

RECEIVED

DEC 18 2024

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment 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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
22-14229 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
22-14234 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
22-14239 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
22-14244 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
22-14249 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Unit 2 LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): NorVue Farms General Partnership
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 130 E Industrial Pk Rd St. Anthony ID 83445
Mailing address City State ZIP
- 208 213 624-3293 CadeCrops12@gmail.com
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. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. 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.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: CadeCrops Partners 12-18-24
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 JB Date 12/18/2024 Receipt No. E050539 Receipt Amt. \$125. -

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by JB Processed by JB Date 12/20/2024

Microfile No. 463331
22 DAY Jul 2024
At 04 O'Clock 50 PM
KIM H. MUIR
MADISON CO RECORDER
Fee \$15.00
Deputy
Recorded at Request of
FLYING S TITLE AND ESCROW - REXI

Recording Requested By and
When Recorded Return to:
NorVue Farms General Partnership
130 E. Industrial Park Road
St. Anthony, Idaho 83445
Attn: Cade Crapo

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Flying S Title & Escrow

**SPECIAL WARRANTY
DEED**

1131802-PX

This Special Warranty Deed is made this 22 day of July, 2024, between Unit 2, LLC, an Idaho limited liability company, ("Grantor"), and NorVue Farms General Partnership, an Idaho general partnership, whose mailing address is 130 E. Industrial Park Road, St. Anthony, Idaho 83445 ("Grantee"), witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, grant, bargain, sell and convey unto Grantee and its successors and assigns forever, all the following described real estate situated in the County of Madison, State of Idaho ("Premises"):

SEE SCHEDULE I ATTACHED HERETO AND INCORPORATED HEREIN

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the Premises, as well in law as in equity, except as expressly provided otherwise herein.

Grantor's covenants or warranties with respect to title, express or implied, are those, and only those, implied by use of the word "grant" as set forth in Idaho Code § 55-612. Excepting all monetary liens created, granted, caused or suffered by Grantor, including those certain mortgage liens set forth in (a) that Mortgage dated August 31, 2015, and recorded on September 15, 2015, as Instrument No. 397748 and (b) that Mortgage dated November 6, 2015, and recorded on November 6, 2015, as Instrument No. 398747, records of Madison County, Idaho held by AgWest Farm Credit (fka Northwest Farm Credit), the grant herein is subject to (i) reservations or restrictions in federal patents or state or railroad deeds or in laws providing for such patents or deeds; (ii) building or use restrictions, building and zoning regulations and ordinances of any governmental entity; (iii) location in a special flood hazard area; (iv) the lien of real property taxes not yet due and payable; (v) all tenancies, leases, easements, rights of way, claims of easements, covenants, restrictions and encumbrances that would be disclosed by or apparent from an ALTA survey or a visual inspection of the Premises; and (vi) all matters of record.

THE PREMISES IS SOLD AND CONVEYED TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, INCLUDING BOTH LATENT AND PATENT DEFECTS. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NO WARRANTIES, EXPRESS OR IMPLIED, ARE

SPECIAL WARRANTY DEED - 1

64116.0001.17330037.2 463331

MADE BY GRANTOR CONCERNING THE PREMISES. GRANTEE, BY ACCEPTING THIS DEED, RELEASES GRANTOR FROM ANY AND ALL LIABILITY RELATING TO ANY ASPECT (EXCEPT THE WARRANTIES AND COVENANTS IN THE PRECEDING PARAGRAPH) OR CONDITION OF THE PREMISES, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, ACTUAL OR CONTINGENT, ARISING BY STATUTE, COMMON LAW OR OTHERWISE.

IN WITNESS WHEREOF, this Grant Deed has been duly executed by and on behalf of Grantor as of the date first set forth above.

GRANTOR

Unit 2, LLC, an Idaho limited liability company

By: *Lance Crapo*
Lance Crapo, Manager

STATE OF Idaho)
County of Madison) ss.

This record was acknowledged before me on 7-22, 2024 by Lance Crapo, as Manager of Unit 2, LLC, an Idaho limited liability company.



[Signature]
Notary Public for Idaho
Residing at Rexburg
My commission expires 10/2/29

Exhibit A — Description of Property

PARCEL 1: (NV 40 Granary, NV41 Granary, NV 53 Cellar Partition Description)

Part of the North ½ of Section 25, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°55'54"W 2217.41 feet along the Section line, from the Northeast corner of said Section 25, and running thence S00°00'00"E 337.85 feet; thence S90°00'00"W 579.87 feet; thence N00°05'38"E 142.18 feet; thence N88°20'38"E 64.66 feet along a line equidistant between two (2) existing granaries; thence N00°05'38"E 26.69 feet; thence N89°53'05"E 434.95 feet along a line equidistant between two (2) existing potato cellars; thence N00°00'00"E 166.14 feet to the North line of said Section 25; thence N89°55'54"E 80.00 feet along said Section line to the Point of Beginning.

PARCEL 2: (Unit 2 East Partition Description)

Part of Sections 5, 6 and 8, Township 5 North, Range 42 East, B.M., and part of Section 31, Township 6 North, Range 42 East, B.M., Madison County, Idaho described as:

Commencing at the Southeast corner of said Section 6, and running thence S89°57'43"W 481.85 feet along the South line of said Section 6 to the West line of the East 1/2 of the West 1/2 of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 6; thence N00°47'16"W 1321.22 feet along said West line to the North line of the South 1/2 of the Southeast 1/4 of said Section 6; thence S89°53'05"W 2143.57 feet along said North line to the West line of the North 1/2 of the Southeast 1/4 of said Section 6; thence N00°29'37"W 659.13 feet along said West line to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 6; thence S89°48'57"W 662.82 feet along the South line of said Northeast 1/4 to the Southwest corner of said Northeast 1/4; thence N00°29'46"W 659.04 feet along the West line of said Northeast 1/4 to the North line of the Southwest 1/4 of said Section 6; thence N30°41'06"E 928.09 feet; thence N40°05'21"E 790.94 feet; thence N90°00'00"E 1457.75 feet; thence N31°48'31"E 766.82 feet; thence S89°52'40"E 359.67 feet to a point on a curve, said curve being coincident with the outer Irrigation limit of an existing irrigation pivot; thence along said curve to the right 2761.50 feet; (Curve Data: Delta = 119°51'55", R = 1320.00 feet) chord bears S83°32'03"E 2284.75 feet to the East line of said Section 31; thence S00°08'43"W 202.97 feet along said Section line to the North line of said Section 5; thence S89°39'01"E 478.24 feet along the North line of said Section 5 to the North 1/4 corner of said Section 5; thence S00°06'39"E 4211.83 feet along the North-South Centerline of said Section 5 to the North line of said Section 8; thence S89°44'50"W 1079.28 feet along said Section line to the bottom of a "Draw" or "Hollow"; thence along the bottom of said "Draw" or "Hollow" the following four (4) courses; (1) S28°19'39"W 739.60 feet; (2) S31°09'32"W 526.41 feet; (3) N82°06'22"W 830.02 feet; (4) N32°42'05"W 215.05 feet to the West line of said Section 8; thence N00°08'23"W 799.71 feet along said Section line to the Point of Beginning.

**PARCEL 2A: Together with a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:
Part of Sections 30 and 31, Township 6 North, Range 42 East, B.M., Madison County, Idaho described as:**

Beginning at a point that is N00°10'49"E 1267.95 feet along the Section line, and N89°49'11"W 2105.18 feet from a recovered Iron Rod with Aluminum Cap, marking the Southeast corner of said Section 31, said point being coincident with the center of "Long Hollow Road", and beginning of said easement centerline, and running thence along said

easement centerline the following three (3) courses; (1) S42°01'24"W 790.21 feet; (2) S00°13'23"W 676.95 feet; (3) S00°07'20"W 4846.04 feet to the end of said Easement centerline.

PARCEL 3: (Unit 2 West Partition Description)

Part of Section 36, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Commencing at a recovered Iron Rod marking the Southwest corner of said Section 36, and running thence N00°01'03"W along the West line of said Section 36, 2629.93 feet; thence S89°52'04"E 2200.32 feet; thence S47°39'57"E 746.29 feet; thence N42°20'03"E 866.49 feet; thence S90°00'00"E 1926.93 feet to the East line of said Section 36; thence S00°05'43"W 1310.50 feet along said Section line to a point on a curve, said curve being coincident with the outer Irrigation limit of an existing Irrigation pivot; thence along said curve to the right 3848.01 feet; (Curve Data: Delta = 166°35'32", R = 1323.44 feet) chord bears S81°54'14"W 2628.78 feet to a point on a curve, said curve being coincident with the outer Irrigation limit of an existing irrigation pivot; thence along said curve to the right, 1448.02 feet; (Curve Data: Delta = 61°57'16", R = 1339.14 feet) chord bears S38°01'45"W 1378.50 feet to the South line of said Section 36; thence N89°52'51"W 1807.67 feet along said Section line to the Point of Beginning.

PARCEL 3A: Together with a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:
Part of Sections 25 and 36, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N89°55'54"E 2612.13 feet along the Section line, and S00°04'06"E 337.27 feet from the Northwest corner of said Section 25, said point being the beginning of said Easement centerline, and running thence along said easement centerline the following five (5) courses; (1) S00°04'06"E 121.27 feet (2) S36°17'02"W 73.90 feet; (3) S00°21'46"W 6608.81 feet; (4) S50°13'37"E 868.84 feet; (5) S04°35'23"W 396.24 feet to the end of said Easement centerline.

Parcel 4: (Nedrow Shop Partition Description)

Part of the Northeast 1/4 of Section 25, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S00°15'57"W 1380.06 feet along the Section line, and N89°44'03"W 708.92 feet from the Northeast corner of said Section 25, and running thence N89°36'00"W 658.40 feet; thence N70°04'57"W 413.01 feet; thence N37°34'57"W 382.39 feet; thence N43°32'42"W 467.84 feet; thence N44°47'41"E 142.13 feet; thence S47°18'40"E 491.30 feet; thence N90°00'00"E 148.96 feet; thence S38°40'32"E 434.71 feet to the South edge of an existing driveway; thence along said South edge the following seven (7) courses; (1) N89°41'22"E 62.16 feet; (2) N89°41'22"E 113.12 feet; (3) S89°27'40"E 131.97 feet; (4) S80°46'52"E 78.79 feet; (5) S67°04'05"E 86.34 feet; (6) S57°22'47"E 131.71 feet; (7) S55°51'18"E 175.05 feet to the Point of Beginning.

Parcel 4A:

Together with a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Section 25, Township 6 North, Range 41 East, B.M., and part of Section 30, Township

6 North, Range 42 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S00°15'57"W 1417.14 feet along the Section line, and S89°44'03"E 112.98 feet from the Northeast corner of said Section 25, said point being the beginning of said Easement centerline, and running thence along said easement centerline the following seven (7) courses; (1) S57°39'45"W 102.73 feet; (2) N89°07'06"W 66.40 feet; (3) N89°00'26"W 425.20 feet; (4) N81°11'55"W 72.63 feet; (5) N62°37'07"W 111.67 feet; (6) N55°51'18"W 80.07 feet; (7) N89°36'00"W 65.94 feet to the end of said Easement centerline.

**Parcel 5: (Unit 2's – Undivided one-seventh (1/7) interest in Newdale Cellar)
Part of Section 3, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:**

Commencing at a point 186.5 feet east of the Northwest Corner of the East Half of Section 3, and running thence East 430 feet; thence South 171.30 feet; thence West 430 feet; thence North 171.30 feet to the Point of Beginning.

LESS AND EXCEPTING THAT PORTION DESCRIBED IN a right-of-way deed in favor of the State of Idaho recorded May 29, 1934 in Book 127 pages 314-315 of the records of Madison County, Idaho.

PURCHASE AND SALE AGREEMENT AND ASSIGNMENT OF LEASE

THIS PURCHASE AND SALE AGREEMENT AND ASSIGNMENT OF LEASE ("**Agreement**") is entered into effective as of the 22 day of July 2024 ("**Effective Date**") by and between **Egin Lakes LLC** an Idaho Limited Liability Company ("**Seller**"), and, **Crapo Farms, G.P.** a General Partnership ("**Buyer**"). Seller and Buyer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

1. PURCHASE AND SALE AND ASSIGNMENT OF LEASE. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to all of the terms and conditions set forth herein, the real property located in Fremont County, Idaho, as legally described on Exhibit A attached hereto and incorporated herein together with all, if any, rights, subsurface rights, mineral rights, water and water rights, canal shares, storage water including without limitation the water rights identified on Exhibit B attached hereto and incorporated herein, ditch rights, all easements and rights in any way associated therewith and located thereon, all improvements, and all rights, privileges and other interests associated therewith owned or held by Seller (the "**Real Property**").

2. PURCHASE PRICE. The purchase price for the Real Property is Five Hundred Ninety-Two Thousand Five Hundred Fifty AND NO/100 DOLLARS (\$592,550.00) (the "**Purchase Price**"). The Purchase Price shall be payable as follows:

(a) Buyer shall deposit the sum of One Thousand AND NO/100 DOLLARS (\$1,000.00) (the "**Deposit**") in good funds with Flying S Title & Escrow-Rexburg located at 535 First American Circle, Rexburg, ID 83440 (the "**Title Company**") within three (3) business days of the Effective Date. Title Company will hold the Deposit in an interest bearing escrow account for the benefit of Seller and Buyer. The Deposit will be credited to and considered as payment of part of the Purchase Price at the time and upon the Closing (as defined in Section 7 below) of this transaction. The Deposit shall be non-refundable to Buyer except in the event of default of Seller or as otherwise expressly provided to the contrary in this Agreement. A portion of the Deposit in the amount of Ten Dollars (\$10.00) will be non-refundable to Buyer as independent consideration for the rights extended to Buyer hereunder, including the right to terminate this Agreement as provided herein ("**Independent Consideration**"). If Buyer elects to terminate or is deemed to have terminated this Agreement and the Deposit is returned to Buyer, the Independent Consideration will not be disbursed to Buyer when the Deposit is returned to Buyer but will be released to Seller.

(b) The remainder of the Purchase Price, subject to closing adjustments, and the prorations as provided herein will be paid to Seller, in escrow with the Title Company, by wire transfer or certified funds at Closing.

3. TITLE COMMITMENT; CONVEYANCE OF TITLE.

(a) **Title Commitment and Policy.** Within _____ (____) days after the Effective Date, Seller shall deliver or cause to be delivered to Buyer a current commitment for standard coverage title insurance in the amount of the Purchase Price for the Real Property, together with a photocopy of or hyperlink to all documents describing all title exceptions listed in the commitment (the "**Title Commitment**"). The Title Company shall promptly provide a copy of any amendments or modifications of the Title Commitment to Buyer. At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to Buyer a

**EXHIBIT B
LIST OF WATER RIGHTS**

Juniper Tract: No known appurtenant water rights owned by Seller.

May Property:

Egin Bench Canal Shares

Certificate #401	85.1036 Shares	Class E
Certificate #1028	7.44657 Shares	Class G

Fremont Madison Irrigation District - Storage Water

Roll #0152	7.0 AF Storage
Roll #0153	29.0 AF Storage

EXHIBIT A-1

Egin Bench Canal Shares

Certificate #401	85.1036 Shares	Class E
Certificate #1028	7.44657 Shares	Class G

Fremont Madison Irrigation District - Storage Water

Roll #0152	7.0 AF Storage
Roll #0153	29.0 AF Storage

**EXHIBIT A
DESCRIPTION OF REAL PROPERTY**

Juniper

NE1/4; N1/2SE1/4, Section 3 Township, 9 North, Range 39 East, Boise Meridian, Fremont County, Idaho

NW1/4SW1/4, Section 34 Township, 9 North, Range 39 East, Boise Meridian, Fremont County, Idaho

Less and excepting county road right of way

TOGETHER with all water claims, water rights, ditch and ditch rights, canal and canal rights, water permits, water licenses, water storage rights, and water shares and stock in any applicable canal company or similar entity appertaining to all or any part of such property.

May Property

An undivided 30% interest in the following described tract of land:

Township 7 North, Range 40 E.B.M. Fremont County, Idaho, Section 9: Beginning 30 rods South of the NW corner of the SW1/4 of said section, thence East 80 rods; thence South 60 feet; thence East 80 rods; thence South 126 rods 6 ½ feet more or less, to the SE corner of the SW1/4 of Section 9; thence West 160 rods to the SW corner of the SW1/4 of Section 9; thence North 130 rods to the place of beginning.

Except: Commencing at the SW corner of said Section 9, and running thence East 15 rods; thence North 13 rods; thence West 15 rods; thence South 13 rods to the point of beginning.

Also except: Beginning at a point 30 rods South of the NW corner of the SW1/4, thence East 450 feet, more or less, to the West bank of the Independent Canal; thence Southwesterly along the West bank of said Independent Canal 760 feet, more or less, to the West line of said SW1/4; thence North along said West line 605 feet, more or less, to the point of beginning.

TOGETHER with all water claims, water rights, ditch and ditch rights, canal and canal rights, water permits, water licenses, water storage rights, and water shares and stock in any applicable canal company or similar entity appertaining to all or any part of such property.

IDWR

1131802

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is entered into effective as of the 22 day of July 2024 ("**Effective Date**") by and between Unit 2, LLC, an Idaho limited liability company ("**Seller**"), and NorVue Farms General Partnership, an Idaho general partnership ("**Buyer**"). Seller and Buyer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

1. **PURCHASE AND SALE.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller the following, subject to all of the terms and conditions set forth herein, (collectively the "**Property**"): (a) The real property located in Madison County, Idaho, as legally described on Exhibit A attached hereto and incorporated herein (the "**Real Property**") together with all, if any, rights, subsurface rights, mineral rights, water and water rights, including without limitation the water rights identified on Exhibit B attached hereto and incorporated herein, ditch rights, all easements and rights in any way associated therewith and located thereon, all improvements, and all rights, privileges and other interests associated therewith owned or held by Seller, the potato and grain storage facilities and (b) all sprinklers, pumps, motors, pipes and other irrigation equipment located on the Real Property as the Effective Date, including without limitation, the personal property listed on Exhibit C attached hereto, all of which is on the Real Property ("**Personal Property**").

2. **PURCHASE PRICE.** The purchase price for the Property is Five Million Eight Hundred Twelve Thousand Four Hundred Twenty-Four AND NO/100 DOLLARS (\$5,812,424.00) (the "**Purchase Price**"). The Purchase Price shall be payable as follows:

(a) Buyer shall deposit the sum of One Hundred Thousand AND NO/100 DOLLARS (\$100,000.00) (the "**Earnest Money Deposit**") in good funds with Flying S Title & Escrow – 535 First American Circle, Rexburg, ID 83440 (the "**Title Company**") within three (3) business days of the Effective Date. Title Company will hold the Earnest Money Deposit in an interest bearing escrow account for the benefit of Seller. The Earnest Money Deposit will be credited to and considered as payment of part of the Purchase Price at the time and upon the Closing (as defined in Section 8 below) of this transaction. After the expiration of the Due Diligence Period (as defined in Section 5(a)), the Earnest Money Deposit shall be non-refundable to Buyer except in the event of default of Seller or as otherwise expressly provided to the contrary in this Agreement. A portion of the Earnest Money Deposit in the amount of Ten Dollars (\$10.00) will be non-refundable to Buyer as independent consideration for the rights extended to Buyer hereunder, including the right to terminate this Agreement as provided herein ("**Independent Consideration**"). If Buyer elects to terminate or is deemed to have terminated this Agreement and the Earnest Money Deposit is returned to Buyer, the Independent Consideration will not be disbursed to Buyer when the Earnest Money Deposit is returned to Buyer but will be released to Seller.

(b) On or before the Closing Date, as defined below, Buyer shall deposit with the Title Company as a down payment of part of the Purchase Price the sum of One Million Three Hundred Fifty Three Thousand One Hundred Six and NO/100 Dollars (\$1,353,106.00) ("**Down Payment**") by cashier's check or wire transfer of federally guaranteed funds.

(c) On the Closing Date, Buyer shall assume the outstanding balance of Seller's loan as provided in Section 7 below, which amount shall be applied as a credit to the Purchase Price ("**AgWest Loan Balance**"). The remainder of the Purchase Price, if any, and the closing adjustments and the prorations as provided herein will be paid to Seller, in escrow with the Title Company, by wire transfer or certified funds at Closing. The outstanding balance

EXHIBIT B LIST OF WATER

RIGHTS

Includes all Unit 2, LLC owned water rights appurtenant to the legal descriptions detailed in Exhibit A including:

Owner	Field	Number	Status	Date	Type
Unit 2 LLC	Nedrow 6, 8, 11, 14, 15	22-14229	Decree	9/30/65	Ground
Unit 2 LLC	Nedrow 6, 8, 11, 14, 15	22-14234	Decree	2/10/68	Ground
Unit 2 LLC	Nedrow 6, 8, 11, 14, 15	22-14239	Decree	8/1/73	Ground
Unit 2 LLC	Nedrow 6, 8, 11, 14, 15	22-14244	Decree	8/30/79	Ground
Unit 2 LLC	Nedrow 6, 8, 11, 14, 15	22-14249	Decree	12/24/81	Ground
CKC FARMS LLC; CRAPO AG LLC; FROMOVER 9 LLC; JKC FARMS LLC; RCG FARMS LLC; UNIT 1 LLC; UNIT 2 LLC; UNIT 8 FARMS LLC	Nedrow Shop + Other	22-14230	Decree	9/30/65	Ground
	Nedrow Shop + Other	22-14235	Decree	2/10/68	Ground
	Nedrow Shop + Other	22-14240	Decree	8/1/73	Ground
	Nedrow Shop + Other	22-14245	Decree	8/30/79	Ground
	Nedrow Shop + Other	22-14250	Decree	12/24/81	Ground

EXHIBIT C

LIST OF PERSONAL PROPERTY

Field Name	Pivots	System
Nedrow 6	Valley, 9 towers	Shared water system
Nedrow 8	Valley/Reinke, 9 towers	Shared water system
Nedrow 12	Reinke, 12 towers	Shared water system, diesel generator
Nedrow 12 Mini	Brown, 6 tower mini	Shared water system, diesel generator
Nedrow 14	Reinke, 9 towers	Shared water system, diesel generator
Nedrow 14 West Mini	Valley, 3 towers	Shared water system, diesel generator
Nedrow 15	Reinke, 10 towers	Shared water system, diesel generator

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

PARCEL 1: (NV 40 Granary, NV41 Granary, NV 53 Cellar Partition Description)

Part of the North 1/2 of Section 25, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S89°55'54"W 2217.41 feet along the Section line, from the Northeast corner of said Section 25, and running thence S00°00'00"E 337.85 feet; thence S90°00'00"W 579.87 feet; thence N00°05'38"E 142.18 feet; thence N88°20'38"E 64.66 feet along a line equidistant between two (2) existing granaries; thence N00°05'38"E 26.69 feet; thence N89°53'05"E 434.95 feet along a line equidistant between two (2) existing potato cellars; thence N00°00'00"E 166.14 feet to the North line of said Section 25; thence N89°55'54"E 80.00 feet along said Section line to the Point of Beginning.

PARCEL 2: (Unit 2 East Partition Description)

Part of Sections 5, 6 and 8, Township 5 North, Range 42 East, B.M., and part of Section 31, Township 6 North, Range 42 East, B.M., Madison County, Idaho described as:

Commencing at the Southeast corner of said Section 6, and running thence S89°57'43"W 481.85 feet along the South line of said Section 6 to the West line of the East 1/2 of the West 1/2 of the East 1/2 of the Southeast 1/4 of said Section 6; thence N00°47'16"W 1321.22 feet along said West line to the North line of the South 1/2 of the Southeast 1/4 of said Section 6; thence S89°53'05"W 2143.57 feet along said North line to the West line of the North 1/2 of the Southeast 1/4 of said Section 6; thence N00°29'37"W 659.13 feet along said West line to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 6; thence S89°48'57"W 662.82 feet along the South line of said Northeast 1/4 to the Southwest corner of said Northeast 1/4; thence N00°29'46"W 659.04 feet along the West line of said Northeast 1/4 to the North line of the Southwest 1/4 of said Section 6; thence N30°41'06"E 928.09 feet; thence N40°05'21"E 790.94 feet; thence N90°00'00"E 1457.75 feet; thence N31°48'31"E 766.82 feet; thence S89°52'40"E 359.67 feet to a point on a curve, said curve being coincident with the outer irrigation limit of an existing irrigation pivot; thence along said curve to the right 2761.50 feet; (Curve Data: Delta = 119°51'55", R = 1320.00 feet) chord bears S83°32'03"E 2284.75 feet to the East line of said Section 31; thence S00°08'43"W 202.97 feet along said Section line to the North line of said Section 5; thence S89°39'01"E 478.24 feet along the North line of said Section 5 to the North 1/4 corner of said Section 5; thence S00°06'39"E 4211.83 feet along the North-South Centerline of said Section 5 to the North line of said Section 8; thence S89°44'50"W 1079.28 feet along said Section line to the bottom of a "Draw" or "Hollow"; thence along the bottom of said "Draw" or "Hollow" the following four (4) courses; (1) S28°19'39"W 739.60 feet; (2) S31°09'32"W 526.41 feet; (3) N82°06'22"W 830.02 feet; (4) N32°42'05"W 215.05 feet to the West line of said Section 8; thence N00°08'23"W 799.71 feet along said Section line to the Point of Beginning.

PARCEL 2A: Together with a nonexclusive, forty (40) foot wide **Ingress-Egress Easement** lying twenty (20) feet on both sides of the following described centerline:

Part of Sections 30 and 31, Township 6 North, Range 42 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N00°10'49"E 1267.95 feet along the Section line, and N89°49'11"W 2105.18 feet from a recovered Iron Rod with Aluminum Cap, marking the Southeast corner of said Section 31, said point being coincident with the center of "Long Hollow Road", and beginning of said easement centerline, and running thence along said easement centerline the following three (3) courses; (1) S42°01'24"W 790.21 feet; (2) S00°13'23"W 676.95 feet; (3) S00°07'20"W 4846.04 feet to the end of said Easement centerline.

PARCEL 3: (Unit 2 West Partition Description)

Part of Section 36, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Commencing at a recovered Iron Rod marking the Southwest corner of said Section 36, and running thence N00°01'03"W along the West line of said Section 36, 2629.93 feet; thence S89°52'04"E 2200.32 feet; thence S47°39'57"E 746.29 feet; thence N42°20'03"E 866.49 feet; thence S90°00'00"E 1926.93 feet to the East line of said Section 36; thence S00°05'43"W 1310.50 feet along said Section line to a point on a curve, said curve being coincident with the outer irrigation limit of an existing irrigation pivot; thence along said curve to the right 3848.01 feet; (Curve Data: Delta = 166°35'32", R = 1323.44 feet) chord bears S81°54'14"W 2628.78 feet to a point on a curve, said curve being coincident with the outer irrigation limit of an existing irrigation pivot; thence along said curve to the right, 1448.02 feet; (Curve Data: Delta = 61°57'16", R = 1339.14 feet) chord bears S38°01'45"W 1378.50 feet to the South line of said Section 36; thence N89°52'51"W 1807.67 feet along said Section line to the Point of Beginning.

PARCEL 3A: Together with a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

Part of Sections 25 and 36, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is N89°55'54"E 2612.13 feet along the Section line, and S00°04'06"E 337.27 feet from the Northwest corner of said Section 25, said point being the beginning of said Easement centerline, and running thence along said easement centerline the following five (5) courses; (1) S00°04'06"E 121.27 feet (2) S36°17'02"W 73.90 feet; (3) S00°21'46"W 6608.81 feet; (4) S50°13'37"E 868.84 feet; (5) S04°35'23"W 396.24 feet to the end of said Easement centerline.

Parcel 4: (Unit 2's – Undivided one-ninth (1/9) interest in Nedrow Shop)

Nedrow Shop Partition Description

Part of the Northeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S00°15'57"W 1380.06 feet along the Section line, and N89°44'03"W 708.92 feet from the Northeast corner of said Section 25, and running thence N89°36'00"W 658.40 feet; thence N70°04'57"W 413.01 feet; thence N37°34'57"W 382.39 feet; thence N43°32'42"W 467.84 feet; thence N44°47'41"E 142.13 feet; thence S47°18'40"E 491.30 feet;

thence N90°00'00"E 148.96 feet; thence S38°40'32"E 434.71 feet to the South edge of an existing driveway; thence along said South edge the following seven (7) courses; (1) N89°41'22"E 62.16 feet; (2) N89°41'22"E 113.12 feet; (3) S89°27'40"E 131.97 feet; (4) S80°46'52"E 78.79 feet; (5) S67°04'05"E 86.34 feet; (6) S57°22'47"E 131.71 feet; (7) S55°51'18"E 175.05 feet to the Point of Beginning.

Parcel 4A: Together with a nonexclusive, forty (40) foot wide Ingress-Egress Easement lying twenty (20) feet on both sides of the following described centerline:

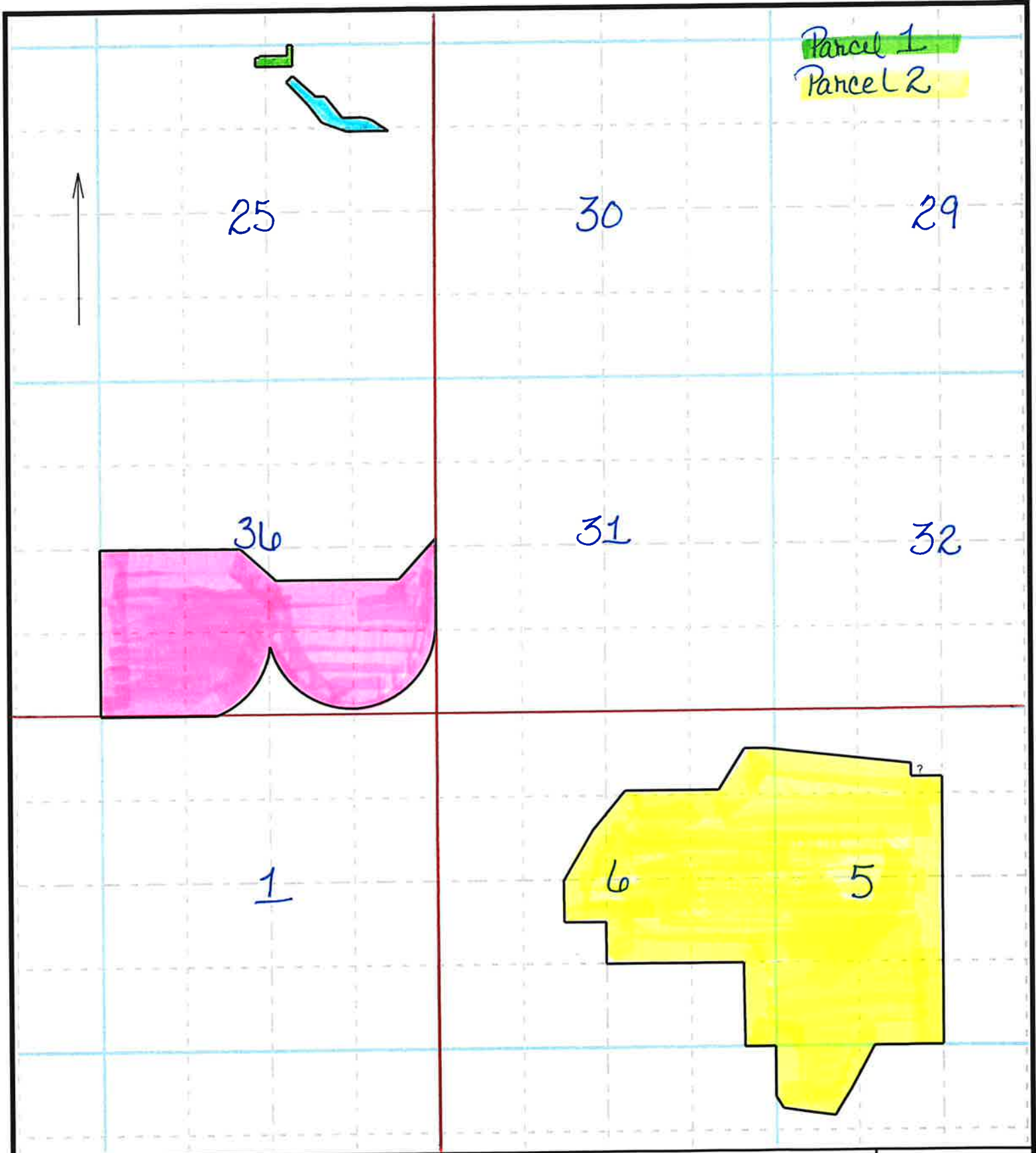
Part of Section 25, Township 6 North, Range 41 East, B.M., and part of Section 30, Township 6 North, Range 42 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S00°15'57"W 1417.14 feet along the Section line, and S89°44'03"E 112.98 feet from the Northeast corner of said Section 25, said point being the beginning of said Easement centerline, and running thence along said easement centerline the following seven (7) courses; (1) S57°39'45"W 102.73 feet; (2) N89°07'06"W 66.40 feet; (3) N89°00'26"W 425.20 feet; (4) N81°11'55"W 72.63 feet; (5) N62°37'07"W 111.67 feet; (6) N55°51'18"W 80.07 feet; (7) N89°36'00"W 65.94 feet to the end of said Easement centerline.

Parcel 5: (Unit 2's – Undivided one-seventh (1/7) interest in Newdale Cellar)

Part of Section 3, Township 6 North, Range 41 East, B.M., Madison County, Idaho described as:

Commencing at a point 186.5 feet east of the Northwest Corner of the East Half of Section 3, and running thence East 430 feet; thence South 171.30 feet; thence West 430 feet; thence North 171.30 feet to the Point of Beginning. These premises are subject to a right-of-way deed in favor of the State of Idaho recorded May 29, 1934 in Book 127 pages 314-315 of the records of Madison County, Idaho.



12/19/2024

Scale: 1 inch= 2000 feet

File: Norvue Farms.ndp

Tract 1: 2.5425 Acres (110752 Sq. Feet), Closure: n84.5544e 0.01 ft. (1/162596), Perimeter=1832 ft.
 Tract 2: 509.1442 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=21599 ft.
 Tract 3: 260.9884 Acres, Closure: n51.5128e 0.01 ft. (1/999999), Perimeter=16784 ft.
 Tract 4: 8.0914 Acres (352463 Sq. Feet), Closure: s89.2000e 0.25 ft. (1/15418), Perimeter=3918 ft.

* See close up dwd plotter
 with adjusted sections

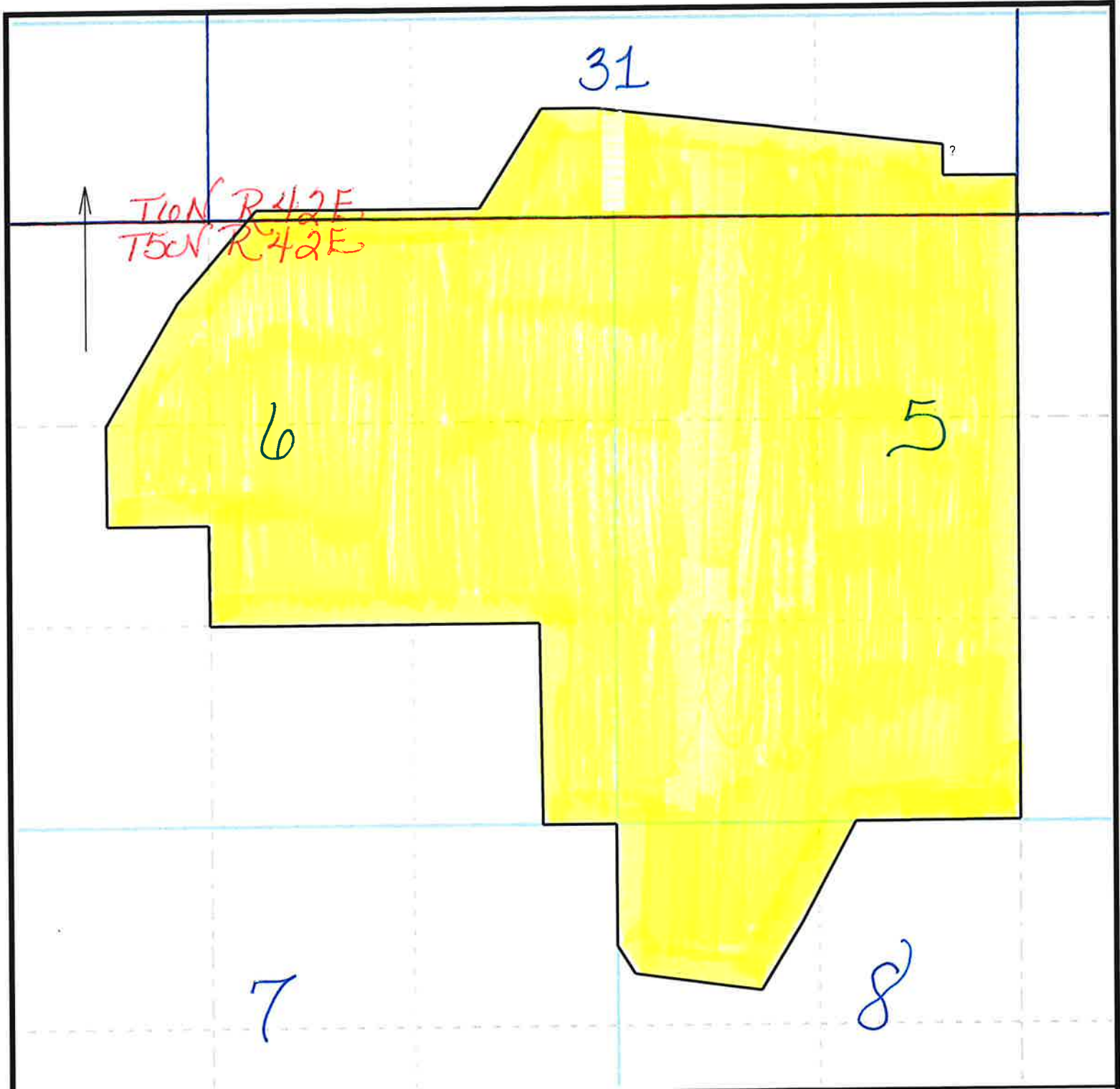
Tract Data and Deed Calls: File= Norvue Farms.ndp

Tract 01: 2.5425 Acres (110752 Sq. Feet), Closure: n84.5544e 0.01 ft. (1/162596), Perimeter=1832 ft.
Tract 02: 509.1442 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=21599 ft.
Tract 03: 260.9884 Acres, Closure: n51.5128e 0.01 ft. (1/999999), Perimeter=16784 ft.
Tract 04: 8.0914 Acres (352463 Sq. Feet), Closure: s89.2000e 0.25 ft. (1/15418), Perimeter=3918 ft.
Tract 04: 8.0914 Acres (352463 Sq. Feet), Closure: s89.2000e 0.25 ft. (1/15418), Perimeter=3918 ft.

1: /ne,25,6n,41e
2: /s89.5554w 2217.41
3: s00.0000e 337.85
4: s90.0000w 579.87
5: n00.0538e 142.18
6: n88.2038e 64.66
7: n00.0538e 26.69
8: n89.5305e 434.95
9: n00.00e 166.14
10: n89.5554e 80.00
11: @0
12: /se,6,5n,42e
13: s89.5743w 481.85
14: n00.4716w 1321.22
15: s89.5305w 2143.57
16: n00.2937w 659.13
17: s89.4857w 662.82
18: n00.2946w 659.04
19: n30.4106e 928.09
20: n40.0521e 790.94
21: n90.0000e 1457.75
22: n31.4831e 766.82
23: s89.5240e 359.67
24: s83.3204e 2284.76 ;?
25: s00.0843w 202.97
26: s89.3901e 478.24
27: s00.0639e 4211.83
28: s89.4450w 1079.28
29: s28.1939w 739.60
30: s31.0932w 526.41
31: n82.0622w 830.02
32: n32.4205w 215.05
33: n00.0823w 799.71
34: @0
35: /sw,36,6n,41e
36: n00.0103w 2629.93
37: s89.5204e 2200.32
38: s47.3957e 746.29
39: s90.0000e 1926.93
40: n42.2003e 866.49
41: s00.0543w 1310.50
42: curve right radius 1323.44 arc 3848.01 delta 166.3532 chord s81.5414w 2628.78
43: curve right radius 1339.14 arc 1448.02 delta 61.5716 chord s38.0145w 1378.50
44: n89.5251w 1807.67
45: @0
46: /ne,25,6n,41e
47: /s00.1557w 1380.06
48: /n89.4403w 708.92
49: n89.3600w 658.40
50: n70.0457w 413.01
51: n37.3457w 382.39
52: n43.3242w 467.84
53: n44.4741e 142.13
54: s47.1840e 491.30
55: n90.0000e 148.96
56: s38.4032e 434.71

Tract Data and Deed Calls: File= Norvue Farms.ndp

57: n89.4122e 62.16
58: n89.4122e 113.12
59: s89.2740e 131.71
60: s80.4652e 78.79
61: s67.0405e 86.34
62: s57.2247e 131.71
63: s55.5118e 175.05



12/19/2024

Scale: 1 inch= 900 feet

File:

Tract 1: 509.1442 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=21599 ft.

01 /se,6,5n,42e
02 s89.5743w 481.85
03 n00.4716w 1321.22
04 s89.5305w 2143.57
05 n00.2937w 659.13
06 s89.4857w 662.82
07 n00.2946w 659.04
08 n30.4106e 928.09
09 n40.0521e 790.94
10 n90.0000e 1457.75
11 n31.4831e 766.82
12 s89.5240e 359.67
13 s83.3204e 2284.76
14 s00.0843w 202.97

15 s89.3901e 478.24
16 s00.0639e 4211.83
17 s89.4450w 1079.28
18 s28.1939w 739.60
19 s31.0932w 526.41
20 n82.0622w 830.02
21 n32.4205w 215.05
22 n00.0823w 799.71

*Adjusted Section
Lines



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

December 20, 2024

NORVUE FARMS GENERAL PARTNERSHIP
130 E INDUSTRIAL PARK RD
SAINT ANTHONY ID 83445-4713

Re: Change in Ownership for Water Right No(s): 22-14229, 22-14234, 22-14239, 22-14244, 22-14249

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 100
MADISON GROUND WATER DISTRICT