

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
MAY 06 2011
Department of Water Resources
Eastern Region

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

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
22-2297 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
22-2198 ? <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
~~22-75163~~	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: LRJ LAND COMPANY, LLC

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): HARD WAY, LP

Name of each new owner as listed on the conveyance document

SUPPORT DATA

IN FILE # 22-2198

New owner continued

Name connector ☐ and ☐ or ☐ and/or

5313 S. 5700 W.

Mailing address

REXBURG

IDAHO

83440

City

State

ZIP

Telephone

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: April 13, 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.

7. Signature: *Boyd E. Smith*
Signature of new owner/claimant

GENERAL PARTNER
Title, if applicable

5-4-11
Date

Signature: _____
Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by *JPB*

Date *May 6, 2011*

Receipt No. *E0316629*

Receipt Amt. *\$50. -*

Approved by _____

Processed by _____

Date _____

Recorded Electronically
ID 364184
County MADISON
Date 10-26-10 Time 12:58pm
Simplifile.com 800.400.5067

364184-48BL
ALLIANCE TITLE & ESCROW
P.O. BOX 732
REXBURG, ID 83440

WARRANTY DEED

FOR VALUE RECEIVED, **LRJ Land Company, LLC**, an Idaho limited liability company, with its principal place of business located at 497 North 4000 East, Rigby, ID 83442, hereinafter called "Grantor", hereby remises, releases, and forever warrants unto **EXCHANGE #509, LLC**, an Idaho limited liability company with its principal office at 580 Jensen Grove Drive, Blackfoot, Idaho 83221, hereinafter called "Grantee", the following real property located in Madison County, State of Idaho, to-wit:

See Attached Exhibit "A"

Together with the following personal property and fixtures:

All water and water rights, including but not limited to the following licenses:
22-2198, 22-2297 and 22-7563

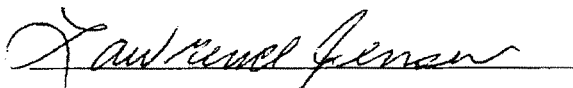
The well, pump & panel equipment and pivot (with corner arms) located upon the premise (as is).

All other irrigation equipment presently located upon the premise, including hand lines and portable mainlines (as is).

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, unto the said Grantees, their successors and assigns forever. Grantor does hereby covenant to and with the said Grantees, that she is the owner in fee simple of said premises; that they are free from all encumbrances, and that she will warrant and defend the same from all lawful claims whatsoever, except as noted.

DATED This 26 day of October, 2010.

LRJ LAND COMPANY, LLC


By: Lawrence Jensen, Managing Member

Microfile No. 364184
26 DAY OCT 2010
At 12 O'Clock 58 M
MARILYN RASMUSSEN
MADISON CO RECORDER
Fee \$16.00
NChandler Deputy
Recorded at Request of
ALLIANCE TITLE - REXBURG

3041000048BL
ALLIANCE TITLE & ESCROW
P.O. BOX 732
REXBURG, ID 83440

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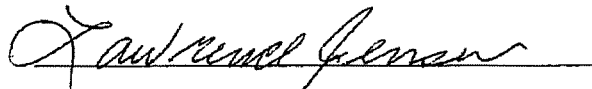
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All other irrigation equipment presently located upon the premise, including hand lines and portable mainlines (as is).

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DATED This 26 day of October, 2010.

LRJ LAND COMPANY, LLC



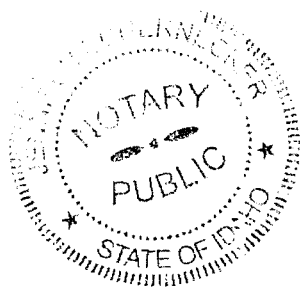
By: Lawrence Jensen, Managing Member

STATE OF IDAHO)

ss.

County of Madison)

On this 26 day of October, in the year 2010, before me, the undersigned, a Notary Public, personally appeared, Lawrence Jensen, known or identified to me, to be the manager or a member of the limited liability company that executed the 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 for Idaho

Residing at:

My Commission Expires: Residing in Rigby, Idaho
Commission Expires: 07-15-2015

EXHIBIT "A"

PART OF THE SECTIONS 19, 20 AND 29 OF TOWNSHIP 5 NORTH, RANGE 40 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID SECTION 19 AND RUNNING THENCE S.89°42'45"E. 2644.28 FEET ALONG THE SECTION LINE TO THE NORTH QUARTER CORNER OF SECTION 20; THENCE S.00°17'48"W. 5302.46 FEET ALONG THE NORTH-SOUTH CENTERLINE THROUGH THE SECTION TO THE SOUTH QUARTER CORNER OF SAID SECTION 20; THENCE S.00°10'58"W. 1325.61 FEET TO THE SE CORNER OF THE NE1/4 OF THE NW1/4 (NE1/4NW1/4) OF SAID SECTION 29; THENCE N.89°33'01"W. 931.80 FEET ALONG THE SOUTH LINE OF SAID NE1/4 OF THE NW1/4 (NE1/4NW1/4) TO THE TOP OF AN EXISTING BLUFF; THENCE ALONG SAID TOP OF BLUFF THE FOLLOWING TWENTY-ONE (21) COURSES: (1) N.57°32'01"W. 382.32 FEET; THENCE (2) N.49°44'29"W. 211.97 FEET; THENCE (3) N.59°52'03"W. 106.13 FEET; THENCE (4) N.44°27'05"W. 265.88 FEET; THENCE (5) N.60°11'46"W. 167.69 FEET; THENCE (6) N.47°14'50"W. 156.70 FEET; THENCE (7) N.73°22'12"W. 51.57 FEET; THENCE (8) N.50°45'21"W. 51.31 FEET; THENCE (9) N.25°07'02"W. 106.65 FEET; THENCE (10) N.58°11'42"W. 369.67 FEET; THENCE (11) N.34°29'47"W. 50.63 FEET; THENCE (12) N.12°18'04"W. 101.99 FEET; THENCE (13) N.46°02'04"W. 101.08 FEET; THENCE (14) N.31°46'09"W. 110.98 FEET; THENCE (15) N.52°14'35"W. 67.06 FEET; THENCE (16) N.17°11'21"W. 53.87 FEET; THENCE (17) N.39°58'01"W. 106.06 FEET; THENCE (18) N.27°59'24"W. 372.19 FEET; THENCE (19) N.22°55'05"W. 442.01 FEET; THENCE (20) N.30°24'04"W. 236.01 FEET; THENCE (21) N.37°07'01"W. 165.70 FEET TO THE SOUTH LINE OF THE NE1/4 OF THE SE1/4 (NE1/4SE1/4) OF SAID SECTION 19; THENCE N.89°43'20"W. 663.62 FEET ALONG SAID SOUTH LINE TO THE SW CORNER OF SAID NE1/4 OF THE SE1/4 (NE1/4SE1/4) OF SAID SECTION 19; THENCE N.00°12'43"E. 1324.36 FEET TO THE NW CORNER OF SAID NE1/4 OF THE SE1/4 (NE1/4SE1/4) OF SAID SECTION 19; THENCE N.89°42'41"W. 1322.62 FEET TO THE CENTER OF SAID SECTION 19; THENCE N.00°10'12"E. 1324.60 FEET TO THE SE CORNER OF THE NE1/4 OF THE NW1/4 (NE1/4NW1/4) OF SAID SECTION 19; THENCE N.89°42'04"W. 1014.80 FEET ALONG THE SOUTH LINE OF SAID NE1/4 OF THE NW1/4 (NE1/4NW1/4) TO THE TOP OF AN EXISTING BLUFF; THENCE ALONG SAID TOP OF BLUFF THE FOLLOWING THREE (3) COURSES: (1) N.41°11'40"W. 271.57 FEET; THENCE (2) N.36°11'19"W. 115.35 FEET; THENCE (3) N.46°15'41"W. 84.45 FEET TO THE WEST LINE OF SAID NE1/4 OF THE NW1/4 (NE1/4NW1/4) OF SAID SECTION 19; THENCE N.00°07'40"E. 393.13 FEET ALONG SAID WEST LINE TO THE TOP OF AN EXISTING BLUFF; THENCE ALONG SAID TOP OF BLUFF THE FOLLOWING ELEVEN (11) COURSES: (1) N.54°34'56"W. 19.27 FEET; THENCE (2) N.00°52'09"W. 44.83 FEET; THENCE (3) N.24°06'33"W. 52.75 FEET; THENCE (4) N.32°09'08"W. 108.46 FEET; THENCE (5) N.46°14'56"W. 101.07 FEET; THENCE (6) N.06°17'44"W. 51.89 FEET; THENCE (7) N.31°15'34"W. 50.26 FEET; THENCE (8) N.02°16'13"W. 52.66 FEET; THENCE (9) N.66°37'18"W. 43.48 FEET; THENCE (10) N.07°56'14"W. 80.91 FEET; THENCE (11) N.43°22'41"W. 94.69 FEET TO THE NORTH LINE OF THE SAID SECTION 19; THENCE S.89°41'28"E. 4293.51 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

AFTER RECORDING MAIL TO:

Hard Way, LP
5313 S. 5700 W
Rexburg, ID 83440

Recorded Electronically	
ID	367794
County	MADISON
Date	4/28/11 Time 11:40
Simplifile.com 800.480.5657	

**THIS DEED IS BEING RECORDED TO REPLACE INSTRUMENT
NO. 367794, TO CORRECT GRANTEE NAME.**

CORRECTION DEED

File No.: **104099ID (sr)**

Date: **April 13, 2011**

For Value Received, **Exchange #509, LLC**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Hard Way, LP**

whose current address is **5313 S. 5700 W, Rexburg, ID 83440**

hereinafter called the Grantee, the following described premises, situated in **Madison** County, **Idaho**,
to-wit:

AFTER RECORDING MAIL TO:

Hard Way, LP
5313 S. 5700 W
Rexburg, ID 83440

Microfile No. **367808**
28 DAY Apr 2011
At 11 O'Clock 40 AM
KIM H. MUIR
MADISON CO RECORDER
Fee \$19.00
NChandler Deputy
Recorded at Request of
FIRST AMERICAN SPECIALTY SERVICE

**THIS DEED IS BEING RECORDED TO REPLACE INSTRUMENT
NO. 367794, TO CORRECT GRANTEE NAME.**

CORRECTION DEED

File No.: **104099ID (sr)**

Date: **April 13, 2011**

For Value Received, **Exchange #509, LLC**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Hard Way, LP**

whose current address is **5313 S. 5700 W, Rexburg, ID 83440**

hereinafter called the Grantee, the following described premises, situated in **Madison County, Idaho,**
to-wit:

Tract 1: Part of the Sections 19, 20 and 29 of Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho, described as follows: Beginning at the Northeast corner of said Section 19 and running thence South 89°42'45" East 2644.28 feet along the Section line to the North Quarter corner of Section 20; thence South 00°17'48" West 5302.46 feet along the North South Centerline through the Section to the South Quarter corner of said Section 20; thence South 00°10'58" West 1325.61 feet to the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 29; thence North 89°33'01" West 931.80 feet along the South line of said Northeast Quarter of the Northwest Quarter to the top of an existing bluff; thence along said top of bluff the following 21 courses: (1) North 57°32'01" West 382.32 feet; thence (2) North 49°44'29" West 211.97 feet; thence (3) North 59°52'03" West 106.13 feet; thence (4) North 44°27'05" West 265.88 feet; thence (5) North 60°11'46" West 167.69 feet; thence (6) North 47°14'50" West 156.70 feet; thence (7) North 73°22'12" West 51.57 feet; thence (8) North 50°45'21" West 51.31 feet; thence (9) North 25°07'02" West 106.65 feet; thence (10) North 58°11'42" West 369.67 feet; thence (11) North 34°29'47" West 50.63 feet; thence (12) North 12°18'04" West 101.99 feet; thence (13) North 46°02'04" West 101.08 feet; thence (14) North 31°46'09" West 110.98 feet; thence (15) North 52°14'35" West 67.06 feet; thence (16) North 17°11'21" West 53.87 feet; thence (17) North 39°58'01" West 106.06 feet; thence (18) North 27°59'24" West 372.19 feet; thence (19) North 22°55'05" West 442.01 feet; thence (20) North 30°24'04" West 236.01 feet; thence (21) North 37°07'01" West 165.70 feet to the South line of the Northeast Quarter of the Southeast Quarter of said Section 19; thence North 89°43'20" West 663.62 feet along said South line to the Southwest corner of said Northeast Quarter of the Southeast Quarter of said Section 19; thence North 00°12'43" East 1324.36 feet to the Northwest corner of said Northeast Quarter of the Southeast Quarter of said Section 19; thence North 89°42'41" West 1322.62 to the center of said Section 19; thence North 00°10'12" East 1324.60 feet to the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 19; thence North 89°42'04" West 1014.80 feet along the South line of said Northeast Quarter of the Northwest Quarter to the top of an existing bluff; thence along said top of bluff the following three courses: (1) North 41°11'40" West 271.57 feet; thence (2) North 36°11'19" West 115.35 feet; thence (3) North 46°15'41" West 84.45 feet to the West line of said Northeast Quarter of the Northwest Quarter of said Section 19; thence North 00°07'40" East 393.13 feet along said West line to the top of an existing bluff; thence along said top of bluff the following eleven courses: (1) North 54°34'56" West 19.27 feet; thence (2) North 00°52'09" West 44.83 feet; thence (3) North 24°06'33" West 52.75 feet; thence (4) North 32°09'08" West 108.46 feet; thence (5) North 46°14'56" West 101.07 feet; thence (6) North 06°17'44" West 51.89 feet; thence (7) North 31°15'34" West 50.26 feet; thence (8) North 02°16'13" West 52.66 feet; thence (9) North 66°37'18" West 43.48 feet; thence (10) North 07°56'14" West 80.91 feet; thence (11) North 43°22'41" West 94.69 feet to the North line of said Section 19; thence South 89°41'28" East 4293.51 feet along said North line to the point of beginning.

Tract 2: A part of the Southeast Quarter of the Northwest Quarter of Section 29, Township 5 North, Range 40 East Boise Meridian, Madison County, Idaho.

Commencing at the North Quarter corner of Section 29, Township 5 North, Range 40 East, Boise Meridian, Madison County; thence along the North/South Centerline of said Section 29 South 00°10'58" West 1325.61 feet to the northeast corner of the Southeast Quarter northwest Quarter and the true point of beginning; thence continuing South 00°10'58" West 538.00 feet to a point that is approximately 22.00 feet South and 8.00 feet East of an existing 1643.00 foot long sprinkler line pivot; thence North 59°36'58" West 1078.13 feet to a point on the North line of Southeast Quarter Northwest Quarter and the top existing bluff; thence South 89°33'01" East 931.80 feet to the true point of beginning.

Tract 3: Commencing at the Northeast corner of the Southeast Quarter Northwest Quarter of Section 19, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho, and running thence West 31 rods; thence in a Southeasterly direction 51.2 rods to the East boundary line of the said Southeast Quarter Northwest Quarter of said Section 19; thence North 41 rods more or less to the place of beginning.

Also: Commencing at the Northeast corner of the Northwest Quarter Southeast Quarter of Section 19, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho, and running thence West 40.3 rods; thence in a Southeasterly direction 61.5 rods to the East boundary line of said Northwest Quarter Southeast Quarter; thence North 45 rods, more or less to the point of beginning.

Together with the following personal property and fixtures:

All water and water rights, including but not limited to the following licenses: 22-2198, 22-2297 and 22-7563
The well, pump & panel equipment and pivot (with corner arms) located upon the premise (as is).

All other irrigation equipment presently located upon the premise, including hand lines and portable mainlines (as is).

Grantor does hereby covenant with Grantee(s), their heirs, successors and assigns, that Grantor will warrant and defend the said granted premises against the lawful claims and demands of all persons claiming by, through and under Grantor, but against no other claims and no other persons, including predecessors in title.

Date: 04/13/2011

Warranty Deed
- continued

File No.: 104099ID (sr)

Dated: April 28, 2011

Exchange #509, LLC



Exchange Services, Inc., Member

By: Shauna Romrell

It's: President

STATE OF IDAHO

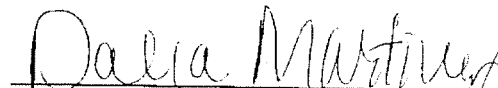
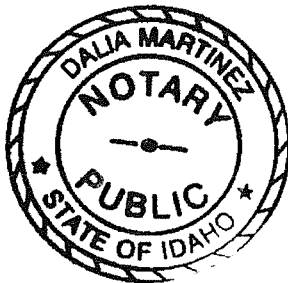
)

:SS

COUNTY OF BINGHAM

)

On this Twenty-eighth day of April, 2011, before me, a Notary Public in and for said State, personally appeared Shauna Romrell, known or identified to me to be the President of the corporation, a corporation that executed the instrument on behalf of said corporation which is a member of Exchange #509, LLC, and on behalf of the member subscribed said Limited Liability Company name to the foregoing instrument, and acknowledged to me that such corporation executed the same in said Limited Liability Company name.



Notary Public for Idaho

Residing in Blackfoot, ID

Commission Expires:

2/18/2014