

RECEIVED

SEP 15 2025

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. 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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
35-7221 <i>OK ✓</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-2066B <i>OK ✓</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-13338 <i>OK ✓</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-7890 <i>OK ✓</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

DE ✓ WDI20/Aberdeen American Falls GWD

2. Previous Owner's Name: Knudsen Poor Farms Inc
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Heritage Farms, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 2043 East Center Street STE 108 Pocatello Idaho 83201
Mailing address City State Zip
- (208) 226-5235 braden.driscoll@driscollenterprise.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. 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: Heritage Farms, Inc. _____
Signature of new owner/claimant Title, if applicable Date

Signature: *Heritage Farms, Inc.* _____
Signature of new owner/claimant Title, if applicable Date

Print name

Received by *M. Feltz* Date 9-15-23 For IDWR Office Use Only: E051134 Receipt No. E051133 Receipt Amt. 250.00
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 *JB* Processed by *MP* Date 9/18/2025

RECEIVED

SEP 15 2025

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. 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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
35-2403 OK	Yes ☐	Yes ☐	35-8088 OK ✓	Yes ☐	Yes ☐
35-2069F OK	Yes ☐	Yes ☐	35-2069G OK	Yes ☐	Yes ☐
35-8087 OK ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-2069H OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-8081 OK ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Bob Knudsen Jr
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Heritage Farms, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 2043 East Center Street STE 108 Pocatello Idaho 83201
Mailing address City State Zip
(208) 226-5235 braden.driscoll@driscollenterprise.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. Do you own the land identified as the water right place of use? Yes ☐ No ☐
o 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):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o 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: Heritage Farms, LLC
Signature of new owner/claimant Title, if applicable Date

Signature: [Signature]
Signature of new owner/claimant Title, if applicable Date

Print name

For IDWR Office Use Only: E051134 250.00
Received by m. petto Date 9-15-25 Receipt No. E051133 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 _____ Date _____

25546433

Instrument # 772912
BINGHAM COUNTY, IDAHO
2025-08-05 11:05:42 AM No. of Pages: 3
Recorded for: TITLEONE - EAST REGION
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy DDavis
Index To: PERSONAL REPRESENTATIVE D
Electronically Recorded by Simplifile

PERSONAL REPRESENTATIVE'S DEED

For Value Received, **William N. Knudsen, as Personal Representative of the Estate of Robert Joseph Knudsen** ("Grantor"), hereby grants, bargains, sells and conveys unto **Heritage Farms, LLC**, an Idaho limited liability company, ("Grantee") an undivided one-half interest in the premises located in Bingham County, Idaho and legally described in Exhibit A:

The Grantee's address is provided below:

Heritage Farms, LLC
c/or Driscoll Management, LLC
2043 East Center
Pocatello, ID 83201

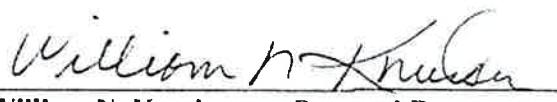
Grantor conveys said premises, with their appurtenances, to Grantee and to its successors and assigns to have and to hold forever. Grantor represents to Grantee as follows:

- (a) Grantor is the successor in interest to Robert Joseph Knudsen, aka Bob J. Knudsen, who died on December 7, 2024 ("Decedent"); (b) at the time of his death, Decedent owned an undivided one-half interest in the premises described in Exhibit A in fee simple; (c) on or about January 29, 2025, in the Magistrates Division of the District Court of the Sixth Judicial District of the State of Idaho, in and for the county of Power, case no. CV39-25-0012, Grantor was appointed personal representative of the Decedent's estate; (d) a true copy of the Letters Testamentary issued to Grantor by the court, certifying Grantor's appointment as personal representative, is attached to this deed as Exhibit B; and (e) the estate's interest in the premises as Decedent's successor, is free from all financial encumbrances.

The appurtenances to the premises include all water rights, including ground water and surface water rights; all oil, gas, and mineral rights; and all surface rights. The improvements to the premises are those which are located on and affixed to the premises, and which constitute real property under Idaho law and are used to irrigate the premises, including but not limited to all wells, pumps, main lines, utility boxes, and all other irrigation equipment affixed to the land.

— GRANTOR:

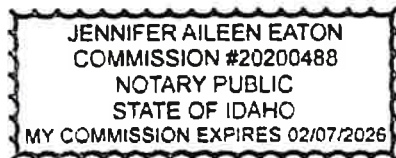
Date: Aug 3, 2025


William N. Knudsen, as Personal Representative
of the Estate of Robert Joseph Knudsen aka
Bob J. Knudsen

State of Idaho)
Adm 9a : ss.
County of Bennebeck)

On this 3rd day of Aug. 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **William N. Knudsen**, known to me, or acknowledged before me, to be the **Personal Representative of the Estate of Robert Joseph Knudsen** and that he executed the within instrument as personal representative of said estate.

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



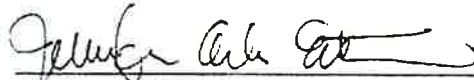

NOTARY PUBLIC
Residing at: ~~Pocatello~~, Idaho
My Commission Expires: Feb. 7 2026

EXHIBIT 3

PARCEL NO. 3: (RP0016900)

**TOWNSHIP 6 SOUTH, RANGE 30 EAST OF THE BOISE MERIDIAN,
BINGHAM COUNTY, STATE OF IDAHO**

Section 24: S½NE¼

25546433

Instrument # 772911
BINGHAM COUNTY, IDAHO
2025-08-05 11:05:42 AM No. of Pages: 28
Recorded for: TITLEONE - EAST REGION
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy DDavis
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received, **Knudsen Poor Farms, Inc.** ("Grantor"), hereby grants, bargains, sells and conveys unto **Heritage Farms, LLC**, an Idaho limited liability company, ("Grantee") the following premises located in Bingham County, Idaho:

- A. The premises legally described in Exhibits 1, 2, 4, 5, 6, 7-A, 7-B, 8, 9-A, 9-B and 10, all of which are attached to this instrument.
- B. An undivided one-half interest in the premises legally described in Exhibit 3.

The Grantee's address is provided below:

Heritage Farms, LLC
c/or Driscoll Management, LLC
2043 East Center
Pocatello, ID 83201

Grantor conveys said premises, with their appurtenances, together with the easements expressed and described in Exhibits 7-B, 9-B and 10, to Grantee and to its successors and assigns to have and to hold forever. Grantor does hereby covenant to and with Grantee that Grantor owns the premises identified section A above in fee simple, and an undivided one-half interest in the premises identified section B above in fee simple, that the premises are free from all encumbrances, except as otherwise provided below, and that Grantor will forever warrant the title to said premises. The appurtenances include all water rights, including ground water and surface water rights; all oil, gas, and mineral rights; and all surface rights. The improvements to the premises are those which are located on and affixed to the premises, and which constitute real property under Idaho law and are used to irrigate the premises, including but not limited to all wells, pumps, utility boxes, and all other irrigation equipment affixed to the land.

Notwithstanding the foregoing, this conveyance is subject to the exceptions listed in Exhibit 11.

GRANTOR:

Knudsen Poor Farms, Inc.

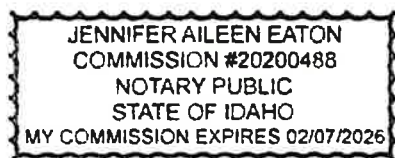
Date: AUG 3, 2025

By: William N. Knudsen
William N. Knudsen, President

State of Idaho)
) ss.
County of Benewah)
) Ada

On this 3rd day of Aug., 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **William N. Knudsen**, known to me to be the President of the corporation that executed the within instrument, or the persons 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.




NOTARY PUBLIC
Residing at: Boeatello, Idaho
My Commission Expires: Feb. 7 2026

EXHIBIT 1

PARCEL NO. 1: (RP0013200)

**TOWNSHIP 6 SOUTH, RANGE 30 EAST OF THE BOISE MERIDIAN,
BINGHAM COUNTY, STATE OF IDAHO**

Section 13: SW¼, SAVE AND EXCEPT the East 33 feet thereof.

EXHIBIT 2

PARCEL NO. 2: (RP0016800)

**TOWNSHIP 8 SOUTH, RANGE 30 EAST OF THE BOISE MERIDIAN,
BINGHAM COUNTY, STATE OF IDAHO**

Section 24: HWY, SAVE AND EXCEPT the following described parcel:

**Commencing at the North 1/4 corner of said Section 24; Thence North 89°38'39" West for a distance of 1,102.05 feet along the north line of said section; Thence South 00°21'21" West for a distance of 30.00 feet to the southerly right-of-way of W 2100 S Road, said point being the TRUE POINT OF BEGINNING;
Thence South 00°21'21" West for a distance of 187.00 feet;
Thence North 89°38'39" West for a distance of 232.00 feet;
Thence North 00°21'21" East for a distance of 187.00 feet;
Thence South 89°38'39" East for a distance of 232.00 feet to the POINT OF BEGINNING.**

EXHIBIT 3

PARCEL NO. 3: (RP0016900)

**TOWNSHIP 6 SOUTH, RANGE 30 EAST OF THE BOISE MERIDIAN,
BINGHAM COUNTY, STATE OF IDAHO**

Section 24: S $\frac{1}{4}$ NE $\frac{1}{4}$

EXHIBIT 4

PARCEL NO. 4: (RP0064200)

**TOWNSHIP 6 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN,
BINGHAM COUNTY, STATE OF IDAHO**

Section 15: SW $\frac{1}{4}$ W $\frac{1}{2}$ SE $\frac{1}{4}$, SAVE AND EXCEPT the following described parcel:

**Beginning at the South $\frac{1}{4}$ corner of said Section 15; Thence North 89°38' East along the South boundary of said Section for a distance of 170 feet to the POINT OF BEGINNING;
Thence North 40°56' East for a distance of 660.4 feet;
Thence North 18°15' East for a distance of 684.3 feet;
Thence North 17°35' East for a distance of 1643 feet to the Northeast Corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section;
Thence South 0°24' East along the East line of said W $\frac{1}{2}$ SE $\frac{1}{4}$ to the Southeast Corner of said W $\frac{1}{2}$ SE $\frac{1}{4}$;
Thence South 89°38' West along the South line of said W $\frac{1}{2}$ SE $\frac{1}{4}$ for a distance of 1154.6 feet more or less to the POINT OF BEGINNING.**

EXHIBIT 5

PARCEL NO. 5: (RP0068700)

**TOWNSHIP 6 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN,
BINGHAM COUNTY, STATE OF IDAHO**

Section 21: EMINEX, SAVE AND EXCEPT the following described parcel:

Commencing at the Northeast corner of said Section 21: Thence South $00^{\circ}25'41''$ West along the east line of said Section 21 for a distance of 24.00 feet to the southerly right-of-way of the Original Homestead Road and the TRUE POINT OF BEGINNING;
Thence along said east line South $00^{\circ}25'41''$ West for a distance of 310.00 feet;
Thence South $89^{\circ}59'25''$ West for a distance of 480.00 feet;
Thence North $00^{\circ}25'41''$ East for a distance of 310.00 feet to the aforementioned southerly right-of-way;
Thence along said right-of-way North $89^{\circ}59'25''$ East for a distance of 480.00 feet to the POINT OF BEGINNING.

EXHIBIT 6

PARCEL NO. 6: (RP0069200)

TOWNSHIP 6 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN,
BINGHAM COUNTY, STATE OF IDAHO

Section 22: NW¼, NW¼SW¼, SAVE AND EXCEPT the following described tracts:

Tract No. 1:

Beginning at the center of said Section 22; Thence South 89°45' West along the South boundary of the SW¼SW¼ of said Section 22, for a distance of 1530.3 feet;
Thence North 28°21' East for a distance of 907.3 feet;
Thence North 44°03' East for a distance of 598.3 feet;
Thence North 26°22' East for a distance of 1289.0 feet to a point on the North and South center line of said Section 22;
Thence South 02°41' East for a distance of 2377.3 feet more or less to the POINT OF BEGINNING.

Tract No. 2:

Beginning at the South 1/16th corner of the Section line between Sections 21 and 22;
Thence North 02°33' West for a distance of 115.7 feet along the Section line between Sections 21 and 22;
Thence North 47°19' East for a distance of 198.8 feet;
Thence North 85°52' East for a distance of 579.2 feet;
Thence North 19°01' East for a distance of 472.3 feet to a point on the East and West center line of said Section 22;
Thence North 89°45' East for a distance of 107 feet along said East and West center line to the West 1/16th corner on said East and West center line;
Thence South 02°38' East along the North and South center line of the SW¼ of said Section 22, to the Southeast corner of said NW¼SW¼;
Thence North 89°38' West along the East and West center line of the SW¼ of said Section 22, to the POINT OF BEGINNING.

EXHIBIT 7-A

PARCEL NO. 7: (RP0064900)

**TOWNSHIP 6 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN,
BINGHAM COUNTY, STATE OF IDAHO**

Section 16: SE $\frac{1}{4}$ SE $\frac{1}{4}$

SAVE AND EXCEPT the following described tracts:

Tract No. 1:

All that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying West of the Aberdeen-Springfield Canal Company Right-of-Way.

Tract No. 2:

Beginning at the Southeast corner of Section 16, which shall be the POINT OF BEGINNING;

Thence North 0°11' East for a distance of 165.0 feet along the East section line of said Section 16;

Thence North 89°50' West for a distance of 250.0 feet parallel to the South section line of said Section 16 and along the South side of a field irrigation ditch;

Thence South 0°11' West for a distance of 165.0 feet parallel to the East section line of said Section 16, to a point on the South section line of said Section 16, which point bears North 89°50' West 250.0 feet from said Southeast corner of said Section 16;

Thence South 89°50' East for a distance of 250.0 feet along the South section line of said Section 16, to the POINT OF BEGINNING.

Tract No. 3:

Commencing at the Southeast corner of said Section 16; Thence South 89°59'25" West along the south line of said Section 16 for a distance of 628.29 feet; Thence North 00°00'38" West for a distance of 26.00 feet to the Northerly right-of-way of Homestead Road and the TRUE POINT OF BEGINNING;

Thence South 89°59'25" West along said Northerly right-of-way for a distance of 62.46 feet;

Thence North 00°44'40" East for a distance of 145.11 feet;

Thence North 89°59'25" East for a distance of 441.64 feet to a point on a curve of the aforementioned right-of-way;

Thence along the arc 412.71 feet to the right, having a radius of 601.62 feet; the chord of which is South 70°20'16" West for a distance of 404.67 feet;

Thence South 00°00'27" East for a distance of 9.00 feet to the POINT OF BEGINNING.

File Number: 25546433 ALTA Commitment (7/1/21)

Exhibit 7-A continued - page 2

Tract No. 4:

Commencing at the Southeast corner of said Section 16; Thence South $89^{\circ}59'25''$ West along the South line of said Section 16 for a distance of 25.00 feet; Thence North $00^{\circ}44'40''$ East for a distance of 26.00 feet to the Northerly right-of-way of the Original Homestead Road and the TRUE POINT OF BEGINNING; Thence along said Northerly right-of-way South $89^{\circ}59'25''$ West for a distance of 323.96 feet to a point on a curve of the southeasterly right-of-way of the relocated Homestead Road; Thence along an arc 471.63 feet to the left, having a radius of 671.62 feet, the chord of which is North $45^{\circ}15'52''$ East for a distance of 462.00 feet, to the intersection of said right-of-way and the Westerly right-of-way of the Original Experimental Station Road; Thence along said Westerly right-of-way South $00^{\circ}44'40''$ West for a distance of 325.14 feet and the POINT OF BEGINNING.

EXHIBIT 7-B

Page 1

IRRIGATION EASEMENT

Grantor hereby grants to Grantee a 30' wide irrigation easement, located on that tract of Grantor's property identified as tract 4 in Exhibit 7-A. The easement itself is legally described on Page 2 of Exhibit 7-B ("Easement Property") and is depicted in the surveyor's drawing attached as page 3 to this Exhibit 7-B. Grantee, its successors and assigns shall have the right to run a buried irrigation mainline under the Easement Property and from time to time to go upon the Easement Property with vehicles and equipment to maintain, repair, and, when needed, as determined by Grantee, to replace the irrigation pipe that is now located beneath the surface of the Easement Property. The owner of the Easement Property shall not improve that property with fences, structures or fixtures, nor shall trees, bushes or other vegetation be grown on the Easement Property without Grantee's consent. This easement shall run forever with the land described in Exhibit 7-A and referred to therein as Parcel 7.

Exhibit 7-B-Page 2
Permanent Easement
For Irrigation Facilities

A Permanent Easement for Irrigation Facilities granted to Heritage Farms, LLC. Said parcel of land lying in the Southeast Quarter of Section 16, Township 6 South, Range 31 East, of the Boise Meridian in Bingham County, Idaho. Being more particularly described as follows:

A 30.00 foot strip of land, 15.00 feet on each side of the following described center line:

Commencing at the Southeast corner of said Section 16; thence N 00° 44' 40" E 180.00 feet along the easterly section line of said section 16 to the True Point of Beginning; thence S 89° 13' 33" W 140.00 feet more or less to the easterly right of way of the relocated Homestead Road.

The above described parcel contains 0.10 acre more or less (4,354 sq. ft. more or less)



EXHIBIT: HERITAGE FARMS, LLC PERMANENT EASEMENT

LOCATED IN SOUTHEAST 1/4 SECTION 16,
TOWNSHIP 6 SOUTH, RANGE 31 EAST, BOISE MERIDIAN
BINGHAM COUNTY, IDAHO
2025

Exhibit 7-B- Page 3

SCALE: 1" = 50'



RELOCATED HOMESTEAD RD.

ORIGINAL EXPERIMENTAL STATION RD.

P.O.B.

30' Irrigation Easement

180'

Shop

VACATED

323.96'

S89°59'25"W

VACATED

Sec. 16

Sec. 15

ORIGINAL HOMESTEAD RD.

Sec. 21

Sec. 22



DAVID EVANS
ASSOCIATES INC.
121 VISTA DRIVE
POCAHELLO, IDAHO
208-298-3339
PROJECT NO. 177000000001
DRAFTED BY: MEVA
CHECKED BY: MEVA

HERITAGE FARMS, LLC
PERMANENT EASEMENT

DATE: MAY 2025

ENGLISH
COUNTY BINGHAM

SHEET 1 OF 1

EXHIBIT 8

PARCEL NO. 8: (RP006900 & RP0069100)

**TOWNSHIP 8 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN,
BINGHAM COUNTY, STATE OF IDAHO**

Section 21: NW¼

SAVE AND EXCEPT the State Hwy 39 right-of-way and the Homestead Road right-of-way.

EXHIBIT 9-A

PARCEL NO. 9: (RP0068900)

**TOWNSHIP 6 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN,
BINGHAM COUNTY, STATE OF IDAHO**

Section 21: SW¼

SAVE AND EXCEPT the State Hwy 39 right-of-way and the Homestead Road right-of-way.

ALSO EXCEPTING the following described tracts:

Tract No. 1:

Commencing at the Southwest corner of said Section 21; Thence North 00°31'22" East for a distance of 1,039.98 feet along the west line of said section; Thence South 89°28'38" East for a distance of 25.00 feet to the easterly right-of-way of Powerline Road said point being the

TRUE POINT OF BEGINNING;

Thence North 00°31'22" East along said easterly right-of-way for a distance of 399.88 feet to a point on a curve of the easterly right-of-way of State Rout 39;

Thence along an arc 32.80 feet to the left, having a radius of 2596.48 feet, the chord of which is North 12°16'29" East for a distance of 32.80 feet;

Thence South 89°28'38" East for a distance of 443.32 feet;

Thence South 00°31'22" West for a distance of 432.00 feet;

Thence North 89°28'38" West for a distance of 450.00 feet to the **POINT OF BEGINNING.**

Tract No. 2:

Commencing at the Southwest corner of said Section 21; Thence South 89°38'11" East for a distance of 1,307.12 feet along the south line of said section; Thence North 02°21'49" East for a distance of 25.00 feet to the northerly right-of-way of Gambil Road said point being the

TRUE POINT OF BEGINNING;

Thence North 00°21'49" East for a distance of 166.00 feet;

Thence South 89°38'11" East for a distance of 265.00 feet;

Thence South 00°21'49" West for a distance of 166.00 feet;

Thence North 89°38'11" West for a distance of 265.00 feet to the **POINT OF BEGINNING.**

EXHIBIT 9-B

Page 1

IRRIGATION EASEMENT

Grantor hereby grants to Grantee a 20' wide irrigation easement, located on that tract of Grantor's property identified as tract 2 in Exhibit 9-A. The easement itself is legally described on Page 2 of Exhibit 9-B ("Easement Property") and is depicted in the survey attached as page 3 to this Exhibit-9B. That survey was recorded in the records of Bingham County on April 29, 2025, as Instrument no. 770466. Tract 2 in Exhibit 9-A is included in the legal description, identified as tract 4 in Instrument no. 770466. Grantee, its successors and assigns shall have the right to run a buried irrigation mainline under the Easement Property and from time to time to go upon the Easement Property with vehicles and equipment to maintain, repair, and, when needed, as determined by Grantee, to replace the irrigation pipe that is now located beneath the surface of the Easement Property. The owner of the Easement Property shall not improve that property with fences, structures or fixtures, nor shall trees, bushes or other vegetation be grown on the Easement Property without Grantee's consent. This easement shall run forever with the land described in Exhibit 9-A and referred to therein as Parcel 9.

EXHIBIT 9-B

Page 2

IRRIGATION EASEMENT LEGAL DESCRIPTION

A 20' wide permanent easement for irrigation facilities and maintenance thereof granted to Heritage Farms, LLC and its successors and assigns for the benefit of Parcel 9-A and more particularly described as follows:

The North 20 Feet of the Following Described Property:

Tract No. 2:

Commencing at the Southwest corner of said Section 21; Thence South 89°38'11" East for a distance of 1,307.12 feet along the south line of said section; Thence North 02°21'49" East for a distance of 25.00 feet to the northerly right-of-way of Gambil Road said point being the

TRUE POINT OF BEGINNING;

Thence North 00°21'49" East for a distance of 166.00 feet;

Thence South 89°38'11" East for a distance of 265.00 feet;

Thence South 00°21'49" West for a distance of 166.00 feet;

Thence North 89°38'11" West for a distance of 265.00 feet to the **POINT OF BEGINNING.**

EXHIBIT 10

PARCEL NO. 10-A: (RP0069302)

**TOWNSHIP 6 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN,
BINGHAM COUNTY, STATE OF IDAHO**

Section 28: Part of the N $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

**Beginning at the Northwest Corner of said Section 28, which shall be the POINT OF BEGINNING;
Thence South 89°29'07" East along the North line of said Section 28 for a distance of 1,298.29 feet;
Thence South 00°15'10" West for a distance of 1,364.19 feet to the South line of said N $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence North 89°41'38" West along said South line for a distance of 1,292.44 feet to the Southwest
corner of said N $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence North 00°00'32" East along the West line of said Section 28 for a distance of 1,368.93 feet to
the POINT OF BEGINNING.**

PARCEL NO. 10-B:

**An Access Easement for the benefit of Parcel No. 10-A, as disclosed in Warranty Deed by and
between Herman Alan Funk and Connie Geneice Funk, husband and wife and Knudsen Poor
Farms, an Idaho Corporation, recorded January 10, 2000 as Instrument No. 486348,
records of Bingham County, Idaho, more particularly described as follows:**

**An easement 15 feet wide for ingress and egress, the West line of which is the East line of the above
described property in Section 28,
Township 6 South, Range 31 East of the Boise Meridian, Bingham County, Idaho and running from
the North line of Section 28 to the South
line of the said N $\frac{1}{4}$ NW $\frac{1}{4}$.**

EXHIBIT 11 (PAGES EX. 11-1 THROUGH EX. 11-8)

Exceptions to Warranty of Title

Exceptions apply to parcel nos. 1 Through 10, unless otherwise stated.

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.**
- 2. Rights or claims of parties in possession not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.**
- 4. Easements, or claims of easements, not shown by the Public Records.**
- 5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.**
- 8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.**
- 9. Taxes, including any assessments collected therewith, for the year 2025 which are a lien not yet due and payable.**

Ex. 11-1

- 10. Taxes for the year 2024 are paid in full.**
- 11. The Land described herein is located within the boundaries of Aberdeen Springfield Canal Co. Irrigation District and is subject to any assessments levied thereby and any easements.**
- 12. Liens, levies, and assessments of the American Falls — Aberdeen Ground Water District.**
- 13. Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.**
- 14. Right-of-way for Low Line Canal and the rights of access thereto for maintenance of said canal. (Parcel Nos. 4 and 7)**
- 15. (a) Any past or future change in Low Line Canal.**
(b) Any dispute arising over the location of the old bed.
(c) Any variance between the boundary line as originally conveyed and the current boundary thereof as now used or occupied.
(Parcel No. 7)
- 16. (a) Rights, if any, of the property owners abutting American Falls Reservoir, or adjoining streams or water, in and to the waters of the reservoir and in and to bed thereof.**
(b) Boating and fishing rights of property owners abutting the reservoir or the stream of water leading thereto or therefrom.
(c) Navigational servitudes and all other rights, titles, and powers of the United States, the state, local government and the public over said reservoir, its bed, and its shore lands extending to the ordinary high water line thereof.
(d) The consequence of any change in the location of the reservoir which forms a boundary line of the land, including any determination that some portion of the land has been included within American Falls Reservoir.
(Parcel Nos. 4 and 6)
- 17. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.**

Ex. 11-2

18. Exceptions and reservations contained in a Deed from the State of Idaho, wherein mineral rights are reserved to the state (47-701 Idaho Code).

Recorded: March 7, 1911

Instrument No.: 36956 in Book 22 of Deeds, at Page 23.

(Covers the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 15, Township 6 South, Range 31 East of the Boise Meridian - Portion of Parcel No. 4)

19. Exceptions and reservations contained in a Deed from the State of Idaho, wherein mineral rights are reserved to the state (47-701 Idaho Code).

Recorded: March 9, 1911

Instrument No.: 36986 in Book 22 of Deeds, at Page 37.

(Covers the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 6 South, Range 31 East of the Boise Meridian - Portion of Parcel No. 6)

20. Exceptions and reservations contained in a Deed from the State of Idaho, wherein mineral rights are reserved to the state (47-701 Idaho Code).

Recorded: March 13, 1911

Instrument No.: 37011 in Book 22 of Deeds, at Page 46.

(Covers the NW $\frac{1}{4}$ of Section 21, Township 6 South, Range 31 East of the Boise Meridian - Parcel No. 8)

21. Exceptions and reservations contained in a Deed from the State of Idaho, wherein mineral rights are reserved to the state (47-701 Idaho Code).

Recorded: May 15, 1911

Instrument No.: 397 in Book 22 of Deeds, at Page 110.

(Covers the NW $\frac{1}{4}$ of Section 21, Township 6 South, Range 31 East of the Boise Meridian - Parcel No. 9)

22. Exceptions and reservations contained in a Deed from the State of Idaho, wherein mineral rights are reserved to the state (47-701 Idaho Code).

Recorded: May 15, 1911

Instrument No.: 399 in Book 22 of Deeds, at Page 112.

(Covers the NE $\frac{1}{4}$ of Section 21, Township 6 South, Range 31 East of the Boise Meridian - Portion of Parcel No. 5)

23. A right-of-way easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as reserved in a/an Warranty Deed.

Purpose: Conveyance of Water

Ex. 11-3

Recorded: October 18, 1912

Instrument No.: 4541 in Book 24 of Deeds at Page(s) 129.

(Covers the N $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 6 South, Range 31 East of the Boise Meridian - Parcel No. 8)

24. Exceptions and reservations contained in a Deed from the State of Idaho, wherein mineral rights are reserved to the state (47-701 Idaho Code).

Recorded: February 11, 1918

Instrument No.: 777 in Book 22 of Deeds, at Page 569.

(Covers the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, Township 6 South, Range 31 East of the Boise Meridian - Parcel No. 7)

25. Exceptions and reservations contained in a Deed from the State of Idaho, wherein mineral rights are reserved to the state (47-701 Idaho Code).

Recorded: December 23, 1921

Instrument No.: 5470 in Book 22 of Deeds, at Page 379.

(Covers the SW $\frac{1}{4}$ of Section 15, Township 6 South, Range 31 East of the Boise Meridian - Portion of Parcel No. 4)

26. Exceptions and reservations contained in a Deed from the State of Idaho, wherein mineral rights are reserved to the state (47-701 Idaho Code).

Recorded: March 19, 1923

Instrument No.: 1208 in Book 22 of Deeds, at Page 405.

(Covers the N $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 22, Township 6 South, Range 31 East of the Boise Meridian - Portion of Parcel No. 6)

27. Exceptions and reservations contained in a Deed from the State of Idaho, wherein mineral rights are reserved to the state (47-701 Idaho Code).

Recorded: March 19, 1923

Instrument No.: 1209 in Book 22 of Deeds, at Page 406.

(Covers the S $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 22, Township 6 South, Range 31 East of the Boise Meridian - Portion of Parcel No. 6)

28. An easement, including the terms and provisions thereof, as set forth in a/an Canal & Spillway Right-of-Way Easement.

Granted to: Aberdeen-Springfield Canal Company

Recorded: October 10, 1939

Instrument No.: 22920 in Book L of Miscellaneous, Page 413

Ex. 11-4

(Covers the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21 and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 28, All in Township 6 South, Range 31 East of the Boise Meridian - Parcel No. 4)

29. An easement, including the terms and provisions thereof, as set forth in a/an Power Line Easement.

Granted to: Idaho Power Company

Recorded: June 1, 1945

Instrument No.: 47426 in Book N of Miscellaneous, Page 343

(Covers the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 15, Township 6 South, Range 31 East of the Boise Meridian - Parcel No. 4)

30. Terms and conditions contained in a/an Warranty Deed by and between M.E. Fenstermaker and Jessie P. Fenstermaker, husband and wife and The United States of America.

Recorded: November 10, 1950

Instrument No.: 18052

(Parcel No. 10)

31. Exceptions and reservations contained in a Deed from the State of Idaho, wherein mineral rights are reserved to the state (47-701 Idaho Code).

Recorded: November 17, 1950

Instrument No.: 18123

(Covers the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 13, Township 6 South, Range 30 East of the Boise Meridian - Portion of Parcel No. 1)

32. Terms and conditions contained in a/an Warranty Deed by and between Paul D. King and Sabra King, husband and wife and The United States of America.

Recorded: December 12, 1950

Instrument No.: 18405

(Parcel No. 6)

33. Terms and conditions contained in a/an Warranty Deed by and between Floyd D. Westover and Margaret Westover, husband and wife and The United States of America.

Recorded: December 12, 1950

Instrument No.: 18406

(Parcel No. 4)

Ex. 11-5

34. An easement, including the terms and provisions thereof, as set forth in a/an
Power Line Easement.
Granted to: Idaho Power Company
Recorded: September 7, 1951
Instrument No.: 22434 in Book Q of Miscellaneous, Page 499
(Covers the W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 24, Township 6 South, Range 31 East of the Boise
Meridian - Parcel No. 2)

35. An easement, including the terms and provisions thereof, as set forth in a/an
Power Line Easement.
Granted to: Idaho Power Company
Recorded: April 22, 1953
Instrument No.: 30568 in Book R of Miscellaneous, page 442
(Covers the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township 6 South, Range 31 East of the Boise
Meridian - Parcel No. 9)

36. An easement, including the terms and provisions thereof, as set forth in a/an
Easement.
Granted to: State of Idaho
Recorded: October 9, 1961
Instrument No.: 84737
(Covers the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township 6 South, Range 31 East of the Boise
Meridian - Parcel No. 9)

37. An easement, including the terms and provisions thereof, as set forth in a/an
Easement.
Granted to: State of Idaho
Recorded: October 9, 1961
Instrument No.: 84738
(Covers the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township 6 South, Range 31 East of the Boise
Meridian - Parcel No. 9)

38. An easement, including the terms and provisions thereof, as set forth in a/an
Easement.
Granted to: State of Idaho
Recorded: October 19, 1961
Instrument No.: 84940

Ex. 11-6

(Covers the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 6 South, Range 31 East of the Boise Meridian - Parcel No. 8)

39. An easement, including the terms and provisions thereof, as set forth in a/an Easement.

Granted to: State of Idaho

Recorded: October 20, 1961

Instrument No.: 84942

(Covers the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 6 South, Range 31 East of the Boise Meridian - Parcel No. 8)

40. An easement, including the terms and provisions thereof, as set forth in a/an Easement.

Granted to: The State of Idaho

Recorded: December 14, 1961

Instrument No.: 86058 in Book 4 of Miscellaneous, Page 69

(Covers the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 6 South, Range 31 East of the Boise Meridian)

41. An easement, including the terms and provisions thereof, as set forth in a/an Power Line Easement.

Granted to: Idaho Power Company

Recorded: January 20, 1971

Instrument No.: 158834

(Covers the SW $\frac{1}{4}$ of Section 15, Township 6 South, Range 31 East of the Boise Meridian - Parcel No. 4)

42. Easement Deed, including the terms and provisions thereof, by and between M.E. Fenstermaker, a married man dealing with his sole and separate property and Idaho First National Bank.

Recorded: October 31, 1972

Instrument No.: 168670

43. An easement, including the terms and provisions thereof, as set forth in a/an Power Line Easement.

Granted to: Idaho Power Company

Recorded: June 19, 1974

Instrument No.: 192388

Ex. 11-7

(Covers the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 21, Township 6 South, Range 31 East of the Boise Meridian - Parcel No. 9)

44. An easement, including the terms and provisions thereof, as set forth in a/an Power Line Easement.

Granted to: Idaho Power Company

Recorded: September 3, 1976

Instrument No.: 216101

(Covers the SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, Township 6 South, Range 31 East of the Boise Meridian - Parcel No. 7)

45. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey

Recorded: November 20, 1989

Instrument No.: 385338

(E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 21, Township 6 South, Range 31 - Parcel No. 5)

46. Relocation Agreement and Grant of Easement, including the terms and provisions thereof, by and between Aberdeen-Springfield Canal Company and Bob Knudsen.

Recorded: September 20, 1996

Instrument No.: 447634

(Parcel No. 5)

47. An easement, including the terms and provisions thereof, as set forth in a/an Warranty Deed, by and between Herman Alan Funk and Connie Gensice Funk, husband and wife and Knudsen Poor Farms, Inc., an Idaho Corporation

Recorded: January 10, 2000

Instrument No.: 486348

(Covers the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 28, Township 6 South, Range 31 East of the Boise Meridian -

48. All matters, and any rights, easements, interests or claims as disclosed by Survey

Recorded: April 29, 2025

Instrument No.: 770466

(SW $\frac{1}{4}$ of Section 21, Township 6 South, Range 31 East)

Ex. 11-8

49. All matters, and any rights, easements, interests or claims as disclosed by Survey

Recorded: April 29, 2025

Instrument No.: 770467

(NW¼ of Section 24, Township 8 South, Range 30 East)

50. All matters, and any rights, easements, interests or claims as disclosed by Survey

Recorded: May 7, 2025

Instrument No.: 770695

(SE¼SE¼ of Section 18 and the E¼NE¼ of Section 21, Township 8 South, Range 31 East)

Ex. 11-9

*Re-Record to correct Legal Description

25555909

~~Instrument # 772915
BINGHAM COUNTY, IDAHO
2025-08-05 11:18:07 AM No. of Pages: 6
Recorded for: TITLEONE - EAST REGION
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy DDavis
Index To: PERSONAL REPRESENTATIVE D
Electronically Recorded by Simplifile~~

PERSONAL REPRESENTATIVE'S DEED

For Value Received, **Charles W. Buchta**, as personal representative of the Estate of **Sharon Lee Knudsen** ("Grantor"), hereby grants, bargains, sells and conveys unto **Heritage Farms, LLC**, an Idaho limited liability company, ("Grantee") the premises located in Bingham County, Idaho and legally described in Exhibit A:

The Grantee's address is provided below:

Heritage Farms, LLC
c/or Driscoll Management, LLC
2043 East Center
Pocatello, ID 83201

~~Instrument # 773649
BINGHAM COUNTY, IDAHO
2025-09-03 11:18:45 AM No. of Pages: 8
Recorded for: TITLEONE - EAST REGION
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: PERSONAL REPRESENTATIVE D
Electronically Recorded by Simplifile~~

Grantor conveys said premises, with their appurtenances, to Grantee and to its successors and assigns to have and to hold forever. Grantor represents to Grantee as follows:

- (a) Grantor is the successor in interest to Sharon Lee Knudsen, who died on March 14, 2016 ("Decedent"); (b) on or about September 6, 2017, in the Magistrates Division of the District Court of the Sixth Judicial District of the State of Idaho, in and for the county of Power, case no. CV-2017-303, Grantor was appointed personal representative of the Decedent's estate; (c) a true copy of the Letters Testamentary issued to Grantor by the court, certifying Grantor's appointment as personal representative, is attached to this deed as Exhibit B; (d) by quitclaim deed, recorded in the records of Power County on February 26, 2025 as instrument no. 768729, a copy of which is attached as Exhibit C, Knudsen Poor Farms, Inc. ("KPF") transferred to Grantor KPF's ownership interest in the property described in Exhibit A; and (e) the estate's interest in the premises as Decedent's successor, is free from all financial encumbrances.

The appurtenances to the premises include all water rights, including ground water and surface water rights; all oil, gas, and mineral rights; and all surface rights. The improvements to the premises are those which are located on and affixed to the premises, and which constitute real property under Idaho law and are used to irrigate the premises, including but not limited to all wells, pumps, main lines, utility boxes, and all other irrigation equipment affixed to the land.

Date:

Aug 1, 2029

GRANTOR:

Charles W. Buchta
**Charles W. Buchta, as Personal Representative
of the Estate of Sharon Lee Knudsen**

25555909

PERSONAL REPRESENTATIVE'S DEED

For Value Received, **Charles W. Buchta, as personal representative of the Estate of Sharon Lee Knudsen** ("Grantor"), hereby grants, bargains, sells and conveys unto **Heritage Farms, LLC**, an Idaho limited liability company, ("Grantee") the premises located in Bingham County, Idaho and legally described in Exhibit A:

The Grantee's address is provided below:

Heritage Farms, LLC
c/or Driscoll Management, LLC
2043 East Center
Pocatello, ID 83201

Grantor conveys said premises, with their appurtenances, to Grantee and to its successors and assigns to have and to hold forever. Grantor represents to Grantee as follows:

(a) Grantor is the successor in interest to Sharon Lee Knudsen, who died on March 14, 2016 ("Decedent"); (b) on or about September 6, 2017, in the Magistrates Division of the District Court of the Sixth Judicial District of the State of Idaho, in and for the county of Power, case no. CV-2017-303, Grantor was appointed personal representative of the Decedent's estate; (c) a true copy of the Letters Testamentary issued to Grantor by the court, certifying Grantor's appointment as personal representative, is attached to this deed as Exhibit B; (d) by quitclaim deed, recorded in the records of Power County on February 26, 2025 as instrument no. 768729, a copy of which is attached as Exhibit C, Knudsen Poor Farms, Inc. ("KPF") transferred to Grantor KPF's ownership interest in the property described in Exhibit A; and (e) the estate's interest in the premises as Decedent's successor, is free from all financial encumbrances.

The appurtenances to the premises include all water rights, including ground water and surface water rights; all oil, gas, and mineral rights; and all surface rights. The improvements to the premises are those which are located on and affixed to the premises, and which constitute real property under Idaho law and are used to irrigate the premises, including but not limited to all wells, pumps, main lines, utility boxes, and all other irrigation equipment affixed to the land.

Date:

Aug 1, 2029

GRANTOR:

Charles W. Buchta
**Charles W. Buchta, as Personal Representative
of the Estate of Sharon Lee Knudsen**

PERSONAL REPRESENTATIVE'S DEED

For Value Received, **Charles W. Buchta**, as personal representative of the Estate of **Sharon Lee Knudsen** ("Grantor"), hereby grants, bargains, sells and conveys unto **Heritage Farms, LLC**, an Idaho limited liability company, ("Grantee") the premises located in Bingham County, Idaho and legally described in Exhibit A:

The Grantee's address is provided below:

Heritage Farms, LLC
c/or Driscoll Management, LLC
2043 East Center
Pocatello, ID 83201

Grantor conveys said premises, with their appurtenances, to Grantee and to its successors and assigns to have and to hold forever. Grantor represents to Grantee as follows:

(a) Grantor is the successor in interest to Sharon Lee Knudsen, who died on March 14, 2016 ("Decedent"); (b) on or about September 6, 2017, in the Magistrates Division of the District Court of the Sixth Judicial District of the State of Idaho, in and for the county of Power, case no. CV-2017-303, Grantor was appointed personal representative of the Decedent's estate; (c) a true copy of the Letters Testamentary issued to Grantor by the court, certifying Grantor's appointment as personal representative, is attached to this deed as Exhibit B; (d) by quitclaim deed, recorded in the records of Power County on February 26, 2025 as instrument no. 768729, a copy of which is attached as Exhibit C, Knudsen Poor Farms, Inc. ("KPF") transferred to Grantor KPF's ownership interest in the property described in Exhibit A; and (e) the estate's interest in the premises as Decedent's successor, is free from all financial encumbrances.

The appurtenances to the premises include all water rights, including ground water and surface water rights; all oil, gas, and mineral rights; and all surface rights. The improvements to the premises are those which are located on and affixed to the premises, and which constitute real property under Idaho law and are used to irrigate the premises, including but not limited to all wells, pumps, main lines, utility boxes, and all other irrigation equipment affixed to the land.

GRANTOR:

Date:

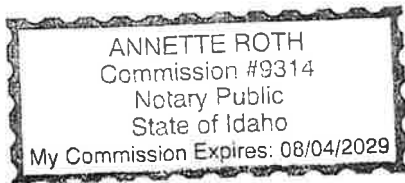
Aug 1, 2029

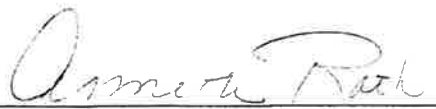
Charles W. Buchta
**Charles W. Buchta, as Personal Representative
of the Estate of Sharon Lee Knudsen**

State of Idaho)
: ss,
County of Bannock)

On this 1 day of ~~July~~, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, **Charles W. Buchta, as Personal Representative of the Estate of Sharon Lee Knudsen**, known to me, or acknowledged before me, to be the **Personal Representative of the Estate of Sharon Lee Knudsen** and that he executed the within instrument as personal representative of said estate.

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





NOTARY PUBLIC
Residing at: Pocatello, Idaho
My Commission Expires: 8-4-2029

Exhibit A to Personal Representative's Deed

PARCEL NO. 11: (RP0013700)

**TOWNSHIP 6 SOUTH, RANGE 30 EAST OF THE BOISE MERIDIAN,
BINGHAM COUNTY, IDAHO**

Section 14: SE¼ SAVE AND EXCEPT the following described:

Commencing at the Southeast corner of said Section 14, monumented with a 5/8 inch rebar with aluminum cap; Thence South 89°30'00"

West along the South line of said Section 14, for a distance of 981.53 feet to the TRUE POINT OF BEGINNING;

*** *
165.65**

Thence South 89°30'00" West, continuing along said south line, for ~~265.65~~ feet;

Thence North 00°30'25" West, leaving said south line, for 264.10 feet;

Thence North 89°30'00" East, for 165.65 feet;

**Thence South ~~89°30'00"~~ East, for 264.10 feet to the TRUE POINT OF BEGINNING.
* *
00°30'25"**

Together with the following EASEMENT NO. 1:

A non-Exclusive Access Easement for the benefit of Parcel No. 11, as created by Grant of Access Easement by and between Charles W. Buchta and Heritage farms, LLC, described as follows:

**THE EASTERLY 30.00 FEET AND THE NORTHERLY 50.00 FEET OF THE FOLLOWING
DESCRIBED PROPERTY:**

**TOWNSHIP 6 SOUTH, RANGE 30 EAST OF THE BOISE MERIDIAN,
BINGHAM COUNTY, IDAHO**

Section 14: Part of the SE¼SE¼, and more particularly described as follows:

Commencing at the Southeast Corner of said Section 14, monumented with a 5/8 inch rebar with aluminum cap; Thence South 89°30'00"

West along the south line of said Section 14, a distance of 981.53 feet, the TRUE POINT OF BEGINNING;

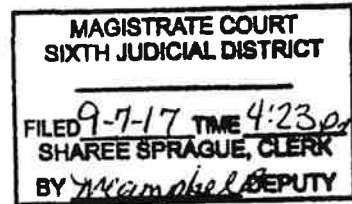
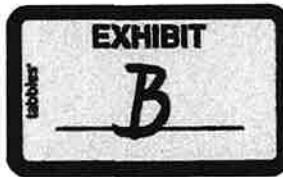
Thence South 89°30'00" West, continuing along said south line 165.65 feet;

Thence North 00°30'25" West, leaving said south line, 264.10 feet;

Thence North 89°30'00" East, 165.65 feet;

Thence South 89°30'00" East, 264.10 feet to the TRUE POINT OF BEGINNING.

The easement will become effective upon its recordation in the records of Bingham County, Idaho, following the recordation of this Personal Representative's Deed.



CURRY D. ANDREWS, ATTORNEY AT LAW
IDAHO STATE BAR NO. 9315
ELIASSEN & ANDREWS, PLLC
202 Idaho Street
American Falls, ID 83211
Telephone: (208) 226-5138
<curryandrews@gmail.com>

IN THE DISTRICT COURT FOR THE SIXTH JUDICIAL DISTRICT
FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER
MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE OF:

SHARON LEE KNUDSEN,

Deceased.

Case No. CN-2017-303

LETTERS TESTAMENTARY
(I.C. 15-3-702)

1. Charles W. Buchta was duly appointed and qualified as:

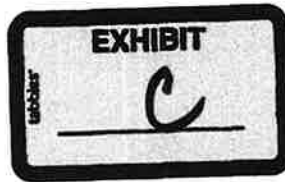
Personal Representative of the estate of the above-named decedent by the Court with all authority pertaining thereto.
2. Administration of the estate is unsupervised.

These letters are issued to evidence the appointment, qualification, and authority of the said personal representative.

WITNESS, my signature and the Seal of this Court, this 9 day of September, 2017.



Hon. Paul S. Laggis,
MAGISTRATE JUDGE



Instrument # 768729
BINGHAM COUNTY, IDAHO
2025-02-26 03:26:42 PM No. of Pages: 2
Recorded for: PIONEER TITLE BINGHAM COUNTY
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: QUIT CLAIM DEED
Electronically Recorded by Simplifile

QUITCLAIM DEED

Knudsen Poor Farms, Inc., an Idaho corporation ("Grantor"), hereby quitclaims, transfers, and conveys to Charles Buchta in his capacity as personal representative of the Estate of Sharon Lee Knudsen ("Grantee"), that certain parcel of real property located in Bingham County, Idaho and legally described as follows:

The Southeast Quarter (SE¼) of Section Fourteen (14), Township Six (6) South, Range Thirty (30) East of the Boise Meridian.

Less and except a parcel of land in the SE1/4SE1/4 of Section 14, Township 6 South, Range 30 East of the Boise Meridian, Bingham County, Idaho, described as follows:

Commencing at the SE Corner of said Section 14, monumented with a 5/8" rebar with Alum. Cap;

Thence, S 89°30'00" W, along the south line of said Section 14, a distance of 981.53 feet, the TRUE POINT OF BEGINNING;

Thence, S 89°30'00" W, continuing along said south line, 165.65 feet;

Thence, N 00°30'25" W, leaving said south line, 264.10 feet;

Thence, N 89°30'00" E, 165.65 feet;

Thence, S 89°30'00" E, 264.10 feet, to the TRUE POINT OF BEGINNING, and containing 1.00 acre, more or less.

together with all tenements belonging or in anywise appertaining, and the rents, issues, and profits thereof.

The address of the Transferee is provided below:

Estate of Sharon Lee Knudsen
c/o Charles Buchta, Personal Representative
3122W 2100S
Aberdeen ID 83210

EXECUTED this 24th day of February, 2025

Knudsen Poor Farms, Inc.

A handwritten signature in black ink, appearing to read "William N. Knudsen".

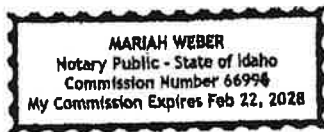
William N. Knudsen who as Personal
Representative of the Estate of Robert Joseph
Knudsen, is the President and Director

STATE OF IDAHO)
 :SS
County of Ada)

On this 24 day of February, 2025 before me, the undersigned, a Notary Public in and for said County and State, personally appeared **William N. Knudsen**, who subscribed the within instrument as Personal Representative of the Estate of Robert Joseph Knudsen, acting as President and Director of Knudsen Poor Farms, Inc., and acknowledged to me that he executed the same in said capacities.

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

(SEAL)



Mariah Weber
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Idaho
My commission expires: 02-22-2028

QUITCLAIM DEED

Knudsen Poor Farms, Inc., an Idaho corporation ("Grantor"), hereby quitclaims, transfers, and conveys to Charles Buchta in his capacity as personal representative of the Estate of Sharon Lee Knudsen ("Grantee"), that certain parcel of real property located in Bingham County, Idaho and legally described as follows:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Fourteen (14), Township Six (6) South, Range Thirty (30) East of the Boise Meridian.

Less and except a parcel of land in the SE $\frac{1}{4}$ 4SE $\frac{1}{4}$ of Section 14, Township 6 South, Range 30 East of the Boise Meridian, Bingham County, Idaho, described as follows:

Commencing at the SE Corner of said Section 14, monumented with a 5/8" rebar with Alum. Cap;

Thence, S 89°30'00" W, along the south line of said Section 14, a distance of 981.53 feet, the TRUE POINT OF BEGINNING;

Thence, S 89°30'00" W, continuing along said south line, 165.65 feet;

Thence, N 00°30'25" W, leaving said south line, 264.10 feet;

Thence, N 89°30'00" E, 165.65 feet;

Thence, S 89°30'00" E, 264.10 feet, to the TRUE POINT OF BEGINNING, and containing 1.00 acre, more or less.—

together with all tenements belonging or in anywise appertaining, and the rents, issues, and profits thereof.

The address of the Transferee is provided below:

Estate of Sharon Lee Knudsen
c/o Charles Buchta, Personal Representative
3122W 2100S
Aberdeen ID 83210

EXECUTED this 24th day of February, 2025

Knudsen Poor Farms, Inc.



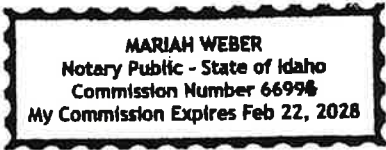
William N. Knudsen who as Personal
Representative of the Estate of Robert Joseph
Knudsen, is the President and Director

STATE OF IDAHO)
 :SS
County of Ada)

On this 24 day of February, 2025 before me, the undersigned, a Notary Public in and for said County and State, personally appeared **William N. Knudsen**, who subscribed the within instrument as Personal Representative of the Estate of Robert Joseph Knudsen, acting as President and Director of Knudsen Poor Farms, Inc., and acknowledged to me that he executed the same in said capacities.

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

(SEAL)



Mariah Weber
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Idaho
My commission expires: 02-22-2028

WARRANTY DEED

THIS DEED is made this 16 day of October, 2008, between KNUDSEN POOR FARMS, INC., an Idaho corporation, herein designated as Grantor, and CHARLES W. BUCHTA, whose mailing address is 2700 W. 2100 S. Aberdeen, ID 83210, herein designated as Grantee:

Grantor, for valuable consideration, does by these presents, Grant, Bargain, Sell, Convey and Confirm unto Grantee and his heirs or assigns forever, the following described premises located in the County of Bingham, State of Idaho, bounded and more particularly described as follows, to-wit:

A parcel of land in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 6 South, Range 30 East of the Boise Meridian, Bingham County, Idaho, described as follows:

Commencing at the SE Corner of said Section 14, monumented with a 5/8" rebar with Alum. Cap;

Thence, S 89°30'00" W, along the south line of said Section 14, a distance of 981.53 feet, the TRUE POINT OF BEGINNING;

Thence, S 89°30'00" W, continuing along said south line, 165.65 feet;

Thence, N 00°30'25" W, leaving said south line, 264.10 feet;

Thence, N 89°30'00" E, 165.65 feet;

Thence, S 00°30'25" E, 264.10 feet, to the TRUE POINT OF BEGINNING, and containing 1.00 acre. more or less.

Subject to a 30.00 feet wide easement for Homestead Road right-of-way, described as the S'ly 30.00 feet of the above described parcel.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

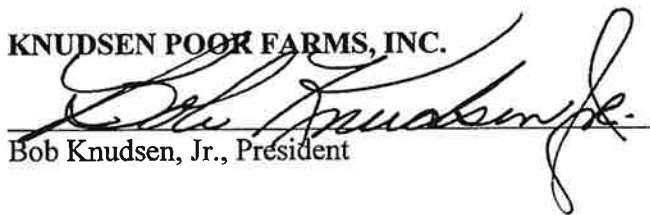
TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs or assigns forever. And the said Grantor does hereby covenant

to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

PROVIDED, HOWEVER, Grantor does not warrant or covenant with said Grantee with respect to the existence or nonexistence of any pollutants, contaminates or hazardous waste prohibited by federal, state or local law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from or into the demised premises.

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

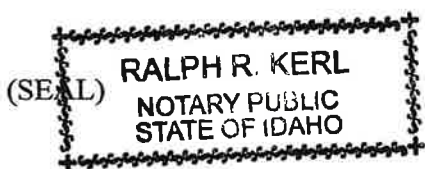
KNUDSEN POOR FARMS, INC.

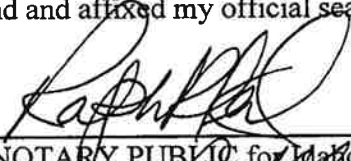

Bob Knudsen, Jr., President

STATE OF IDAHO)
 ss
County of Bannock)

On this 16 day of October, 2008, before me, the undersigned Notary Public in and for said County and State, personally appeared Bob Knudsen, Jr., known or identified to me to be the President of the corporation that executed the foregoing instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same on behalf of Knudsen Poor Farms, Inc.

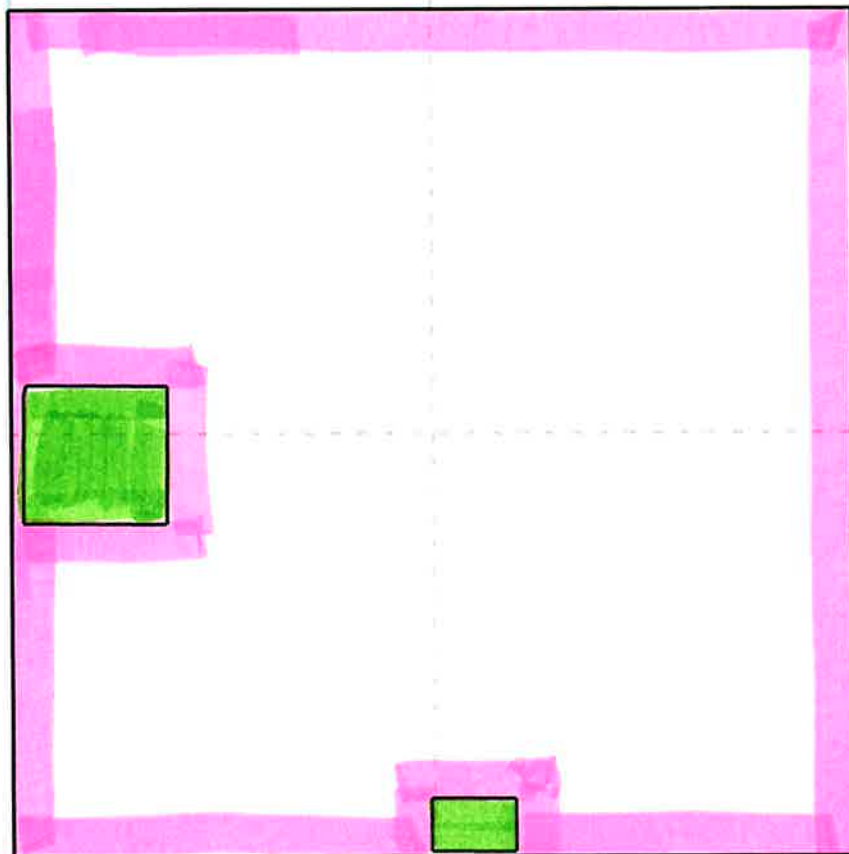
IN WITNESS, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




NOTARY PUBLIC for Idaho
Residing at: Jerseyville
Commission Expires: 9/16/2011

WARRANTY DEED - PAGE 2

715253



exceptions

772911 Exhibit 9A Knudsen Pool Farms Inc To Heritage Farms LLC

9/17/2025

Scale: 1 inch= 600 feet

File:

Tract 1: 160.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=10560 ft.

Tract 2: 4.4603 Acres (194290 Sq. Feet), Closure: n03.0752w 0.01 ft. (1/226386), Perimeter=1758 ft.

Tract 3: 1.0099 Acres (43990 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=862 ft.

01 /ne,sw,21,6s,31e

02 s0w 2640.00

03 s90w 2640.00

04 n0e 2640.00

05 n90e 2640.00

06 @0

07 /sw,21,6s,31e

08 /n00.3122e 1039.98

09 /s89.2838e 25.00

10 n00.3122e 399.88

11 Lt, r=2596.48, arc=32.80, chord=n12.1629e 32.80

12 s89.2838e 443.32

13 s00.3122w 432.00

14 n89.2838w 450

15 @0

16 /sw,21,6s,31e

17 /s89.3811e 1307.12

18 /n02.2149e 25.00

19 n00.2149e 166.00

20 s89.3811e 265.00

21 s00.2149w 166.00

22 n89.3811w 265.00



Exception

772911 Exhibit 2 Knudsen Poor Farms and To Heritage Farms LLC

9/17/2025

Scale: 1 inch= 400 feet

File:

Tract 1: 160.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=10560 ft.

Tract 2: 0.9958 Acres (43377 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=838 ft.

01 /ne,nw,24,6s,30e

02 s0w 2640.00

03 s90w 2640.00

04 n0e 2640.00

05 n90e 2640.00

06 @0

07 /ne,nw,24,6s,30e

08 /n89w 1102.05

09 /s00e 50.00

10 s00w 187

11 n89w 232

12 n00e 187

13 s89e 232



211 W. 13th St.
Burley, ID 83318
Ph. (208) 881-0087
Fx. (866) 582-7546
www.titleonecorp.com

Idaho Department of Water Resources
900 N. Skyline Drive Ste. A
Idaho Falls, ID 83402

Date: September 12, 2025

Escrow No. 25546433 and 25555909

RECEIVED

SEP 15 2025

DEPT. OF WATER RESOURCES
EASTERN REGION

Greetings,

Enclosed please find the following:

- TitleOne Check Number: 59288 in the amount of \$250.00.
- TitleOne Check Number: 59285 in the amount of \$25.00.
- Original executed Notice of Change in Water Right Ownership
- Copy of original executed Personal Representatives Deed recorded on August 5, 2025, as Instrument No. 772912, records of Bingham Co., ID
- Original executed Notice of Change in Water Right Ownership
- Copy of original executed Warranty Deed recorded on August 5, 2025, as Instrument No. 772911, records of Bingham Co. ID
- Copy of original executed Quitclaim Deed recorded on February 26, 2025, as Instrument No. 768729, records of Bingham Co., ID
- Copy of original executed Warranty Deed recorded on February 21, 2020, as Instrument No. 715253, records of Bingham Co., ID

Please make the necessary changes to your records to reflect new ownership and send a receipted copy to TitleOne, PO Box 177, Burley, Idaho 83318

Best Regards,
TITLEONE

Lauren Gomez
Ag Escrow Assistant

AR/lg
Enc.



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

September 18, 2025

HERITAGE FARMS LLC
2043 E CENTER ST STE 108
POCATELLO ID 83201-3300

Re: Change in Ownership for Water Right No(s): 35-2069G, 35-2069H, 35-2069F, 35-2066B
35-2403, 35-8081, 35-8087, 35-8088, 35-7221, 35-13338, 35-7890

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 208-525-7161.

Sincerely,

Misty Pettis
Office Specialist 2

Enclosure(s)