

RECEIVED

DEC 06 2010

Department of Water Resources
Eastern Region

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
31-7087 OK			31-7253 OK		
31-7283 OK					
31-7312 OK					
✓ 31-7010 OK					
✓ 31-7285 OK					
✓ 31-7284 OK					

2. The following **REQUIRED** information must be submitted with this form:

SUPPORT DATA

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

IN FILE # 31-7010

OR

- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former
Owner/Claimant(s)

BETTE LINDERMANPOB 1130JACKSON, WY 83001

4. New Owner/Claimant(s)

BLAINE LARSEN FARMS INC

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

POB 188

City, State and ZIP Code

HAMER, IDAHO 83440

New Telephone Number

(208) 662-5501

Email: _____

29 MAR, 2000 = BART LARSEN FARMS, INC
31 DEC, 2001 = BLAINE LARSEN FARMS, INC

5. Date you acquired the property

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number _____		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) X Blaine Larsen **PRESIDENT**
 (title if applicable)

 (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by JB
 Received by JB
 Processed by _____ AJ

Date 12/6/2010
 Date 12/6/2010
 Date _____

Receipt Amt. \$700. -
 Receipt No. E0360296
 WR _____ Date _____

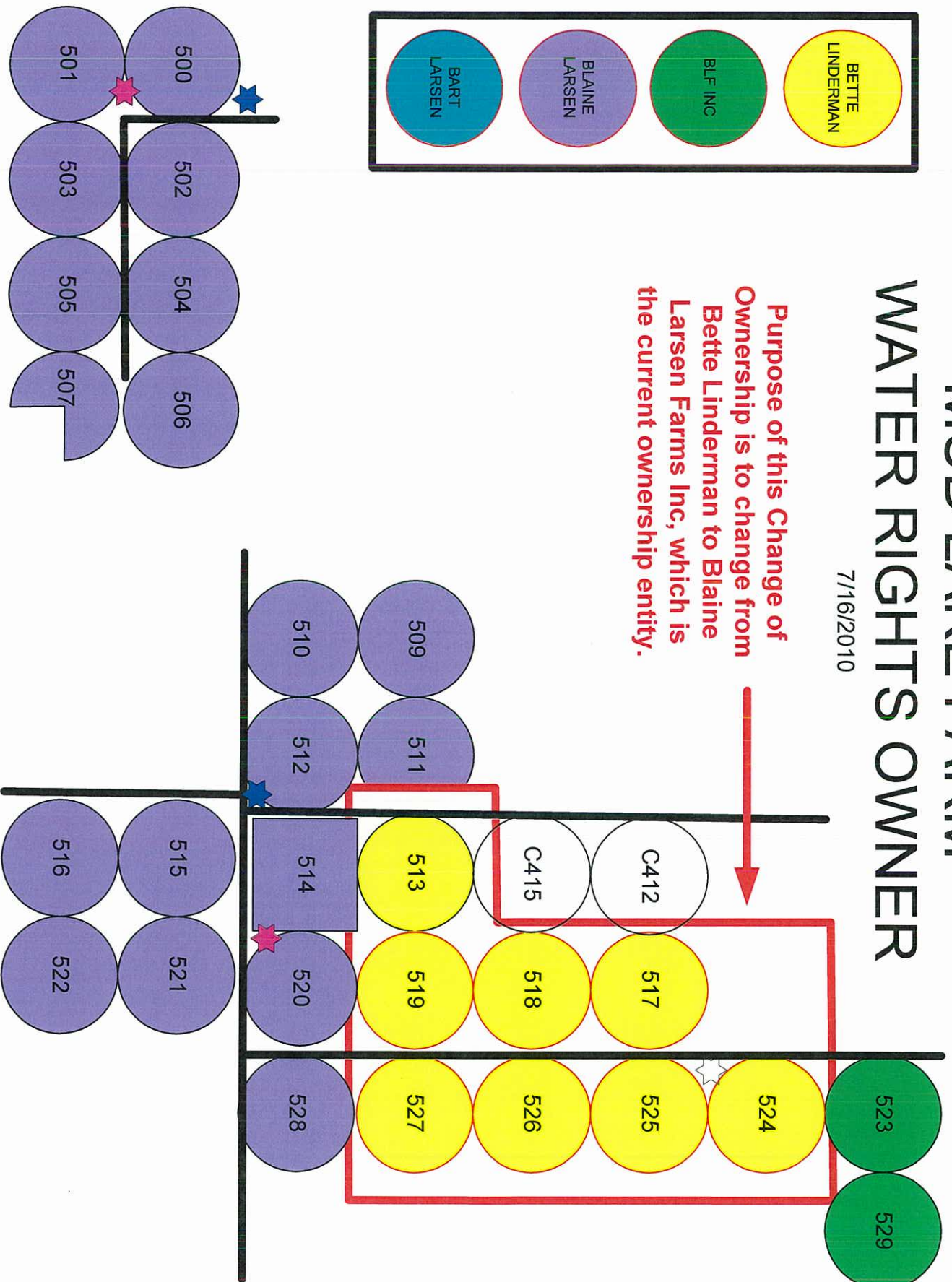
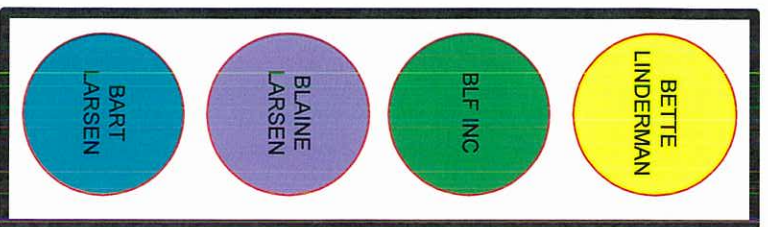
\$175. - for this app.

MUD LAKE FARM

WATER RIGHTS OWNER

7/16/2010

Purpose of this Change of Ownership is to change from Bette Linderman to Blaine Larsen Farms Inc, which is the current ownership entity.



J 21471

GRANT DEED

THIS INDENTURE is made this 29th day of ~~February~~ ^{MARCH}, 2000, between Bette Linderman, a single woman, individually and as Personal Representative of the Estate of Shayne T. Linderman, and Catherine Linderman, a single woman, Linderman Manufacturing Co., Inc., the "Grantor", and Bart Larsen Farms, Inc., whose mailing address is Hamer, Idaho, 83425, the "Grantee".

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 W $\frac{1}{2}$ and the NE $\frac{1}{4}$ of Section 21, the W $\frac{1}{2}$ of Section 28, the E $\frac{1}{2}$ of Section 29, the N $\frac{1}{2}$ of Section 32, the NW $\frac{1}{4}$ of Section 33, all in Township 6 North, Range 35 East of the Boise Meridian, Jefferson County, Idaho

Together with any and all water and water rights, licenses, and permits and all other water rights.

SUBJECT to all existing easements (including those on the attached Schedule of 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, and subject to any encumbrance arising out of any act of Grantee.

LESS the following described property:

- i. A parcel of land situated in Jefferson County, State of Idaho, Township 6 North, Range 35 East of the Boise Meridian, Section 29, more particularly described as follows:

Beginning at the Southeast corner of Section 29, Township 6 North, Range 35 East of the Boise Meridian, said point being the true point of beginning. Thence

RECEIVED BY
ASSESSOR

For PLATTING

Date 12/21/00 Time 3:17

Instrument # 305913

RIGBY, JEFFERSON, IDAHO

2000-12-29

03:17:00 No. of Pages: 7

Recorded for : FIRST AMERICAN TITLE

CONNIE M. KELLER

Fee: 21.00

Ex-Officio Recorder Deputy

Index to: GRANT DEED



N00°03'48"E along the East line of Section 29 for a distance of 660.00 feet; thence N89°51'50"W for a distance of 171.36 feet to the beginning of a curve right; Delta=31°52'24" Radius=1327.29' Arc=738.36' Chord=728.88 Tangent=379.01' said curve having a chord bearing of S46°33'17"W thence S00°03'48"W for a distance of 157.52 feet; thence S89°51'50"E along the Southline of Section 29 for a distance of 700.00 feet to the true point of beginning.

- ii. A parcel of land situated in Jefferson County, State of Idaho. Township 6 North, Range 35 East of the Boise Meridian, Section 29, more particularly described as follows:

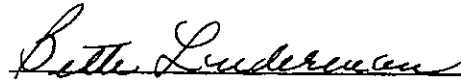
Beginning at the Northeast corner of Section 29, Township 6 North, Range 35 East of the Boise Meridian, said point being the true point of Beginning. Thence S00°03'48"W along the east line of Section 29 for a distance of 195.00 feet; thence N89°53'46"W for a distance of 222.00 feet; thence N45°40'47"W for a distance of 53.06 feet; thence N00°03'48"E for a distance of 158.00 feet; thence S89°53'46"E along the Northline of Section 29 for a distance of 260.00 feet to the true point of beginning.

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.

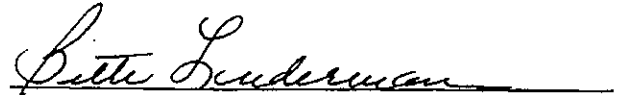
TO HAVE AND TO HOLD, the premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

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

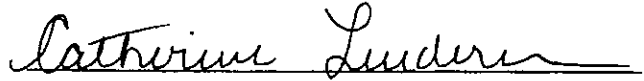
IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.



Bette Linderman

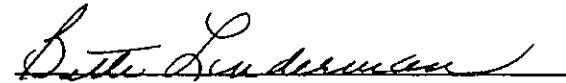


Bette Linderman, Personal Representative of
the Estate of Shayne T. Linderman



Catherine Linderman

LINDERMAN MANUFACTURING CO., INC.

By: 

Bette Linderman, President

STOCK TRANSFER AGREEMENT

1. Date and parties

As of February 26, 2001

Blaine and Connie Larsen (Blaine)

Bart and Karen Larsen (Bart)

Bart Larsen Farms, Inc. (BLF)

2. Background

Bart Larsen has determined it is in his best interests to leave Larsen Farms.¹ As part of his plan for departure, Bart desires to transfer his shares in BLF to Blaine. Bart owns 100% of the shares in BLF.

BLF raises and harvests different crops including grain, potatoes, and alfalfa.

Blaine has agreed to accept Bart's shares in BLF in accordance with this agreement. This agreement sets forth the duties and responsibilities of the parties regarding the transfer of the stock.

3. Agreement

In consideration of the mutual promises contained in this document, the parties agree as set forth in the following paragraphs.

4. Valuation of BLF Stock

Bart acknowledges his BLF stock has zero or negative value. The BLF stock has no value for the following reasons:

- Poor economic conditions for the potato market in Idaho.
- Over planting of potatoes by Larsen Farms.
- BLF's debts owed to affiliate corporations in Larsen Farms.
- Minimal value in farm leases with third parties because of anti-assignment clauses and because of necessity of an on-going guarantee that is no likely in the event of a transfer. For those reasons the leases are probably not assignable and possess little market value.
- BLF real estate being purchased under a real estate contract, and cannot be used as loan collateral.

¹ For purposes of this agreement, Larsen Farms shall mean all farms, however owned, all business organizations (corporations, limited liability companies, sole proprietorships, partnerships, etc.), all contract rights, and all goodwill that has been associated with any of the parties, Brandon Larsen, or Richard Larsen. However the term does not include homes, vehicles used personally, household furnishings, or personal effects. Also the term does not include the trucking operations of either Bart Larsen or Brandon Larsen nor the True Value Hardware store owned by Leisha O'Rullivan. The Larsen Farms includes all farms owned by any of the parties or Brandon Larsen, farming equipment, and all entities that process or handle farm products such as potatoes, wheat, barley, and hay, exclusive of the trucking.

- BLF is part of Larsen Farms. BLF could not survive by itself and provide the management, equipment, and capital resources to perform under the farm leases with third parties. Thus BLF has little market value.
- BLF has inadequate cash flow to continue another year.
- Bart Larsen affirms and states it is his view that BLF has no value and that he can best protect his interests by obtaining the indemnification provided for in this agreement.

5. Transfer of Shares

Bart does hereby transfer his BLF shares to Blaine for no value.

Bart was never issued a stock certificate representing the shares he owned in BLF. The corporation shall record on the its books the transfer from Bart to Blaine. It shall issue a stock certificate to Blaine representing his ownership of the shares in Bart Larsen Farms, Inc. Bart will indemnify and hold BLF harmless from any liability arising from the cancellation of his shares.

6. Liabilities and Indemnification

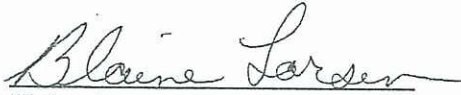
As part of the transfer of the BLF stock, Blaine will use his best efforts to have Bart and Karen Larsen removed from being a guarantor or co-signer on liabilities of Larsen Farms. Where it is not practical to obtain a release of liability, Blaine and Larsen Farms will indemnify and hold Bart harmless from all such liabilities.

7. Resignation

As part of the transfer of the shares, Bart shall resign effective February 26, 2001, from all positions as director or officer in BLF and Larsen Farms and shall terminate his employment in the near future. .

8. Dispute Resolution

All disputes between Bart and Blaine that relate to this agreement shall be resolved by the majority vote of John Parry, Winston Beard, and Richard Larsen.


Blaine Larsen


Connie Larsen


Bart Larsen


Karen Larsen

Bart Larsen Farms, Inc.
By 
Its

**AMENDMENT TO PLAN AND AGREEMENT OF
REORGANIZATION OF BLAINE LARSEN PROCESSING, INC.,
AGRIBUSINESS, INC., BLAINE LARSEN FARMS, INC.,
BART LARSEN FARMS, INC., BRANDON LARSEN FARMS, INC.,
IDAHO FREIGHT SERVICES, INC., IDAHO PRODUCE EXPRESS, INC.,
AND LARSEN FARMS HAY TERMINAL, INC.**

THIS AMENDMENT TO PLAN AND AGREEMENT OF REORGANIZATION (this "Amendment") is executed to be effective as of December 31, 2001, by and among BLAINE LARSEN PROCESSING, INC., an Idaho corporation, AGRIBUSINESS, INC., an Idaho corporation, BLAINE LARSEN FARMS, INC., an Idaho corporation, BART LARSEN FARMS, INC., an Idaho corporation, BRANDON LARSEN FARMS, INC., an Idaho corporation, IDAHO FREIGHT SERVICES, INC., an Idaho corporation, IDAHO PRODUCE EXPRESS, INC., an Idaho corporation, and LARSEN FARMS HAY TERMINAL, INC., an Idaho corporation (collectively the "Corporations").

RECITALS:

A. The Corporations entered into that certain Plan and Agreement of Reorganization, dated December 31, 2001 (the "Plan"), providing for the merger of the Corporations with Blaine Larsen Processing, Inc. being the "Surviving Corporation".

B. The Plan further provided that Blaine Larsen Processing, Inc., as the Surviving Corporation, would change its name to Larsen Farms, Inc.

C. The Corporations now desire to amend and correct the Plan to provide for Blaine Larsen Processing, Inc., as the Surviving Corporation, to change its name to Blaine Larsen Farms, Inc.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Corporations hereby agree as set forth below.

1. Recitals. The foregoing recitals are incorporated herein as acknowledgment and agreements of the Corporations.

2. Surviving Corporation. The Plan is hereby amended and corrected to provide that Blaine Larsen Processing, Inc., as the Surviving Corporation, shall change its name to Blaine Larsen Farms, Inc.

BRANDON LARSEN FARMS, INC.

By: Brandon Larsen
Brandon Larsen, President

IDAHO FREIGHT SERVICES, INC.

By: Blaine Larsen
Blaine Larsen, President

IDAHO PRODUCE EXPRESS, INC.

By: Blaine Larsen
Blaine Larsen, President

LARSEN FARMSHAY TERMINAL, INC.

By: Blaine Larsen
Blaine Larsen, President

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3. Ratification of Plan. Except as modified by this Amendment, all other terms, conditions and provisions contained in the Plan remain in full force and effect and are hereby ratified by the Corporations.

IN WITNESS WHEREOF, the Corporations have executed this Amendment to be effective as of the date first written above.

BLAINE LARSEN PROCESSING, INC.

By: Blaine Larsen
Blaine Larsen, President

AGRIBUSINESS, INC.

By: Blaine Larsen
Blaine Larsen, President

BLAINE LARSEN FARMS, INC.

By: Blaine Larsen
Blaine Larsen, President

BART LARSEN FARMS, INC.

By: Blaine Larsen
Blaine Larsen, President