

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED ✓

JAN 11 2021

Notice of Change in Water Right Ownership

DEPT OF WATER RESOURCES
SOUTHERN REGION

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?
37-8751	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-7458A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-11157	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Shady Grove Dairy Properties, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Riverbend Dairy
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 3308 S. 1600 E. Wendell ID 83355
Mailing address City State ZIP
(208) 539-6617
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: 12/30/2020
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.

SUPPORT DATA

IN FILE # 37-7458A

8. Signature: _____
Signature of new owner/claimant Title, if applicable Date
- Signature: Chris Roeloffs Member of Arie Roeloffs, LLC, Partne 12/30/20
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by SG Date 1/11/21 Receipt No. 5038337 Receipt Amt. \$75.00

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 BW Date 1/26/21

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

Instrument # 271222
GOODING COUNTY, GOODING, IDAHO
12-31-2020 14:07:21 No. of Pages: 8
Recorded for: TITLEONE - TWIN FALLS
DENISE GILL Fee: \$15.00
Ex-Officio Recorder Deputy: DAL
Electronically Recorded by Simplifile

20393431

WARRANTY DEED

FOR VALUE RECEIVED,

SHADY GROVE DAIRY PROPERTIES, LLC, an Idaho limited liability company, the "Grantor", does hereby grant, bargain, sell and convey unto **RIVERBEND DAIRY**, an Idaho general partnership, whose address is 3308 S. 1600 E., Wendell, Idaho 83355, the "Grantee", the following described premises located in Gooding County, Idaho, to wit:

PARCEL NO. 1:

TOWNSHIP 6 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 3: SE $\frac{1}{4}$ (formerly described as E $\frac{1}{2}$ S $\frac{1}{2}$) SAVE AND EXCEPT for highway purposes described as follows:

A parcel of land being on the Northerly side of the centerline of U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the S $\frac{1}{2}$ of Section 3, described as follows, to-wit:

Beginning at the Southeast corner of Section 3, which bears North 0°27'54" East, 33.19 feet from Station 285+36.52 of said U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey;
Thence South 89°55'59" West along the South line of said Section 3, 5292.51 feet to the Southwest corner of said Section 3, which bears North 0°03'33" West, 33.22 feet from Station 232+44.30 of said Highway Survey;
Thence North 0°05'27" East along the West line of said Section 3, 28.78 feet to a point in a line parallel with and 60.0 feet Northerly from the centerline and bears North 0°03'33" West from Station 232+44.39 of said Highway Survey;
Thence along said parallel line as follows:
North 89°56'27" East, 5102.90 feet to a point opposite Station 283+47.29 of said Highway Survey, East along an 11,519.16 foot radius curve right 105.55 feet to a point opposite Station 284+52.29 of said Highway Survey, South 89°32'06" East, 84.15 feet to a point in the East line of said Section 3, and bears North 0°27'54" East for Station 285+36.44 of said Highway Survey;
Thence South 0°18'19" West along said East line 26.81 feet to THE PLACE OF BEGINNING.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho Plane Coordinate System, based on transverse mercator projection for the Central Zone of Idaho. To convert to geodetic bearings, a correction of 0°26'41" must be subtracted from all Northeast and Southwest bearings and added to all Northwest and Southeast bearings.

PARCEL NO. 2

TOWNSHIP 6 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 2: That part of the N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying South and West of the "South Gooding Main" of Big Wood Canal Company,

EXCEPTING THEREFROM the following described tract of land:

The following bearings as shown in the following description, unless otherwise noted are from the Idaho Plane Coordinate System, based on the transverse mercator projection for the Central Zone of Idaho. To convert to geodetic bearings, a correction of 0°26'41" must be subtracted from all Northeast and Southwest bearings and added to all Northwest and Southeast bearings;

Beginning at the Southwest corner of Section 2, which bears North 0°27'54" East, 33.19 feet from Station 285+36.52 of said U.S. Highway No. 20-26, Project No. F-2351(3) Highway Survey;

Thence North 0°18'19" East, along the West line of said Section 2, 26.81 feet;

Thence South 89°32'06" East, 1315.70 feet to the East line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence South 0°18'19" West, along the East line of SW $\frac{1}{4}$ SW $\frac{1}{4}$, 21.73 feet to the Southeast corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence North 89°45'22" West, along the South line of Section 2, 1315 feet, more or less, to THE POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 6 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 10: NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$

PARCEL NO. 4:

TOWNSHIP 6 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 10: A tract of land being in the E $\frac{1}{2}$ NE $\frac{1}{4}$, more particularly described as follows:

Commencing at the Northeast corner of said Section 10, marked by a found 3/4 inch rebar; Thence along the East line of said Section 10, South 00°40'06" West, a distance of 719.32 feet to the Southeast corner of a tract of land conveyed to Juan and Carmen Ramos by Instrument Number 209175 in the Gooding County Recorder's Office, marked by a set 5/8 inch x 30 inch rebar and plastic cap, and being also the POINT OF BEGINNING;

Thence continuing along the East line of said Section 10, South 00°40'06" West, a distance of 152.24 feet to a corner of a tract of land conveyed to Todd C. Summers by Instrument #176010 in the Gooding County Recorder's Office, marked by a set 5/8 inch x 30 inch rebar and cap;

Thence following the lines of said Summers tract the following courses and distances:

South 89°46'18" West, a distance of 38.00 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

South 36°28'13" West, a distance of 89.70 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

South 43°29'44" West, a distance of 74.08 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

South 29°05'20" West, a distance of 135.83 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

South 38°01'31" West, a distance of 35.18 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

Thence South 64°59'33" West, a distance of 101.60 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

South 36°04'34" West, a distance of 113.42 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

South 30°42'42" West, a distance of 48.32 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

Thence South 27°53'41" West, a distance of 64.81 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

Thence South 57°58'01" West, a distance of 148.22 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

Thence leaving the lines of said Summers tract and continuing South 05°03'22" West, a distance of 447.53 feet to a corner of said Summers tract marked by a set 5/8 inch x 30 inch rebar and plastic cap;

Thence continuing along the lines of said Summers tract the following courses and distances:

South 12°06'22" West, a distance of 57.01 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

South 79°58'34" West, a distance of 283.07 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

North 83°56'52" West, a distance of 182.78 feet to a set 5/8 inch x 30 inch rebar and plastic cap;

Thence leaving the lines of said Summers tract and continuing North 89°09'36" West, a distance of 251.35 feet to the Southeast corner of the NE¼SW¼NE¼ of said Section 10, marked by a set 5/8 inch x 30 inch rebar and plastic cap;

Thence along the East line of the West ½ of said Section 10, North 00°31'54" East, a distance of 1890.27 feet to the South line of the right-of-way of U.S. Highway 20-26, Project #F-2351(3) as conveyed by Instrument #15173 in the Gooding County Recorder's Office, marked by a found 5/8 inch rebar;

Thence along the South line of said right-of-way, North 89°56'29" East, a distance of 1115.59 feet to the Northwest corner of a tract of land conveyed to Benigno and Estefania Mamani by Instrument #175794 in the Gooding County Recorder's Office, marked by a 5/8 inch rebar;

Thence along the West lines of said Ramos and Mamani tracts, South 00°40'06" West, a distance of 626.21 feet to the Southwest corner of said Mamani tract, from which a set 5/8 inch x 30 I ch rebar with plastic cap bears North 89°50'14" West 1.0 feet and another set 5/8 inch x 30 inch rebar and plastic cap bears South 89°50'14" East 1.0 feet;
Thence along the South line of said Mamani tract, South 89°50'14" East, a distance of 208.71 feet to the POINT OF BEGINNING.

Together with all water rights appurtenant thereto, including but not limited to Water Rights Nos. 37-8751, 37-7458A, and 37-11157 and 285 shares of the Big Wood Canal Company (American Falls Reservoir District No. 2 delivery)

TO HAVE AND TO HOLD the premises, with their appurtenances unto the Grantee, its successors and assigns forever. The Grantors do hereby covenant to and with the Grantee, that they are the owners of the premises; that they will warrant and defend the same from all lawful claims whatsoever, except as hereinabove specifically provided, and the specific exceptions listed below:

1. Taxes and assessments for 2021 and future years.
2. The land described herein is located within the boundaries of American Falls Reservoir District No. 2 and is subject to any assessments levied thereby.
3. The land described herein is located within the boundaries of Big Wood Canal Company and is subject to any assessments levied thereby.
4. The land described herein is located within the boundaries of North Snake Ground Water District and is subject to any assessments levied thereby.
5. Right of way for canals, laterals and waste ditches of Big Wood Canal Company.
6. County Road Right-of-ways and the rights of access thereto for maintenance of said.
7. Ditch, road, and public utility easements as the same may exist over said premises.

PARCEL NOS. 1 AND 2

8. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.
Granted to: Idaho Power Company, a corporation
Recorded: September 13, 1938
Instrument No.: 71537
(Covers a portion of the S½SW¼ and S½SE¼ of Section 3, Township 6 South, Range 15, East Boise Meridian)
9. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.
Granted to: Idaho Power Company, a corporation
Recorded: October 3, 1951
Instrument No.: 116422
(Covers the NE¼SW¼ of Section 2, Township 6 South, Range 15, East Boise Meridian)
10. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.
Granted to: Idaho Power Company, a corporation

Recorded: February 4, 1954

Instrument No.: 123376

(Covers the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, Township 6 South, Range 15, East Boise Meridian)

11. Restriction of access contained in Warranty Deed given by James L. Berry, also known as J. L. Berry and Dorothy Berry, husband and wife, to the State of Idaho

Dated: May 6, 1965

Recorded: June 24, 1965

Instrument No.: 15174

(Covers a portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2 and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 6 South, Range 15, East Boise Meridian) (Exchange Deed given by the State of Idaho, Acting by and through its Idaho Transportation Board for the Division of Highways, to A. E. Dumars and Leota Dumars, husband and wife, dated June 5, 1975, recorded June 17, 1975 as Instrument Number 55196, Gooding County records)

12. Conditions and restrictions contained in Warranty Deed given by Eldred T. Jones and Herbert Jones, husband and wife; Blain H. Olsen and Mardell M. Olsen, husband and wife, first parties, and the State of Idaho, party of the second part

Dated: January 28, 1965

Recorded: August 12, 1965

Instrument No.: 15563

(Covers a portion of the S $\frac{1}{2}$ of Section 3, Township 6 South, Range 15, East Boise Meridian)

13. An easement for the purpose shown below and rights incidental thereto as set forth in Deed.

Granted to: State of Idaho and the Big Wood Canal Company

Recorded: August 12, 1965

Instrument No.: 15565

(Granting the right to go upon, occupy, and use a portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3, Township 6 South, Range 15, East Boise Meridian, for the purpose of constructing or installing thereon irrigation facilities)

14. Terms and conditions of a License by and between the Big Wood Canal Company, an Idaho Corporation, Licensor, and Blaine Olsen, Licensee, dated June 11, 1976, recorded July 2, 1976 as Instrument Number 60317, Gooding County records. (Pertaining to a pivot sprinkler system in the SE $\frac{1}{4}$ of Section 3, Township 6 South, Range 15, East Boise Meridian)

15. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.

Granted to: Idaho Power Company, a corporation

Recorded: April 19, 1977

Instrument No.: 64260

(Covers the West 100 feet of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, Township 6 South, Range 15, East Boise Meridian)

16. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.

Granted to: Idaho Power Company, a corporation

Recorded: September 1, 1978

Instrument No.: 72162

(Covers a portion of the SW¹/₄SW¹/₄ and NW¹/₄SW¹/₄ of Section 2, Township 6 South, Range 15, East Boise Meridian)

17. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.

Granted to: Idaho Power Company, a corporation

Recorded: May 6, 1980

Instrument No.: 82968

(Covers a portion of the NE¹/₄SW¹/₄ of Section 2, Township 6 South, Range 15, East Boise Meridian)

18. An easement for the purpose shown below and rights incidental thereto as set forth in Grant of Easement.

Granted to: Farm Credit Bank of Spokane

Purpose: Pertaining to an easement for operation and water over spray of pivot irrigation system.

Recorded: August 24, 1989

Instrument No.: 137737

19. Order of the Board of Directors of the North Snake Ground Water District on the Petitions for Annexation of Land and Facilities into the North snake Ground Water District dated June 18, 2002, recorded July 18, 2002 as Instrument No. 196111, records of Gooding County, Idaho.

20. Insurance to any movable and/or non-fixed mobile homes or manufactured housing units located on the land described herein, which do not constitute permanent improvements to the real property, is hereby excepted.

PARCEL NOS. 3 AND 4

21. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.

Granted to: Idaho Power Company, a corporation

Recorded: December 13, 1946

Instrument No.: 98925

(Covers the SE¹/₄NE¹/₄ of Section 10, Township 6 South, Range 15, East Boise Meridian)

22. Relinquishment of Access contained in Warranty Deed given by William E. Gehrig and Ella A. Gehrig, husband and wife, Grantors, to the State of Idaho, Grantee

Dated: May 6, 1963

Recorded: June 24, 1965

Instrument No.: 15173

(Covers a portion of NE¹/₄NE¹/₄ of Section 10 and a portion of the NW¹/₄NW¹/₄ of Section 11, Township 6 South, Range 15, East Boise Meridian)

23. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.

Granted to: Idaho Power Company, a corporation

Recorded: December 29, 1976

Instrument No.: 62556

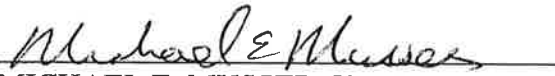
(Covers the NE¹/₄NE¹/₄ of Section 10, Township 6 South, Range 15, East Boise Meridian)

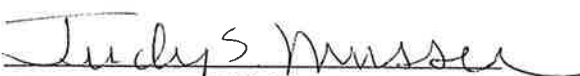
24. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.
Granted to: Idaho Power Company, a corporation
Recorded: October 5, 1982
Instrument No.: 97241
(Covers a portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Township 6 South, Range 15, East Boise Meridian)
25. Terms and Conditions of Agreement by and between Denny Summers, Grantor, and Todd Summers, Grantee
Recorded: June 18, 1998
Instrument No.: 176011

DATED THIS 30 day of December, 2020.

"GRANTOR"
SHADY GROVE DAIRY PROPERTIES, LLC
An Idaho limited liability company

MICHAEL AND JUDY MUSSER FAMILY TRUST, Sole Member

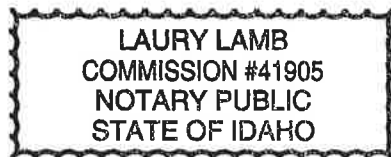

MICHAEL E. MUSSER, Trustee

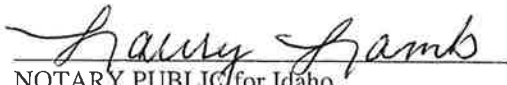

JUDY S. MUSSER, Trustee

STATE OF IDAHO)
 :SS.
County of Jerome)

On this 30 day of Dec., 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MICHAEL E. MUSSER, as Trustee of the MICHAEL AND JUDY MUSSER FAMILY TRUST, sole Member of SHADY GROVE DAIRY PROPERTIES, LLC, an Idaho limited liability company, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

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

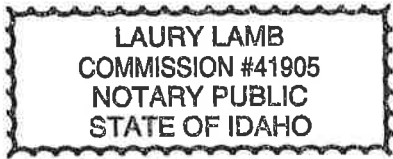



NOTARY PUBLIC for Idaho
Residing at: Residing In: Jerome, Idaho
Commission Expires: Commission Expires: 04/02/2022

STATE OF IDAHO)
 :SS.
County of Terome)

On this 30 day of December, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JUDY S. MUSSER, , as Trustee of the MICHAEL AND JUDY MUSSER FAMILY TRUST, sole Member of SHADY GROVE DAIRY PROPERTIES, LLC, an Idaho limited liability company, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same in such capacity.

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



Laury Lamb
NOTARY PUBLIC for Idaho
Residing at: _____ Residing In: Terome, Idaho
Commission Expires Commission Expires: 04/02/2022



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman

Director

January 26, 2021

RIVERBEND DAIRY
3308 S 1600 E
WENDELL ID 83355-3227

Re: Change in Ownership for Water Right No(s): 37-8751, 37-7458A, and 37-11157

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) 736-3033.

Sincerely,

A handwritten signature in cursive script that reads "Benny Walker".

Benny Walker
Senior Water Resource Agent

Enclosure(s)

Cc: TitleOne: Jerome, File: 20393431
WD 130



237 N. Lincoln
Jerome, ID 83338
Ph. (208) 324-5613
Fx. (866) 310-3443
www.titleonecorp.com

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

RECEIVED

JAN 11 2021

DEPT OF WATER RESOURCES
SOUTHERN REGION

Date: 01/08/2021

Escrow No. 20393431

Greetings,

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

- TitleOne Check no. 32344 in the amount of \$75.00
- Notice of Change in Water Right Ownership
- Copy of Original Recorded Warranty Deed Instrument no. 271222

Should you have any questions please feel free to call the number listed above.

Best Regards,

Alyssa Olsen
Ag Escrow Assistant