Form 42-248/42-1409(6) Rev. 6/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
NOV 21 2022
DEPT OF WATER RESOURCES
SOUTHERN 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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
36-8416	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Haney Seed Company
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): AKL Properties
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

   579 Golf Course Rd (Mailing address) | Jerome (City) | ID (State) | 83338 (Zip)

   208-358-1199 (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: November 1994.

6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
   - If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

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: AKL Properties (Signature of new owner/claimant) | Member (Title, if applicable) | 11/18/2022 (Date)
   Print name: Arla G. Lott

   Signature: Arla G Lott (Signature of new owner/claimant) | (Title, if applicable) | (Date)
   Print name

For IDWR Office Use Only:

Receipted by SG Date 11/21/2022 Receipt No. S039524 Receipt Amt. $25.00

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 _____ Processed by DM Date 3-3-2023

SCANNED
MAR 03 2023

Instrument # 2120523
JEROME COUNTY, JEROME, IDAHO
2-8-2012 03:59:25 No. of Pages: 11
Recorded for : WILLIAMS,MESERVY&LOTHSPEICH
MICHELLE EMERSON Fee: 40.00
Ex-Officio Recorder Deputy

RECEIVED
NOV 22 2022
DEPT OF WATER RESOURCES
SOUTHERN REGION

QUITCLAIM DEED

FOR VALUE RECEIVED, **AKL PROPERTIES, L.P.**, an Idaho limited partnership, aka **AKL PROPERTIES LIMITED PARTNERSHIP,** hereinafter called the "Grantor", hereby remises, releases, and forever quitclaims unto **AKL PROPERTIES, LLC,** an Idaho limited liability company, whose address is P.O. Box 110, Jerome, Idaho 83338, hereinafter called the "Grantee", all right, title and interest in the following described real property located in Jerome County, State of Idaho, to-wit:

See **EXHIBIT A** attached hereto

TO HAVE AND TO HOLD the premises, with their appurtenances unto said Grantee, and the Grantee's successors and assigns forever.

DATED this 6th day of February, 2012.

"GRANTOR"
AKL PROPERTIES, L.P., AN IDAHO LIMITED PARTNERSHIP, AKA
AKL PROPERTIES LIMITED PARTNERSHIP

ARLO G. LOTT, PARTNER

KATHRYN B. LOTT, PARTNER

STATE OF IDAHO)
ss.
COUNTY OF JEROME)

On this 6th day of February, 2012, before me, the undersigned Notary Public in and for said State personally appeared ARLO G. LOTT, Partner of AKL PROPERTIES, L.P., an Idaho limited partnership, aka AKL PROPERTIES LIMITED PARTNERSHIP, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in such capacity.

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

STEPHANIE BROWN NOTARY PUBLIC STATE OF IDAHO

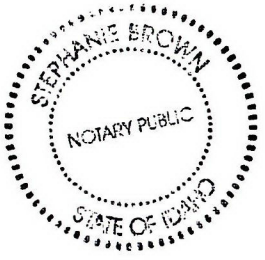
NOTARY PUBLIC, State of Idaho
Residing at: Jerome
My commission expires: 10/16/12

SCANNED
MAR 03 2023

STATE OF IDAHO)
ss.
COUNTY OF JEROME)

On this 6th day of February, 2012, before me, the undersigned Notary Public in and for said State, personally appeared KATHRYN B. LOTT, Partner of AKL PROPERTIES, L.P., an Idaho limited partnership, aka AKL PROPERTIES LIMITED PARTNERSHIP known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in such capacity.

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



Stephanie Brown
NOTARY PUBLIC, State of Idaho
Residing at: Jerome
My commission expires: 10/16/12

SCANNED
MAR 03 2023

EXHIBIT A

PARCEL NO. 1:

TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 31: A portion of the N1/2SE1/4, more particularly described as follows:

Beginning at the Northeast Corner of said N1/2SE1/4;
Thence South 0°12'29" West, 436.00 feet along the Easterly boundary of said N1/2SE1/4;
Thence South 83°42'30" West, 296.00 feet;
Thence South 87°42'52" West, 397.90 feet;
Thence North 0°12'29" East, 490.00 feet to the Northerly boundary of said N1/2SE1/4;
Thence South 89°31'42" East, 691.63 feet to THE POINT OF BEGINNING.

Subject to a right of way for public highway over and across the East 25 feet of property herein described.

Said Parcel being approximately 7.45 acres

PARCEL NO. 2:

TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 31: N1/2SE1/4, EXCEPTING THEREFROM the following described parcel:

Beginning at the Northeast Corner of said N1/2SE1/4;
Thence South 0°12'29" West, 436.00 feet along the Easterly boundary of said N1/2SE1/4;
Thence South 83°42'30" West, 296.00 feet;
Thence South 87°42'52" West, 397.90 feet;
Thence North 0°12'29" East, 490.00 feet to the Northerly boundary of said N1/2SE1/4;
Thence South 89°31'42" East, 691.63 feet to THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM the following described parcel:

Beginning at the Southeast corner of the NE1/4SE1/4, said point being the TRUE POINT OF BEGINNING;
Thence West along the South boundary of the NE1/4SE1/4, 170.00 feet;
Thence North parallel to the East boundary of the NE1/4SE1/4, 256.24 feet;
Thence East parallel to the South boundary of the NE1/4SE1/4, 170.00 feet to the East boundary of the NE1/4SE1/4;
Thence South along the East boundary of the NE1/4SE1/4, 256.24 feet to the TRUE POINT OF BEGINNING.

SCANNED
MAR 03 2023

SUBJECT to a right of way or public highway over and across the East 25 feet of property herein described.

Said Parcel being approximately 71.55 acres

PARCEL NO. 3 (IBP):

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 24: A tract of land in the SE¼SW¼, described as follows:

Beginning at the South quarter corner of said Section 24;
Thence North 89°20'04" West, 85.2 feet along the South boundary of said Section 24 to a point of intersection with the Southwesterly right of way of the Union Pacific Railroad, and which is THE TRUE POINT OF BEGINNING;
Thence North 33°48'34" West, 425.0 feet along said Railroad Right of Way;
Thence South 55°07'26" West, 334.2 feet;
Thence South 20°32'08" East, 103.28 feet;
Thence South 0°39'56" West, 60.55 feet to the South boundary of said Section 24;
Thence South 89°20'04" East, 474.8 feet along said South boundary to THE TRUE POINT OF BEGINNING.

AND

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 24: A tract of land in the SE¼SW¼, described as follows:

Beginning at the South quarter corner of said Section 24;
Thence North 89°20'04" West, 85.2 feet along the South boundary of said Section 24, to a point of intersection with the Southwesterly Right of Way of the Union Pacific Railroad;
Thence North 33°48'34" West, 425.0 feet along said Railroad Right of Way to a point which is THE TRUE POINT OF BEGINNING;
Thence continuing North 33°48'34" West along said Railroad Right of Way a distance of 125.0 feet;
Thence South 55°07'26" West a distance of 334.2 feet;
Thence South along a line parallel to said Railroad Right of Way a distance of 125.0 feet;
Thence North 55°07'26" East a distance of 334.2 feet to the said Railroad Right of Way, THE POINT OF BEGINNING.

SCANNED
MAR 03 2023

PARCEL NO. 4:

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 13: That part of the SE1/4, described as follows:

The TRUE POINT OF BEGINNING being the Southeast corner of Section 13;
Thence North 0°01'40" West, 1,117.83 feet along section line;
Thence South 89°49" West, 331.37 feet;
Thence North 0°14' West, 89.91 feet;
Thence North 15°52' East, 120.19 feet to a point on the North boundary of the SE1/4SE1/4;
Thence North 15°52' East, 31.61 feet;
Thence North 22°24' East, 71.75 feet;
Thence North 86°56' East, 262.72 feet to a point on section line, said point being 110.04 feet Northerly of Southeast corner of the NE1/4SE1/4;
Thence North 0°01'40" West, 254.84 feet along section line;
Thence South 89°49' West, 1,328.69 feet parallel to the South boundary of the NE1/4SE1/4 to a point on the West boundary of the NE1/4SE1/4;
Thence South 0°01'15" East, 293.32 feet;
Thence South 87°43'45" West, 140.15 feet;
Thence South 59°11'45" West, 130.40 feet to a point on the South boundary of the NW1/4SE1/4;
Thence North 89°49' East, 252.00 feet to the Southeast corner of the NW1/4SE1/4;
Thence South 0°01'15" East, 1,322.81 feet along the West boundary of the SE1/4SE1/4 to the Southwest corner of the SE1/4SE1/4;
Thence North 89°51' East, 1,328.89 feet along the South boundary of the SE1/4SE1/4 to the TRUE POINT OF BEGINNING.

EXCEPTING a portion of the NE1/4SE1/4 described as follows:

Commencing at the Southeast corner of Section 13;
Thence North 0°01'40" West 1433.5 feet along the East boundary of Section 13 to the TRUE POINT OF BEGINNING;
Thence North 0°01'40" West 254.84 feet along the East boundary of Section 13;
Thence South 89°49' West 378.37 feet;
Thence South 5°01'25" East 194.71 feet;
Thence South 83°14'40" East 99.95 feet;
Thence South 0°09'05" West 61.97 feet;
Thence North 86°56' East 262.72 feet to the TRUE POINT OF BEGINNING.

SCANNED
MAR 03 2023

PARCEL NO. 5:

TOWNSHIP 9 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 13: That part of the SW1/4SE1/4, described as follows:

Commencing at the Southeast corner of Section 13;
Thence South 89°51' West, 1,328.89 feet along section line to the Southeast corner of the SW1/4SE1/4;
Thence North 0°01'15" West, 992.00 feet along the East boundary of the SW1/4SE1/4, to the TRUE POINT OF BEGINNING.
Thence North 0°01'15" West, 330.81 feet along the East boundary of the SW1/4SE1/4 to the Northeast corner of the SW1/4SE1/4;
Thence South 89°49' West, 598.00 feet along the North boundary of the SW1/4SE1/4;
Thence South 5°24'30" West, 279.83 feet;
Thence South 85°23' East, 626.32 feet to the TRUE POINT OF BEGINNING.

(Parcels 4 and 5 being approximately 50.55 acres)

PARCEL NO. 6:

TOWNSHIP 9 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 13: SW1/4SE1/4, EXCEPTING THEREFROM the following tracts:

Commencing at the Southeast corner of Section 13;
Thence South 89°51' West, 1,328.89 feet along section line to the Southeast corner of the SW1/4SE1/4;
Thence North 0°01'15" West, 992.00 feet along the East boundary of the SW1/4SE1/4, to the TRUE POINT OF BEGINNING;
Thence North 0°01'15" West, 330.81 feet along the East boundary of the SW1/4SE1/4 to the Northeast corner of the SW1/4SE1/4;
Thence South 89°49' West, 598.00 feet along the North boundary of the SW1/4SE1/4;
Thence South 5°24'30" West, 279.83 feet;
Thence South 85°23' East, 626.32 feet to THE TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM the following described parcel of land:

Beginning at the South quarter corner of Section 13;
Thence North 89°51' East, 55.20 feet along the South boundary of Section 13 to THE TRUE POINT OF BEGINNING;
Thence North 89°51' East, 1213.59 feet along said South boundary;
Thence North 0°06' East, 544.80 feet;
Thence South 89°52' West, 1028.01 feet;

SCANNED
MAR 03 2023

Thence South 41°39' West, 267.85 feet;
Thence South 1°28' West, 345.55 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 7:

TOWNSHIP 9 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 13: SE1/4SW1/4, EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Southwest corner of said SE1/4SW1/4;
Thence North 89°51' East, 879.3 feet along the South line of said Section 13;
Thence North 4°47' East, 387.0 feet;
Thence North 71°11' West, 409.3 feet;
Thence North 65°54' West, 571.88 feet;
Thence South 0°09' West, 753.48 feet to THE TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM that part of the SW1/4SE1/4 and SE1/4SW1/4, described as follows

Beginning at the Southeast corner of Section 13;
Thence South 89°51' West, 2602.64 feet along the Southerly boundary of Section 13 to THE TRUE POINT OF BEGINNING.
Thence North 1°28' East, 372.04 feet along the Westerly boundary of Lot 8, Block 1 "Rim Side Estates Subdivision";
Thence North 82°40'30" West, 429.44 feet;
Thence South 04°47' West, 429.35 feet to the Southerly boundary of Section 13;
Thence North 89°51' East, 398.00 feet to the Southerly quarter corner for Section 13;
Thence North 89°51' East, 54.22 feet along the Southerly boundary of Section 13 to THE TRUE POINT OF BEGINNING.

Together with all water and water rights, ditches and ditch rights used thereon, including but not limited to 45.45 shares of stock in North Side Canal Company Limited.

(Parcels 6 and 7 being approximately 45.45 acres)

PARCEL NO. 8:

TOWNSHIP 9 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 13: A parcel of land located in the NE1/4SE1/4, described as follows:

Commencing at the Southeast corner of Section 13;
Thence North 0°01'40" West, 1,433.50 feet along the East boundary of Section 13 to THE TRUE POINT OF BEGINNING;
Thence North 0°01'40" West, 254.84 feet along the East boundary of Section 13, to a

SCANNED
MAR 03 2023

point on the South boundary of 3-M Estates Subdivision;
Thence South 89°49' West along the South boundary of said Subdivision, 378.37 feet;
Thence South 5°01'25" East, 194.71 feet;
Thence South 83°14'40" East, 99.95 feet;
Thence South 0°09'05" West, 61.97 feet;
Thence North 86°57' East, 262.72 feet to THE TRUE POINT OF BEGINNING.

Said parcel being approximately 2.07 acres.

PARCEL NO. 9:

Lots 1 and 2 in Block 3; Lots 3, 4, 5 and 6 in Block 4; and Lots 1, 2, 3, 4, 5 an d6 in Block 5; all of 3-M Estates, Jerome County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the Recorder of said County.

Together with all water and water rights ditches and ditch rights used thereon or appurtenant thereto including but not limited to 31 shares of capital stock of the North Side Canal Company, Limited.

PARCEL NO. 10:

TOWNSHIP 10 SOUTH, RANGE 19, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 2: S1/2SW1/4, EXCEPTING THEREFROM that portion deeded to the State of Idaho by Right of Way Deed recorded October 28, 1941 in Book 121 page 350, Jerome County records, AND EXCEPTING THEREFROM that portion deeded to the State of Idaho by Warranty Deed recorded in Book 177 Page 132, Jerome County records.

PARCEL NO. 11:

TOWNSHIP 10 SOUTH, RANGE 19, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 2: N1/2SW1/4

EXCEPTING THEREFROM the part of the N1/2SW1/4, described as follows:

Beginning at the West Quarter corner for Section 2 marked with a 5/8" inch rebar pin and survey cap, the TRUE POINT OF BEGINNING;
Thence South 89°38'47" East 505.28 feet along the Northerly boundary of said N1/2SW1/4;
Thence South 0°03'42" West 172.42 feet;
Thence North 89°38'47" West 505.28 feet to the Westerly boundary of Section 2;
Thence North 0°03'42" East 172.42 feet along said Westerly boundary to the TRUE POINT OF BEGINNING.

SCANNED
MAR 03 2023

PARCEL NO. 12:

TOWNSHIP 10 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 7: E1/2SW1/4, Lots 3 and 4

EXCEPTING

TOWNSHIP 10 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 7: A parcel of land located in Gov't Lot 3, described as follows:

Commencing at the Southwest section corner of Section 7;
Thence North 0°11'00" West, 2261.72 feet along the West section line of Section 7 to a point on said line, which is THE TRUE POINT OF BEGINNING;
Thence North 0°11'00" West, 358.16 feet along the West section line of Section 7 to the Northwest corner of Gov't Lot 3 of Section 7;
Thence North 89°35'00" East, 125.00 feet along the North boundary of Gov't Lot 3 of Section 7 to a point;
Thence South 0°11'00" East, 358.16 feet to a point;
Thence South 89°35'00" West, 125.00 feet to THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING

TOWNSHIP 10 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 7: Part of the SW1/4SW1/4, and more particularly described as follows:

Beginning at the Southwest corner of Section 7 of Township 10 South, Range 21, East Boise Meridian, said corner marked by a ½" rebar;
Thence North 00°00'43" East along the West line of Section 7 for a distance of 166.41 feet to a ½" rebar which shall be THE POINT OF BEGINNING;
Thence North 00°00'43" East along the West line of Section 7 for a distance of 719.95 feet to a ½" rebar;
Thence South 89°59'18" East for a distance of 754.58 feet to a ½" rebar;
Thence South 07°28'35" East for a distance of 189.75 feet to a ½" rebar;
Thence South 59°04'44" West for a distance of 176.86 feet to a ½" rebar;
Thence South 81°10'40" West for a distance of 207.41 feet to a ½" rebar;
Thence South 63°59'30" West for a distance of 104.06 feet to a ½" rebar;
Thence South 45°39'50" West for a distance of 227.16 feet to a ½" rebar;
Thence South 12°04'30" West for a distance of 106.86 feet to a ½" rebar;
Thence South 55°16'08" West for a distance of 175.69 feet to THE POINT OF BEGINNING.

ALSO EXCEPTING

SCANNED
MAR 03 2023

TOWNSHIP 10 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 7: Part of the SW1/4, described as follows:

Beginning at the West ¼ Section corner of Section 7, said corner marked by a ½" rebar;
Thence South 00°00'43" West (South 00°11'00" East rec.) along the West section line for a distance of 357.97 feet (358.16 rec.) to a ½" rebar which shall be the POINT OF BEGINNING;
Thence South 89°24'01" East (North 89°35'00" rec.) for a distance of 124.90 feet (125.00 rec.) to a ½" rebar;
Thence North 00°00'43" East (North 00°11'00" West rec.) for a distance of 360.29 feet (358.16 rec.) to the North line of the SW1/4;
Thence North 89°32'14" East along said line for a distance of 377.33 feet to a ½" rebar;
Thence North 89°32'14" East continuing along said line for a distance of 72.94 feet to the center of the Milner Gooding Canal;
Thence along said centerline for the following courses and distances;
Thence South 55°23'11" West for a distance of 56.52 feet;
Thence South 44°40'37" West for a distance of 82.34 feet;
Thence South 31°05'25" West for a distance of 115.43 feet;
Thence South 15°53'42" West for a distance of 105.87 feet;
Thence South 00°41'36" East for a distance of 109.45 feet;
Thence South 12°57'53" East for a distance of 412.35 feet;
Thence South 15°01'41" East for a distance of 14.30 feet;
Thence leaving said centerline North 84°51'42" West for a distance of 43.62 feet to a ½" rebar;
Thence North 84°51'42" West for a distance of 438.14 feet to a ½" rebar on the West section line;
Thence North 00°00'43" East along said line for a distance of 410.66 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM the following described parcel of land:

TOWNSHIP 10 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 7: Part of the SW1/4, described as follows:

Beginning at the West ¼ section corner of Section 7 of Township 10 south, Range 21 East Boise Meridian, said corner marked by a ½" rebar; Thence South 00°00'43" West along the West section line for a distance of 768.63 feet to a ½" rebar which shall be THE POINT OF BEGINNING;
Thence South 84°51'42" East for a distance of 438.14 feet to a ½" rebar;
Thence South 84°51'42" East for a distance of 43.62 feet to the centerline of the Milner-Gooding Canal;

SCANNED
MAR 03 2023

Thence along said centerline for the following courses and distances:
Thence South 15°01'41" East for a distance of 143.23 feet;
Thence South 23°49'02" East for a distance of 89.74 feet;
Thence South 32°55'34" East for a distance of 610.88 feet;
Thence South 23°19'52" East for a distance of 111.89 feet;
Thence South 14°03'10" East for a distance of 113.48 feet;
Thence leaving said centerline North 89°59'18" West for a distance of 42.22 feet to a 1/2" rebar;
Thence North 89°59'18" West for a distance of 915.11 feet to a ½" rebar on the West section line;
Thence North 00°00'43" East along said line for a distance of 988.96 feet to THE POINT OF BEGINNING.

SUBJECT TO an existing irrigation canal and lateral easement along the East side.

Together with all water rights appurtenant thereto.

SCANNED
MAR 03 2023

FURNISHED BY Land Title and Escrow, Inc.

DEED OF TRUST, Made this 2nd day of DECEMBER ,19 94 ,
BETWEEN

AKL PROPERTIES, an Idaho corporation

("GRANTOR"),

whose address is P.O. Box 110 Jerome, Idaho 83338
Land Title and Escrow, Inc., an Idaho Corporation, ("TRUSTEE"), and

KLEIN-BERGER COMPANY, a North Dakota corporation

("BENEFICIARY"),

WITNESSETH: Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Jerome State of Idaho. described as follows:

See Exhibit "A"

REQUEST
Land Title & Escrow, Inc.
Dec 2 4 28 PM '94
JEROME COUNTY, IDAHO
FEES 7.00 DEP

945282

For the Purpose of Securing payment of the indebtedness owed by Grantor in the sum of
( ) Dollars, with the final payment due on December 1, 1998 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

1. GRANTOR AGREES:

1.1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

1.2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

1.3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

1.4 To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary and any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

1.5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate authorized by Idaho Code 28-22-104(1).

1.6 Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

1.7 The property does not contain more than twenty acres.

2. IT IS MUTUALLY AGREED:

2.1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2.2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require

SCANNED
MAR 03 2023

2.7. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

2.8. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto. The Beneficiary shall also have all rights provided by law whether stated here or not.

2.9. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their successors and assigns. The term Beneficiary shall mean the holder and owner of the debt secured hereby. In this Deed of Trust whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

2.10. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

2.11. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which new trustee or trustees shall succeed to all of the powers and duties of the trustee named herein.

2.12. Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

2.13. The interest and payment terms on the note secured hereby may be indexed, renewed, renegotiated or adjusted during the term of the note and which may affect the term of the note. The amount of the debt secured may be increased because of a deferment of all or portions of the interest or a deferment of all or portions of the interest if added to the principal balance of the note.

3. ADDITIONAL AGREEMENTS:

DATED the 2nd day of December, 19 94

Arlo G. Lott, President
ARLO PROPERTIES, an Idaho corporation

Kathie B. Lott
ARLO PROPERTIES, an Idaho corporation

Individual

STATE OF IDAHO, COUNTY OF

On this day of , 19 , before me, a Notary Public in and for said State, personally appeared

known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that executed the same.

Notary Public
Residing at , Idaho
Commission expires

Corporate

STATE OF IDAHO, COUNTY OF Jerome

On this 2nd day of December, 19 94, before me, a Notary Public in and for said State, personally appeared

ARLO G. LOTT-President and

KATHI B. LOTT-Secretary

known or identified to me to be the President and Secretary of the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Notary Public
Residing at
Commission expires:

RICK BLANSEN
☆ NOTARY PUBLIC ☆
STATE OF IDAHO
RESIDING AT JEROME, ID
MY COMMISSION EXPIRES 7-10-97

Partnership

STATE OF IDAHO, COUNTY OF

On this day of , 19 , before me, a Notary Public in and for said State, personally appeared

known or identified to me to be the partners or one of the partners in the Partnership of and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument and acknowledged to me that executed the same in said Partnership name.

Notary Public
Residing at , Idaho
Commission expires:

TO: Land Title and Escrow, Inc. , Trustee:

You are hereby authorized and requested to execute a reconveyance

NOTE: The Promissory Note or Notes must be presented with this request.

SCANNED
MAR 03 2023

EXHIBIT "A"

LEGAL DESCRIPTION

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 24: A tract of land in the SE¼SW¼, described as follows:

Beginning at the South quarter corner of said Section 24;
Thence North 89°20'04" West, 85.2 feet along the South boundary of said Section 24 to a point of intersection with the Southwesterly right of way of the Union Pacific Railroad, and which is THE TRUE POINT OF BEGINNING;
Thence North 33°48'34" West, 425.0 feet along said Railroad Right of Way;
Thence South 55°07'26" West, 334.2 feet;
Thence South 20°32'08" East, 103.28 feet;
Thence South 0°39'56" West, 60.55 feet to the South boundary of said Section 24;
Thence South 89°20'04" East, 474.8 feet along said South boundary to THE TRUE POINT OF BEGINNING.

AND

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 24: A tract of land in the SE¼SW¼, described as follows:

Beginning at the South quarter corner of said Section 24;
Thence North 89°20'04" West, 85.2 feet along the South boundary of said Section 24, to a point of intersection with the Southwesterly Right of Way of the Union Pacific Railroad;
Thence North 33°48'34" West, 425.0 feet along said Railroad Right of Way to a point which is THE TRUE POINT OF BEGINNING;
Thence continuing North 33°48'34" West along said Railroad Right of Way a distance of 125.0 feet;
Thence South 55°07'26" West a distance of 334.2 feet;
Thence South along a line parallel to said Railroad Right of Way a distance of 125.0 feet;
Thence North 55°07'26" East a distance of 334.2 feet to the said Railroad Right of Way, THE POINT OF BEGINNING.

SCANNED
MAR 03 2023

RECEIVED
NOV 22 2022
DEPT OF WATER RESOURCES
SOUTHERN REGION

Land Title & Escrow, Inc.

945281

QUITCLAIM DEED

FOR VALUE RECEIVED, **KLEIN-BERGER COMPANY**, a North Dakota corporation (successor by name change from Garden State Bean Company, Inc., successor by merger with Klein Bros. Warehousing Company, Inc., successor by merger with Haney Seed Company) ("Grantor"), does hereby convey, release, remise and forever quitclaim unto **AKL PROPERTIES**, an Idaho corporation*("Grantee"), the following described premises, in Jerome County, Idaho, to wit:

See EXHIBIT "A" attached hereto,

together with their appurtenances.

By accepting and recording this Deed, Grantee agrees for itself and its successors, assigns or grantees (collectively "Covenantor") not to use the Property for a period of five (5) years following the date hereof for the production, processing, sale or distribution of beans in competition with Klein-Berger Company, Beakon Bean Company, SWG or any of their affiliated entities. If Covenantor fails to keep or perform every covenant of this Paragraph, Grantor shall be entitled to specifically enforce the same by injunction in equity in addition to any other remedies which Grantor may have. If any portion of the Paragraph shall be invalid or unenforceable, such invalidity or unenforceability shall in no way be construed to affect in any way the enforceability of any other provision of this Paragraph. If any court in which Grantor seeks to have the provisions of this Paragraph specifically enforced, determines that the activities, time or geographic area hereinabove specified are too broad, such court may determine a reasonable activity, time or geographic area and shall specifically enforce this Paragraph for such activity, time and geographic area.

Dated: November 28, 1994

Attest:

Sue E. Badberg
Assistant Secretary

KLEIN-BERGER COMPANY, a North Dakota corporation

By: John J. Dill
Vice President Tax

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 28TH day of November, in the year 1994, before me a notary public, personally appeared **JOHN J. DILL** and **SUE E. BADBERG** known or identified to me to be the Vice President Tax and the Assistant Secretary, respectively of the corporation that executed the above instrument, who executed the instrument on behalf of said corporation and acknowledged to me that such corporation 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.

GENERAL NOTARY-State of Nebraska
JILL R. WHALEY
My Comm. Exp. Aug. 3, 1997

Jill R. Whaley
Notary Public residing at Omaha, NE
My commission expires on Aug. 3, 1997

*GRANTEE'S ADDRESS is: P.O. Box 210 Jerome, Idaho 83338

SCANNED
MAR 03 2023

EXHIBIT "A"

LEGAL DESCRIPTION

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 24: A tract of land in the SE¼SW¼, described as follows:

Beginning at the South quarter corner of said Section 24;
Thence North 89°20'04" West, 85.2 feet along the South boundary of said Section 24 to a point of intersection with the Southwesterly right of way of the Union Pacific Railroad, and which is THE TRUE POINT OF BEGINNING;
Thence North 33°48'34" West, 425.0 feet along said Railroad Right of Way;
Thence South 55°07'26" West, 334.2 feet;
Thence South 20°32'08" East, 103.28 feet;
Thence South 0°39'56" West, 60.55 feet to the South boundary of said Section 24;
Thence South 89°20'04" East, 474.8 feet along said South boundary to THE TRUE POINT OF BEGINNING.

AND

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 24: A tract of land in the SE¼SW¼, described as follows:

Beginning at the South quarter corner of said Section 24;
Thence North 89°20'04" West, 85.2 feet along the South boundary of said Section 24, to a point of intersection with the Southwesterly Right of Way of the Union Pacific Railroad;
Thence North 33°48'34" West, 425.0 feet along said Railroad Right of Way to a point which is THE TRUE POINT OF BEGINNING;
Thence continuing North 33°48'34" West along said Railroad Right of Way a distance of 125.0 feet;
Thence South 55°07'26" West a distance of 334.2 feet;
Thence South along a line parallel to said Railroad Right of Way a distance of 125.0 feet;
Thence North 55°07'26" East a distance of 334.2 feet to the said Railroad Right of Way, THE POINT OF BEGINNING.

SCANNED
MAR 03 2023

RECEIVED
NOV 22 2022
DEPT OF WATER RESOURCES
SOUTHERN REGION

Filed this 28th day of Dec. 1994 at 9:28 A.M.

QUITCLAIM DEED

FOR VALUE RECEIVED, KLEIN-BERGER COMPANY, a North Dakota corporation (successor by name change from Garden State Bean Company, Inc., successor by merger with Klein Bros. Warehousing Company, Inc., successor by merger with Haney Seed Company) ("Grantor"), does hereby convey, release, remise and forever quitclaim unto AKL PROPERTIES, an Idaho corporation* ("Grantee"), the following described premises, in Jerome County, Idaho, to wit:

See EXHIBIT "A" attached hereto,

together with their appurtenances.

By accepting and recording this Deed, Grantee agrees for itself and its successors, assigns or grantees (collectively "Covenantor") not to use the Property for a period of five (5) years following the date hereof for the production, processing, sale or distribution of beans in competition with Klein-Berger Company, Beakon Bean Company, SWG or any of their affiliated entities. If Covenantor fails to keep or perform every covenant of this Paragraph, Grantor shall be entitled to specifically enforce the same by injunction in equity in addition to any other remedies which Grantor may have. If any portion of the Paragraph shall be invalid or unenforceable, such invalidity or unenforceability shall in no way be construed to affect in any way the enforceability of any other provision of this Paragraph. If any court in which Grantor seeks to have the provisions of this Paragraph specifically enforced, determines that the activities, time or geographic area hereinabove specified are too broad, such court may determine a reasonable activity, time or geographic area and shall specifically enforce this Paragraph for such activity, time and geographic area.

Dated: November 28, 1994

Attest:

Sue E. Badberg
Assistant Secretary

KLEIN-BERGER COMPANY, a North Dakota corporation

By: John J. Dill
Vice President Tax

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 28th day of November, in the year 1994, before me a notary public, personally appeared JOHN J. DILL and SUE E. BADBERG known or identified to me to be the Vice President Tax and the Assistant Secretary, respectively of the corporation that executed the above instrument, who executed the instrument on behalf of said corporation and acknowledged to me that such corporation 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.

GENERAL NOTARY-State of Nebraska
JILL R. WHALEY
My Comm Exp Aug 3 1997

Jill R. Whaley
Notary Public residing at Omaha NE
My commission expires on Aug 3 1997

*GRANTEES" ADDRESS is: P.O. Box 110 Jerome, Idaho 83338

SCANNED
MAR 03 2023

EXHIBIT "A"

TRACT DESCRIPTIONS

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 24: A tract of land in the SE¼SW¼, described as follows:

Beginning at the South quarter corner of said Section 24;
Thence North 89°20'04" West, 85.2 feet along the South boundary of said Section 24 to a point of intersection with the Southwesterly right of way of the Union Pacific Railroad, and which is THE TRUE POINT OF BEGINNING;
Thence North 33°48'34" West, 425.0 feet along said Railroad Right of Way;
Thence South 55°07'26" West, 334.2 feet;
Thence South 20°32'08" East, 103.28 feet;
Thence South 0°39'56" West, 60.55 feet to the South boundary of said Section 24;
Thence South 89°20'04" East, 474.8 feet along said South boundary to THE TRUE POINT OF BEGINNING.

AND

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 24: A tract of land in the SE¼SW¼, described as follows:

Beginning at the South quarter corner of said Section 24;
Thence North 89°20'04" West, 85.2 feet along the South boundary of said Section 24, to a point of intersection with the Southwesterly Right of Way of the Union Pacific Railroad;
Thence North 33°48'34" West, 425.0 feet along said Railroad Right of Way to a point which is THE TRUE POINT OF BEGINNING;
Thence continuing North 33°48'34" West along said Railroad Right of Way a distance of 125.0 feet;
Thence South 55°07'26" West a distance of 334.2 feet;
Thence South along a line parallel to said Railroad Right of Way a distance of 125.0 feet;
Thence North 55°07'26" East a distance of 334.2 feet to the said Railroad Right of Way, THE POINT OF BEGINNING.

SCANNED
MAR 03 2023

RECEIVED
NOV 22 2022
DEPT OF WATER RESOURCES
SOUTHERN REGION

16-01017
8-48770

STEPHAN, SLAVIN, KVANVIG & GREENWOOD
Robert W. Stephan
P. O. Box 83
Twin Falls, Idaho 83303-0083
Telephone: 208-733-2721
Of Counsel for Petitioner

STATE OF IDAHO }ss.
County of Twin Falls }
I hereby certify that this instrument was filed for record at the request of SAFECO TITLE
AUG 30 1985
30 o'clock P.M. this ... day of ... AUG 30 1985
In my office and duly recorded in book ... page ...
RICHARD A. PENCE
Ex-Officio Recorder
Deputy
Fee $ ...
Return to ...

887171

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN THE MATTER OF THE DISSOLUTION OF AND RECEIVERSHIP OF BEAN GROWERS WAREHOUSE ASSOCIATION, INC.,	Case No. 37705 RECEIVER'S DEED

KNOW ALL MEN BY THESE PRESENTS: That Whereas on the 15th day of July, 1985, Bean Growers Warehouse Association, Inc. filed a Petition in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls for voluntary dissolution of said Association and the appointment of a Receiver to take charge and control and liquidate the real property and all

lm

SCANNED
MAR 03 2023

other property and assets of said Bean Growers Warehouse Association, Inc.; and

WHEREAS, such proceedings were had in said action that by the order of said Court on July 15, 1985 Ellis T. Smith was appointed Receiver of all of the property belonging to Bean Growers Warehouse Association, Inc. and its debts, and was ordered to proceed with the discharge of said trust subject to said order of appointment and the further orders and directions of said Court; and

WHEREAS, I, as Receiver, did, on the 17th day of July, 1985 give bond and duly qualified as said Receiver and took possession of all of the real and personal property of the said Bean Growers Warehouse Association; and

WHEREAS, on the 18th day of July, 1985 Ellis T. Smith, as Receiver, agreed to sell all of the real property and certain personal property to A & B Bean & Grain, Inc., and entered into a Contract of Sale on said day for the sale of said property for the sum of $850,000.00; and

WHEREAS, on the 18th day of July, 1985 the said Receiver made a Motion for approval of the Contract of Sale and for confirmation of the sale and Order of approval of the same; and

WHEREAS, on the 18th day of July, 1985, the Honorable Daniel B. Meehl, District Judge of the Fifth Judicial District of the State of Idaho, in and for the

SCANNED
MAR 03 2023

County of Twin Falls approved and confirmed said sale to A & B Bean & Grain, Inc. for the sum of $850,000.00 and ordered that the Receiver, upon payment of the sum of $850,000.00 by A & B Bean & Grain, Inc. make proper conveyance of said personalty and realty to A & B Bean & Grain, Inc.

NOW, THEREFORE, I, Ellis T. Smith, as Receiver of Bean Growers Warehouse Association, Inc., by virtue of the powers in me vested by law, and in consideration of the premises and of the sum of $850,000.00, the receipt whereof is hereby acknowledged, and under and by virtue of the orders of said Court, do hereby give, grant, bargain, sell and convey unto A & B Bean & Grain, Inc., all of the estate, title and interest of the said Bean Growers Warehouse Association, Inc. in and to the real estate more particularly described in Exhibit "A" attached hereto and made a part hereof.

To have and to hold the same with all the privileges and appurtenances thereunto belonging, to the said A & B Bean & Grain, Inc. and its assigns forever, as fully and completely as I, the said Ellis T. Smith, Receiver as aforesaid, by virtue of said order of sale and confirmation thereof, and of the statutes made and provided in such case, might or should sell or convey the same.

292484

FEE REQUEST

AUG 30 4 21 PM '85

JEROME COUNTY, IDAHO

FEES 20.00 DEP

lm

SCANNED
MAR 03 2023

IN WITNESS WHEREOF, I, as Receiver of said Bean Growers Warehouse Association, Inc., as aforesaid, have hereunto set my hand this 30th day of August, 1985.

Ellis T Smith
ELLIS T. SMITH, Receiver

STATE OF IDAHO,)
ss.
COUNTY OF TWIN FALLS.)

On this 30th day of August, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared ELLIS T. SMITH, known or identified to me to be the person whose name is subscribed to the within instrument as Receiver of BEAN GROWERS WAREHOUSE ASSOCIATION, INC., and acknowledged to me that he executed the same as such Receiver.

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

OFFICIAL SEAL
ROBERT W. STEPHAN
NOTARY PUBLIC-IDAHO
TWIN FALLS, COUNTY

Robert W. Stephan
Notary Public for Idaho,
Residing at Twin Falls, Idaho.

lm

SCANNED
MAR 03 2023

Order No. 8-48700

EXHIBIT "A"

PARCEL I

The East one-half of Block 2 of KIMBERLY TOWNSITE, Twin Falls County, Idaho, according to the official plat thereof, recorded in the Office of the County Recorder of said County, EXCEPTING Lots 1, 2 and 3 and ALSO EXCEPTING the portions of Lots 4, 5, 6 and 7 of said Block 2 which lies North of the Northerly line of the right of way of the Idaho State Highway across said Block. (Such exceptions are also described as follows: All of Lots 1, 2, 3, 4, 5, 6 and 7 of Block 2 of Kimberly Townsite, Twin Falls County, Idaho, according the the plat thereof recorded in the Office of the County Recorder of said County, which lies North of the Northerly line of the right-of-way of the Idaho State Highway across said Block.) ALSO that part of the SW¼SW¼ of Section 21, Township 10 South, Range 18 EBM lying between said East one-half of Block 2 and the right-of-way of the Minidoka and Southwestern Branch of the Oregon Short Line Railway.

PARCEL II

The following described real property in the SW¼SW¼ of Section 21, Township 10 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho, and located in the West one-half of Block 2 of Kimberly Townsite, according the the plat thereof recorded in the Office of the County Recorder of said County, and more particularly described as the East 48.5 feet of Lots 13, 14, 15, 16, 17 and 18 and the West 10 feet of the vacated alley running North and South in said Block 2 bounded on the North by the South boundary line of U.S. Highway Number 30 and the South by the center line of vacated Tyler Street; which is still more particularly described as beginning at the point of intersection of the East line of Lot 17 in Block 2 with the Southwesterly boundary line of the right-of-way of U.S. Highway No. 30; running THENCE South along the East line of Lots 17, 16, 15, 14 and 13 of said Block 2 to the point of intersection with the center line of Tyler Street (now vacated) as formerly platted; running THENCE Northwesterly along the center line of said Tyler Street (now vacated) as formerly platted, to a point 48.5 feet West of the East line of said Lot 13 in said Block 2; running THENCE North parallel to and distant 48.5 feet from the East line of said Lots 13, 14, 15, 16, 17 and 18 (being the West line of the alley platted in said Block 2) to the point of intersection with the Southwesterly boundary line of U.S. Highway No. 30; running THENCE Southeasterly along the Southwesterly line of said highway to the Point of Beginning.

CONTINUED

SCANNED
MAR 03 2023

Order No. 8-48770

EXHIBIT "A" CONTINUED

ALSO all that portion of the Southerly half of vacated Tyler Street in Kimberly Townsite, Village of Kimberly, situated in the SW¼SW¼ of Section 21, Township 10 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho, lying between the West line of Ash Street extended Southerly and a line, extended Southerly, which lies parallel to and 48.5 feet West of the East lines of Lots 13, 14, 15, 16, 17 and 18 of Block 2, Kimberly Townsite. Said portion of the vacated street being a 20 foot strip of land located between lines that are parallel with and 100.0 feet and 120.0 feet respectively distant Northerly measured radially, from the center line of the main track of the Twin Falls Branch of the Oregon Short Line Railroad Company, as now constructed and operated.

PARCEL III

A parcel of land beginning at a point which bears from the quarter corner between Section 33 and 34, Township 10 South, Range 16 East of the Boise Meridian, Twin Falls County, Idaho, South 76° 30' West 278 feet; THENCE South 46° 25' West 204 feet along the railroad right of way; THENCE North 44° 50' West 80 feet; THENCE North 46° 25' East 204 feet; THENCE South 44° 50' East 80 feet to the Place of Beginning, being a part of the NE¼SE¼ of said Section 33, Township 10 South, Range 16 EBM.

PARCEL IV

All of Block 16 and Lots 1, 2, 3, 4 and 5 of Block 17 and the North one-half of Burke Street abutting the South line of said Block 16 and the South one-half of Burke Street abutting the North line of said Lots 1, 2, 3, 4 and 5 of Block 17 of Federal Park Heights Addition to Buhl, Twin Falls County, Idaho, as the same are shown on the plat thereof dated February 2, 1920 (now vacated), more particularly described as that portion of Tax Lot No. 314, Twin Falls County, Idaho, described as starting at the Southeast corner of Section 36, Township 9 South, Range 14 EBM and proceeding West along the South line of said Section 36 a distance of 1,772.97 feet to a point; THENCE North 0° 18' West a distance of 191.3 feet to a point; THENCE North 18° 43' West a distance of 465.0 feet to a point; THENCE South 72° 50' West a distance of 55.0 feet to a point; THENCE North 18° 43' West a distance of 155.0 feet to the Real Point of Beginning; THENCE North 18° 43' West a distance of 155.0 feet to a point; THENCE South 69° 29' West a distance of 190.5 feet to a point; THENCE in a Southwesterly direction along the East line of the Oregon Short Line Railroad Company's wye right-of-way to a point from which the Real Point of Beginning bears North 69° 29' East a distance of 304.25 feet; THENCE North 69° 29' East a distance of 304.25 feet to the Real Point of Beginning and starting at the Southeast corner of

SAFECO TITLE INSURANCE

CONTINUED

SCANNED
MAR 03 2023

Order No. 8-48770

EXHIBIT "A" CONTINUED

36, Township 9 South, Range 14 EBM and proceeding West along the South line of said Section 36 a distance of 1,772.97 feet to a point; THENCE North 0° 18' West a distance of 191.3 feet to a point; THENCE North 18° 43' West a distance of 465.0 feet to a point; THENCE South 72° 50' West a distance of 55.0 feet to the Real Point of Beginning; THENCE North 18° 43' West a distance of 155.0 feet to a point; THENCE South 69° 29' West a distance of 125.0 feet to a point; THENCE South 18° 43' East a distance of 155.0 feet to a point; THENCE North 69° 29' East a distance of 125.0 feet to the Real Point of Beginning.

PARCEL V

Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho.

SECTION 36: A parcel of land located in the SE¼ described as Beginning at the Southeast corner of said Section; THENCE South 89° 40' West for a distance of 1,822.97 feet along the South line of said Section; THENCE North 0° 20 West for a distance of 183.2 feet; THENCE North 19° 12' West for a distance of 459.1 feet to the True Point of Beginning; THENCE South 68° 45' West for a distance of 186.3 feet; THENCE North 20° 47' West for a distance of 9.2 feet; THENCE South 70° 23' West for a distance of 147.5 feet to the East edge of the wye right-of-way of the Oregon Short Line Railroad Company; THENCE in a Northerly direction along said wye right-of-way on a 6° 34' 30" curve right a distance of 56.3 feet to a change in curvature (long chord North 18° 43' West 56.3 feet); THENCE continuing along said wye right-of-way on a 15° 58' curve right a distance of 115.49 feet (long chord North 7° 07' West 115 feet); THENCE North 68° 30' East for a distance of 179.2 feet; THENCE South 19° 10' East for a distance of 155 feet; THENCE North 68° 45' East for a distance of 129.5 feet; THENCE South 19° 12' East for a distance of 20 feet to the True Point of Beginning.

PARCEL VI

A parcel of land beginning at a point 1965 feet East of the Southwest corner of Section 29, Township 10 South, Range 21, East of the Boise Meridian, Twin Falls County, Idaho; THENCE North 250 feet; THENCE West 40 feet; THENCE South 47° 1' West 240.6 feet; THENCE South 54° 23' West 91 feet; THENCE South 33 feet to Section line; THENCE East 288 feet along Section line to Point of Beginning.

CONTINUED

SAFECO TITLE INSURANCE

SCANNED
MAR 03 2023

Order No. 8-48770

EXHIBIT "A" CONTINUED

PARCEL VII

Lots 5, 6, 7, 8, 9, 10 and 11 in Block 14 of BERGER TOWNSITE, Twin Falls County, Idaho, according to the official plat thereof, recorded in the Office of the County Recorder of said County. ALSO a certain strip of land 20 feet wide on the Northeast side of said Lots, and between said lots and the right of way of the Oregon Short Line Railroad Company, said strip of land being shown on the official plat of Berger Townsite as an alley, and same having been vacated by order of the Board of County Commissioners of Twin Falls County, Idaho, as shown by their proceedings in said matter, recorded on page 542 of Commissioners Journal No. 2.

PARCEL VIII

Lots 1, 2, 3 and 4 of Block 14 and Lots 1, 2, 3 and 4 of Block 18 BERGER, Twin Falls County, Idaho, and a strip of land 20 feet wide on the Northeast side of said lots and between said lots and the Oregon Short Line Railroad Company right-of-way. Also a strip of land 25 feet wide between Lots 1, 2, 3 and 4 of said Block 14 and Lot 5 of said Block 14. Also a strip of land 60 feet wide between Lot 11 of said Block 14 and Lot 1 of said Block 18 and the Northeast 30 feet of B Avenue lying adjacent to said Block 14 and said Block 18.

PARCEL IX

All that portion of the NE¼NW¼ and the NW¼NE¼ Section 32, Township 10 South, Range 21, East of the Boise Meridian, lying in Twin Falls County, Idaho and being North of the North line of the right of way of the Minidoka and Southwestern Railroad Company (now Oregon Short Line Railroad Company) right-of-way.

PARCEL X

Lot 4 in Block 2 of TWIN FALLS CHAMBER OF COMMERCE INDUSTRIAL PARK SUBDIVISION NO. 2, Twin Falls County, Idaho, according to the plat thereof recorded in Volume 11 of Plats, page 4, records of said County.

SAFECO TITLE INSURANCE

SCANNED
MAR 03 2023

Order No. 16-01017

EXHIBIT "A"

PARCEL I

Lots 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 6 of HAZELTON TOWNSITE, Jerome County, Idaho, according to the official plat thereof, recorded in the Office of the County Recorder of said County.

PARCEL II

Lots 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 in Block 5 of HAZELTON TOWNSITE, Jerome County, Idaho, according to the official plat thereof, recorded in the Office of the County Recorder of said County.

PARCEL III

Lots 1, 2 and 3 in Block 6 of HAZELTON TOWNSITE, Jerome County, Idaho, according to the official plat thereof, recorded in the Office of the County Recorder of said County.

PARCEL IV

Township 8 South, Range 16 East of the Boise Meridian, Jerome County, Idaho,

SECTION 24: A tract of land in the SE¼SW¼ described as follows:

BEGINNING at the South Quarter corner of said Section 24; THENCE North 89° 20' 04" West, 85.2 feet along the South boundary of said Section 24 to a point of intersection with the Southwesterly right of way of the Union Pacific Railroad, and which is the True Point of Beginning; THENCE North 33° 48' 34" West, 425.0 feet along said Railroad Right of Way; THENCE South 55° 07' 26" West, 334.2 feet; THENCE South 20° 32' 08" East, 103.28 feet; THENCE South 0° 39' 56" West, 60.55 feet to the South boundary of said Section 24; THENCE South 89° 20' 04" East, 474.8 feet along said South boundary to the True Point of Beginning.

CONTINUED

SAFECO TITLE INSURANCE

SCANNED
MAR 03 2023

Order No. 16-01017

EXHIBIT "A" CONTINUED

AND Township 8 South, Range 16 East of the Boise Meridian, Jerome County, Idaho,

SECTION 24: A tract of land in the SE¼SW¼ described as follows:

BEGINNING at the South Quarter corner of said Section 24; THENCE North 89° 20' 04" West 85.2 feet along the South boundary of said Section 24, to a point of intersection with the Southwesterly Right of Way of the Union Pacific Railroad; THENCE North 33° 48' 34" West 425.0 feet along said Railroad Right-of-Way to a point which is the True Point of Beginning; THENCE continuing North 33° 48' 34" West along said Railroad Right-of-Way a distance of 125.0 feet; THENCE South 55° 07' 26" West a distance of 334.2 feet; THENCE South along a line parallel to said Railroad Right-of-Way a distance of 125.0 feet; THENCE North 55° 07' 26" East a distance of 334.2 feet to the said Railroad Right-of-Way, the Point of Beginning.

PARCEL V

Township 9 South, Range 20 East of the Boise Meridian, Jerome County, Idaho,

SECTION 32: That part of the NE¼SE¼ described as follows:

BEGINNING at a point 377 feet South and 25 feet East of the Northwest corner of the NE¼SE¼; running THENCE South and parallel to the West line of said NE¼SE¼ a distance of 150 feet; running THENCE West 25 feet to the West boundary line of the said NE¼SE¼; running THENCE South along said West line, a distance of 31 feet; running THENCE East at right angles, 300 feet; running THENCE North 181 feet, more or less, to the Southerly Right of Way of the Oregon Short Line Railroad Company; THENCE West 275 feet to the Point of Beginning.

SCANNED
MAR 03 2023

0004484890

STATE OF IDAHO
Office of the secretary of state, Lawerence Denney
ANNUAL REPORT
Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: $0.00

For Office Use Only

-FILED-

File #: 0004484890

Date Filed: 11/4/2021 7:35:26 AM

Entity Name and Mailing Address:

Entity Name:	AKL PROPERTIES, LLC
The file number of this entity on the records of the Idaho Secretary of State is:	0000336887
Address	579 GOLF COURSE RD JEROME, ID 83338-6123

Entity Details:

Entity Status	Active-Existing
This entity is organized under the laws of:	IDAHO
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:	W109314

The registered agent on record is:

Registered Agent	ARLO G LOTT Registered Agent Physical Address 8101 E KAST DR KING HILL, ID 83633-5000 Mailing Address 8101 E KAST DR KING HILL, ID 83633-5000

Agent or Address Change

☐ Select if you are appointing a new agent.

Limited Liability Company Managers and Members

Name	Title	Business Address
Kathi B Lott	Member	579 GOLF COURSE RD JEROME, ID 83338
ARLO G LOTT	Manager	8101 EAST KAST DR KING HILL, ID 83633

The annual report must be signed by an authorized signer of the entity.

Job Title: member

Kathi B Lott — Sign Here

11/04/2021 — Date

B0660-6876 11/04/2021 7:35 AM Received by ID Secretary of State Lawerence Denney

SCANNED
MAR 03 2023

#102890

AUG 7 2 57 PM '95

SECRETARY OF STATE

State of North Dakota

SECRETARY OF STATE

CERTIFICATE OF FACT

OF

CONAGRA, INC.

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that

KLEIN-BERGER COMPANY

is North Dakota business corporation filed on April 2, 1980, mergered into CONAGRA, INC. on May 26, 1995.

Dated: July 31, 1995

Alvin A. Jaeger
Secretary of State

IDAHO SECRETARY OF STATE

7/21/95 9:00:00 AM
Customer # 19577
IVC960004002 49152
CORPORATION FRGN MERGER

1 @ 20.00 = 20.00

SCANNED
MAR 03 2023

[redacted]

ISSUED: 07-05-1994

No. 102890

Idaho Corporation Annual Report Form

Due No Later Than November 1, 1994

Return To

Secretary of State
Room 203, Statehouse
P.O. BOX 83720
Boise, ID 83720-0080

* FIRST NOTICE *
NO FEE REQUIRED

[redacted]

KLEIN-BERGER COMPANY
L B THOMAS
ONE CONAGRA DR CC-361

OMAHA NE 68102

2. Registered Agent and Office [redacted]

PRENTICE-HALL CORP SYSTEM
877 MAIN ST

BOISE ID 83702

3. Incorporated Under The Laws of ND
NO: 102890

4. Names and Addresses of Officers and Directors [redacted]

	Name	Street or P.O. Address	City	State	Zip
President:					
Secretary:	SEE ATTACHED LIST				
Directors:					

5. Nature of Business

Pulse Trading

6. I certify that this Annual Report has been examined by me and is to the best of my knowledge true, correct and complete.

Signature John J. Dill Date 9-20-94

Name (Typed or Printed) John J. Dill Title VP-TAX

SCANNED
MAR 03 2023

KLEIN-BERGER COMPANY
A North Dakota Corporation

PRESIDENT		
Anthony H. Lewis [redacted]	26 Turtle Rock Crt	Tiburon CA 94920 9/30/92
VICE PRESIDENT, FINANCE SECRETARY AND TREASURER		
L. B. Thomas [redacted]	7813 Pierce Street	Omaha NE 68124 9/30/92
VICE PRESIDENT, TAX		
John J. Dill [redacted]	326 S. 124th St.	Omaha NE 68154 9/30/92
ASSISTANT SECRETARY		
Sue E. Badberg [redacted]	4629 Capitol Ave.	Omaha NE 68132 9/30/92

DIRECTORS:

T. Tuxtun Morrison [redacted]	8903 Douglas Crt.	Omaha NE 68114 9/30/92
Dwight J. Goslee [redacted]	20965 Roundup RD	Elkhorn NE 68022 9/30/92
L. B. Thomas [redacted]	7813 Pierce St.	Omaha NE 68124 9/30/92

SCANNED
MAR 03 2023

105607

State of Idaho

Department of State

CERTIFICATE OF WITHDRAWAL
OF

HANEY SEED COMPANY

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of HANEY SEED COMPANY for a Certificate of Withdrawal from this State, duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Withdrawal and attach hereto a duplicate original of the Application for such Certificate.

Dated: September 7, 1993

GREAT SEAL OF THE STATE OF IDAHO
ESTO PERPETUA

Pete T. Cenarrusa
SECRETARY OF STATE

By Sheryl Barnes

SCANNED
MAR 03 2023

APPLICATION FOR CERTIFICATE OF WITHDRAWAL

RECEIVED
SEC. OF STATE
93 SEP 2 AM 8:36

To the Secretary of State of Idaho

Pursuant to Section 30-1-119, ***Idaho Code***, the undersigned Corporation hereby applies for a Certificate of withdrawal from the State of Idaho, and for that purpose submits the following statement:

1. The name of the corporation is Haney Seed Company. The name which it used in Idaho is Haney Seed Company
2. It is incorporated under the laws of Delaware
3. It is not transacting business in the State of Idaho.
4. It hereby surrenders its authority to transact business in said state.
5. It revokes the authority of its registered agent in the State of Idaho to accept service of process and consents that service of process in any action, suit or proceeding based upon any cause of action arising in the State of Idaho during the time it was authorized to transact business therein may thereafter be made on it by registered or certified mail to the corporation at the address listed in item 6., below.
6. The post office address to which process against the corporation may be mailed is One ConAgra Drive, CC-361, Omaha, NE 68102-5001
7. All sums due or accrued by this corporation to the State of Idaho have been paid.
8. All known creditors or claimants have been paid or provided for, and the corporation is not involved in or threatened with litigation in any court in the State of Idaho.

By John J Dill And Sue E Bolberg

Its President/Vice President (please specify): Vice President, Tax

Its Secretary/Assistant Secretary (please specify)

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

I, Ethel Guernsey, a notary public, do hereby certify that on this 24th day of August, 19 93, personally appeared before me John J. Dill, who being by me first duly sworn, declared that (s)he is the Vice President, Tax of Haney Seed Company that (s)he signed the foregoing documents as Vice President, Tax of the corporation and that the statements therein contained are true.

GENERAL NOTARY-State of Nebraska
ETHEL F. GUERNSEY
My Comm. Exp. Nov. 10, 1996

Ethel F Guernsey
Notary Public

Submit application and filing fee to:

Office of the Secretary of State
Division of Corporations
Statehouse, Room 203
Boise, Idaho 83720

Secretary of State use only
IDAHO SECRETARY OF STATE
19930907 0900 18425 2
CK #: 59339 CUST# 1
CORP 1@ 20.00= 20.00

#: C

ACW593 | File in duplicate originals | Fee: $20

SCANNED
MAR 03 2023

No. 65607

Idaho Corporation Annual Report Form

Due No Later Than November 1, 1992

Return To

Secretary of State
Room 203, Statehouse
Boise, ID 83720

* FIRST NOTICE *
NO FEE REQUIRED

1. Mailing Address — Please Correct If Not Correct

HANEY SEED COMPANY
H. L. PRINGLE
P.O. BOX 502

TWIN FALLS ID 83301 0000

2. Registered Agent and Office NOT A P.O. BOX

H. L. PRINGLE
347 SOUTH PARK AVENUE, #E

TWIN FALLS ID 83301

3. Incorporated Under The Laws of DE

NO: 65607

4. Names and Addresses of Officers and Directors

	Name	Street or P.O. Address	City	State	Zip
President:	H.L. PRINGLE	P.O. BOX 502	TWIN FALLS,	ID	83303
Secretary:	GRAHAM S. FOLSOM	P.O. BOX 609	STOCKTON,	CA	95201
Directors:	H.L. PRINGLE	P.O. BOX 502	TWIN FALLS,	ID	83303
	RICHARD G. KLEIN	P.O. BOX 609	STOCKTON,	CA	95201
	STEVEN D. KLEIN	P.O. BOX 609	STOCKTON,	CA	95201
	ROBERT CORKERN	P.O. BOX 609	STOCKTON,	CA	95201

5. Nature of Business
AGRICULTURAL PRODUCT PROCESSING & STORAGE

6. I certify that this Annual Report has been examined by me and is to the best of my knowledge true, correct and complete.

Signature [signature] Date 3 JULY 92

Name (Typed or Printed) H. L. PRINGLE Title PRES.

SCANNED
MAR 03 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

March 3, 2023

AKL PROPERTIES LLC
579 GOLF COURSE RD
JEROME ID 83338-6123

Re: Change in Ownership for Water Right No(s): 36-8416

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) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Water District 130

SCANNED
MAR 03 2023

MEMORANDUM

To: 36-8416
From: Denise Maline DM
Date: March 3, 2023
Subj: Research & conversations with current property owner regarding updating ownership

On November 14, 2022, IDWR sent a letter to AKL Properties regarding updating the ownership for the above referenced water right. It was discovered that the ownership was quite outdated through research from returned mail and Water District mailings.

A Notice of Change in Water Right Ownership was received from AKL Properties (Arlo Lott) on November 21, 2022, however the only documentation received was an old Deed of Trust. I reached out to a local Title Company to see if they could assist in getting a chain of title for the property in question. They sent me everything they could find on file, noting that they were not able to find documentation showing where Haney Seed (current owner of record on the water right) had sold or conveyed the property.

After further research of all of the documents, it was discovered that we still did not have clear chain of title from the owner of record to the current property owner. On January 11, 2023, a letter was sent to AKL Properties, asking for further documentation (Warranty Deed, etc.). On January 19, 2023, the department received another copy of the Deed of Trust originally submitted from Mr. Lott.

Today, March 3, I received a phone call from Mr. Lott and discussed this matter with him. He indicated that he has thoroughly checked his records and he sent us everything he has in his files. He also asked about the 1994 Quitclaim Deed from Klein–Berger Company to AKL Properties (Instrument #945281) asking if that was sufficient documentation. I explained that Quitclaim Deeds can only be used as sufficient proof of ownership it the Grantor is the owner of record in the department records. He then explained that Haney Seed had merged out and changed their name several years ago, prior to him acquiring the property and the name was changed to Klein–Berger Company. He added that Klein–Berger had also merged out several years ago.

Based on the information received, combined with Secretary of State information, the ownership was updated to show AKL Properties as the current owner.

SCANNED
MAR 03 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
650 Addison Ave. W., Ste. 500
Twin Falls, ID 83301-5858

BOISE ID 837
17 JAN 2023 PM 3 L

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 83301
02 7H
0001280685
$ 000.57⁰
JAN 17 2023

RECEIVED
FEB 09 2023
DEPT OF WATER RESOURCES
SOUTHERN REGION

AKL

HANEY SEED CO
PO BOX 502
TWIN FALLS ID 83303-0502

NIXIE 980 FE 1 0002/06/23
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 83301585825 *1436-08776-17-47

130

INTK: 935220000

Water District 130 Annual Meeting Notice

36-8416

Ownership change received November, 2022 from AKL Properties LLC.

Review of chain of title and associated documents is in the process.

DM 2-10-2023

SCANNED
MAR 03 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

January 11, 2023

AKL PROPERTIES LLC
579 GOLF COURSE RD
JEROME ID 83338-6123

RE: Change in Water Right Ownership for Water Right No. 36-8416

Dear Mr. Lott:

The Department of Water Resources (Department) recently received you Notice of Change in Water Right Ownership (Notice). We were unable to process this Notice because sufficient proof of ownership was not received. The Deed of Trust received is not considered sufficient proof of ownership, as it only references there was, at one time, a loan or mortgage for the property.

- Sufficient proof of ownership can be a copy of a Warranty Deed; Court Decree, or Contract of Sale. The conveyance document(s) must include the legal description of the property, or description for the water right, if no land is conveyed.

Please submit the necessary conveyance documents within (60) sixty days of the date of this letter. If the information is not received within (60) sixty days, your Notice may be returned as not processed and a refund will be issued.

Thank you in advance for your cooperation. If you have any questions regarding this matter, please contact me at (208) 736-3033.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant

Enclosures

SCANNED
MAR 03 2023

Maline, Denise

From: Jessica Askew <jaskew@TitleOneCorp.com>
Sent: Tuesday, November 22, 2022 3:06 PM
To: Maline, Denise
Cc: Amanda Martinez
Subject: AKL Properties Jerome Idaho
Attachments: 945282.pdf; 945281.pdf; Current Deed 2120523.pdf

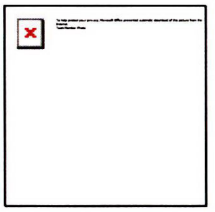
CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Denise,
I have attached the parcels you referenced as well as the most current deed on this parcel. I am not seeing Haney Seed deeding anything to AKL Properties in my search.
I reached out to our Jerome Title Team to see if they have any insight on this one. I will be in touch.
Thank you.

Jessica Askew
Customer Service
TitleOne
1411 Falls Ave E, Suite 1131
Twin Falls, Idaho 83301
TitleOneCorp.com

Direct: 208-738-4511
Office: 208-933-2650





Our offices will be closed Thursday, November 24th, and Friday, November 25th, in observance of Thanksgiving.

NOTICE: Any property information contained in this email is subject to the following: This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder, and the company is not responsible beyond the amount paid for any errors and omissions contained herein.
BEWARE OF CYBER-FRAUD! Before wiring any funds, call the intended recipient at a number you know is valid to confirm the instructions and be wary of any request to change wire instructions you already received.

This email may be confidential. If you are not the intended recipient, please notify us immediately and delete this copy from your system.

In our ongoing focus on your security, we have changed our encryption provider to Proofpoint encryption. This may require you to create a new account.

SCANNED
MAR 03 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

November 14, 2022

AKL PROPERTIES
579 GOLF COURSE RD
JEROME ID 83338-6123

RE: Change in Ownership for Water Right No(s). 36-8416

Dear Property Owner(s):

The Department is working to clean up water right records, and has discovered that the ownership may need to be updated for the water right(s) referenced above. Enclosed is additional information, for your review.

In order to update our records to reflect current ownership, you will need to file the enclosed Notice of Change in Water Right Ownership. Please complete the form and return to this office with all of the required information within sixty (60) days of the date of this letter.

Thank you in advance. If you have any questions regarding this letter, please feel free to contact our office.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant

Enclosures

SCANNED
MAR 03 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
650 Addison Ave. W., Ste. 500
Twin Falls, ID 83301-5858

36-8416

BOISE ID 837
21 JAN 2022 PM
FIRST-CLASS
US POSTAGE PITNEY BOWES
ZIP 83301
02 7H
0001280685
$ 000.530
JAN 10 2022

RECEIVED
JAN 31 2022
DEPT OF WATER RESOURCES
SOUTHERN REGION

HANEY SEED CO
PO BOX 502
TWIN FALLS, ID 83303-0502

NIXIE 980 FE 1 0001/28/22
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 83301985825 *1695-00772-28-22
130

83303>0502

Water District 130 Annual Meeting Notice

36-8416

Haney Seed Company has been dissolved for several years.

Per tax parcel info: AKL Properties LLC, 579 Golf Course Rd, Jerome, ID

Noting solicited at this time.

SCANNED
MAR 03 2023