

JUL 25 2022

Form 42-248/42-1409(6) Rev. 7/21

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

JUN 02 2022

Department 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. DE

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
27-7095	Yes ☐	Yes ☐		Yes ☐	Yes ☐
27-12030	Yes ☒	Yes ☐		Yes ☐	Yes ☐
27-12334	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: W. Sherman Whitten
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Kinney Ranch LLC.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 21 E 100 N Blackfoot ID 83221
Mailing address City State Zip
- 208-313-3354 patolsen3@msn.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:  Title, if applicable: _____ Date: 5-26-2022

Signature of new owner/claimant

Title, if applicable

Date

Print name

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

Print name

Received by: JBDate: 7-8-22For IDWR Office Use Only: E048298Receipt No. E048206Receipt Amt. \$50.00Active 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 diDate: 8/19/22



PioneerTitleCo.
GOING BEYOND

1655 Elk Creek Drive, Suite 100
Idaho Falls, ID 83404

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 800038 /MH

Instrument # 745135

BINGHAM COUNTY, IDAHO
2022-05-03 08:25:19 AM No. of Pages: 2
Recorded for: PIONEER TITLE BINGHAM COUNTY
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received Miranda Whitten, as Personal Representative of the Estate of William Sherman Whitten, deceased

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Kinney Ranch LLC, an Idaho limited liability company

hereinafter referred to as Grantee, whose current address is 71 West 100 North Blackfoot, ID 83221

The following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: April 13, 2022

** Miranda Whitten*
Miranda Whitten, as Personal Representative of the
Estate of William Sherman Whitten, deceased

State of Nebraska, County of Nebraska

This record was acknowledged before me on April 15, 2022 by MIRANDA WHITTEN, as Personal Representative of the Estate of William Sherman Whitten.

Sarah A. Gregg
Signature of notary public
Commission Expires: 3/4/25

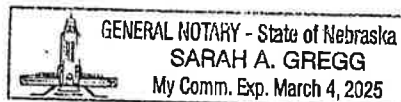


EXHIBIT "A"

Township 2 South, Range 36 East, Boise Meridian, Bingham County, Idaho.

Section 22:

S1/2 NE1/4; NW1/4 SE1/4

Date: April 15, 2022

Loan: 0006525555 - 5523338101

WHEN RECORDED MAIL TO:

Idaho AgCredit, FLCA
PO Box 985
Blackfoot, ID 83221

Instrument # 745138

BINGHAM COUNTY, IDAHO
2022-05-03 08:25:19 AM No. of Pages: 10
Recorded for: PIONEER TITLE BINGHAM COUNTY
PAMELA W. ECKHARDT Fee: \$45.00
Ex-Officio Recorder Deputy JPulley
Index To: DEED OF TRUST
Electronically Recorded by Simplifile

PTC 800038

1. THIS MORTGAGE is made this April 15, 2022 between Kinney Ranch LLC., An Idaho Limited Liability Company, By: Robert W. Olsen and Patrick L. Olsen, Members; and Rich Lane Farms, A Partnership, By: Robert W. Olsen and Patrick L. Olsen, Partners; and Robert W. Olsen and Luanne Olsen, as Trustees of The Robert and Luanne Olsen Living Trust under Declaration of Trust dated December 7, 2012; and Rich Lane Ag, LLC, An Idaho Limited Liability Company, By: Robert W. Olsen, Luanne Olsen, Patrick L. Olsen and Rachel Olsen, Members; and Rich Lane Farms, LLC, An Idaho Limited Liability Company, By: Robert W. Olsen and Patrick L. Olsen, Members; and Individually By: Robert W. Olsen and Luanne Olsen, and Patrick L. Olsen and Rachel Olsen, husbands and wives, whose address is 21 E 100 N Blackfoot, ID 83221 hereinafter called "Mortgagor", and Idaho AgCredit, FLCA ("Mortgagee"), a wholly owned subsidiary of Idaho AgCredit, ACA, a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at 188 W Judicial PO Box 985, Blackfoot, Idaho 83221.

2. WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County(ies) of Bingham, State of Idaho:

SEE ATTACHED SCHEDULE A FOR REAL ESTATE DESCRIPTION, TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY.

TOGETHER WITH: All fixtures, including but not limited to the following: All pumps, motors, columns, tubes, shafts, bowls, panels and all electrical appurtenances, mainline, laterals, wheel lines, pivot/circle irrigation systems, risers, heads, couplers, end plugs, valves, valve openers, reducers, joints, tees and wyes, as well as all additions and replacements thereof, hereby declared appurtenant thereto and which are more particularly described on the attached Schedule A.

WATER RIGHTS:

TOGETHER WITH: 30 shares of stock, Certificate #1519 or as may be re-issued in New Lava Side Ditch Company.

TOGETHER WITH: 30 shares in Roseview Ditch Company.

TOGETHER WITH: 40 shares of stock, Certificate #5235 or as may be re-issued in Peoples Canal Company.

TOGETHER WITH: 40 carrying shares in Peoples First Lateral.

TOGETHER WITH: 84 shares of stock, Certificate #0233 or as may be re-issued in Blackfoot Irrigation Company.

TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-13944 or as may be modified, Priority Date August 4, 1979, for 3.24 cfs, for 388 acres from a well.

TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-13946 or as may be modified, Priority Date February 24, 1953, for 2.80 cfs, for 388 acres from a well.

TOGETHER WITH: Idaho Department of Water Resources Decree Number 35-13948 or as may be modified, Priority Date June 7, 1957, for 1.39 cfs, for 388 acres from a well.

TOGETHER WITH: 15 shares of stock, Certificate #3183 or as may be re-issued in C. J. Olsen.

Date: April 15, 2022

Loan: 0006525555 - 5523338101

guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans, advances, guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; c) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; d) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and e) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

Date: April 15, 2022

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such Contaminants;

(c) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(d) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the property that are partially or entirely below the ground surface;

(e) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(f) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

2) Nothing herein shall be deemed to prohibit Mortgagor from (a) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (b) storing or treating non-hazardous wastes, so long as such activities are carried out in a good and husbandlike manner in the ordinary course of business, and in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

3) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

4) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damage to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or from the Property.

Date: April 15, 2022

Loan: 0006525555 - 5523338101

other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

4) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

7. IT IS MUTUALLY AGREED THAT:

a) Any award of damages in connection with any taking or condemnation relating to the Property

Date: April 15, 2022

Loan: 0006525555 - 5523338101

whether or not pursuant to permit or other governmental authorization, or the right to store any such water, 4) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or 5) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

i) In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

j) This document and any attachments may be executed in counterparts, each of which shall be deemed an original, but which shall constitute one and the same instrument. This document may be signed and delivered by facsimile or electronic transmission, either of which shall be effective as an original.

k) Mortgagor acknowledges receipt of a completed copy of this document and its attachments.

WAIVER OF RIGHT TO TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW, THE BORROWER AND THE LENDER HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATION OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. BORROWER AND THE LENDER EACH REPRESENT TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

Kinney Ranch LLC., An Idaho Limited Liability Company, and Robert W. Olsen, individually, and Luanne Olsen, individually, and Patrick L. Olsen, individually, and Rachel Olsen, individually

Robert W. Olsen
By: Robert W. Olsen, individually and as a Member

Luanne Olsen
By: Luanne Olsen, individually

Patrick L. Olsen
By: Patrick L. Olsen, individually and as a Member

Rachel Olsen
By: Rachel Olsen, individually

Robert W. Olsen
Robert W. Olsen, as Trustee of The Robert and Luanne Olsen Living Trust under Declaration of Trust dated December 7, 2012

Luanne Olsen
Luanne Olsen, as Trustee of The Robert and Luanne Olsen Living Trust under Declaration of Trust dated December 7, 2012

Rich Lane Farms, LLC, An Idaho Limited Liability Company

Robert W. Olsen
By: Robert W. Olsen, Member

Rich Lane Farms, A Partnership

Robert W. Olsen
By: Robert W. Olsen, Partner

Date: April 15, 2022

Loan: 0006525555 - 5523338101

ACKNOWLEDGMENTS FOR MORTGAGE DATED APRIL 15, 2022

State of Idaho, County of Bingham, ss.

This record was acknowledged before me on 4-29-22

by Robert W. Olsen as Member

and Patrick L. Olsen as Member

KATIE V. WALLACE
Commission No. 50973
Notary Public
State of Idaho

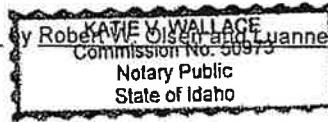
Date: April 15, 2022

Loan: 0006525555 - 5523338101

State of Idaho, County of Bingham, ss.

This record was acknowledged before me on 4-29-22

Katie V. Wallace
Notary Public for the State of Idaho



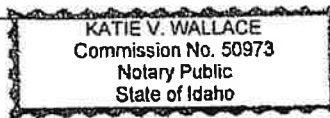
by Robert V. Olsen and Luanne Olsen, husband and wife.

My commission expires: 10-17-25

State of Idaho, County of Bingham, ss.

This record was acknowledged before me on 4-29-22

Katie V. Wallace
Notary Public for the State of Idaho



by Patrick L. Olsen and Rachel Olsen, husband and wife.

My commission expires: 10-17-25

REAL ESTATE DESCRIPTION TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY FOR
MORTGAGE DATED APRIL 15, 2022

Kinney Ranch LLC., An Idaho Limited Liability Company

Loan: 0006525555 - 5523338101

REAL ESTATE DESCRIPTION:

Tract A:

Commencing at the Northwest corner of the Northwest Quarter of Section 1, Township 3 South, Range 35
East Boise Meridian, and running thence due East 565 feet, thence due South 800 feet, thence due East 607
feet, thence due South 652 feet, thence due East 607 feet, thence due South 800 feet, thence due East 607

Tract C:

Part of the Northwest Quarter of Section 21, Township 2 South, Range 35 East, Boise Meridian, Bingham County, Idaho, described as:
Beginning at a point 100 rods South of the Northwest corner of said Section 21; thence South 45 rods, thence East 160 rods, thence North 45 rods, thence West 160 rods to the Place of Beginning.

Tract D:

Part of the Southwest Quarter, Northwest Quarter Southeast Quarter and South Half Southeast Quarter of Section 24, Township 1 South, Range 34 East, Boise Meridian, Bingham County, Idaho, described as follows:
Beginning at the Southwest corner of said Section 24 and running thence North 00°06'29" West 1728.54 feet along the section line to a point on a non-tangent curve; thence 1265.59 feet along said curve to the right, curve data: Delta = 52°12'18", Radius = 1389.00 feet, Chord Bearing = North 42°06'03" East, 1222.26 feet to the East-West Centerline through the Section; thence South 89°43'06" East, 1087.86 feet along said East-West Centerline to a point on a non-tangent curve; thence 1095.00 feet along said curve to the right, curve data: Delta = 44°37'20", Radius = 1406.00 feet, Chord Bearing = South 43°40'45" East, 1067.53 feet to a point on a non-tangent curve; thence 1095.07 feet along said curve to the right, curve data: Delta = 44°33'43", Radius = 1408.00 feet, Chord Bearing = North 44°15'03" East, 1067.68 feet to the East-West Centerline through the Section; thence South 89°43'06" East, 581.28 feet along said East-West Centerline to the Northwest corner of the Northeast Quarter Southeast Quarter of said Section 24; thence along the boundary of said Northeast Quarter Southeast Quarter the following two (2) courses: 1) South 00°05'27" East, 1317.49 feet; thence 2) South 89°45'00" East, 1321.78 feet to the East line of said Section 24; thence South 00°11'05" East, 379.84 feet along said East line to a point on a non-tangent curve; thence 1377.67 feet along said curve to the right, curve data: Delta = 56°03'42", Radius = 1408.00 feet, Chord Bearing = South 45°08'54" West, 1323.37 feet to the South line of said Section 24; thence North 89°46'55" West, 1706.67 feet to the South Quarter corner of said Section 24; thence North 89°47'00" West, 2647.86 feet to the Point of Beginning.

Tract E:

Part of the Northwest Quarter of Section 28, Township 2 South, Range 36 East, Boise Meridian, Bingham County, Idaho, described as follows:
Beginning at the West Quarter corner of said Section 28; and running thence North 00°05'06" West, 1319.67 feet along said Section line to the North line of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of said Section 28; thence South 89°35'51" East, 1322.67 feet along said North line to the Southwest corner of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of said Section 28; thence North 00°05'06" East, 1319.86 feet along the West line of said Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) to the North line of said Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4); thence South 89°36'23" East, 1074.78 feet along said North line to the West line of the property described in Instrument No. 271480; thence along said property the following two (2) courses: 1) South 00°10'36" West, 380.00 feet; thence 2) South 89°36'23" East, 250.00 feet to the East line of the Northwest Quarter of said Section 28; thence South 00°10'36" West, 2060.10 feet along said East line to the North line of the property as described in Instrument No. 265203; thence North 89°35'19" West, 800.00 feet; thence South 65°42'33" West, 478.58 feet to the South line of said Northwest Quarter; thence North 89°35'19" West, 1405.52 feet along said South line to the Point of Beginning.

EXCEPTING THEREFROM The following road right-of-way.

A strip of land one (1) rod wide beginning at the Southwest corner of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 28, Township 2 South, Range 36 East, Boise Meridian; running thence South 89°35'19" East, 1405.52 feet; thence North 00°00'24" West, 16.5 feet; thence North 89°35'19" West, 1405.52 feet to the West line of the Southwest Quarter of the Northwest Quarter; thence South 00°00'24" East, 16.5 feet to the Point of Beginning.

Beginning at a point that is N.89°36'22"W. 857.81 feet along the east-west centerline through the section from the East Quarter corner of said Section 22 and running thence S.44°28'22"W. 82.95 feet to an existing fence line; thence S.89°25'03"W. 404.21 feet along said existing fence line to the west line of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of said Section 22; thence N.00°25'59"E. 66.48 feet to the Northwest corner of the said Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) Section 22; thence S.89°36'22"E. 461.81 feet to the point of beginning.

FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:

IRRIGATION EQUIPMENT:

1 - 75 hp motor and turbine pump and VFD panel
2480' of 10" diameter PVC mainline

From: Cefalo, James James.Cefalo@idwr.idaho.gov
Subject: Notice of Change in Water Right Ownership for WRs
27-7095 and 27-12030
Date: Jun 29, 2022 at 4:38:13 PM
To: Patolsen3@msn.com

RECEIVED

JUL 08 2022

Department of Water Resources
Eastern Region

Dear Property Owner,

Our office recently received your Notice of Change in Water Right Ownership, proposing to update the ownership records for water rights 27-7095 and ~~27-12030~~ from Sherman Whitten to Kinney Ranch LLC. After an initial review of the notice, I have determined that the notice is deficient. This email is intended to describe the deficiency and give you an opportunity to provide additional information.

Your notice, and the associated filing fee, indicates that you are the new owner of the entirety of water rights 27-7095 and ~~27-12030~~. The deed you provided, however, does not cover the entire place of use for water right ~~27-12030~~. The place of use for water right ~~27-12030~~ not only covers the SWNE, SENE and NWSE of Section 22, T02S, R36E (which you own), but also covers 31.4 acres in the SWSW of Section 14, T02S, R36E (which is not described in the Warranty Deed attached to your notice).

Please provide a copy of the deed from Whitten to Kinney Ranch LLC for the SWSW of Section 14, T02S, R36E. In the alternative, if you do not own the SWSW of Section 14, water right ~~27-12030~~ will have to be split. The filing fee for splitting a water right is \$100 per split right. Therefore, your total filing fee for the ownership change would be \$125. You have already paid \$50. If you do not own the SWSW of Section 14, and water right ~~27-12030~~ will be split, please send the additional filing fee (\$75) to our Idaho Falls office with a reference to your ownership change. We will then split water right ~~27-12030~~ and update the ownership records for water rights 27-7095 and your portion of water right ~~27-12030~~. Please provide a copy of the deed for the SWSW of Section 14 or the additional filing fee within 30 days or your ownership change notice will be returned. Feel free to contact me with any questions.

 IDAHO DEPARTMENT OF
WATER RESOURCES
James Cefalo | Regional Manager
900 N Skyline Drive, Idaho Falls, ID 83402
(208) 525-7161 | www.idwr.idaho.gov



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098

Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

August 23, 2022

KINNEY RANCH LLC
21 E 100 N
BLACKFOOT ID 83221-5860

Re: Change in Water Right Ownership: 27-7095, 27-12030 (Split into 27-12030 and **27-12334**)

Dear Water Right Holder:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water rights to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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) 287-4920 or debbi.judd@idwr.idaho.gov.

Sincerely,

Debbi Judd

Technical Records Specialist

Enclosures

c. W Sherman Whitten

Water District 120 – *via email* Water District 27 – *via email*

Cefalo, James

From: Cefalo, James
Sent: Wednesday, June 29, 2022 4:38 PM
To: patolsen3@msn.com
Subject: Notice of Change in Water Right Ownership for WRs 27-7095 and 27-12030

Dear Property Owner,

Our office recently received your Notice of Change in Water Right Ownership, proposing to update the ownership records for water rights 27-7095 and 27-12030 from Sherman Whitten to Kinney Ranch LLC. After an initial review of the notice, I have determined that the notice is deficient. This email is intended to describe the deficiency and give you an opportunity to provide additional information.

Your notice, and the associated filing fee, indicates that you are the new owner of the entirety of water rights 27-7095 and 27-12030. The deed you provided, however, does not cover the entire place of use for water right 27-12030. The place of use for water right 27-12030 not only covers the SWNE, SENE and NWSE of Section 22, T02S, R36E (which you own), but also covers 31.4 acres in the SWSW of Section 14, T02S, R36E (which is not described in the Warranty Deed attached to your notice).

Please provide a copy of the deed from Whitten to Kinney Ranch LLC for the SWSW of Section 14, T02S, R36E. In the alternative, if you do not own the SWSW of Section 14, water right 27-12030 will have to be split. The filing fee for splitting a water right is \$100 per split right. Therefore, your total filing fee for the ownership change would be \$125. You have already paid \$50. If you do not own the SWSW of Section 14, and water right 27-12030 will be split, please send the additional filing fee (\$75) to our Idaho Falls office with a reference to your ownership change. We will then split water right 27-12030 and update the ownership records for water rights 27-7095 and your portion of water right 27-12030. Please provide a copy of the deed for the SWSW of Section 14 or the additional filing fee within 30 days or your ownership change notice will be returned. Feel free to contact me with any questions.

 IDAHO DEPARTMENT OF
WATER RESOURCES
James Cefalo | Regional Manager
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(208) 525-7161 | www.idwr.idaho.gov