

DEW

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 02 2012

WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No	Split?	Water Right/Claim No	Split?	Water Right/Claim No	Split?
PD 61-2186	Yes ☐	PD 61-2220	Yes ☐	PD 61-7060	Yes ☐
PD 61-7222	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Broken Arrow Farms, Inc.
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Sunview Dairy, L.L.C.
Name of each new owner as listed on the conveyance document

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

6600 SW Blanksma Rd

Mailing address

Mountain Home

City

ID

State

83647

ZIP

(208) 941-3908

Telephone

SunviewDairy@gmail.com

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. 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.

7. Signature: [Signature] Manager 7/26/12
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 JL Date 7-27-12 Receipt No. W040429 Receipt Amt. 100.00

Approved by _____ Processed by PS Date 8-28-12



ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

2004 OCT 22 AM 8:58
STATE OF IDAHO

FILED EFFECTIVE

- The name of the limited liability company is: SUNVIEW DAIRY, L.L.C.
- The street address of the initial registered office is: 1610 4th Street North,
Nampa, Idaho 83687 and the name of the initial registered agent at the above address is: Christine Kincaid
- The mailing address for future correspondence: 569 Birch Bay Lynden Road,
Lynden, WA 98264
- Management of the limited liability company will be vested in:
Manager(s) ☒ or Member(s) ☐ . (please check the appropriate box)
- If management is to be vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is to be vested in the members, list the name(s) and address(es) of at least one initial member.

Name

Address

Ed DeGroot

569 Birch Bay Lynden Road, Lynden, WA 98264

- Signature of at least one person responsible for forming the limited liability company:

Signature

[Signature]

Typed Name Lesa Starkenburg-Kroontje

Capacity Organizer

Signature

Typed Name

Capacity

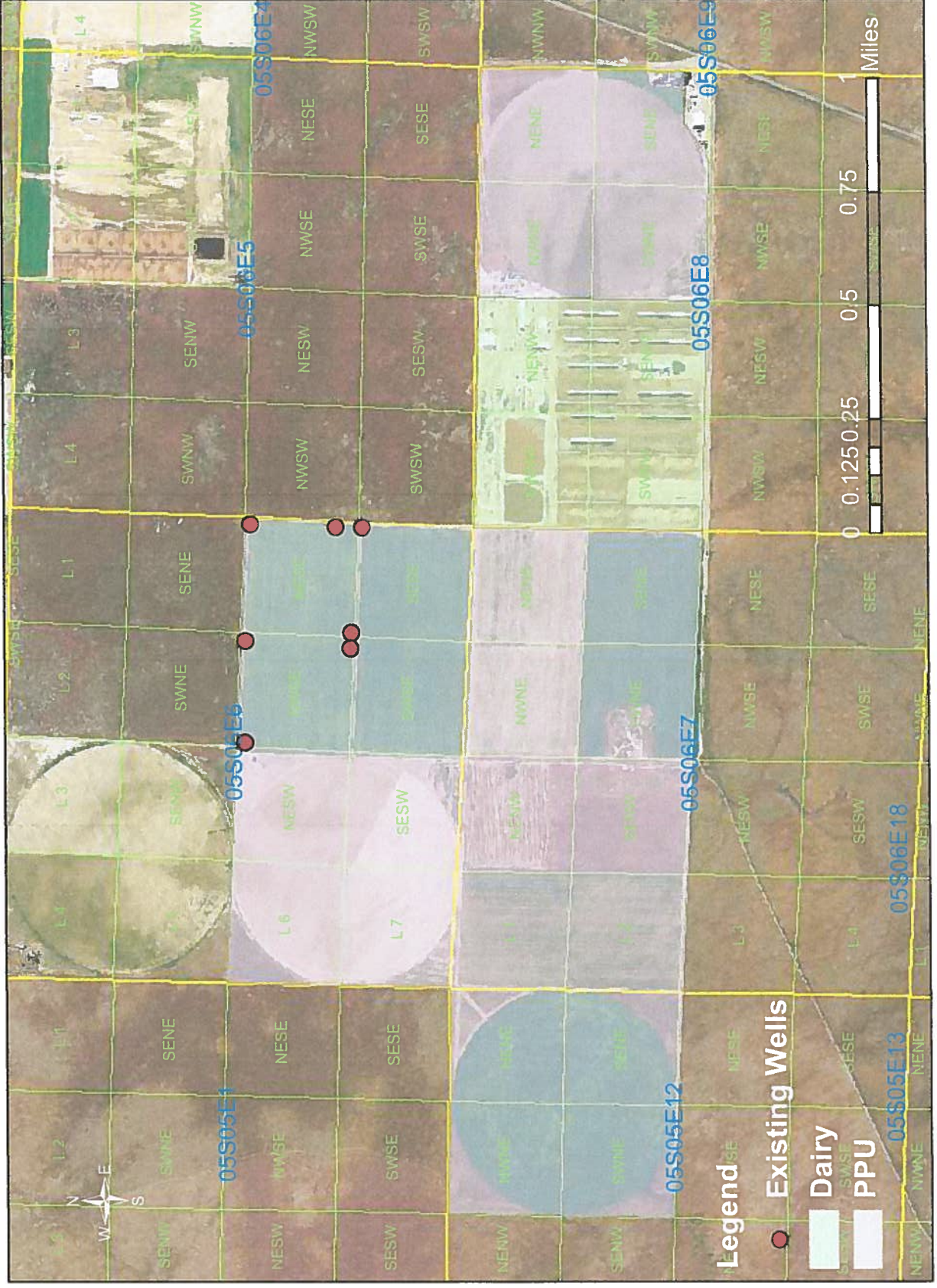
Secretary of State use only

IDAHO SECRETARY OF STATE
10/22/2004 05:00
CK: 7878 CT: 183115 ME: 772569
1 @ 100.00 = 100.00 ORGAN LLC # 2

W34088

No. W 34088	Due no later than Oct 31, 2011 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. SUNVIEW DAIRY, L.L.C. ED DEGROOT 6600 SW BLANKSMA RD MOUNTAIN HOME ID 83647		CHRISTINE KINCAID 6524 ANGELA NAMPA ID 83686			
			3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
MANAGER	ED DEGROOT	6600 SW BLANKSMA RD	MOUNTAIN HOME	ID	USA	83647
MEMBER	ED DEGROOT	6600 SW BLANKSMA RD	MOUNTAIN HOME	ID	USA	83647-5879
5. Organized Under the Laws of: ID W 34088		6. Annual Report must be signed.* Signature: Chris Alzola Name (type or print): Chris Alzola Date: 08/11/2011 Title: Bkpr				
Processed 08/11/2011		* Electronically provided signatures are accepted as original signatures.				

Sunview Dairy Change of Ownership



QUITCLAIM DEED

RECEIVED

AUG 27 2012

WATER RESOURCES
WESTERN REGION

FOR VALUE RECEIVED, Thomas B. DeGroot and Jackie DeGroot, Grantors, do hereby convey, release, remise and forever quitclaim unto

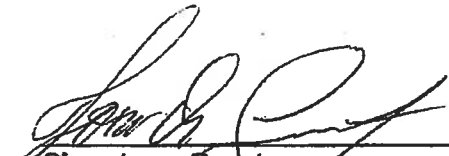
Sunview Dairy, L.L.C., Grantee, whose address is 6600 SW Blanksma Rd, Mountain Home, ID 83647, the following described property, to wit:

Water rights 61-2186, 61-2220, 61-7060 and 61-7222 appurtenant to the N½ Section 8 Township 5 South Range 6 East, B.M., Elmore county.

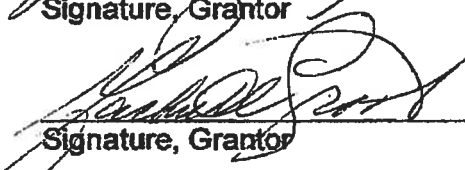
Together with the appurtenances.

This deed is intended to convey to the Grantee all right, title, and interest of the Grantor in and to said property, now owned or hereafter acquired.

Dated July 27th, 2012.



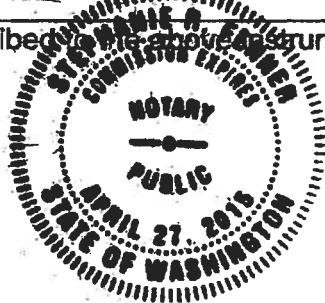
Signature, Grantor

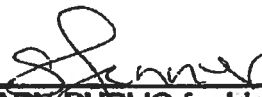


Signature, Grantor

STATE OF IDAHO WA)
County of Whatcom)

On this 27th day of July, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Jackie and Thomas DeGroot, known to me to be the persons whose names are subscribed to the above instrument, and acknowledged to me that s/he executed the same.





NOTARY PUBLIC for Idaho Washington
Residing at: Lynden, WA
My Commission Expires: 4/27/15

Instrument # 429837 # Pages: 2
ELMORE COUNTY, Idaho
Aug 22, 2012 11:06:09 am Fee: \$ 13.00
For: ED DEGROOT
BARBARA STEELE Recorder
DELLIS Deputy

AUG 27 2012

WATER RESOURCES
WESTERN REGION

WARRANTY DEED

FOR VALUE RECEIVED

James Alan Blanksma and Kristine E. Blanksma, husband and wife

GRANTOR(s) do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Sunview Dairy, LLC,

GRANTEE(s) whose address is: 6600 SW Blanksma Road, Mountain Home, ID 83647

The following described real property in ELMORE County, Idaho to wit:

Township 5 South, Range 5 East, Boise Meridian, Elmore County, Idaho

Section 12: NE¼

its appurtenances and improvements, and all water rights appurtenant thereto

Subject to: Taxes, easements and restrictions of record.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: December 18, 2009

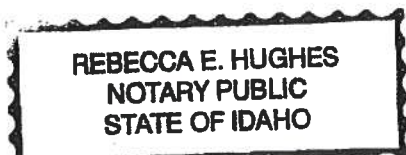
James Alan Blanksma
James Alan Blanksma

Kristine E. Blanksma
Kristine E. Blanksma

State of IDAHO
County of ELMORE

On December 18, 2009 before me, a notary public in and for said State, personally appeared **James Alan Blanksma and Kristine E. Blanksma**, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



Rebecca E. Hughes
Notary Public
Residing at: Mountain Home, Idaho
Commission Expires: 1/30/10

GRANTEE whose address is: 6600 SW Blanksma Road, Mountain Home, ID 83647

the following described real property in **ELMORE** County, Idaho, to wit:

Township 5 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 6: SE¼, U.S. Government Lots 6 & 7, NE¼ SW¼ and SE¼ SW¼

Section 7: NE¼

its appurtenances and improvements, and all water rights appurtenant thereto

Subject to: Taxes, easements and restrictions of record.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its **President and Secretary**.

Dated: December 18, 2009

Broken Arrow Farms, Inc., an Idaho corporation

James Alan Blanksma
By: James Alan Blanksma, President

Instrument # 411691

ELMORE COUNTY

2:33:26 pm

For: **FIRST AMERICAN TITLE COMPANY**

No. of Pages: 1

MARSA PLUMMER, Recorder

DELLIS, Deputy

Dec 21, 2009

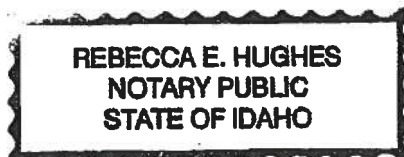
Fee: \$ 3.00

Kristine E. Blanksma
By: Kristine E. Blanksma, Secretary

State of IDAHO
County of ELMORE

On December 18, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **James Alan Blanksma and Kristine E. Blanksma**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as on behalf of **Broken Arrow Farms**, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Rebecca E. Hughes
Notary Public
Residing at: Mountain Home, Idaho
Commission Expires: 1/30/10

RECEIVED

AUG 27 2012

WATER RESOURCES
WESTERN REGION

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED,

Broken Arrow Farms, Inc., an Idaho corporation

a corporation duly organized and existing under the laws of the State of IDAHO, does hereby GRANT, BARGAIN, SELL and CONVEY unto

Sunview Dairy, LLC,

GRANTEE whose address is: **6600 SW Blanksma Road, Mountain Home, ID 83647**

the following described real property in **ELMORE** County, Idaho, to wit:

Township 5 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 6: SE¼, U.S. Government Lots 6 & 7, NE¼ SW¼ and SE¼ SW¼

Section 7: NE¼

its appurtenances and improvements, and all water rights appurtenant thereto

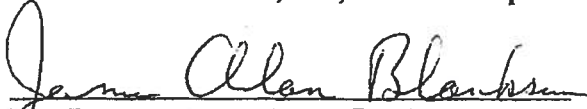
Subject to: Taxes, easements and restrictions of record.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

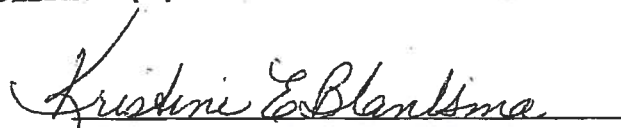
IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its **President and Secretary**.

Dated: December 19, 2009

Broken Arrow Farms, Inc., an Idaho corporation


By: **James Alan Blanksma, President**

Instrument # 411691
ELMORE COUNTY
2:33:26 pm Dec 21, 2009
For: **FIRST AMERICAN TITLE COMPANY**
No. of Pages: 1 Fee: \$ 3.00
MARSA PLUMMER, Recorder
DELLIS, Deputy


By: **Kristine E. Blanksma, Secretary**

State of IDAHO
County of ELMORE

QUITCLAIM DEED

RECEIVED

AUG 27 2012

I/WE,

KENNETH L. MORROW

, am/are

owner(s) of the W $\frac{1}{2}$ NW $\frac{1}{4}$ Section 7 Township 5S Range 6E, ^{LOTS 1 & 2 b/m} B.M. in Elmore County and
do not claim any ownership interest in water rights 61-2186, 61-2222, 61-7060 or 61-

7222 all in the name of Broken Arrow Farms, Inc. Address: 2014 Onati Ave Mountain Home
ID. 83647

This deed is intended to clear title to the above referenced water rights even
though some or all of these rights or portions of these rights have been used from time
to time for irrigation of said property.

Dated July 26, 2012.

Kenneth L. Morrow

Signature, Property Owner

STATE OF IDAHO)

County of Canyon)

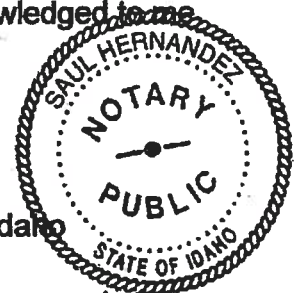
On this 26th day of July, 2012, before me, the
undersigned, a Notary Public in and for said state, personally appeared
Kenneth L. Morrow, known to me to be the
person whose name is subscribed to the above instrument, and acknowledged to me
that s/he executed the same.

Saul Hernandez

NOTARY PUBLIC for Idaho
Residing at:

ADA County

My Commission Expires: 8/10/2012



WARRANTY DEED

FOR VALUE RECEIVED

James Alan Blanksma and Kristine E. Blanksma, husband and wife

GRANTOR(s) do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Sunview Dairy, LLC,

GRANTEE(s) whose address is: **6600 SW Blanksma Road, Mountain Home, ID 83647**

The following described real property in **ELMORE** County, Idaho to wit:

Township 5 South, Range 5 East, Boise Meridian, Elmore County, Idaho

Section 12: NE¼

its appurtenances and improvements, and all water rights appurtenant thereto

Subject to: Taxes, easements and restrictions of record.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: December 18, 2009

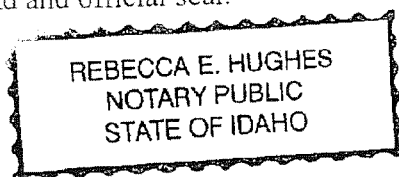
James Alan Blanksma
James Alan Blanksma

Kristine E. Blanksma
Kristine E. Blanksma

State of IDAHO
County of ELMORE

On December 18, 2009 before me, a notary public in and for said State, personally appeared **James Alan Blanksma and Kristine E. Blanksma**, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



Rebecca E. Hughes
Notary Public
Residing at: Mountain Home, Idaho
Commission Expires: 1/30/10

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED.

Broken Arrow Farms, Inc., an Idaho corporation

a corporation duly organized and existing under the laws of the State of IDAHO, does hereby GRANT, BARGAIN, SELL and CONVEY unto

Sunview Dairy, LLC,

GRANTEE whose address is: 6600 SW Blanksma Road, Mountain Home, ID 83647

the following described real property in **ELMORE** County, Idaho, to wit:

Township 5 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 6: SE¼, U.S. Government Lots 6 & 7, NE¼ SW¼ and SE¼ SW¼

Section 7: NE¼

its appurtenances and improvements, and all water rights appurtenant thereto

Subject to: Taxes, easements and restrictions of record.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its **President and Secretary**.

Dated: December 18, 2009

Broken Arrow Farms, Inc., an Idaho corporation

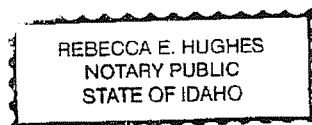
James Alan Blanksma
By: James Alan Blanksma, President

Kristine E. Blanksma
By: Kristine E. Blanksma, Secretary

State of IDAHO
County of ELMORE

On December 18, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **James Alan Blanksma and Kristine E. Blanksma**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as on behalf of **Broken Arrow Farms**, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Rebecca E. Hughes
Notary Public
Residing at: Mountain Home, Idaho
Commission Expires: 1/30/10

FOR VALUE RECEIVED, Thomas B. DeGroot and Jackie DeGroot, Grantors, do hereby convey, release, remise and forever quitclaim unto

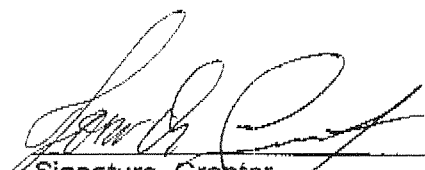
Sunview Dairy, L.L.C., Grantee, whose address is 6600 SW Blanksma Rd, Mountain Home, ID 83647, the following described property, to wit:

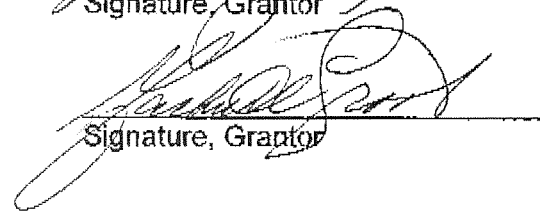
Water rights 61-2186, 61-2220, 61-7060 and 61-7222 appurtenant to the N½ Section 8 Township 5 South Range 6 East, B.M., Elmore county.

Together with the appurtenances.

This deed is intended to convey to the Grantee all right, title, and interest of the Grantor in and to said property, now owned or hereafter acquired.

Dated July 27th, 2012.

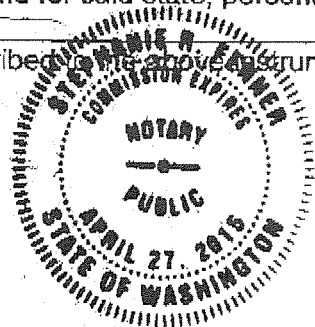

Signature, Grantor

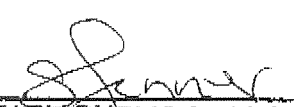

Signature, Grantor

STATE OF ~~IDAHO~~ WA)

County of Whatcom)

On this 27th day of July, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Jackie and Thomas DeGroot, known to me to be the persons whose names are subscribed to the above instrument, and acknowledged to me that s/he executed the same.




NOTARY PUBLIC for ~~Idaho~~ Washington
Residing at: Lynden, WA
My Commission Expires: 4/27/15

QUITCLAIM DEED

I/WE,

KENNETH L. MORROW, am/are
owner(s) of the W $\frac{1}{2}$ NW $\frac{1}{4}$ Section 7 Township 5S Range 6E, ^{LOTS 1 & 2 km} B.M. in Elmore County and
do not claim any ownership interest in water rights 61-2186, 61-2222, 61-7060 or 61-
7222 all in the name of Broken Arrow Farms, Inc.

This deed is intended to clear title to the above referenced water rights even
though some or all of these rights or portions of these rights have been used from time
to time for irrigation of said property.

Dated July 26, 2012.

Kenneth L. Morrow

Signature, Property Owner

STATE OF IDAHO)
County of Canyon)

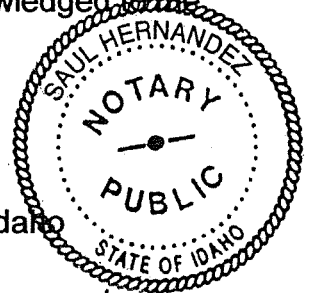
On this 26th day of July, 2012, before me, the
undersigned, a Notary Public in and for said state, personally appeared
Kenneth L. Morrow, known to me to be the
person whose name is subscribed to the above instrument, and acknowledged to me
that s/he executed the same.

Saul Hernandez

NOTARY PUBLIC for Idaho
Residing at:

ADA County

My Commission Expires: 8/10/2012



AGREEMENT

(Water Rights)

This Agreement is entered into this 8th day of March 2005 by and between Broken Arrow Farms, Inc. an Idaho corporation and James A. Blanksma and Kristine E. Blanksma, husband and wife (collectively "BAF") and Thomas B. DeGroot and Jackie DeGroot, husband and wife ("DeGroot") and NWA Development II, Inc. a Washington Corporation ("NWA").

RECITALS

- A. Broken Arrow Farms, Inc. is the owner of 320 acres of real property located in Elmore County Idaho which is described on Exhibit A hereto. The Exhibit A property is being sold to NWA an exchange accommodator on behalf of DeGroot. DeGroot intends to establish a dairy operation on the Exhibit A property.
- B. Broken Arrow Farms, Inc. and James and Kristine Blanksma are the owners of 640 acres of real property located in Elmore County Idaho which is described on Exhibit B hereto and which is adjacent to the Exhibit A property.
- C. DeGroot has an unrecorded exclusive option to purchase the Exhibit B property (hereinafter the "option").
- D. The Exhibit A and Exhibit B properties currently share a common irrigation system wherein three wells and interconnected pipelines are used to irrigate the properties with licensed water rights 61-7222; 61-2186; 61-2220 and 61-7060.
- E. In connection with the transaction referenced in paragraph A above, BAF will grant NWA an easement to the well from which NWA and/or DeGroot will divert water for the Exhibit A property. A legal description for the well and easement is attached hereto as Exhibit C. The well located in the attached Exhibit C description is referred to hereinafter as the "DeGroot Well."
- F. In connection with DeGroot's development of a dairy on the Exhibit A property, all of water right 61-7222 and a portion of water right 61-2186 has been transferred from irrigation to commercial and or stock water.
- G. The balance of 61-2186 and rights 61-2220 and 61-7060 are used to irrigate the Exhibit A and Exhibit B property, all sharing the full 920 acres as a place of use.

- H. The purpose of this Agreement is to establish the ownership interests in the water rights that will result from the transaction in which the Exhibit A property is conveyed to NWA.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1. All of water right 61-7222 and the portion of water right 61-2186 identified in transfer no. 71617 for stock and commercial water shall be conveyed to NW Development II, Inc. at closing.
2. Consistent with the contract between BAF and NW Development II, Inc. and the warranty deeds, BAF will convey to NW Development II, Inc 3.04 cfs/608 afa of water which is sufficient to irrigate 152 acres of the Exhibit A property using 0.02 cfs per acre/4.0 afa per acre. The parties acknowledge that 152 acres is the amount of land that will remain in farm ground after construction of the dairy on the Exhibit A property.
3. The parties hereto agree to work with ERO Resources, the firm handling transfer 71617, to identify the portion of each remaining right (61-2186; 61-2220; 61-7060) that comprises the 3.04 cfs/6.08 afa conveyed to NWA.
4. The parties further acknowledge and agree that they will continue to work together during the term of the DeGroot's option to accomplish delivery of water to the Exhibit A and B properties from any of the three wells located on the Exhibit B property, including the DeGroot Well.
5. Notwithstanding paragraph 4, DeGroot and/or NWA agree to use only the DeGroot Well unless an emergency or break down of the DeGroot well necessitates use of one of the other wells located on the Exhibit B property. In that event, BAF agrees to make water available to DeGroot and/or NWA on a temporary basis only, pending repair of the DeGroot well.
6. In the event the Exclusive Option to Purchase is terminated and the DeGroots do not exercise their option to purchase the Exhibit B property, then at that time, the parties agree to file the appropriate point-of-diversion transfers to reflect that DeGroot has the exclusive right to use the DeGroot Well and BAF may not divert water from that point of diversion; and that BAF has the exclusive right to use the other two wells located on the Exhibit B property, and DeGroot may not divert water from those points of diversion to the Exhibit A property.

7. This Agreement shall not be recorded, and shall terminate at the time the Exclusive Option to purchase the Exhibit B property is exercised.
8. If either party seeks the services of an attorney for enforcement of any term or condition herein contained, the prevailing party shall have the right to reimbursement of reasonable attorney fees and costs incurred both as to trial and on appeal.
9. This Agreement may not be modified except by a written document signed by both parties. Any waiver of any term or provision of this Agreement must be in writing and signed by the party granting the waiver. The provisions of this Agreement are severable and if any part of this Agreement is found to be unenforceable the other provisions shall remain fully valid and enforceable. This Agreement shall be governed by Idaho law.

Broken Arrow Farms, Inc.

By James C. Blanksma
James Blanksma, President

James C. Blanksma
James Blanksma, Individually

Kristine Blanksma
Kristine Blanksma, Individually

Thomas B. DeGroot
Thomas B. DeGroot

Jackie DeGroot
Jackie DeGroot

NWA Development II, Inc.

By Scot Hansen
Scot Hansen, President

CASE NO. 04-626

LEGAL DESCRIPTION
EXHIBIT "A"

TRACT I:

A parcel of land situated in the North Half of Section 8, Township 5 South, Range 6 East of the Boise Meridian, Elmore County, Idaho, described as follows:

Beginning at the East Quarter corner of Section 8, Township 5 South, Range 6 East, of the Boise Meridian; thence along the South line of the Northeast Quarter of said Section 8, North 89°58'00" West a distance of 276.42 feet; Thence leaving said South line, North 14°54'25" West a distance of 232.82 feet; Thence North 89°58'00" West a distance of 453.98 feet; Thence South 00°01'14" West a distance of 225.00 feet to a point on said South line; Thence along the South line of the Northeast and Northwest Quarter of said Section 8, North 89°58'00" West a distance of 4,545.18 feet to the West Quarter corner of said Section 8; Thence along the West line of the Northwest Quarter of said Section 8, North 00°14'44" West a distance of 2,667.93 feet to the Section corner common to Sections 5, 6, 7 and 8; Thence along the North line of said Section 8, South 89°54'00" East a distance of 5,347.99 feet to the Section corner common to Sections 1, 3, 8 and 9; Thence along the East line of the Northeast Quarter of said Section 8, South 00°01'14" West a distance of 2,651.70 feet to the Point of Beginning.

SAVE AND EXCEPT THE FOLLOWING PARCEL OF LAND:

Township 5 South, Range 6 East, Boise Meridian, Elmore County, Idaho.

Section 8: SW1/4SE1/4NE1/4

03/04/2005 09:48 2085878378

1 GUARANTY TITLE: INC

PAGE 04

BASE NO.: 05-219

LEGAL DESCRIPTION
EXHIBIT "E"

Handwritten:
To
JDO
JCB.
JCB



TRACT I:

Parcels of land located in Township 5 South, Range 5 East, Boise Meridian, Elmore County, Idaho, more particularly described as follows:

Section 7: NE1/4
Section 6: SE1/4, E1/2SW1/4, and
U.S. Government Lots 6 and 7

TRACT II:

Township 5 South, Range 5 East, Boise Meridian, Elmore County, Idaho

Section 12: NE1/4

No. 1824 P. 5/7

Apr. 25 2005 01:59PM PS

FAX NO.: 360 354 2750

SCOTT HANSEN CPA PC

Apr. 25, 2005 2:50PM

FROM: DEERDOT DAIRY

EXHIBIT "C"

Actual Easement

TC
JDC
LCB
KEL



Real Property Located in Elmore County, Idaho, more particularly described as follows:

A 20' wide strip of land centered on an existing irrigation pipe and being 10 feet on each side of the described centerline within Section 6, and 7, Township 5 South, Range 6 East of the Boise Meridian, Elmore County, Idaho, described as follows:

Commencing at the West Quarter corner of Section 8, Township 5 South, Range 6 East, of the Boise Meridian; thence along the West line of said Section 8, North 00°14'44" West a distance of 1333.96 feet to the **True Point of Beginning** of said centerline, Thence North 25°58'24" West a distance of 3028.08 feet along said centerline of herein described easement; Thence South 89°29'55" West a distance of 160.57 feet along said centerline to the **Point of Terminus**.

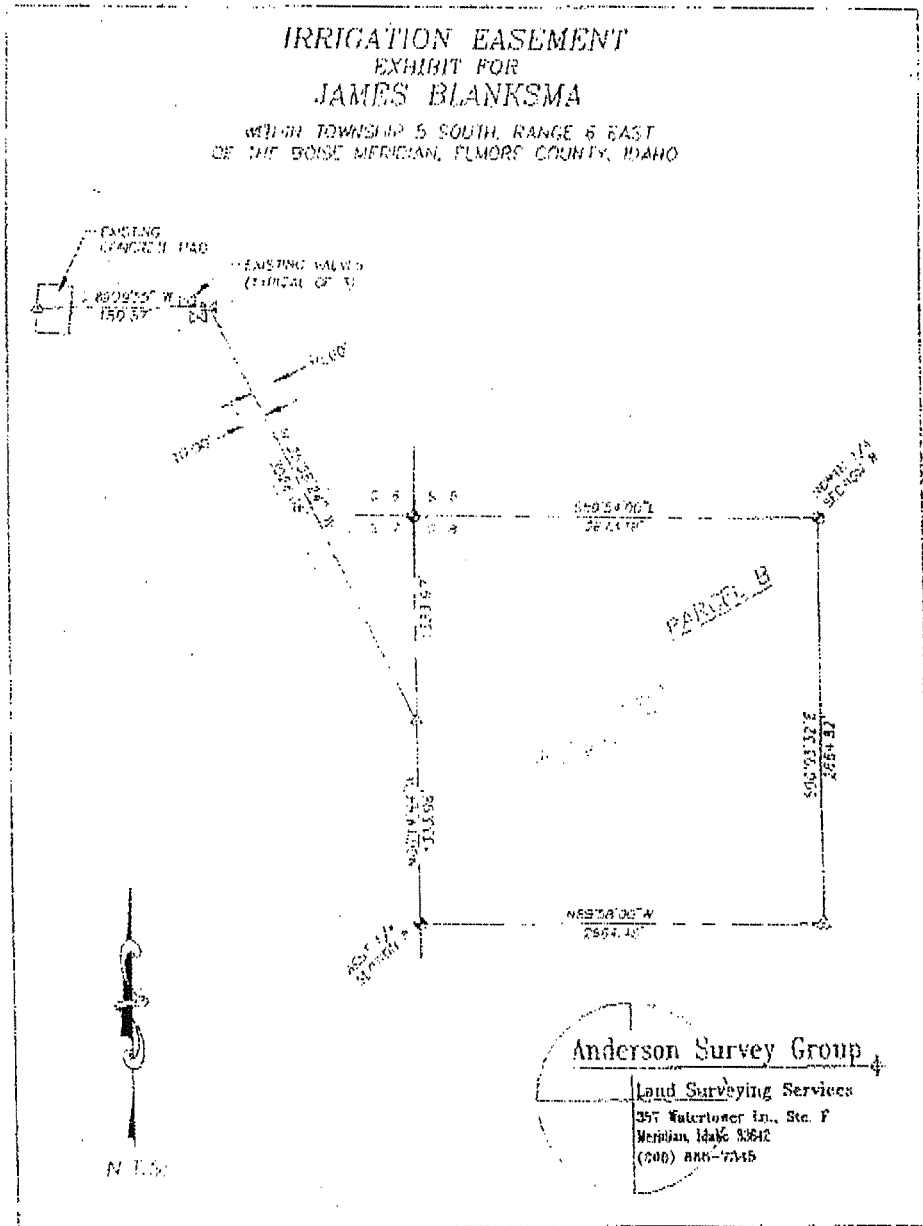
The sidelines of said 20.00 foot wide strip of land shall be lengthened or shortened to end at a point perpendicular to the point of terminus and lengthened or shortened to end at a point on the West line of said Section 8.

WELL AND PIPELINE EASEMENT EXHIBIT "C"

76
JDC

Lab.
Lab

SA



Should questions arise during
the processing of this applica-
tion please contact:

SHERL L. CHAPMAN
410 S. Orchard, Suite 144
Boise, ID 83785
344-6690

Transfer No. 3031

Water Right No. 61-7222/61-7060
61-2220/61-2186

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

To Change the Point of Diversion and/or the Place of Use

APPROVED

Name of applicant Broken Arrow Farms - Hill Ranch Phone 587-7939
Post Office address Box 23-A, Mountain Home, Idaho 83647

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

a. Decree No. _____ Decreed to _____
(Name)
in case of _____ VS _____

dated in _____ in _____ county of _____
(A) 61-7222; (B) 61-7060 (Name of court)

b. License No. (C) 61-2220 (D) 61-2186 Issued by the Idaho Department of Water Resources

c. Claim No. _____ on file with the Idaho Department of Water Resources

2. If applicant is not the original holder of this right, explain how it was acquired and attach a copy of the deed
or other evidence of ownership of the land to which the right is appurtenant _____

3. Source of water Ground Water tributary to -----

4. Date of priority (A) 4-14-75; (B) 6-20-69; (C) 4-10-67; (D) 2-3-66 *

5. Water is used for the following purposes:

amount (A) 3.2 cfs for Irrigation purposes from 3-15 to 11-15
amount (B) 6.4 cfs for Irrigation purposes from 3-1 to 11-15
amount (C) 6.4 cfs for Irrigation purposes from 3-15 to 11-15
*(D) 3.16 cfs Irrigation 4/1 to 10/31 (month/day — both dates inclusive)

6. Total amount of water under right: a. 16 cfs cubic feet per second
8/or
b. 3600 acre feet per annum

7. Location of original point of diversion is NE 1/4 of SE 1/4 of Section 5

Township 5S Range 6E B.M. in Elmore County

Additional points of diversion, if any NW 1/4 SE 1/4, Sec. 6, T5S, R6E, Elmore County

SW 1/4 SE 1/4, Sec. 6, Twp 5S, Rge 6E, Elmore County *

8. Lands irrigated or place of use:

TWP.	RANGE	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
5S	6E	6									40	40	40	40	40	40	40	40	320
5S	6E	7	40	40	40	40													160
5S	6E	8	40	40	40	40	40	40	40	40									320

*per letter dated 6/18/84

Total number of acres to be irrigated 800

9. Describe any other water rights used for the same purpose as described above None

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years
of nonuse? No If yes, describe in item D, REMARKS.

RECEIVED

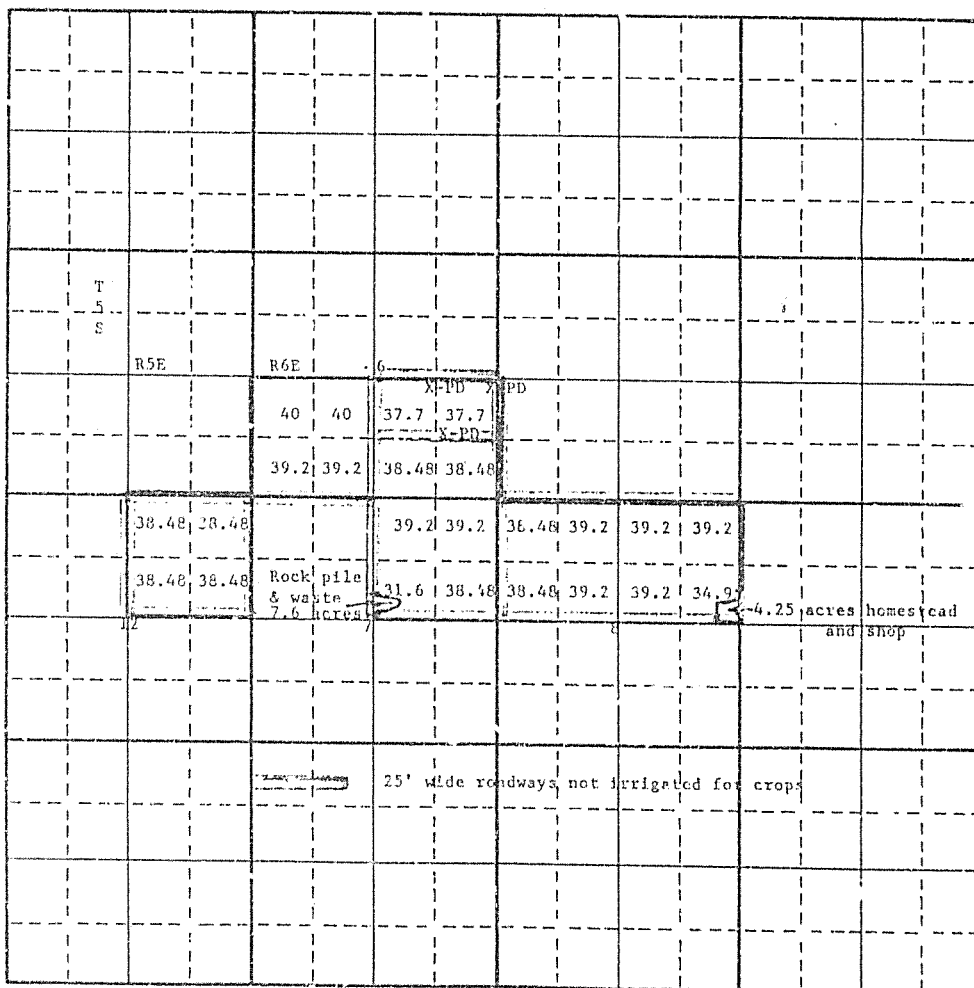
- [illegible]

c. Describe the land and place of use to which the right will be transferred.

TWP	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
5S	5E	12	38.48	38.48	38.48	38.48													153.92
5S	6E	6								40	40	39.2	39.2	39.2	39.2	38.48	38.48		310.76
		7	39.2	39.2	39.2	39.2													156.8
		8	39.2	39.2	39.2	39.2	39.2	39.2	39.2	39.2									307.2

Total number of acres to be irrigated 800 921.07
(SEE REMARKS)

4. Describe any other water rights used for the same purpose as described above. None
5. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

D. REMARKS

SEE ATTACHMENT "A"

RECEIVED

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in voiding its approval.

Subscribed and sworn to before me this 14 day of February, 19 84

James A. Blashorn
(Signature of Applicant)

Gail Anderson
(Notary Public)

My commission expires 8/86

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 61-2186/2220/7060/7222 and said application is hereby APPROVED, subject to the following limitations and conditions:

1. The total diversion rate from water rights 61-6222/7050/2220/2186 shall not exceed 16.0 cfs. 2. The total number of acres irrigated under these water rights in each and every irrigation season shall not exceed 800 acres. 3. On or before June 10 of every year in which the 800 acres to be irrigated are different from those identified in the previous yr., the water right holder shall specify for the Dept. of Water Resources the particular 800 acres that will be irrigated by these 4 water rights combined, during the current irrigation season. Failure to submit such certification, or irrigation in excess of the 800 acres specified, shall be cause for voiding of the transfer. 4. The transfer shall be retained under the jurisdiction of the Director for as long as the total place of use for the water rights exceeds 800 acres. 5. Right holder shall allow reasonable access to lands identified herein by Dept. staff to verify that no more than 800 acres are irrigated in any one year.

Witness my hand this 17 day of October, 19 84

J. M. Saxton
Chief, Operations Bureau

FOR DEPARTMENT USE ONLY

Received by CLS Date 2/14/84 Protest filed by _____
Prelim. check by CLS Fee 50 32556
Receipted by se Date 2/14/84
Published in Mountain Home News Copies of protest forwarded by _____
Pub. dates 3/15 3/22/84 26 18 84 Hearing held by _____ Date _____
Watermaster recommendation requested on _____ Recommended for approval denial
_____ rec'd. _____ by DBS Det

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED,

NWA Development II, Inc.

a corporation duly organized and existing under the laws of the State of IDAHO, does hereby GRANT, BARGAIN, SELL and CONVEY unto

Instrument # 369225
Elmore County, Idaho
04:23pm Sep. 06, 2005
For: FIRST AMERICAN TITLE COMPAN
No. of Pages: 1 Fee: \$3.00
GAIL L. BEST, Recorder
Deputy: DLE

Thomas B. DeGroot and Jackie DeGroot, husband and wife as to an undivided 96% interest and Edward DeGroot and Alicia DeGroot, husband and wife as to an undivided 4% interest

GRANTEE whose address is: 569 Birch-Bay Lynden Road, Lynden, WA 98264

the following described real property in ELMORE County, Idaho, to wit:

Township 5 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 8: A portion of the North 1/2 more fully described as:

A parcel of land situated in the North Half of Section 8, Township 5 South, Range 6 East of the Boise Meridian, Elmore County, Idaho,

Beginning at the East Quarter corner of Section 8, Township 5 South, Range 6 East, of the Boise Meridian; thence along the South line of the Northeast Quarter of said Section 8, North 89°58'00" West a distance of 276.42 feet, thence leaving said South line, North 14°54'35" West a distance of 232.88 feet; thence North 89°58'00" West a distance of 453.98 feet; thence South 00°01'14" West a distance of 225.00 feet to a point on said South line; thence along the South line of the Northeast and the Northwest Quarters of Section 8, North 89°58'00" West a distance of 4,545.18 feet to the West Quarter corner of said Section 8; thence along the West line of the Northwest Quarter of said Section 8, North 00°14'44" West a distance of 2,667.93 feet to the Section corner common to Sections 5, 6, 7 and 8, thence along the North line of said Section 8, South 89°54'00" East a distance of 5,347.99 feet to the Section corner common to Sections 4, 5, 8 and 9, thence along the East line of the Northeast Quarter of said Section 8, South 00°01'14" West a distance of 2,661.70 feet to the Point of Beginning.

SAVE AND EXCEPT any portion of the SW1/4SE1/4SE1/4NE1/4 of Section 8, Township 5 South, Range 6 East, Boise Meridian, Elmore County, Idaho.

This Transfer is for and in consideration of an IRC section 1031 exchange on behalf of the Grantee.

Subject to: Taxes, easements and restrictions of record.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President.

Dated: 09/01/05

NWA Development II, Inc.

Scot Hansen
By: Scot Hansen, President

State of WA
County of Benton

On 9-1-05, before me, the undersigned, a Notary Public in and for said State, personally appeared Scot Hansen personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as President on behalf of NWA Development II, Inc., the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Karen L. Forest
Notary Public
Residing at: W. Richland
Commission Expires: 10-9-05

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that on this day Broken Arrow Farms, an Idaho corporation and James Alan Blanksma and Kristine E. Blanksma whose address is: 2014 Onati Avenue, Mountain Home, ID 83647, the party(s) of the first part, for good and valuable consideration, to us in hand paid by Sunview Dairy, LLC, whose address is: 6600 SW Blanksma Road, Mountain Home, ID 83647, the party(s) of the second part, the receipt whereof is hereby acknowledged, do(es) by these presents Grant, Bargain, Sell and Convey unto the said party(s) of the second part, his/her/their executors, administrators and assigns

Thirty-two 1/4 mile 3" hand lines which constitute irrigation equipment used in connection with the "Property" and the irrigation pumps used in connection with the wells located on the "Property."

"Property" Legal Description:

Parcel 1: Township 5 South, Range 6 East, Boise Meridian, Elmore County, Idaho
Section 6: SE1/4, U.S. Government Lots 6 & 7, NE1/4 SW1/4 and SE1/4 SW1/4
Section 7: NE1/4

Parcel 2: Township 5 South, Range 5 East, Boise Meridian, Elmore County, Idaho
Section 12: NE1/4

TO HAVE AND TO HOLD The same to the said party(s) of the second part, his/her/their executors, administrators and assigns, forever; and the said party(s) of the first part do(es) for his/her/their heirs, executors and administrators, covenant and agree to and with the said party(s) of the second part, his/her/their executors, administrators or assigns to WARRANT and DEFEND the sale of said property, goods and chattels hereby made, unto the said party(s) of the second part, his/her/their executors, administrators and assigns, against all and every person and persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party(s) of the first party(s) hereunto set his/her/their hand(s) and seal(s) the day and year first above written.

Date: December 18, 2009

Broken Arrow Farms, an Idaho corporation

James Alan Blanksma
By: James Alan Blanksma, President

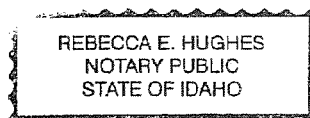
Kristine E. Blanksma
By: Kristine E. Blanksma, Secretary

James Alan Blanksma
James Alan Blanksma

Kristine E. Blanksma
Kristine E. Blanksma

State of IDAHO
County of ELMORE

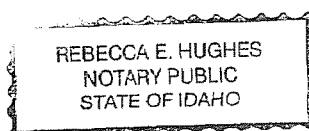
On December 18, 2009, before me, the undersigned, personally appeared James Alan Blanksma and Kristine E. Blanksma, known or identified to me to be the President and Secretary of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Rebecca E. Hughes
Notary Public
Residing at: Mountain Home, Idaho
Commission Expires: 1/31/10

State of IDAHO
County of ELMORE

On December 18, 2009, before me, the undersigned, personally appeared James Alan Blanksma and Kristine E. Blanksma, personally known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Rebecca E. Hughes
Notary Public
Residing at: Mountain Home, Idaho
Commission Expires: 1/31/10

TRUSTEES' DEED

ANNETTE MARTIN AND WALTER NEWELL PALMER, as co-trustees of
THE KATHERINE M PALMER LIVING TRUST, grantor and party of the
first part, and, SUNVIEW DAIRY, LLC, whose address is 6600 SW
Blanksma Rd, Mountain Home, Idaho 83647, grantee and party of the
second part,

WITNESSETH, that the said party of the first part, for good and
other valuable consideration, to them in hand paid by said party
of the second part, the receipt whereof is hereby acknowledged,
does hereby grant, bargain, sell and convey without warranty unto
the said party of the second part the following property situated
in Elmore County, State of Idaho, to-wit:

TOWNSHIP 5 SOUTH, RANGE 6 EAST, BOISE MERIDIAN, ELMORE COUNTY,
IDAHO

SECTION 7: E1/2NW1/4

Together with all and singular the tenements, hereditaments, and
appurtenances thereunto belonging, or other wise appertaining,
and all estate, right, title and interest in and to the said
property.

TO HAVE AND TO HOLD, all and singular the above mentioned
and described premises, together with appurtenances, unto the
party of the second part and their heirs and assigns forever.

Instrument # 423727 # Pages: 2
ELMORE COUNTY, Idaho
~~Oct 25, 2011 2:10:33 pm~~ Fee: \$ 13.00
For: GUARANTY TITLE INC
BARBARA STEELE, Recorder
DELLIS, Deputy

DATED this 11th day of August, 2011.

KATHERINE M PALMER LIVING TRUST

By Annette Martin

ANNETTE MARTIN, co-trustee

By Walter Newell Palmer

WALTER NEWELL PALMER, co-trustee

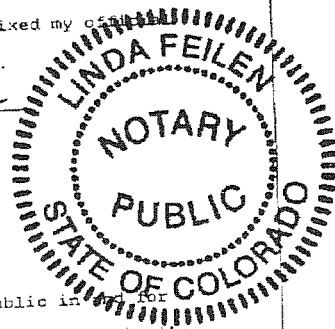
STATE OF ~~Utah~~ COLORADO
COUNTY OF ~~Salt Lake~~ SALT LAKE

On this 11th day of August, 2011 before me a Notary Public in and for said State, personally appeared ANNETTE MARTIN, known to me to be the person whose name is subscribed to the within instrument as co-trustee of the Katherine M Palmer Living Trust, and acknowledged to me that he/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.

Linda Feilen

Notary Public for
Residing at:
Comm. Exp: 05/07/2013



STATE OF Utah
COUNTY OF Salt Lake

On this 11th day of August, 2011 before me a Notary Public in and for said State, personally appeared WALTER NEWELL PALMER, known to me to be the person whose name is subscribed to the within instrument as co-trustee of the Katherine M Palmer Living Trust, and acknowledged to me that he/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.

Eileen E Leek

Notary Public for
Residing at:
Comm Exp:

