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JAN 24 2012

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

DEW

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 | 63-2814               | Yes <input checked="" type="checkbox"/> | split into 63-2814 &  | Yes <input type="checkbox"/> | 63-33632              | Yes <input type="checkbox"/> |
| PD | 63-2962               | Yes <input checked="" type="checkbox"/> | split to 63-2962 +    | Yes <input type="checkbox"/> | 63-33633              | Yes <input type="checkbox"/> |
|    | <del>63-3281</del>    | Yes <input checked="" type="checkbox"/> | <del>63-3281</del>    | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
| PD | 63-8062               | Yes <input checked="" type="checkbox"/> | split to 63-8062 +    | Yes <input type="checkbox"/> | 63-33634              | Yes <input type="checkbox"/> |
|    | <del>63-10013B</del>  | Yes <input checked="" type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |

2. Previous Owner's Name:

Williamson Orchards, J & R Farms, LLC  
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Sunny Slope Farms, LLC  
Name of each new owner as listed on the conveyance document

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

P.O. Box 308

Mailing address

Santaquial

City

Utah

State

84655

ZIP

801-367-7749

Telephone

208-615-7061

curtis @ cherry Hill farms .com

Email daniel @ cherry hill farms .com

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: 12-28-2011

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 # 63-2814

7. Signature:

Signature of new owner/claimant

Title, if applicable

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by SB

Date 1-24-2012

Receipt No. W039865

Receipt Amt. 300.00

Approved by

Processed by

Date 4-5-12

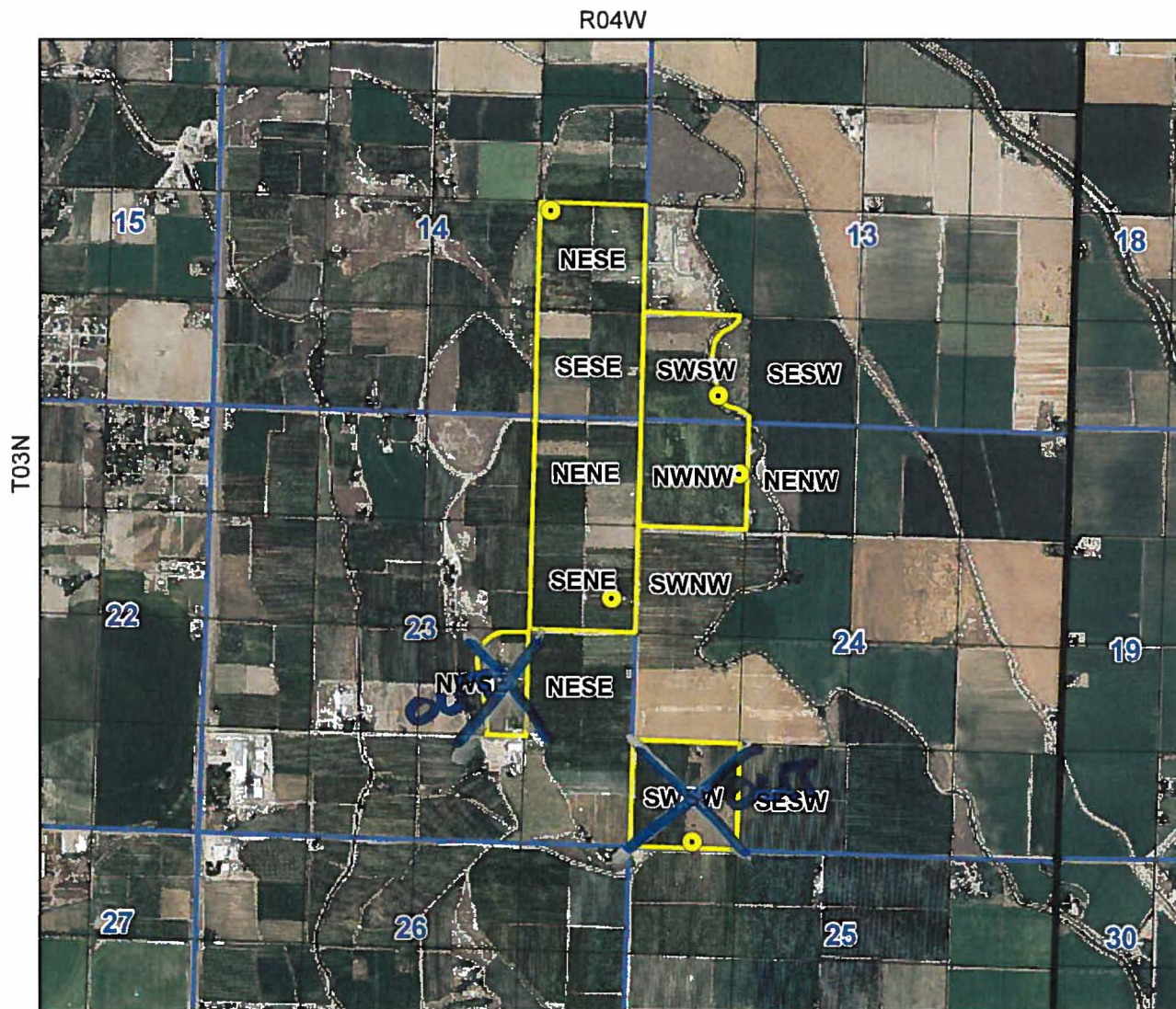
SUPPORT DATA

State of Idaho  
Department of Water Resources  
**Water Right License**

63-8062

63-2814, & 63-2962

Water Service Area Boundary for Williamson Orchards



● Point of Diversion

□ Place Of Use Boundary

□ Townships

□ PLS Sections

□ Quarter Quarters

0 0.25 0.5 1 Miles



201107984

ORIGINAL

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WATER RESOURCES  
WESTERN REGION

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

2011051624

RECORDED

2011 Dec 29 PM 3 21

CHRIS YAMAMOTO

CANYON CNTY RECORDER

BY D. Lee

Requestor Pioneer Title Canyon - Ca

Type DEED

Fee \$22.00

ELECTRONICALLY RECORDED BY SIMPLIFILE

### WARRANTY DEED

For the consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, J&R FARMS, LLLP, an Idaho limited liability limited partnership (collectively "Grantor"), conveys, grants and warrants to SUNNY SLOPE FARMS, L.L.C., a Utah limited liability company, ("Grantee"), whose address is P.O. Box 308, Santaquin, UT 84655 and its successors and assigns forever, the following described real property:

*See Exhibit "A" attached*

SUBJECT TO taxes and assessments for the year 2011 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 28<sup>th</sup> day of December, 2011.

### GRANTOR:

J&R Farms, LLLP

By

John C. Williamson  
John C. Williamson, General Partner

By

Roger L. Williamson  
Roger L. Williamson, General Partner

ELECTRONICALLY RECORDED - DO NOT  
REMOVE THIS COUNTY CLERK'S  
STAMP OR SIGNATURE FROM THE  
ORIGINAL RECORD

## WARRANTY DEED

For the consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, J&R FARMS, LLLP, an Idaho limited liability limited partnership (collectively "Grantor"), conveys, grants and warrants to SUNNY SLOPE FARMS, L.L.C., a Utah limited liability company, ("Grantee"), whose address is P.O. Box 308, Santaquin, UT 84655 and its successors and assigns forever, the following described real property:

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IN WITNESS WHEREOF, the Grantor has executed this instrument on this 28<sup>th</sup> day of December, 2011.

### GRANTOR:

**J&R Farms, LLLP**

By

John C. Williamson  
John C. Williamson, General Partner

By

Roger L. Williamson  
Roger L. Williamson, General Partner

STATE OF IDAHO )

SS.

County of Canyon )

On this 25<sup>th</sup> day of December, in the year of 2011, before me T. J. Farrell, personally appeared JOHN C. WILLIAMSON, known or identified to me to be a General Partner of J&R FARMS, LLLP, the limited liability limited partnership that executed this instrument or the person who executed the instrument on behalf of said limited liability limited partnership and acknowledged to me that such limited liability limited partnership executed the same.

(SEAL)

Notary Public for Idaho  
My Commission Expires: RESIDING IN WILDER IDAHO  
MY COMMISSION EXPIRES 4-5-13

STATE OF IDAHO )

ss.

County of Canyon )

On this 28<sup>th</sup> day of December, in the year of 2011, before me W. Russell, personally appeared ROGER L. WILLIAMSON, known or identified to me to be a General Partner of J&R FARMS, LLLP, the limited liability limited partnership that executed this instrument or the person who executed the instrument on behalf of said limited liability limited partnership and acknowledged to me that such limited liability limited partnership executed the same.

(SEAL)

Notary Public for Idaho  
My Commission Expires ~~RESIDING IN WILDER, IDAHO~~  
~~MY COMMISSION EXPIRES 4-5-13~~

## EXHIBIT A

### Parcel 1

A parcel of land being Parcel 1 as shown on that certain Record of Survey Instrument No. 2011048614 on file in the Canyon County Recorder's Office, said Parcel 1 is located in a portion of the SW1/4 of the SW1/4 of Section 13, Township 3 North, Range 4 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a found brass cap, marking the SW corner of said SW1/4 SW1/4, (Section corner common to sections 13, 14, 23 and 24) said corner bears N. 89° 18' 20" W., a distance of 2652.48 feet from a found 5/8 inch diameter iron pin, with cap stamped "Skinner LS 3627", marking the SE corner of said SW1/4 (1/4 corner common to sections 13 and 24);

Thence along the westerly boundary of said SW1/4 SW1/4, N. 00° 18' 54" E., a distance of 1258.52 feet to a set 5/8 inch diameter iron pin with cap stamped "CLS PLS 11574";

Thence leaving said westerly boundary and parallel with the northerly boundary of said SW1/4 SW1/4, S. 89° 21' 48" E., a distance of 791.35 feet to a set 5/8 inch diameter iron pin with cap stamped "CLS PLS 11574", marking the beginning of a tangent curve right;

Thence a distance of 27.87 feet along the arc of said curve right, having a radius of 20.00 feet, through a central angle of 79° 50' 44", the long chord of which bears S. 49° 26' 26" E., a distance of 25.67 feet to a set 5/8 inch diameter iron pin with cap stamped "CLS PLS 11574", marking the beginning of tangent curve left;

Thence a distance of 76.88 feet along the arc of said curve left, having a radius of 65.00 feet, through a central angle of 67° 46' 14", the long chord of which bears S. 43° 24' 11" E., a distance of 72.48 feet to a set 5/8 inch diameter iron pin with cap stamped "CLS PLS 11574", marking the beginning of tangent curve right;

Thence a distance of 18.84 feet along the arc of said curve right, having a radius of 20.00 feet, through a central angle of 53° 58' 05", the long chord of which bears S. 50° 18' 16" E., a distance of 18.15 feet to a set 5/8 inch diameter iron pin with cap stamped "CLS PLS 11574";

Thence tangent to said curve right, S. 23° 19' 14" E., a distance of 32.86 feet to a point marking the centerline of the Mora Canal;

Thence along the centerline of said Mora Canal the following courses and distances:

Thence S. 52° 59' 10" W., a distance of 47.20 feet to the beginning of a tangent curve left;

Thence a distance of 64.95 feet along said curve left, having a radius of 84.00 feet, through a central angle of 44° 18' 11", the long chord of which bears S30° 50' 05" W., a distance of 63.35 feet to a point;

Thence tangent to said curve left, S. 08° 41' 00" W., a distance of 202.53 feet to a point;

Thence S. 03° 03' 31" W., a distance of 142.55 feet to the beginning of a tangent curve left;

Thence a distance of 65.74 feet along said curve left, having a radius of 188.00 feet, through a central angle of 20° 02' 04", the long chord of which bears S. 06° 57' 30" E., a distance of 65.40 feet;

Thence tangent to said curve left, S. 16° 58' 32" E., a distance of 185.15 feet to a point;

Thence S. 13° 30' 26" E., a distance of 129.39 feet to a point;

Thence S. 18° 03' 44" E., a distance of 106.28 feet to the beginning of tangent curve left;

Thence a distance of 192.85 feet along said curve left, having a radius of 175.00 feet, through a central angle of 63° 08' 24", the long chord of which bears S. 49° 37' 56" E., a distance of 183.24 feet to a point;

Thence tangent to said curve left, S. 81° 12' 08" E., a distance of 112.00 feet to the beginning of a tangent curve right;

Thence a distance of 104.26 feet along said curve right, having a radius of 165.00 feet, through a central angle of 36° 12' 12", the long chord of which bears S. 63° 06' 02" E., a distance of 102.53 feet to a point;

Thence tangent to said curve right, S. 44° 59' 57" E., a distance of 103.42 feet to a point on the easterly boundary of said SW1/4 SW1/4;

Thence leaving the centerline of said Mora Canal and along the easterly boundary of said SW1/4 SW1/4, S. 00° 23' 12" W., a distance of 5.11 feet to a point marking the SE corner of said SW1/4 SW1/4 (W 1/16 corner common to sections 13 and 24), said point witnessed N. 89° 18' 20" W., a distance of 28.00 feet with a set 5/8 inch diameter iron pin, with cap stamped "CLS PLS 11574";

Thence along the southerly boundary of said SW1/4 SW1/4, N. 89° 18' 20" W., a distance of 1326.24 feet to the POINT OF BEGINNING.

This parcel contains 25.55 acres more or less.

#### Parcel 5

Parcel 1 as shown on sheet 2 of 4 of that certain Record of Survey, prepared for Williamson Orchards as Instrument No. 2011048124, recorded in the Office of the Recorder of Canyon County, Idaho. Said parcel being a portion of the NE 1/4 SE 1/4 of Section 14, Township 3 North, Range 4 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

*BEGINNING* at a found 3 inch diameter aluminum disk stamped "1/4 PLS14223 2011" marking the NE corner of said NE 1/4 SE 1/4, (East 1/4 corner section 14), said corner bears N. 00° 18' 54" E., a distance of 2637.04 feet from a found 3 inch diameter Canyon County Surveyor brass disk marking the SE corner of said SE 1/4, (section corner common to sections 13, 14, 23 and 24);

Thence along the easterly boundary of said NE 1/4 SE 1/4, S. 00° 18' 54" W., a distance of 1318.52 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the SE corner of said NE 1/4 SE 1/4, (South 1/16 corner common to sections 14 and 13);

Thence along the southerly boundary of said NE 1/4 SE 1/4, N. 89° 36' 29" W., a distance of 1324.79 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the SW corner of said NE 1/4 SE 1/4, (South east 1/16 corner);

Thence along the westerly boundary of said NE 1/4 SE 1/4, N. 00° 15' 24" E., a distance of 1320.82 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the NW corner of said NE 1/4 SE 1/4, (Center east 1/16 corner);

Thence along the northerly boundary of said NE 1/4 SE 1/4, S. 89° 30' 32" E., a distance of 1326.15 feet to the *POINT OF BEGINNING*.

This parcel contains 40.15 acres more or less.

#### Parcel 7

Parcel 3 as shown on sheet 3 of 4 of that certain Record of Survey, prepared for Williamson Orchards as Instrument No. 2011048124, recorded in the Office of the Recorder of Canyon County, Idaho. Said parcel being a portion of the NE 1/4 NE 1/4 of Section 23, Township 3 North, Range 4 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

*BEGINNING* at a found 3 inch diameter Canyon County Surveyor brass disk marking the NE corner of said NE 1/4 NE 1/4, (section corner common to sections 13, 14, 23 and 24), said corner bears S. 89° 42' 26" E., a distance of 2646.88 feet from a found 3 inch diameter Canyon County Surveyor brass disk marking the NW corner of said NE 1/4, (North 1/4 corner);

Thence along the easterly boundary of said NE 1/4 NE 1/4, S. 00° 12' 34" W., a distance of 658.13 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";

Thence parallel with the northerly boundary of said NE 1/4 NE 1/4, N. 89° 42' 26" W., a distance of 1324.06 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking a point on the westerly boundary of said NE 1/4 NE 1/4;

Thence along the westerly boundary of said NE 1/4 NE 1/4, N. 00° 15' 47" E., a distance of 658.13 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the NW corner of said NE 1/4 NE 1/4, (East 1/16 corner common to sections 14 and 23);

Thence along the northerly boundary of said NE 1/4 NE 1/4, S. 89° 42' 26" E., a distance of 1323.44 feet to the *POINT OF BEGINNING*.

This parcel contains 20.00 acres more or less.

201107985

2011051637

RECORDED

2011 Dec 29 PM 3 38

CHRIS YAMAMOTO

CANYON CNTY RECORDER

BY D\_Lee

Requestor Pioneer Title Canyon - Ca

Type AGREEMENT

Fee \$22.00

ELECTRONICALLY RECORDED BY SIMPLIFILE

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REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT.

ORIGINAL

**MEMORANDUM OF AGREEMENT  
FOR RECORDING**

THE PARTIES hereto are J&R FARMS, LLLP, an Idaho limited liability partnership ("Seller") and SUNNY SLOPE FARMS, L.L.C., a Utah limited liability company ("Buyer").

Buyer and Seller hereby acknowledge and agree as follows:

**Real Estate Purchase and Sale Agreement.** The Seller and Buyer have entered into a Real Estate Purchase and Sale Agreement (Long Term Escrow Contract) (the "Agreement") dated December 9, 2011 and December 12, 2011, under which Seller has agreed to sell to Buyer and Buyer has agreed to sell to Seller the real property located in Canyon County, Idaho, described on Exhibit A attached hereto and all improvements and appurtenances thereto, including, without limitation, all water rights, mineral rights, trees, and mainlines situated thereon, at such time and upon such terms and conditions as are set forth in the Agreement. This Memorandum is subject to all of the terms and provisions of the Agreement which is, by this reference, incorporated herein and made a part hereof.

**Recorded.** It is agreed that this Memorandum may be recorded in the records of Canyon County, Idaho.

**Binding Effect.** The terms and conditions set forth in the Agreement and herein shall apply to and bind the heirs, executors, administrators, successors in interest and assigns of the respective parties.

**SELLER:**

**J&R Farms, LLLP**

By: John C. Williamson Date: 12-28-11  
John C. Williamson, General Partner

By: Roger L. Williamson Date: 12-28-11  
Roger L. Williamson, General Partner

RECEIVED

JAN 24 2012

5  
J&R FARM, L.L.P. MEMORANDUM OF AGREEMENT  
FOR RECORDING  
SUNNY SLOPE FARMS, L.L.C. MEMORANDUM OF AGREEMENT  
FOR RECORDING

## MEMORANDUM OF AGREEMENT FOR RECORDING

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**Binding Effect.** The terms and conditions set forth in the Agreement and herein shall apply to and bind the heirs, executors, administrators, successors in interest and assigns of the respective parties.

### SELLER:

#### J&R Farms, LLLP

By: John C. Williamson Date: 12-28-11  
John C. Williamson, General Partner

By: Roger L. Williamson Date: 12-28-11  
Roger L. Williamson, General Partner

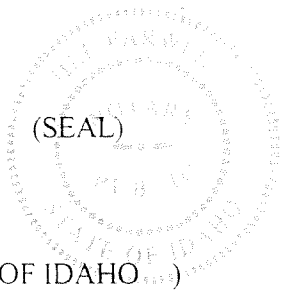
**BUYER:**

**Sunny Slope Farms, L.L.C.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Curtis B. Rowley, Manager

STATE OF IDAHO )  
ss.  
County of Canyon )

On this 28<sup>th</sup> day of December, in the year of 2011, before me Till Farnell, personally appeared JOHN C. WILLIAMSON, known or identified to me to be a General Partner of J&R FARMS, LLLP, the limited liability limited partnership that executed this instrument or the person who executed the instrument on behalf of said limited liability limited partnership and acknowledged to me that such limited liability limited partnership executed the same.

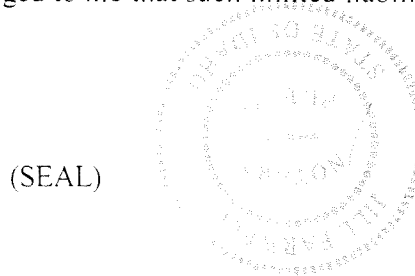


\_\_\_\_\_  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_

RESIDING IN WILDER, IDAHO  
MY COMMISSION EXPIRES 4-5-13

STATE OF IDAHO )  
ss.  
County of Canyon )

On this 28<sup>th</sup> day of December, in the year of 2011, before me Till Farnell, personally appeared ROGER L. WILLIAMSON, known or identified to me to be a General Partner of J&R FARMS, LLLP, the limited liability limited partnership that executed this instrument or the person who executed the instrument on behalf of said limited liability limited partnership and acknowledged to me that such limited liability limited partnership executed the same.



\_\_\_\_\_  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_

RESIDING IN WILDER, IDAHO  
MY COMMISSION EXPIRES 4-5-13

BUYER:

Sunny Slope Farms, L.L.C.

By: Curtis B. Rowley Date: 12/28/11  
Curtis B. Rowley, Manager

STATE OF IDAHO )  
ss.  
County of Canyon )

On this \_\_\_\_ day of December, in the year of 2011, before me \_\_\_\_\_,  
personally appeared JOHN C. WILLIAMSON, known or identified to me to be a General Partner of  
J&R FARMS, LLLP, the limited liability limited partnership that executed this instrument or the  
person who executed the instrument on behalf of said limited liability limited partnership and  
acknowledged to me that such limited liability limited partnership executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO )  
ss.  
County of Canyon )

On this \_\_\_\_ day of December, in the year of 2011, before me \_\_\_\_\_,  
personally appeared ROGER L. WILLIAMSON, known or identified to me to be a General Partner  
of J&R FARMS, LLLP, the limited liability limited partnership that executed this instrument or the  
person who executed the instrument on behalf of said limited liability limited partnership and  
acknowledged to me that such limited liability limited partnership executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_

Utah  
STATE OF IDAHO )  
Utah ) ss.  
County of Canyon )

On this 28 day of December, 2011, before me Joe Anderson, personally appeared Curtis B. Rowley, known or identified to me (or proved to me on the oath of Curtis B. Rowley), to be the Manager of SUNNY SLOPE FARMS, L.L.C., the Utah limited liability company that executed this instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



NOTARY PUBLIC  
JOE ANDERSON  
100 N Main  
Spanish Fork, UT 84601  
My Commission Expires 12-18-12

Joe Anderson  
NOTARY PUBLIC FOR IDAHO Utah  
Residing at Spanish Fork, UT  
My Commission Expires 12-18-12

## EXHIBIT A

Parcel 4 as shown on sheet 3 of 4 of that certain Record of Survey, prepared for Williamson Orchards as Instrument NO. 2011048124, recorded in the Office of the Recorder of Canyon County, Idaho. Said parcel being a portion of the Southeast Quarter of the Northeast Quarter and a portion of the Northeast Quarter of the Northeast Quarter of Section 23, Township 3 North, Range 4 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a found 3 inch diameter Canyon County Surveyor brass disk marking the Northeast corner of said Northeast Quarter of the Northeast Quarter, (section corner common to Sections 13, 14, 23 and 24), said corner bears South 89° 42' 26" East, a distance of 2646.88 feet from a found 3 inch diameter Canyon County Surveyor brass disk marking the Northwest corner of said Northeast Quarter, (North ¼ corner);

Thence along the Easterly boundary of said Northeast Quarter of the Northeast Quarter,  
South 00° 12' 34" West, a distance of 658.13 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the POINT OF BEGINNING;

Thence continuing along the Easterly boundary of said Northeast Quarter of the Northeast Quarter,  
South 00° 12' 34" West, a distance of 659.06 feet to a found 5/8 inch diameter iron pin with no cap marking the Northeast corner of said Southeast Quarter of the Northeast Quarter, (North 1/16 corner common to Sections 23 and 24);

Thence along the Easterly boundary of said Southeast Quarter of the Northeast Quarter ,  
South 00° 12' 03" West, a distance of 1317.26 feet to a found illegible 3 inch diameter aluminum disk marking the Southeast corner of said Southeast Quarter of the Northeast Quarter, (East ¼ corner);

Thence along the Southerly boundary of said Southeast Quarter of the Northeast Quarter,  
South 89° 57' 57" West, a distance of 1326.12 feet to a found 3 inch diameter aluminum disk stamped "1/16 LS627 1979" marking the Southwest corner of said Southeast Quarter of the Northeast Quarter, (Center East 1/16 corner);

Thence along the Westerly boundary of said Southeast Quarter of the Northeast Quarter,  
North 00° 15' 47" East, a distance of 1321.18 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the Southwest corner of said Northeast Quarter of the Northeast Quarter, (North east 1/16 corner);

Thence along the Westerly boundary of said Northeast Quarter of the Northeast Quarter,  
North 00° 15' 47" East, a distance of 662.70 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732";

Thence parallel with the Northerly boundary of said Northeast Quarter of the Northeast Quarter,  
South 89° 42' 26" East, a distance of 1324.06 feet to the POINT OF BEGINNING.

201107984

ORIGINAL

ELECTRONICALLY RECORDED - DO NOT  
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2011051625

RECORDED

2011 Dec 29 PM 3 21

CHRIS YAMAMOTO

CANYON CNTY RECORDER

BY D\_Lee

Requestor Pioneer Title Canyon - Ca

Type DEED

Fee \$19.00

ELECTRONICALLY RECORDED BY SIMPLIFILE

### WARRANTY DEED

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SUBJECT TO taxes and assessments for the year 2011 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

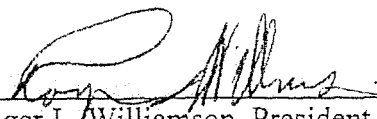
This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 28<sup>th</sup> day of December, 2011.

GRANTOR:

**Williamson Orchards, Inc.**

By   
Roger L. Williamson, President

RECEIVED

JAN 24 2012

WATER RESOURCES  
WESTERN REGION



STATE OF IDAHO )  
 ) ss.  
County of Canyon )

On this 25<sup>th</sup> day of December, 2011, before me [Signature], the undersigned, a Notary Public in and for said State, personally appeared Roger L. Williamson, known or identified to me (or proved to me on the oath of Roger L. Williamson) to be the president of WILLIAMSON ORCHARDS 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.

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

[Signature]  
Notary Public for Idaho  
My Commission Expires

RESIDING IN WILDER, IDAHO  
MY COMMISSION EXPIRES 4-5-13

## EXHIBIT A

### Parcel 2

A parcel of land being all of the NW1/4 of the NW1/4 of Section 24, Township 3 North, Range 4 West, Boise Meridian, Canyon County, Idaho, as shown on that certain Record of Survey Instrument No. 2011048123 on file in the Canyon County Recorder's Office and more particularly described as follows:

BEGINNING at a found brass cap, marking the NW corner of said NW1/4 NW1/4, (Section corner common to sections 24, 23, 14 and 13) said corner bears N. 89° 18' 20" W., a distance of 2652.48 feet from a found 5/8 inch diameter iron pin, with cap stamped "Skinner LS 3627", marking the NE corner of said NW1/4 (1/4 corner common to sections 13 and 24);

Thence along the northerly boundary of said NW1/4 NW1/4, S. 89° 18' 20" E., a distance of 1326.24 feet to a point marking the NE corner of said NW1/4 NW1/4 (W 1/16 corner common to sections 13 and 24), said point witnessed N. 89° 18' 20" W., a distance of 28.00 feet with a set 5/8 inch diameter iron pin, with cap stamped "CLS PLS 11574";

Thence along the easterly boundary of said NW1/4 NW 1/4, S. 00° 19' 58" W. a distance of 1318.33 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 11574", marking the SE corner of said NW1/4 NW1/4 (NW 1/16 corner section 24);

Thence along the southerly boundary of said NW1/4 NW1/4, N. 89° 15' 19" W., a distance of 1323.41 feet to a found 5/8 inch diameter iron pin with no cap, marking the SW corner of said NW1/4 NW1/4 (N 1/16 corner common to sections 23 and 24);

Thence along the westerly boundary of said NW1/4 NW1/4, N. 00° 12' 34" E., a distance of 1317.19 feet to the POINT OF BEGINNING.

This parcel contains 40.07 acres more or less.

### Parcel 6

Parcel 2 as shown on sheet 2 of 4 of that certain Record of Survey, prepared for Williamson Orchards as Instrument No. 2011048124, recorded in the Office of the Recorder of Canyon County, Idaho. Said parcel being a portion of the SE 1/4 SE 1/4 of Section 14, Township 3 North, Range 4 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

BEGINNING at a found 3 inch diameter Canyon County Surveyor brass disk marking the SE corner of said SE 1/4 SE 1/4, (section corner common to sections 13, 14, 23 and 24), said corner bears S. 89° 42' 26" E., a distance of 2646.88 feet from a found 3 inch diameter Canyon County Surveyor brass disk marking the SW corner of said SE 1/4, (South 1/4 corner);

Thence along the southerly boundary of said SE 1/4 SE 1/4, N. 89° 42' 26" W., a distance of 1323.44 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the SW corner of said SE 1/4 SE 1/4, (East 1/16 corner common to sections 14 and 23);

Thence along the westerly boundary of said SE 1/4 SE 1/4, N. 00° 15' 24" E., a distance of 1320.82 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the NW corner of said SE 1/4 SE 1/4, (South east 1/16 corner);

Thence along the northerly boundary of said SE 1/4 SE 1/4, S. 89° 36' 29" E., a distance of 1324.79 feet to a set 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the NE corner of said SE 1/4 SE 1/4, (South 1/16 corner common to sections 14 and 13);

Thence along the easterly boundary of said SE 1/4 SE 1/4, S. 00° 18' 54" W., a distance of 1318.52 feet to the *POINT OF BEGINNING*.

This parcel contains 40.11 acres more or less.