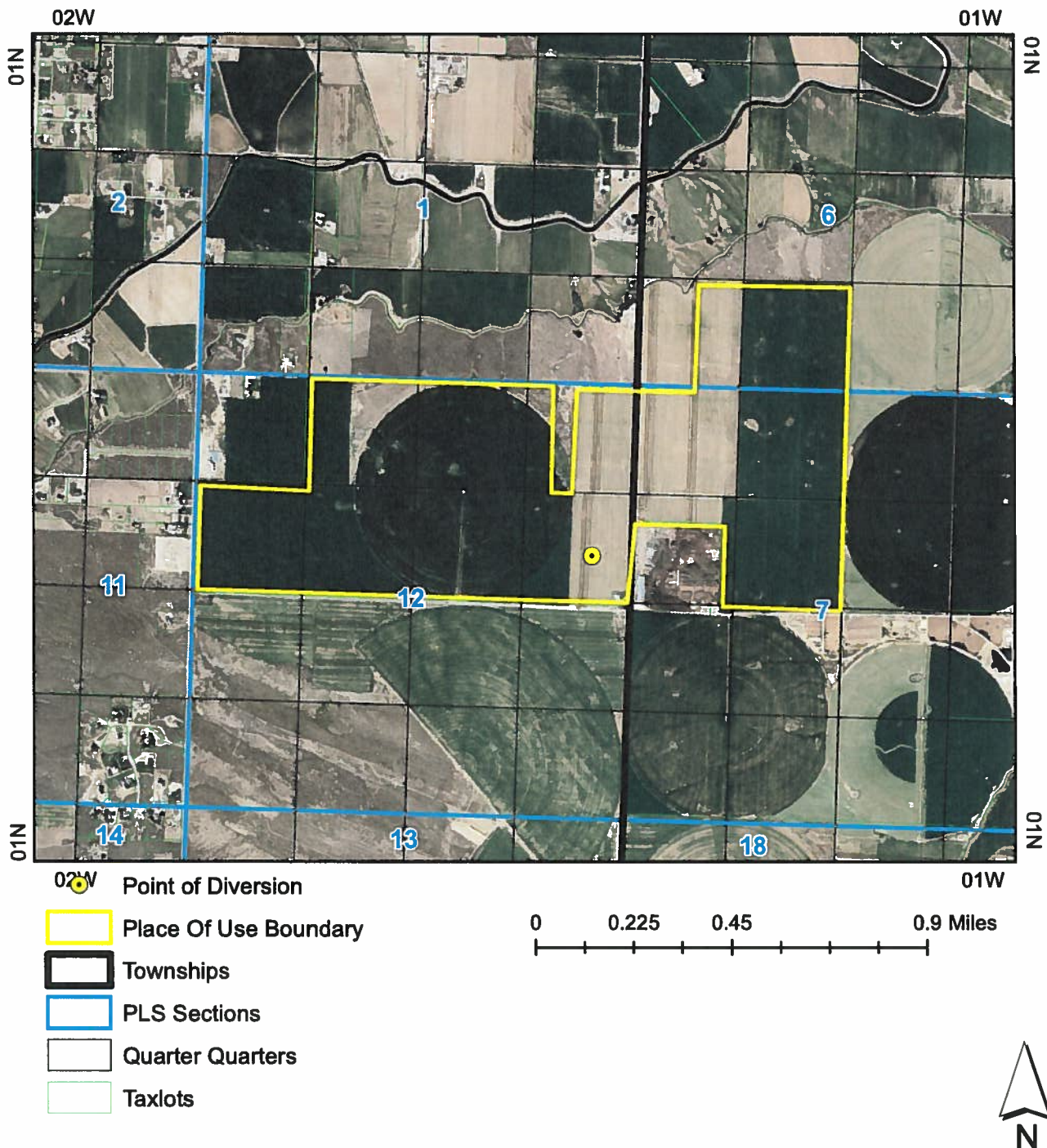
State of Idaho
Department of Water Resources

Water Right

63-20487

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



ASSIGNMENT OF PERMITS, LICENSES AND CONTRACTS

DECCO Limited Partnership, an Idaho limited partnership, as to a fifty percent (50%) interest and **Can Ada Farms, Inc.**, as to a fifty percent (50%) interest (collectively, "Assignor"), hereby makes this ASSIGNMENT OF PERMITS, LICENSES AND CONTRACTS (the "Assignment") as of March 18, 2013 to **Owyhee Range Farms LLC**, a Delaware limited liability company ("Assignee")

RECITALS

A. DECCO Limited Partnership and Can Ada Farms, Inc., collectively as seller, have entered into that certain Agreement of Purchase and Sale, dated March 15, 2012, that First Amendment to Agreement of Purchase and Sale dated May 17, 2012, and that Second Amendment to Agreement of Purchase and Sale dated August 30, 2012 with Owyhee Range Farms LLC, as buyer (collectively, the "Agreement").

B. Pursuant to the Agreement, Assignor is conveying to Assignee all of Assignor's right, title and interest in and to certain real and personal property ("Property"), as more particularly described in the Agreement.

C. Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to any and all permits, licenses and other rights and benefits pertaining to the Property, as more fully described below.

ASSIGNMENT

1. Assignment. Assignor hereby assigns, transfers, sells and conveys to the Assignee, and its successors and assigns, all of Assignor's right, title and interest in and to any and all of the following tangible and intangible assets and rights related to, or required for, the operation of the Property, to the extent the same exist (collectively "Assigned Rights"):

- (a) permits and licenses;
- (b) warranty rights;
- (c) supplier and vendor lists;
- (d) records, journals and files;
- (e) blueprints, engineering data and reports, surveys, and drawings; and
- (f) Water rights, including but not limited to those described on **Exhibit A** attached hereto and incorporated herein.

2. Representations and Warranties. Assignor represents and warrants to Assignee that (a) Assignor has good right and title to assign the Assigned Rights to Assignee, and (b) it has complied with any and all rules, laws, regulations, terms, covenants, conditions and obligations associated with the Assigned Rights.

3. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Assignment may be signed and delivered by facsimile transmission or electronic mail which shall be effective as an original.

[signature page follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

ASSIGNOR:

DECCO LIMITED PARTNERSHIP

By: Judith D. Harding
Judith D. Harding, General Partner

CAN ADA FARMS, INC.

By: _____
LaDonna B. Taylor, President

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

ASSIGNOR:

DECCO LIMITED PARTNERSHIP

By: _____
Judith D. Harding, General Partner

CAN ADA FARMS, INC.

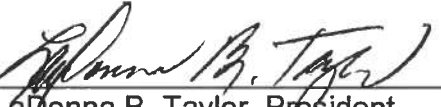
By:  _____
LaDonna B. Taylor, President

Exhibit A

Water Rights

IDWR 63-3339A

IDWR 63-20487

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

Return Recorded Document To:
Angela Black
Michael Best & Friedrich LLP
PO Box 1806
Madison, WI 53701-1806

Space above this line for recorder use

501733

WARRANTY DEED

For Value Received

DECCO LIMITED PARTNERSHIP, an Idaho limited partnership, as to an undivided fifty percent (50%) interest and

CAN ADA FARMS, INC., an Idaho corporation, as to an undivided fifty percent (50%) interest

hereinafter collectively called the Grantor, hereby grants, bargains, sells and conveys unto

Owyhee Range Farms LLC, a Delaware limited liability company
Address: 266 Southwoods Centre
Columbia, IL 62236,

hereinafter called the Grantee, one hundred percent (100%) interest in the premises situated in **Ada County, Idaho**, described on the attached Exhibit A;

SUBJECT TO all existing patent reservations, easements, rights of way, protective covenants and other matters of record; all applicable zoning ordinances and building codes, laws and regulations; adverse claims arising by reason of the location of existing fences; and liens and encumbrances made by Grantee, including the following:

1. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals and lateral including but not limited to Can Ada Road along the West boundary;
2. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein

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hereinafter collectively called the Grantor, hereby grants, bargains, sells and conveys unto

Owyhee Range Farms LLC, a Delaware limited liability company

Address: 266 Southwoods Centre
Columbia, IL 62236,

hereinafter called the Grantee, one hundred percent (100%) interest in the premises situated in **Ada County, Idaho**, described on the attached Exhibit A;

SUBJECT TO all existing patent reservations, easements, rights of way, protective covenants and other matters of record; all applicable zoning ordinances and building codes, laws and regulations; adverse claims arising by reason of the location of existing fences; and liens and encumbrances made by Grantee, including the following:

1. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals and lateral including but not limited to Can Ada Road along the West boundary;
2. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein

For: To construct, maintain and repair power lines over, through, under and across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines, and the further right to remove trees, bushes, sod, flowers and shrubbery and other obstructions and improvements, interfering with the location, construction and maintenance of said power lines.

In Favor of: Idaho Power Company, an Idaho corporation

Recorded: June 11, 1963

Instrument No.: 557992 in Book 48 of Misc. at page 80

Affects: The West 10 feet of Lot 7 in Section 6 and other lands:

3. 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 the provisions of Section 58-604 Idaho Code 1947.

Recorded June 11, 1954

Instrument No. 585933 in Book 512 of Deeds, Page 411

4. Exceptions and reservations contained in the Deed from the State of Idaho, wherein mineral rights are reserved to the State. (47-701, Idaho Code 1947)

Recorded: June 11, 1954

Instrument No.: 585933 in Book 512 of Deeds page 411;

5. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein

For: To construct, maintain and repair power lines over, through, under and across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines, and the further right to remove trees, bushes, sod, flowers and shrubbery and other obstructions and improvements, interfering with the location, construction and maintenance of said power lines.

In Favor of: Idaho Power Company, an Idaho corporation

Recorded: August 11, 1965

Instrument No.: 618929 in Book 52 of Misc. at page 41

Affects: the Northeast Quarter of the Northwest Quarter of Section 7; and

TOGETHER WITH all and singular the tenements; hereditaments; appurtenances; water and water rights and ditch or irrigation company shares or permits thereunto belonging or in anywise appertaining including, but not limited to, State of Idaho Water Rights Nos. IDWR 63-3339A and IDWR 63-20487; the reversion and reversions; remainder and remainders; rents; issues and profits thereof.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its heirs, successors, transferees and assigns forever. And Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and

indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever.

Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its heirs, successors, transferees and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

(Signatures and Acknowledgments on Following Pages)

GRANTOR:
DECCO LIMITED PARTNERSHIP

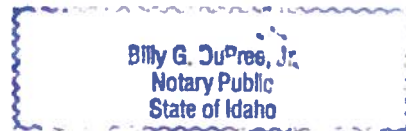
By: Judith D. Harding
Judith D. Harding, General Partner

Dated: March 18, 2013

STATE OF IDAHO)
County of Madison) :SS

On this 12th day of March, in the year 2013, before me, Billy G. Dupree, Jr., a Notary Public in and for said State, personally appeared Judith D. Harding, known or identified to me to be one of the General Partners of DECCO LIMITED PARTNERSHIP, the limited partnership that executed the instrument or the person who executed the instrument on behalf of said limited partnership, and acknowledged to me that such limited partnership executed the same.

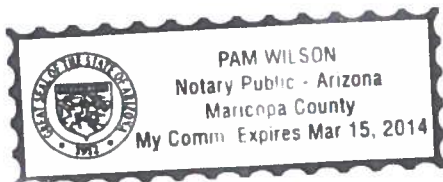
Billy G. Dupree, Jr.
Notary Public for Idaho
Residing at: Rexburg, Idaho
My Commission Expires: 12/04/16



GRANTOR:
CAN ADA FARMS, INC.

By: *LaDonna B. Taylor*
LaDonna B. Taylor, President

Dated: 3/14/13



STATE OF Arizona)
County of Maricopa :ss

On this 14 day of March, in the year 2013, before me, Pam Wilson, a Notary Public in and for said State, personally appeared LaDonna B. Taylor, known or identified to me to be the President of Can Ada Farms, Inc., 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.

Pam Wilson
Notary Public for Arizona
Residing at: Maricopa City, AZ
My Commission Expires: 3-15-14

Exhibit A

Lot 7 and the Southeast Quarter of the Southwest Quarter of Section 6; and

Lots 1 and 2 and the East Half of the Northwest Quarter of Section 7;

EXCEPTING THEREFROM the Southerly 990 feet of the Westerly 1100 feet of
Government Lot 2 of Section 7;

all in Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho

(Parcel No. S2207212400).

2013-012516

RECORDED

03/20/2013 04:32 PM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=6 JCRANE

\$25.00

TYPE: DEED

PIONEER TITLE CANYON - CALDWELL

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501606

WARRANTY DEED

For Value Received

DECCO LIMITED PARTNERSHIP, an Idaho limited partnership, as to an undivided
fifty percent (50%) interest and

CAN ADA FARMS, INC., an Idaho corporation, as to an undivided fifty percent (50%)
interest

hereinafter collectively called the Grantor, hereby grants, bargains, sells and conveys unto

Owyhee Range Farms LLC, a Delaware limited liability company
Address: 266 Southwoods Centre
Columbia, IL 62236,

hereinafter called the Grantee, one hundred percent (100%) interest in the premises situated in
Canyon County, Idaho, described on the attached Exhibit A;

SUBJECT TO all existing patent reservations, easements, rights of way, protective
covenants and other matters of record; all applicable zoning ordinances and building codes, laws
and regulations; and liens and encumbrances made by Grantee, including the following:

1. Rights and claims in and to those portions of the property hereby conveyed lying
within the right of ways of ditches, canals and laterals including but not limited to
Southside Boulevard along the West boundary, Rose Lane along the South boundary and
S. Can Ada Road along the East boundary.
2. An Easement containing certain terms; conditions and provisions affecting a
portion of said premises and for the purposes state herein

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WARRANTY DEED

For Value Received

DECCO LIMITED PARTNERSHIP, an Idaho limited partnership, as to an undivided fifty percent (50%) interest and

CAN ADA FARMS, INC., an Idaho corporation, as to an undivided fifty percent (50%) interest

hereinafter collectively called the Grantor, hereby grants, bargains, sells and conveys unto

Owyhee Range Farms LLC, a Delaware limited liability company
Address: 266 Southwoods Centre
Columbia, IL 62236,

hereinafter called the Grantee, one hundred percent (100%) interest in the premises situated in **Canyon County, Idaho**, described on the attached Exhibit A;

SUBJECT TO all existing patent reservations, easements, rights of way, protective covenants and other matters of record; all applicable zoning ordinances and building codes, laws and regulations; and liens and encumbrances made by Grantee, including the following:

1. Rights and claims in and to those portions of the property hereby conveyed lying within the right of ways of ditches, canals and laterals including but not limited to Southside Boulevard along the West boundary, Rose Lane along the South boundary and S. Can Ada Road along the East boundary.
2. An Easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes state herein

For: To construct, maintain and repair underground power lines over, through, under and across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines, and the further right to remove trees, bushes, sod, flowers and shrubbery and other obstructions and improvements, interfering with the location, construction and maintenance of said power lines.
In Favor of: Idaho Power Company, an Idaho corporation
Recorded: August 8, 1963
Instrument No.: 537415
Affects: The East Half of the Northeast Quarter the exact location of which is undisclosed of record;

3. Reservations including all the oil and gas by the United States of America under Patent recorded March 26, 1964 as Instrument No. 547520;

4. Transmission line right-of-ways in favor of Idaho Power Company as disclosed within United States Patent recorded March 26, 1964 as Instrument No. 547520, records of Canyon County, Idaho.
Affects the South Half of the Northwest Quarter;

5. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein.

For: private roadway and pipeline
In Favor of: Clayter F. Forsgren and Diane B. Forsgren, his wife
Recorded: June 21, 1974
Instrument No.: 731844
Affects: That portion of the Southeast Quarter of the Northeast Quarter of Section 12 lying within the following described tract: COMMENCING at the Southeast corner of the Northeast Quarter of Section 12 and running West 46.67 feet; thence Northeasterly 66 feet more or less to a point 46.67 feet North of the point of beginning; thence South 46.67 feet to the point of beginning;

6. Dedication to the Public for road purposes by Can Ada Farms, a partnership consisting of Deleva Corp. and Decco Inc., recorded June 20, 1978 as Instrument No. 837082, records of Canyon County, Idaho.

Affects the North 28 feet of the North Half of Section 12; and

7. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein

For: Idaho Power Company, an Idaho corporation
Recorded: August 30, 1999
Instrument No.: 9933378
Affects: The Southwest Quarter of the Northwest Quarter of Section 12.

TOGETHER WITH all and singular the tenements; hereditaments; appurtenances; water and water rights and ditch or irrigation company shares or permits thereunto belonging or in anywise appertaining including, but not limited to, State of Idaho Water Rights Nos. IDWR 63-3339A and IDWR 63-20487; the reversion and reversions; remainder and remainders; rents; issues and profits thereof.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its heirs, successors, transferees and assigns forever. And Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever.

Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its heirs, successors, transferees and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

(Signatures and Acknowledgments on Following Pages)

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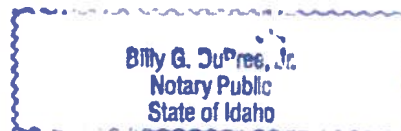
By: Judith D. Harding
Judith D. Harding, General Partner

Dated: March 18, 2013

STATE OF IDAHO)
County of Madison) :ss

On this 12th day of March, in the year 2013, before me, Billy G. DuPre, Jr., a Notary Public in and for said State, personally appeared Judith D. Harding, known or identified to me to be one of the General Partners of DECCO LIMITED PARTNERSHIP, the limited partnership that executed the instrument or the person who executed the instrument on behalf of said limited partnership, and acknowledged to me that such limited partnership executed the same.

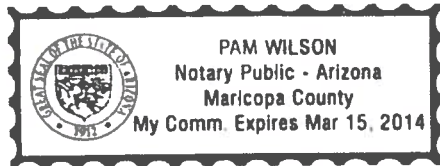
Billy G. DuPre, Jr.
Notary Public for Idaho
Residing at: Rexburg, Idaho
My Commission Expires: 12/04/16



GRANTOR:
CAN ADA FARMS, INC.

By: LaDonna B. Taylor - Pres
LaDonna B. Taylor, President

Dated: 3/14/13



STATE OF Arizona)
County of Maricopa) ss

On this 14 day of March, in the year 2013, before me, Pam Wilson, a Notary Public in and for said State, personally appeared LaDonna B. Taylor, known or identified to me to be the President of Can Ada Farms, Inc., 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.

Pam Wilson
Notary Public for Arizona
Residing at: Maricopa, AZ
My Commission Expires: 3-15-14

Exhibit A

The South Half of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter, and the Northeast Quarter of Section 12, Township 1 North, Range 2 West, Boise Meridian, Idaho, Canyon County, Idaho (Parcel No. 28475000 0)