

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 15 2010

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?
31-10116	Yes ☐		Yes ☐		Yes ☐
31-10117	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

SUPPORT DATA

2. Previous Owner's Name: Ted L Vadnais & Clystea Vadnais

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Bunker Hill Farms, LLC IN FILE # 31-10116

Name of each new owner as listed on the conveyance document

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

2014 East 1800 North

Mailing address

Terreton

City

(208)662-5526

Telephone

ID 83450

State

ZIP

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: 10-8-10

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):
 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.

7. Signature: Bunker Hill Farms manager 10-8-10
 Signature of new owner/claimant Title, if applicable Date

Signature: Robert D. Bylee _____ _____
 Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by: [Signature] Date 10/15/2010 Receipt No. E0320214 Receipt Amt. \$50.-
 Approved by: [Signature] Processed by: [Signature] Date 2/4/2011

FIRST AMERICAN TITLE

351643- RI

WHEN RECORDED RETURN TO:
Billy G. DuPree, Jr.
P.O. Box 723
Rexburg, Idaho 83440

Instrument # 387416

RIGBY, JEFFERSON, IDAHO
2010-10-08 03:00:16 PM No. of Pages: 6
Recorded for: FIRST AMERICAN TITLE - RI
CHRISTINE BOULTER Fee: 25.00
Ex-Officio Recorder Deputy LKInghorn
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

WARRANTY DEED WITH RESERVED ESTATE
SUBJECT TO DEFEASANCE UPON CONDITION SUBSEQUENT

Ted L. Vadnais aka Ted Vadnis and Clysta Vadnais aka Clysta Vadnis, husband and wife, 2040 East 1900 North, Hamer, Idaho 83425, as GRANTORS, for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Bunker Hill Farms LLC, an Idaho limited liability company, 214 East 1800 North, Terreton, Idaho 83450, as GRANTEE, and to GRANTEE'S successors and assigns forever, all of the property situated in Jefferson County, Idaho described on the attached Exhibit A (the "Property").

TOGETHER with all improvements, easements, hereditaments and appurtenances thereto.

SUBJECT to all existing patent reservations, easements, rights of way, protective and restrictive covenants, zoning ordinances and applicable building codes, laws and regulations of record and the estate reserved to GRANTORS as set forth below.

GRANTORS, for themselves, their heirs and assigns do hereby covenant, warrant and shall defend the quiet and peaceable possession of the Property by the GRANTEE, its successors and assigns forever against the lawful claims of all persons, except the estate reserved to GRANTORS as set forth below.

Reserved Estate

1. Subject to the terms and conditions set forth below, GRANTORS, and each of them, reserve to themselves, and the survivor of them, the right to dwell in and possess the residence situated on the Property and having a street address of 2040 East 1900 North, Hamer, Idaho 83425 (the "Residence"). Such right to dwell in and possess the Residence (the "Reserved Estate") shall continue in full force and effect until the earlier of the following: (i) the death of the survivor of GRANTORS and (ii) both GRANTORS, or the survivor of them, moves permanently from the Residence (collectively, a "Termination Event"). Upon the recording hereof, GRANTORS and GRANTEE shall sign and acknowledge a Termination of Reserved Estate (the "Termination of Reserved Estate") to be held and recorded by GRANTEE upon a Termination Event. If both GRANTORS, or the survivor of them, moves from and does not dwell in the Residence for a period of six (6) successive months, then the GRANTORS, or the survivor of them, shall be deemed to have moved permanently from the Residence and GRANTEE shall have the right to record the Termination of Reserved Estate. The recording of

the Termination of Reserved Estate shall terminate the Reserved Estate without further act or deed.

2. So long as the Reserved Estate is in effect, GRANTORS and GRANTEE agree as follows:

- 2.1 GRANTEE shall obtain and maintain, at GRANTEE'S expense, property and liability insurance on the Residence that names GRANTORS and GRANTEE as insureds as their interests may appear. Such insurance shall insure the building only and not the personal property of GRANTORS.
- 2.2 GRANTORS shall obtain and maintain, at GRANTORS' expense, insurance coverage for GRANTORS' personal property kept at or about the Residence.
- 2.3 GRANTEE shall pay as and when due all real property taxes and assessments assessed against the Property, including the Residence.
- 2.4 GRANTORS shall use and possess the Residence, and otherwise perform their duties hereunder, in a manner that shall not interfere with or inhibit in any way GRANTEE'S use, possession or operation of the Property or any buildings (except the Residence) or improvements on the Property, including the feed lot thereon. GRANTORS specifically agree that GRANTEE shall have the continuing right to use the Property as a feed lot or for any other farming or ranching purposes as GRANTEE desires and that such use and enjoyment of the property shall not constitute a nuisance to, or other interference with, the use, possession or enjoyment of the Reserved Estate by GRANTORS.
- 2.5 GRANTORS shall pay, at GRANTORS' expense, all utilities used by or in connection with the Residence.
- 2.6 GRANTORS shall keep and maintain in good and sightly order and repair, at GRANTORS' expense, the Residence, the yard and landscaping pertaining thereto, and all related amenities and improvements, including without limitation culinary well and related equipment, pipes and water lines used by GRANTORS, septic tank and system, plumbing, electrical lines, roofing, inside and outside walls, floors, ceilings, windows, doors, light fixtures, foundation and other improvements pertaining to the Residence. Such obligations shall include, but not be limited to, cleaning and repair of any flooding of the Residence, sewage backup, or other damage to the Residence, yard or landscaping, whatever the cause, that is not covered by insurance. The GRANTORS' use of the culinary well is not exclusive. Accordingly, GRANTORS shall not have the obligation to repair any damage to the culinary well or related equipment and pipelines that is caused by the use thereof by others.

- 2.7 Except as provided in this paragraph, only GRANTORS may reside in the Residence. GRANTORS may have temporary visits from family. GRANTORS may have in-house assisted living care or medical care in the event of illness or disability.
- 2.8 The Reserved Estate is personal to GRANTORS and may not be assigned, in whole or in part, to any other person or entity.
- 2.9 The obligations of GRANTORS set forth in paragraphs 2.1 through 2.8 above apply to GRANTORS and the survivor of them.

3. Within thirty (30) days after the termination of the Reserved Estate, GRANTORS, the survivor of them or applicable representative thereof shall remove all personal property belonging to GRANTORS, or the survivor of them, from the Residence. If such personal property is not removed within such thirty-day period, GRANTEE shall have the right to remove and store such personal property at GRANTORS' expense. If claim for such personal property is not made within ninety (90) days after termination of the Reserve Estate, then GRANTEE shall have the right to sell such personal property and keep the proceeds thereof to cover its costs, time and inconvenience or otherwise dispose of such personal property as GRANTEE determines in its sole discretion.

4. The terms and conditions of the Reserved Estate shall be binding upon the heirs, devisees, successor, assigns and personal representatives of GRANTORS, or the survivor of them, and GRANTEE.

5. If either party fails to perform any of its obligations relating to the Reserved Estate, the other party may give written notice of such default. In such event, the defaulting party shall have thirty (30) days to correct the default. If the defaulting party does not correct the default within such thirty-day period, then the other party shall have the right to correct the default and then recover the expense thereof from the defaulting party or to seek specific performance by the defaulting party of its obligations. In the event of a dispute relating to the obligations of the party herein or any party's default thereof, the prevailing party shall be entitled to recover from the nonprevailing party all attorney's fees and costs incurred by the prevailing party.

6. The provisions of the Reserved Estate herein constitute the entire agreement of GRANTORS and GRANTEE with respect to the Reserved Estate and may not be amended except in writing duly signed and acknowledged by GRANTORS, or the survivor of them, and GRANTEE.

7. By their execution below, GRANTORS agree to the terms and conditions of the Reserved Estate set forth herein and recognize and agree that the Reserved Estate applies solely to the Residence and the related yard, landscaping and residential improvements, and no other parts of the Property or buildings or improvements situated thereon, including without limitation the feed lot.

8. By its execution hereof, GRANTEE agrees to the terms and conditions of the Reserved Estate set forth herein.

IN WITNESS WHEREOF, GRANTORS have hereunto subscribed their names to this instrument this 8th day of October, 2010.

GRANTORS:

Ted L. Vadnais aka Ted Vadnis
Ted L. Vadnais aka Ted Vadnis

Clysta Vadnais aka Clysta Vadnis
Clysta Vadnais aka Clysta Vadnis

GRANTEE hereby agrees to the terms and conditions of the Reserved Estate set forth above.

DATED this 8th day of October, 2010.

BUNKER HILL FARMS LLC

By Robert B. Bybee
Robert B. Bybee, Manager

STATE OF IDAHO)
 :SS
County of Jefferson)

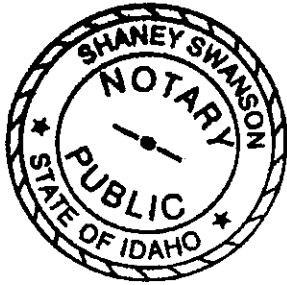
On this 8th day of October, in the year 2010, before me, a Notary Public in and for said State, personally appeared Ted L. Vadnais aka Ted Vadnis and Clysta Vadnais aka Clysta Vadnis, husband and wife, known or identified to me (or proved to me on the oath of _____), to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Shaney Swanson
Notary Public for Idaho
Residing at: 2000 Falls
My Commission Expires: 1.3.15

STATE OF IDAHO)
)
County of Jefferson) :ss

On this 8th day of October, in the year 2010, before me, a Notary Public in and for said State, personally appeared Robert B. Bybee, known or identified to me (or proved to me on the oath of _____), to be the manager of the limited liability company that executed this instrument or the person who executed this instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.



Shaney Swanson
Notary Public for Idaho
Residing at: Shale Falls rd
My Commission Expires: 1.3.15

EXHIBIT A

Real Property Description

TRACT 1:

Township 7 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho
Section 36: NE1/4NW1/4

EXCEPTING THEREFROM: That portion lying South of Camas Creek.

TRACT 2:

Together with a Culinary Well Easement with access for maintenance of the Well and Water lines described as follows:

Commencing at the Southwest Corner of Section 25, Township 7 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho, thence East 2387 feet more or less and 100 feet North more or less, to the location of said well and proceeding from such well South to the South boundary of Section 25, such easement to include 20 feet on each side of the existing water lines and pipes for access and maintenance thereof.

TRACT 3:

Township 7 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho
Section 36: N1/2NW1/4NW1/4, lying East of the Holley Canal