

RECEIVED ✓

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

MAY 04 2022

DEPT OF WATER RESOURCES
SOUTHERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
37-10434	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Cover Farms
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Berny L. and Janet E. Marquez
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1276 E 1031 N 890 N. 2nd St Richfield ID 83349
Mailing address City State ZIP
208-539-5379
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: April 18, 2022
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
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: [Signature] 04/18/2022
Signature of new owner/claimant Title, if applicable Date

Signature: [Signature] 04/18/2022
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by SG Date 5/4/22 Receipt No. 5039222 Receipt Amt. \$2500

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

Name on W-9 _____ Approved by _____ Processed by DM Date 5.23.2022

LINCOLN COUNTY
Recorded for:
TITLEONE - JEROME
09:24:42 AM 04-21-2022
0000206322
No. Pages 4 Fee: \$15.00
Cindi Sievers
County Clerk
Deputy: SC
Electronically Recorded by Simplifile



Order Number: 22440686

Warranty Deed

For value received,

Cover Farms Partnership, a Partnership composed of John W. Cover, Elizabeth K. Cover, John W. Cover, Jr. Michelle Cover, Kathryn S. Cover, Andrew B. Cover, Susan Clements and Travis Clements

the grantor, does hereby grant, bargain, sell, and convey unto

Berny L Marquez and Janet E Marquez, husband and wife

whose current address is 890 N 2nd St. Richfield, ID 83349

the grantee, the following described premises, in Lincoln County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Dated: April 14, 2022

Cover Farms Partnership

By: John W Cover, Jr.

John W Cover, Jr, Partner

State of Arizona, County of Pima, ss.

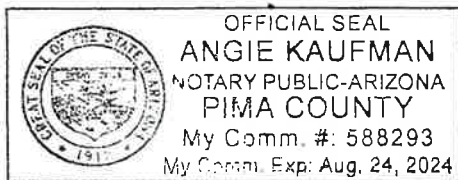
On this 15 day of April in the year of 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared John W Cover, Jr. known or identified to me to be the of the partner(s) in the partnership of Cover Farms Partnership and the partner(s) who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said partnership name.

Angie Kaufman
Notary Public

Residing at: Pima Continental Kd BNA 85402

My Commission Expires: 08/24/2024

(seal)



Dated: April 14, 2022

Cover Farms Partnership

By

Andrew B. Cover
Andrew B. Cover, Partner

By:

Elizabeth Kay Cover
Elizabeth Kay Cover, Partner

State of Texas, County of Dallam, ss.

On this 18 day of April in the year of 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew B. Cover & Elizabeth Kay Cover known or identified to me to be the of the partner(s) in the partnership of Cover Farms Partnership and the partner(s) who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said partnership name.

Robynne Anderson

Notary Public

Residing at: Dallam Co

My Commission Expires: 11-15-2025
(seal)

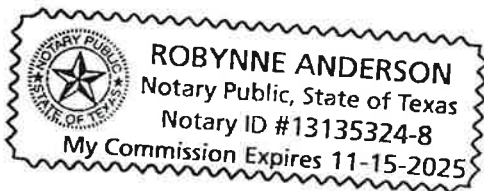


EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

PARCEL NO. 2:
TOWNSHIP 4 SOUTH, RANGE 19, EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 9: $NE\frac{1}{4}SW\frac{1}{4}$; $NW\frac{1}{4}SE\frac{1}{4}$

PARCEL NO. 3:
TOWNSHIP 4 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 9: $SE\frac{1}{4}SW\frac{1}{4}$; $S\frac{1}{2}SE\frac{1}{4}$

PARCEL NO. 5:
TOWNSHIP 4 SOUTH, RANGE 19, EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

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

PARCEL NO. 6:
TOWNSHIP 4 SOUTH, RANGE 19, EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 17: $NE\frac{1}{4}$

LINCOLN COUNTY
Recorded for:
TITLEONE - JEROME
09:24:38 AM 04-21-2022
0000206321
No. Pages 4 Fee: \$15.00
Cindi Sievers
County Clerk
Deputy: SC
Electronically Recorded by Simplifile



TitleOne
a title & escrow co.

Order Number: 22440686

Warranty Deed

For value received,

Cover Farms Partnership

the grantor, does hereby grant, bargain, sell, and convey unto

Berny L Marquez and Janet E Marquez, husband and wife

whose current address is 890 N 2nd St. Richfield, ID 83349

the grantee, the following described premises, in Lincoln County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Dated: April 14, 2022

Cover Farms Partnership

By: _____
John W Cover, Jr, Partner

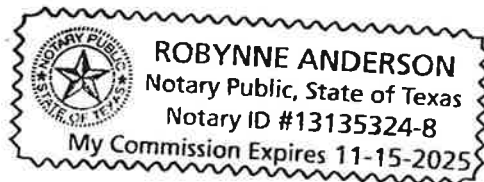
By: Andrew B Cover
Andrew B. Cover, Partner

By: Elizabeth Kay Cover
Elizabeth Kay Cover, Partner

State of Texas, County of Dallam, ss.

On this 18 day of April in the year of 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew B Cover & Elizabeth Kay Cover known or identified to me to be the of the partner(s) in the partnership of Cover Farms Partnership and the partner(s) who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said partnership name.

Robynne Anderson
Notary Public
Residing at: Dallam Co
My Commission Expires: 11-15-2025
(seal)



Dated: April 14, 2022

Cover Farms Partnership

By:

John W Cover, Jr, Partner

By:

Andrew B. Cover, Partner

By:

Elizabeth Kay Cover, Partner

State of Arizona, County of Pima, ss.

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Angie Kaufman
Notary Public

Residing at:

My Commission Expires:

(seal)

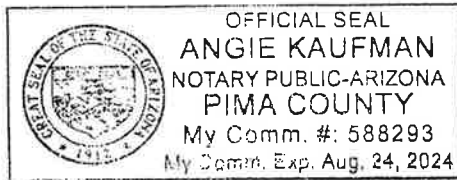


EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

PARCEL NO. 1:
TOWNSHIP 4 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 9: NE¼SE¼

LINCOLN COUNTY
Recorded for:
TITLEONE - JEROME
09:24:47 AM 04-21-2022
0000206323
No. Pages 4 Fee: \$15.00
Cindi Slevers
County Clerk
Deputy: SC
Electronically Recorded by Simplifile



Order Number: 22440686

Warranty Deed

For value received,

Cover Farms, a Texas general partnership

the grantor, does hereby grant, bargain, sell, and convey unto

Berny L Marquez and Janet E Marquez, husband and wife

whose current address is 890 N 2nd St. Richfield, ID 83349

the grantee, the following described premises, in Lincoln County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Dated: April 14, 2022

Cover Farms Partnership

By: John W Cover, Jr.
John W Cover, Jr, Partner

State of Arizona, County of Pima, ss.

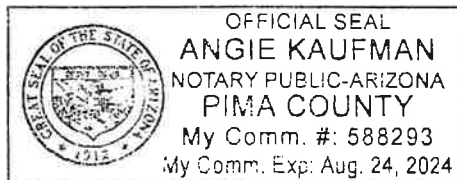
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Angie Kaufman
Notary Public

Residing at:

My Commission Expires

(seal)



Dated: April 14, 2022

Cover Farms Partnership

By Andrew B. Cover
Andrew B. Cover, Partner

By: Elizabeth Kay Cover
Elizabeth Kay Cover, Partner

State of Texas, County of Dallam, ss.

On this 18 day of April in the year of 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew B. Cover & Elizabeth Kay Cover known or identified to me to be the of the partner(s) in the partnership of Cover Farms Partnership and the partner(s) who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said partnership name.

Robynne Anderson
Notary Public
Residing at: Dallam Co
My Commission Expires: 11-15-2025
(seal)

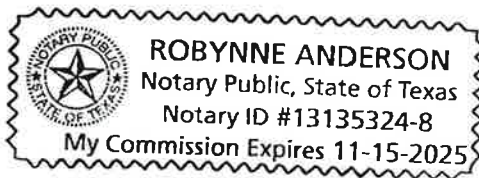


EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

PARCEL NO. 4:
TOWNSHIP 4 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 10: Part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$, being more particularly described as follows:

Commencing at the Southwest corner of said Section 10, from which the West One Quarter (W $\frac{1}{4}$) corner of Section 10 bears North 00°09'52" East, 2642.69 feet; Thence North 00°09'52" East along the West boundary of the SW $\frac{1}{4}$ of Section 10 for a distance of 1321.35 feet to the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10 and THE TRUE POINT OF BEGINNING;

Thence South 89°47'40" East along the South boundary of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10 for a distance of 1317.73 feet to the Southeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10;

Thence North 00°02'01" East along the East boundary of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10 for a distance of 1327.55 feet to the Southeast corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10;

Thence North 00°13'24" West along the East boundary of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10 for a distance of 481.18 feet;

Thence North 31°56'19" West for a distance of 603.90 feet, more or less, to a point in the center of a Big Wood Canal Company irrigation lateral;

Thence along the center of the irrigation lateral on approximately the following courses:

South 88°37'35" West, 119.77 feet to the point of curvature of a non-tangent curve left;

Southwesterly along the arc of the non tangent curve left - 196.11 feet, said arc having a radius of 230.51 feet and a chord bearing and distance of South 40°28'17" West, 190.25 feet;

South 07°43'52" West, 134.46 feet to the point of curvature of a non-tangent curve right;

Southwesterly along the arc of the non-tangent curve right, 189.70 feet, said arc having a radius of 120.00 feet and a chord bearing and distance of South 53°01'07" West, 170.55 feet;

South 46°59'00" West, 73.38 feet;

South 69°49'48" West, 112.22 feet to the point of curvature of a curve left;

Southwesterly along the arc of the curve left 99.05 feet, said arc having a radius of 220.00 feet and a chord bearing and distance of South 56°55'56" West, 98.21 feet;

South 44°02'04" West, 88.37 feet to the point of curvature of a curve right;

Southwesterly along the arc of the curve right, 139.28 feet, said arc having a radius of 200.00 feet and chord bearing and distance of South 63°59'08" West, 136.49 feet;

South 83°56'13" West, 173.40 feet to a point on the West boundary of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10;

Thence South 00°21'02" East along the West boundary of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10 for a distance of 327.65 feet to the Northwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10;

Thence South 00°09'52" West along the West boundary of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10 for a distance of 1321.35 feet to THE TRUE POINT OF BEGINNING.



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

May 23, 2022

BERNY L MARQUEZ
JANET E MARQUEZ
890 N 2ND ST
RICHFIELD ID 83349-4903

Re: Change in Ownership for Water Right No(s): 37-10434

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you. You will notice that Capital Farm Credit FLCA is copied on the letter, because they hold a security interest on this water right. The Department can remove the security interest from these water right records with written authorization from Capital Farm Credit FLCA.

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Capital Farm Credit FLCA
TilteOne, Jerome, Idaho (File #22440686)



237 N. Lincoln
Jerome, ID 83338
Ph. (208) 324-3357
Fx. (866) 310-3443
www.titleonecorp.com

RECEIVED

MAY 04 2022

DEPT OF WATER RESOURCES
SOUTHERN REGION

Idaho Department of Water Resources
650 Addison Ave W, STE 500
Twin Falls, ID 83301

Date: 05/03/2022

Escrow No. 22440686
Borrower/Buyer: Berny L Marquez and Janet E Marquez
Property: Bare Ground, Richfield, ID 83349

Greetings,

Enclosed please find the following documents in connection to the above referred to transaction.

- TitleOne Check no. 41397 in the amount of \$25.00
- Notice of Change in Water Right Ownership
- Copy of Recorded Warranty Deed (x3)

Please return receipted copy to TitleOne in Jerome. Should you have any questions or concerns please do not hesitate to call the number listed above.

Best Regards,

Alyssa Olsen
Ag Escrow Assistant