

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Janet Stupfel Managing Member

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.

For Office Use Only

Received by J. Masi Date 11/14/00 Fee \$125.00
 Received by J. Masi Date 11/14/00 Receipt No. C051139
 Processed by _____ AJ Date _____ WR _____ Date _____

57-02212
 57-07052
 57-07083
 57-07128
 57-07157

NONMERGER WARRANTY DEED IN LIEU OF FORECLOSURE

THIS DEED, made this 10 day of MAY, 1999, between HIPWELL BROTHERS, L.L.C., the Grantor, and R.E.M. FARMS, L.L.C., an Idaho Limited Liability Company, whose mailing address is 8601 Dunwoody Place #301 Atlanta, Georgia 30350, the Grantee,

WITNESSETH, that for and in consideration of the covenants hereinafter contained, the avoidance of the costs and expense of foreclosure litigation, the payment by Grantee of all title insurance premiums and recording and transfer fees, costs and expenses, and other good and valuable consideration, the Grantor does by these presents grant, convey and warrant forever unto the Grantee, and to its successors and assigns, all the property described on Exhibit "A" attached hereto and incorporated herein.

ALL SITUATE IN County of Owyhee, State of Idaho, subject to rights of way and easements for roads, utilities and irrigation ditches as same exist or appear of record, unpaid real property taxes, and mortgage to Grantee dated January 22, 1997, and recorded January 24, 1997, as Instrument No. 220813.

TOGETHER WITH all water and water rights of every kind and description and however evidenced, used upon or appurtenant to said property, which in any matter entitle Grantor to water.

TOGETHER WITH any and all tenements, hereditaments, easements, rights, privileges and appurtenances thereunto belonging or used in connection therewith, and the reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said property, together with the appurtenances, unto the said Grantee, and to its successors and assigns forever. Grantor covenants with Grantee that the former is now seized in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances (except those set forth above); that Grantor and all persons acquiring any interest in the same through or for them will, on demand, execute and deliver to Grantee at Grantee's expense, any further assurance of the same that may be reasonably required; and that Grantor will warrant

NONMERGER WARRANTY DEED IN
LIEU OF FORECLOSURE - 1

228472

to Grantee all of the said property against every person lawfully claiming the same, except those claiming under the above exceptions.

This deed is absolute in effect and conveys fee simple title of the property above-described to the Grantee and does not operate as a rescission or as a mortgage, trust conveyance, or security agreement of any kind.

Grantee's acceptance of this conveyance is conditioned upon there being no liens against the property, except for those set forth above.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described herein. The fee and lien shall hereafter remain separate and distinct. It is not the intent of the parties to affect the subrogation rights of any third parties.

By acceptance of this deed, Grantee covenants and agrees that it shall not enforce any judgment against Grantor for the indebtedness evidenced by the promissory note secured by that certain mortgage executed by Hipwell Brothers, a Partnership, to R.E.M. FARMS, L.L.C., an Idaho Limited Liability Company, dated January 22, 1997, and recorded on January 24, 1997, as Instrument No. 220813, in the official records of Owyhee County, Idaho. This deed shall not operate to preclude Grantee from proceeding in any action to enforce the mortgage, but shall preclude Grantee from obtaining a deficiency judgment against Grantor.

Grantor does hereby waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption concerning the property and mortgage above.

Grantor hereby surrenders and delivers possession of the property to Grantee.

Grantor declares that its conveyance is freely and fairly made, and Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantee, its agent, or attorney, or any other person.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand the day and year first above written.

HIPWELL BROTHERS, L.L.C.

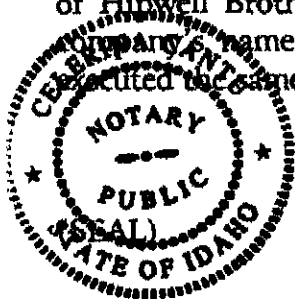
[Signature]
Douglas L. Hipwell

[Signature]
James B. Hipwell

STATE OF IDAHO)

County of Converse)

On this 10 day of May, in the year 1999, before me, Celestina Contreras, a Notary Public, personally appeared DOUGLAS L. HIPWELL and JAMES B. HIPWELL, known or identified to me to be the members of Hipwell Brothers, L.L.C., and the persons who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that they executed the same in said limited liability company's name.



[Signature]
Notary Public for Idaho

Commission expires: 10/07/2003

228472

ja\Z\Work\RR.E.M. Farms, L.L.C\Hipwell Foreclosure\deed in lieu llc.wpd

NONMERGER WARRANTY DEED IN
LIEU OF FORECLOSURE - 3

REQUEST OF
[Signature]

OWNERS RECORD
BY [Signature]
DEPUTY

FILED - RECORDED
99 MAY -6 PM 4:41

REAL PROPERTY

All that certain real property situated in the County of Owyhee, State of Idaho, to wit:

PARCEL NO. 1;

IN TOWNSHIP 2 SOUTH, RANGE 2 WEST, B. M., OWYHEE COUNTY, IDAHO
 ✓ Section 25: S1/2 NW1/4, SW1/4
 Section 26: S1/2 NE1/4, E1/2 SE1/4 NW1/4, E1/2 NE1/4 SW1/4, SE1/4 SE1/4, N1/2 SE1/4
 Section 35: N1/2 NE1/4, N1/2 SE1/4 NE1/4, N1/2 SW1/4 NE1/4 lying North and East of the Murphy-Grand View Highway
 Section 36: SW1/4 NE1/4, W1/2 NW1/4 NE1/4, W1/2, SW1/4 SE1/4, W1/2 SE1/4 SE1/4, NW1/4 SE1/4

PARCEL NO. 2:

IN TOWNSHIP 2 SOUTH, RANGE 2 WEST, B. M., OWYHEE COUNTY, IDAHO
 Section 35: S1/2 S1/2 NE1/4 lying East of Highway

PARCEL NO. 3:

IN TOWNSHIP 2 SOUTH, RANGE 2 WEST, B. M., OWYHEE COUNTY, IDAHO
 Section 35: SE1/4 lying East of the Highway

Together with all and singular the buildings, structures, fences, pipes, pipelines, tanks, dams, reservoirs, pumps, pumping equipment and all other improvements and fixtures now or hereafter on or in said property, and any and all water and water rights (including but not limited to those water rights appurtenant to said lands, or any of them, covered or evidenced by Water License No. G-25464/57-2212 and Water Permits Nos. 57-7052, 57-7083, 57-7128, 57-7157, 57-7172 and 57-7179), ditches and ditch rights, flumes, aqueducts, canals, appropriations, franchises, and all other rights and privileges owned by the Mortgagor, or belonging to, or with, leading to, connected with, or usually had or enjoyed in connection with the said property, or any part thereof, whether or not hereinabove expressly mentioned or described, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

OWYHEE COUNTY RECORDER
 BY *[Signature]*
 CLERK

97 JUN 29 PM 1 57

FILED - RECORDED

REQUEST OF
[Signature]
 FEE *1.00*

220813

EXHIBIT A

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

RECEIVED**NOV 16 2000**

Department of Water Resources

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>5702212</u>	_____	___	_____	_____	___
<u>5707052</u>	_____	___	_____	_____	___
<u>5707083</u>	_____	___	_____	_____	___
<u>5707128</u>	_____	___	_____	_____	___
<u>5707157</u>	_____	___	_____	_____	___

RECEIVEDJAN 10 2001 *ads*
K
 Department of Water Resources

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

- 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 usually attached to your deed or on file with the county).

OR

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 **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)

Hipwell Brothers LLC

4. New Owner/Claimant(s)

R.E.M. FARM, LLC.Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

PO Box 102B

City, State and ZIP Code

Meridian, ID 83680

New Telephone Number

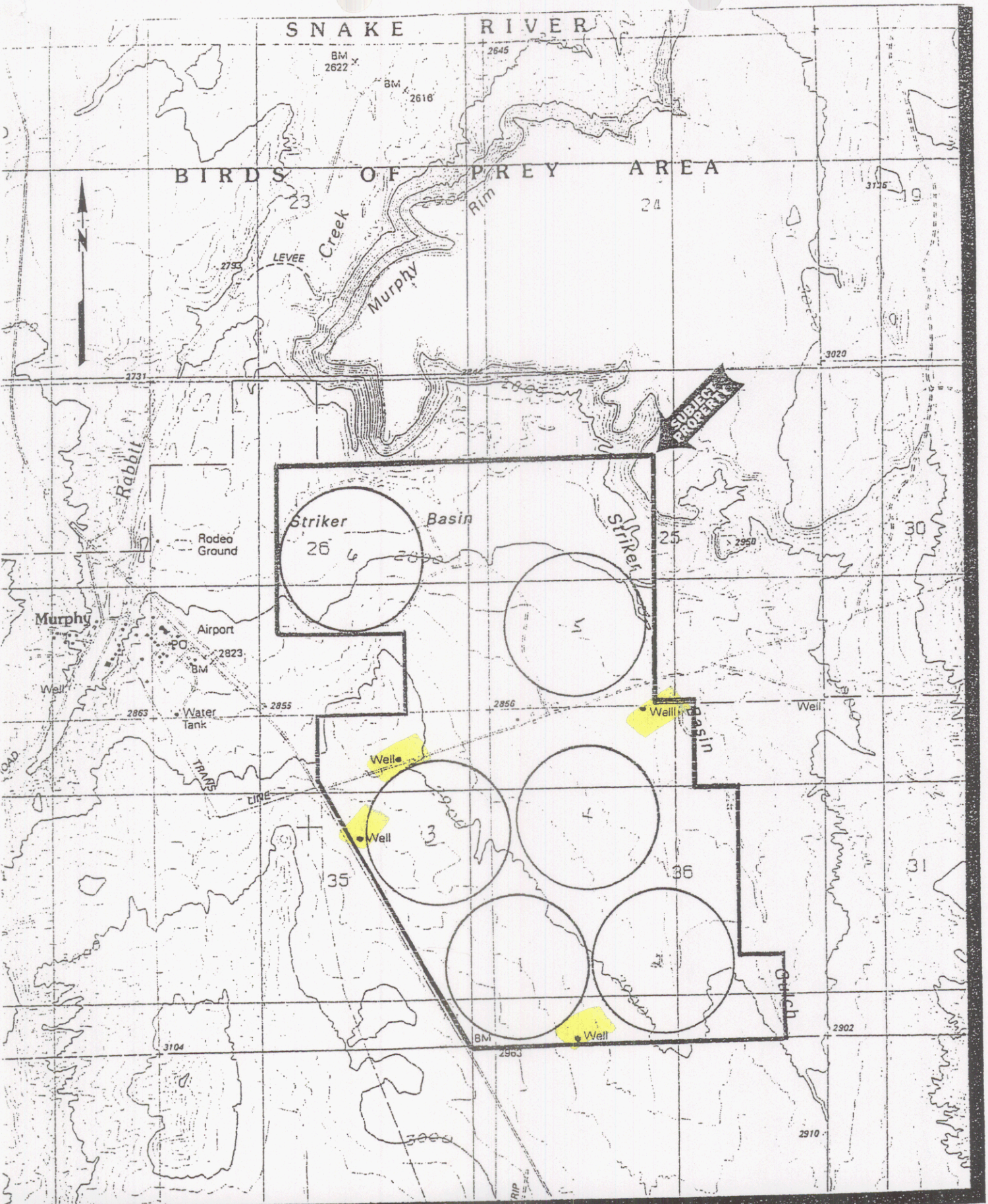
(208) 881-8657

5. Date you acquired the property

5/6/1999

SEE FILE 57-02212 FOR SUPPORT DOCUMENTATION.

SUBJECT PROPERTY PLAT



23/24
26/25

1341
T1000
HEL

1
108.1

3
19.3

2
48

5
77.6

26/25
35/36

8
6.8

4
102.0

7
30.3

9
6.3

N
6.9

6
17.5

9
16.6

10
107.7

13
11.1

14
0.2

12
107.7

1341
T999
HEL

3
23.3

16A
14.8

16
53.0

1
53.0

8

HIGHWAY 78

24 | 19
25 | 30

