

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 03 2011

Department of Water Resources
Eastern 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?
Decree 35-2785 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Paul C. Holm, Ltd Partnership
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Holm Farms, Inc.
Name of each new owner as listed on the conveyance document

New owner continued ☐ Name connector ☐ and ☐ or ☐ and/or
842 Clair-View Lane 3007 Newman
Mailing address
Idaho Falls ID 83401
City State ZIP
Telephone _____ Email _____

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: _____.

6. 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: *Paul C. Holm* *president* *1-19-2011*
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 *JPB* Date *March 3, 2011* Receipt No. *E036459* Receipt Amt. *\$325. -*

Approved by _____ Processed by _____ Date _____ *\$25. - for*

this application

230620

FORESTLAND
WARRANTY DEED

THIS INDENTURE, made this 21st day of December, 1944, between PAUL C. HOLM and EULA M. HOLM, husband and wife, of Idaho, Idaho State, the parties of the first part, and HOLM & HOLM LIMITED PARTNERSHIP, an Idaho limited Partnership, with its principal place of business at Bobara, Idaho State, the party of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten and No/100 Dollars lawful money of the United States of America, and other valuable consideration to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, conveyed, sold and by these presents, do grant, bargain, sell and convey and confirm unto the said party of the second part, its successors and assigns, forever, all the following described real estate, situated in Jefferson County, State of Idaho, to-wit:

ALSO: The Northeast Quarter of Section 31, Township 4 North, Range 36 East, Boise Meridian.

ALSO: The North Half of Section 32, Township 4 North, Range 36 East, Boise Meridian.

ALSO: The South Half of the Northwest Quarter of Section 33, Township 4 North, Range 36 East, Boise Meridian.

TOGETHER with all and singular the renewals, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof and all estate, right, title and interest in and to the said property, so well as in law as in equity of the said parties of the first part, subject only to a right of first refusal agreement between the parties of the first part and CHARLES F. HOLM and MEL MAY HOLM, which said agreement has been recorded in the records of Jefferson County, Idaho.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances unto the said party of the second part, and to its successors and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, and against all and every person and persons whatsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Paul C. Holm
Paul C. Holm

Zula W. Holm
Zula W. Holm

STATE OF IDAHO,)
County of Bonneville) ss.

On this 31st day of December, 1984, before me, Paul V. Wood, the undersigned, a notary public in and for said state, personally appeared PAUL C. HOLM and ZULA W. HOLM, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.

Paul V. Wood
Notary Public for State of Idaho
Residing at Blackfoot, Idaho

Instrument No. 284549
A. Del Ray Holm by 97
347 of 9 M
WILLIE M. KELLER
Notary Public
T. H. 1 9.00 S. L. Deputy
Hereunto at Request of
Del Ray Holm

ALLIANCE TITLE & ESCROW CORP.
9-4388

GRANT DEED

THIS INDENTURE is made this _____ day of _____, 1996, between PAUL C. HOLM LIMITED PARTNERSHIP, an Idaho limited partnership, whose general partners are Del Ray Holm and Claren P. Holm, the "Grantor", and DOUGLAS P. HOLM, the "Grantee", whose mailing address is 2782 East 500 North, Roberts, ID 83444

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's heirs and assigns forever, all of the following described property in the County of Jefferson, State of Idaho, to-wit:

The Northeast Quarter of Section 31, Township 4 North, Range 36 East, Boise Meridian.

The North Half of Section 32, Township 4 North, Range 36 East, Boise Meridian

The South Half of the Northwest Quarter of Section 33, Township 4 North, Range 36 East, Boise Meridian

SUBJECT to a financing statement showing Del Ray Holm & Sons, a general partnership, as Debtor, to Golden West Irrigation, as Secured Party, recorded December 19, 1994, as Instrument Number 275062, records of Jefferson County, Idaho, covering irrigation equipment. (Affects Section 31).

ALSO SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

242/11

TOGETHER with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD, the premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

Del Ray Holm
Del Ray Holm, Grantor

Claren P. Holm
Claren P. Holm, Grantor

STATE OF IDAHO)
) ss.
County of Bonneville)

On the _____ day of _____, 1996, before me the undersigned, a notary public in and for said State, personally appeared DEL RAY HOLM, known or identified to me to be one of the partners in the partnership of Paul C. Holm Limited Partnership and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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



Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: _____

STATE OF IDAHO

)

ss.

County of Bonneville

)

On the 11 day of June, 1996, before me the undersigned, a notary public in and for said State, personally appeared CLARENCE P. HOLM, known or identified to me to be one of the partners in the partnership of Paul C. Holm Limited Partnership and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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



Notary Public for Idaho

Residing at Idaho Falls, Idaho

My Commission Expires: _____

3 GRANT DEED

ADVANCE TITLE & ESTATE CORP.

9-4388

Doc. No. 348 19 96
6:00 PM
DONNIE M. KELLER
9.00 SA Deputy
at the

GRANT DEED

THIS INDENTURE is made this 4th day of Dec, 1996, between DOUGLAS P. HOLM and JOLENE HOLM, husband and wife, the "Grantor", and HOLM FARMS, INC., an Idaho corporation, the "Grantee", whose mailing address is P.O. Box 2001, Idaho Falls, ID 83403.

WITNESSETH that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's heirs and assigns forever, all of the following described property in the County of Jefferson, State of Idaho, to-wit:

The Northeast Quarter of Section 31, Township 4 North, Range 36 East, Boise Meridian.

The North Half of Section 32, Township 4 North, Range 36 East, Boise Meridian

The South Half of the Northwest Quarter of Section 33, Township 4 North, Range 36 East, Boise Meridian

SUBJECT to a financing statement showing Del Ray Holm & Sons, a general partnership, as debtor, to Golden West Irrigation, as secured party, recorded December 19, 1994, as Instrument Number 275062, records of Jefferson County, Idaho, covering irrigation equipment. (Effects Section 31).

ALSO SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

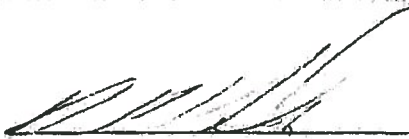
2/28/97 3-26

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

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

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.



Douglas P. Holm, Grantor



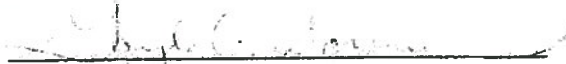
Jolene Holm, Grantor

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 4th day of Sept., 1996, before me, the undersigned, a notary public in and for said State, personally appeared DOUGLAS P. HOLM, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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.





Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 10-29-2000

STATE OF Idaho

)ss.

County of Payette

On the 21 day of November, 1996, before me, the undersigned, a notary public in and for said State, personally appeared JOLENE HOLM, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that 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.

(seal)

[Signature]
Notary Public for Idaho

Residing at Payette, Idaho

My Commission Expires: 1/1/97

GAFFNEY & ASSOCIATES, INC.