

RECEIVED

JUL 02 2020

DEPT OF WATER RESOURCES  
SOUTHERN REGIONSTATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## 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?
36-8490	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
36-15220	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: Northside Dairy; Paul Ciocca; Dawna Ciocca  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Hurtado Holsteins, LLC  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 2306 E. 3400 S Wendell ID 83355  
Mailing address City State ZIP
- 208-539-3799 hurtado dairy@yahoo.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: 6/11/2020
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 # 36-8490

8. Signature: [Signature] Authorized Representative 6/11/2020  
Signature of new owner/claimant Title, if applicable Date
- Signature: \_\_\_\_\_ Title, if applicable Date

## For IDWR Office Use Only:

Received by DM Date 7-2-2020 Receipt No. 5038014 Receipt Amt. \$50-

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 8-8-2020

## **Exhibit A**

**Exhibit A = Warranty Deed**

18309474

**WARRANTY DEED**

FOR VALUE RECEIVED,

**NORTHSIDE DAIRY**, an Idaho general partnership, **SEAN CIOCCA**, **RUSSELL CIOCCA**, and **THE ESTATE OF PAUL EDWARD CIOCCA**, aka **PAUL E. CIOCCA**, aka **PAUL CIOCCA**, deceased, Partners; **THE ESTATE OF PAUL EDWARD CIOCCA**, also shown of record as **PAUL E. CIOCCA** and **PAUL CIOCCA**, deceased, and **DAWNA M. CIOCCA**, an unmarried woman, collectively the "Grantors", do hereby grant, bargain, sell and convey unto **HURTADO HOLSTEINS, LLC**, an Idaho limited liability company, whose address is 2306 East 3600 South Wendell, Idaho 83355, the "Grantee", the following described premises located in Jerome County, Idaho, to wit:

TRACT 1

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

Section 11: SW $\frac{1}{4}$ NW $\frac{1}{4}$ ;

That part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ , described as follows:

Beginning at the Southwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Thence South 89°42' East, 1322.12 feet to the Southeast corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Thence North 0°02' West, 602.27 feet along the East line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$  to intersect  
the centerline of the North Side Canal Company, S-2 Canal, as presently  
constructed;  
Thence along the centerline of said S-2 Canal the following distances and courses:  
North 75°33' West, 120.18 feet;  
South 89°55' West, 119.02 feet;  
South 68°57' West, 287.70 feet;  
North 70°57' West, 143.05 feet;  
North 39°25' West, 94.73 feet;  
North 9°37' West, 211.48 feet;  
North 56°37' West, 128.60 feet;  
North 73°39' West, 346.09 feet;  
North 47°41' West, 148.89 feet;  
South 42°19' West, 20 feet;  
North 89°42' West, 25 feet to the West line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Thence South 0°02' East, 1104 feet along the West line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$  to THE  
POINT OF BEGINNING.

TRACT 2

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

Section 11: SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;

EXCEPTING THEREFROM a parcel of land in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ , described as follows:

Beginning at the South Quarter Corner for Section 11;  
Thence North 0°03'36" East 1320.18 feet along the Easterly boundary of the Southwest Quarter (SW $\frac{1}{4}$ ) to the Southeast Corner of NE $\frac{1}{4}$ SW $\frac{1}{4}$  marked with a steel pin and survey cap the TRUE POINT OF BEGINNING;  
Thence North 0°03'36" East 295.16 feet along the Easterly boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Thence North 89°41'34" West 295.16 feet;  
Thence South 0°03'36" West 295.16 feet to the Southerly boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Thence South 89°41'34" East 295.16 feet along said Southerly boundary to the TRUE POINT OF BEGINNING.

TRACT 3

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

Section 10: N $\frac{1}{2}$ SE $\frac{1}{4}$ , EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Southeast corner of Section 10, Township 8 South, Range 16, East of the Boise Meridian;  
Thence North 0°02' West, 1321.91 feet to the East side of the canal bank and to the TRUE POINT OF BEGINNING;  
Thence North 0°02' West, 265.00 feet;  
Thence South 89°58' West, 390.00 feet more or less to the East side of the canal bank;  
Thence South 11°47' West, 81.70 feet;  
Thence South 14°43' East, 110.00 feet;  
Thence South 2°23' East, 43.20 feet;  
Thence South 2°09' West, 34.90 feet, all along the East side of the canal bank;  
Leaving said canal bank and proceeding North 89°58' East, 380.00 feet to the TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM a parcel of land in the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section, described as follows:

Commencing at the Southeast corner of Section 10;  
Thence North 0°02'00" West, 1321.91 feet along the East section line of Section 10 to a

found ½" rebar, marking the Southeast corner of the NE¼SE¼;  
Thence continuing North 0°02'00" West, 265.00 feet along said line to THE TRUE  
POINT OF BEGINNING;  
Thence South 88°55'13" West, 390.45 feet to a point on an irrigation canal;  
Thence North 14°52'07" East, 39.16 feet along said canal to a point;  
Thence North 17°16'38" West, 229.57 feet along said canal to a point;  
Thence North 74°28'49" East, 207.69 feet along said canal to a point;  
Thence North 24°24'14" East, 116.65 feet along said canal to a point;  
Thence South 88°15'37" East, 200.12 feet along said canal to a point on the East section  
line of Section 10;  
Thence South 0°02'00" East, 412.72 feet along the East section line of Section 10 to THE  
TRUE POINT OF BEGINNING.

#### TRACT 4

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

Section 3: That part of the E½SW¼ described as follows:

Beginning at the South quarter corner for Section 3, marked with a ½" steel pin and  
survey cap, being THE TRUE POINT OF BEGINNING;  
Thence North 0°03'02" East 1320.71 feet along the Easterly boundary of E½SW¼ to the  
Northeast corner for the SE¼SW¼;  
Thence North 0°03'02" East 629.01 feet along the Easterly boundary for E½SW¼;  
Thence North 89°32'23" West 1321.47 feet to the Westerly boundary of E½SW¼;  
Thence South 0°03'29" West 629.01 feet along the Westerly boundary of E½SW¼ to the  
Northwest corner of SE¼SW¼;  
Thence South 0°03'29" West 1321.67 feet along the Westerly boundary of E½SW¼ to  
the Southwest corner for SE¼SW¼;  
Thence South 89°34'54" East 1321.72 feet along the Southerly boundary of Section 3 to  
THE TRUE POINT OF BEGINNING.

#### TRACT 5

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

Section 10: N½NE¼, EXCEPTING THEREFROM that part of the NW¼NE¼,  
described as follows:

Commencing at the North quarter section corner of Section 10, being THE TRUE POINT  
OF BEGINNING;  
Thence South 0°07'55" East along the West boundary of said NW¼NE¼, 511.29 feet;  
Thence North 74°13'55" East, 87.18 feet;

Thence North 89°03'20" East, 138.42 feet;  
Thence South 48°35'00" East, 80.77 feet;  
Thence North 55°56'25" East, 141.18 feet;  
Thence North 32°26'25" East, 155.89 feet;  
Thence North 4°24'30" East, 326.90 feet to a point on the North boundary of the  
NW¼NE¼;  
Thence North 89°45'15" West, 509.76 feet along the North boundary of the NW¼NE¼ to  
THE TRUE POINT OF BEGINNING.

TRACT 6

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

Section 10: S½NE¼

TRACT 7

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

Section 3: Part NE¼SW¼, more particularly described as follows:

Beginning at the South Quarter corner of Section 3 marked with a ½" (one-half inch)  
steel pin;  
Thence North 0°03'02" East 1949.72 feet along the Easterly boundary of the SW¼ of  
Section 3;  
Thence North 89°32'24" West 662.31 feet to the TRUE POINT OF BEGINNING marked  
with a ½" (one-half inch) steel pin and survey cap;  
Thence North 89°32'24" West 659.16 feet to the Westerly boundary of NE¼SW¼;  
Thence North 0°03'29" East 692.69 feet along said Westerly boundary to the Northwest  
corner of the NE¼SW¼;  
Thence South 89°29'55" East 693.58 feet along the Northerly boundary of the  
NE¼SW¼;  
Thence South 2°54'21" West 692.80 feet along an existing fence to the TRUE POINT OF  
BEGINNING.

TRACT 8

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

Section 14: W½NE¼, EXCEPTING THEREFROM that parcel more particularly  
described as follows:

Beginning at the Northeast corner of Section 14;  
Thence South 89°59'11" West 1322.44 feet along the Northerly boundary of Section 14  
to the Northeast corner of the W½NE¼ and THE TRUE POINT OF  
BEGINNING;  
Thence South 89°59'11" West 145.00 feet along the Northerly boundary of Section 14;  
Thence South 0°14'05" East 220.10 feet;  
Thence 145.91 feet Southeasterly along a Curve Right having a Radius of 675.00 feet and  
a Chord of South 35°57'18" East 145.63 feet;  
Thence North 89°59'11" East 59.97 feet to the Easterly boundary of W½NE¼;  
Thence North 0°14'05" West 338.00 feet along said Easterly boundary of W½NE¼ to  
THE TRUE POINT OF BEGINNING.

TRACT 9

TOWNSHIP 7 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,  
JEROME COUNTY, IDAHO

Section 36: W½SW¼, EXCEPTING THEREFROM the following described parcel of  
land:

Beginning at the Southwest corner of Section 36;  
Thence South 89°28'33" East, 1317.59 feet along the Southerly boundary of Section 36 to  
the Southeast corner of W½SW¼;  
Thence North 0°04'29" East, 1322.16 feet along the Easterly boundary of W½SW¼ to  
the Southeast corner of NW¼SW¼ and THE TRUE POINT OF BEGINNING;  
Thence North 0°04'29" East, 364.14 feet along the Easterly boundary of NW¼SW¼;  
Thence South 85°30'19" West, 161.76 feet;  
Thence South 2°33'51" East, 350.50 feet to the Southerly boundary of NW¼SW¼;  
Thence South 89°28'39" East, 145.13 feet along the Southerly boundary of NW¼SW¼ to  
THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM the East forty feet of the SW¼SW¼ of Section 36,  
Township 7 South, Range  
16, East Boise Meridian, as deeded to the Jerome Highway District by Quitclaim Deed  
dated April 6, 1959, recorded  
May 12, 1959 in Book 140 of Deeds Page 471 as Instrument Number 139368, Jerome  
County records.

TRACT 10

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

Section 6: A tract of Land located in Government Lots 3, 4, 5 and 6, the SE¼NW¼ and  
the NE¼SW¼ of said Section, more particularly described as follows:

Beginning at the Northwest corner of said Section 6;  
 Thence South 0°09'40" West a distance of 811.03 feet along the Westerly boundary of said Section 6;  
 Thence South 89°50'20" East a distance of 40.00 feet to a point on the Easterly boundary of a state highway and the intersection of a county road;  
 Thence Easterly along the center of said county road the following courses and distances:  
 South 84°11'26" East a distance of 17.69 feet;  
 Thence South 60°33'23" East a distance of 119.20 feet;  
 Thence South 64°22'32" East a distance of 158.16 feet;  
 Thence South 74°15'43" East a distance of 160.40 feet;  
 Thence South 89°15'36" East a distance of 141.56 feet;  
 Thence North 76°31'54" East a distance of 191.71 feet;  
 Thence North 69°54'23" East a distance of 60.99 feet;  
 Thence South 01°04'47" East a distance of 1704.91 feet to a point 75.00 feet Northerly from the North Bank of the "S" Canal;  
 Thence Westerly parallel with and approximately 75.00 feet Northerly from the North bank of said "S" Canal the following courses and distances:  
 South 61°01'07" West a distance of 220.63 feet;  
 Thence South 80°39'49" West a distance of 225.08 feet;  
 Thence South 71°57'23" West a distance of 169.80 feet;  
 Thence South 89°09'19" West a distance of 132.04 feet;  
 Thence North 88°24'17" West a distance of 132.40 feet to a point on the Easterly boundary of said state highway;  
 Thence North 0°00'00" West a distance of 177.57 feet to the Southerly boundary of said Government Lot 5;  
 Thence North 0°09'40" East a distance of 521.58 feet continuing along the Easterly boundary of said state highway;  
 Thence South 89°50'20" East a distance of 30.00 feet;  
 Thence North 0°09'40" East a distance of 30.00 feet parallel with the Easterly boundary of said state highway;  
 Thence North 89°50'20" West a distance of 30.00 feet to a point on the Easterly boundary of said state highway;  
 Thence North 0°09'40" East a distance of 1278.25 feet to the TRUE POINT OF BEGINNING.

#### TRACT 11

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

Section 6: A tract of land located in Government Lot 3, 6, the SE¼NW¼ and the NE¼SW¼ of said Section, more particularly described as follows:

Beginning at the Northeast corner of said Government Lot 3;



Thence South 1°07'08" East a distance of 466.43 feet along the Easterly boundary of said Government Lot 3 to the center of the "U" Canal and THE TRUE POINT OF BEGINNING;

Thence South 1°07'08" East a distance of 2364.46 feet along the Easterly boundary of said Government Lot 3, the SE¼NW¼ and NE¼SW¼;

Thence North 89°50'34" West a distance of 225.06 feet to a point 30.00 feet Southerly from the center of the "S" Canal;

Thence Westerly parallel with and 30.00 feet distance Southerly from the centerline of said canal the following courses and distances:

North 87°13'11" West a distance of 327.71 feet;

Thence North 81°45'34" West a distance of 274.41 feet;

Thence South 60°57'23" West a distance of 187.19 feet;

Thence South 81°21'11" West a distance of 230.82 feet;

Thence North 0°00'00" West a distance of 49.60 feet to the center of said "S" Canal;

Thence Westerly along the center of said "S" Canal the following courses and distances:

South 80°39'49" West a distance of 11.78 feet;

Thence South 71°57'23" West a distance of 176.93 feet;

Thence South 89°09'19" West a distance of 148.43 feet;

Thence North 88°24'17" West a distance of 131.78 feet to the Easterly boundary of a county road which point lies Easterly 40.00 feet at right angles from the Westerly boundary of said Section 6;

Thence North 0°00'00" West a distance of 95.04 feet along said road boundary to a point 75.00 feet northerly from the North bank of said "S" Canal;

Thence Easterly parallel with and 75.00 feet distance from the Northerly bank of said "S" Canal the following courses and distances:

South 88°24'17" East a distance of 132.40 feet;

Thence North 89°09'19" East a distance of 132.04 feet;

Thence North 71°57'23" East a distance of 169.80 feet;

Thence North 80°39'49" East a distance of 225.08 feet;

Thence North 61°01'07" East a distance of 220.63 feet;

Thence North 1°04'07" East a distance of 1739.67 feet;

Thence North 71°51'40" East a distance of 88.40 feet to a point on curve;

Thence Westerly 84.66 feet on the arc of a non-tangent curve to the right with a radius of 647.96 feet a central angle of 7°29'09" and a chord which bears North 88°25'41" West a distance of 84.60 feet;

Thence North 1°04'47" West a distance of 74.74 feet to the Southerly boundary of the Northside Canal Company property;

Thence North 71°51'40" East a distance of 41.57 feet to a point on the centerline of the "U" Canal;

Thence along the centerline of said canal the following courses and distances:

North 89°39'54" East a distance of 140.24 feet;

Thence North 69°32'35" East a distance of 265.52 feet;

Thence North 53°03'58" East a distance of 258.04 feet;

Thence North 76°43'16" East a distance of 193.85 feet more or less to THE TRUE POINT OF BEGINNING.

Together with all water rights appurtenant thereto.

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 2020 and subsequent years.
2. Liens, levies and assessment of any and all irrigation districts, including but not limited to the American Falls Reservoir District and the rights, powers, and easements of said district as provided by law.
3. Liens, levies and assessment of any and all irrigation districts, including but not limited to the North Side Canal Company and the rights, powers, and easements of said company as provided by law.
4. 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.
5. Right-of-way for roads, canals, laterals and waste ditches and the rights of access thereto for maintenance of said ditches, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.
6. Ditch Agreement between S. J. McLaren and C. D. Gallentine, dated October 12, 1914, filed October 15, 1914 in Book 15, Page 118, Jerome County records, wherein second party grants to first party a right of way for a ditch over the NW¼ of Section 6, Township 8 South, Range 17, East Boise Meridian for the use of the NE¼ of Section 1, Township 8 South, Range 16 East Boise Meridian. (Tracts 10 and 11)
7. Right of Way Deed given by Rose B. Martin, a widow, to Robert N. Dunn, dated March 29, 1919, recorded June 2, 1919 in Book 1 Page 229 as Instrument Number 1595, Jerome County records, affecting the NW¼SE¼ and SW¼ of Section 10, Township 8 South, Range 16, East Boise Meridian. (Tract 3)
8. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company, a corporation  
Purpose: Public Utilities  
Recorded: December 6, 1928  
Book 96 at Page 244  
Instrument No.: 39425
9. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company, a corporation  
Purpose: Public Utilities  
Recorded: February 1, 1929

Book 96 at Page 300  
Instrument No.: 39981  
(Tract 3)

10. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company, a corporation  
Purpose: Public Utilities  
Recorded: June 18, 1935  
Book 105 at Page 462  
Instrument No.: 60307  
(Tract 8)
11. Exceptions and reservations contained in Deed from the State of Idaho whereby grantor excepts all mineral rights as defined by Section 47-701 of Idaho Code. Together with rights and claims of parties claiming by, through or under them as disclosed in Deed dated February 2, 1943, recorded February 9, 1943 in Book 123 Page 24 as Instrument Number 85971, Jerome County records. NOTICE OF INTENT TO PRESERVE MINERAL RIGHTS dated December 30, 2002, recorded January 9, 2003 as Instrument Number 2030123, Jerome County records. (Tract 9)
12. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company, a corporation  
Purpose: Public Utilities  
Recordd: May 17, 1946  
Book 134 at Page 124  
Instrument No.: 96164  
(Tract 9)
13. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company, a corporation  
Purpose: Public Utilities  
Recorded: November 14, 1946  
Book 134 at Page 201  
Instrument No.: 97688  
(Tract 9)
14. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company, a corporation  
Purpose: Public Utilities  
Recorded: November 14, 1946  
Book 134 at Page 201  
Instrument No.: 97689  
(Tract 9)
15. Restrictions in Deed to the State of Idaho dated May 27, 1954, filed July 24, 1954 in Book 153 Page 429, Jerome County records, providing for easement for relocation of ditches, and Grantors agree that no billboards or other advertising signs will be permitted

- closer than 100 feet from the highway right of way line, excepting signs pertaining to business established on adjacent property. (Tracts 10 and 11)
16. Terms and conditions of an Easement by and between Bill F. Mobley and Winilah L. Mobley, Grantors, and The North Side Canal Company, Ltd., an Idaho Corporation, Grantee, dated February 24, 1965, recorded August 8, 1966 as Instrument Number 169131, Jerome County records, affecting a portion of Section 3, Township 8 South, Range 16, East Boise Meridian. (Tracts 4 and 7)
17. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company, a corporation  
Purpose: Public Utilities  
Recorded: October 19, 1972  
Book 184 at Page 622  
Instrument No.: 196573  
(Tract 1)
18. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company, a corporation  
Purpose: Public Utilities  
Recorded: April 11, 1975  
Book 184 at Page 1044  
Instrument No.: 211173  
(Tract 1)
19. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company, a corporation  
Purpose: Public Utilities  
Recorded: June 10, 1983  
Instrument No.: 274061  
(Tract 5)
20. Notice of Easement given by Robert DeBie to Phillip R. Jebbia dated November 16, 1990, recorded November 20, 1990 as Instrument Number 323255, Jerome County records. (Tracts 5, 6 and 7)
21. Easement Agreement by and between Robert DeBie and Philip R. Jebbia, dated December 10, 1990, recorded January 11, 1991 as Instrument Number 910109, Jerome County records. (Tracts 5 and 6)
22. A 25.00 feet in width County Road Right of Way along the Easterly and Southerly boundaries, as shown in Warranty Deed dated May 24, 1991, recorded May 24, 1991 as Instrument Number 911796, Jerome County records. (Tract 4)
23. The rights of "U" Canal, the "S" Canal and a county road which affects a strip of land 50.00 feet in width across a part of said Government Lot 3 as disclosed in Warranty Deed recorded April 19, 1995, as Instrument Number 951523, Jerome County records. (Tracts 10 and 11)

24. A 25.00 feet wide easement for a road right of way which affects the Easterly 25.00 feet contained in Warranty Deed dated March 23, 1998, recorded March 23, 1998 as Instrument Number 981557, Jerome County records. (Tract 4)
25. Reserving unto the Sellers herein an easement for a secondary drainage field located in the Northeast corner of the described property and due South of the existing driveway, for the benefit of the Grantors remaining real property as disclosed in Warranty Deed dated March 23, 1998, recorded March 23, 1998 as Instrument Number 981557, Jerome County records. (Tract 4)
26. Easement for road right of way on the East boundary of Tract 4 and Tract 7 as disclosed by Survey recorded March 24, 1998 as Instrument No. 981587.
27. A 25 feet in width County Road Right of Way along the Northerly boundary as shown in Warranty Deed dated April 9, 1999, recorded April 9, 1999 as Instrument Number 991808, Jerome County records. (Tract 8)
28. 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 Number 2023779, Jerome County records. (Northside Dairy) (Tract 1, 2, 3, 5 and 6)
29. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company, a corporation  
Purpose: Public Utilities  
Recorded: January 12, 2005  
Instrument No.: 2060201  
(Tract 6)
30. A Financing Statement filed in the Office of the County Recorder showing:  
Debtor: Northside Dairy and Paul Ciocca  
Secured Party: Metropolitan Life Insurance Company  
Recorded: July 20, 2005  
Instrument No.: 2053864  
(Tracts I through 11)

An amendment change to the above Financing Statement.

Nature of Change: Amending the collateral

Recorded: July 20, 2009

Instrument No.: 2093606

An amendment change to the above Financing Statement.

Nature of Change: Continuation

Recorded: July 19, 2010

Instrument No.: 2103129

31. Terms and Conditions of Agreement to Provide Access to Irrigation Water by and between Northside Dairy, an Idaho general partnership, and Paul Ciocca and Dawna Ciocca, husband and wife, "Northside", and Sean Ciocca, a single man, "Sean", dated

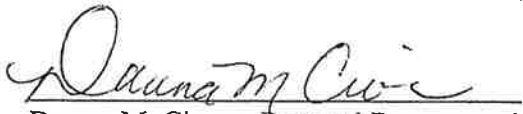
- August 21, 2008, recorded February 27, 2009 as Instrument Number 2090940, Jerome County records. (Tract 2)
32. A Mortgage, Assignment of Rents, Security Agreement and Fixture Filing to secure an indebtedness as shown below and any other obligations secured thereby:  
Amount: \$5,822,000.00  
Mortgagor: Paul Ciocca and Dawna M. Ciocca, husband and wife, and Northside Dairy, an Idaho general partnership  
Mortgagee: Metropolitan Life Insurance Company, a New York corporation  
Dated: December 19, 2011  
Recorded: December 29, 2011 as Instrument No. 2115922, Jerome County records.  
(Tracts 1 through 11 and additional property)
33. Assignment of Bonuses, Rentals and Royalties -Oil, Gas and Minerals- executed by Paul Ciocca and Dawna M. Ciocca, husband and wife, and Northside Dairy, an Idaho General Partnership, dated December 19, 2011, recorded December 29, 2011 as Instrument Number 2115923, Jerome County records. (Tracts 1 through 11 and additional property)
34. A Mortgage, Assignment of Rents, Security Agreement and Fixture Filing to secure an indebtedness as shown below and any other obligations secured thereby:  
Amount: \$1,700,000.00  
Mortgagor: Paul Edward Ciocca (also known as Paul E. Ciocca, also known as Paul Ciocca) and Dawna Marie Ciocca (also known as Dawna M. Ciocca also known as Dawna Ciocca), husband and wife; Northside Dairy, an Idaho general partnership  
Mortgagee: Metropolitan Life Insurance Company, a New York corporation  
Dated: July 6, 2015  
Recorded: July 7, 2015  
Instrument No.: 2152520, Jerome County records.  
(Tracts 1 through 11 and additional property)
35. Assignment of Bonuses, Rentals and Royalties -Oil, Gas and Minerals- executed by Paul Edward Ciocca (also known as Paul E. Ciocca, also known as Paul Ciocca) and Dawna Marie Ciocca (also known as Dawna M. Ciocca, also known as Dawna Ciocca), husband and wife, and Northside Dairy, an Idaho general partnership, "Owner" and Metropolitan Life Insurance Company, a New York corporation, "Company" dated July 6, 2015, recorded July 7, 2015 as Instrument Number 2152521, Jerome County records. (Tracts 1 through 11 and additional property)
36. Conditions set forth in Grant of Easement between The Estate of Paul Edward Ciocca, also shown of record as Paul E. Ciocca and Paul Ciocca, deceased, and Dawna M. Ciocca, an unmarried woman to Dawna M. Ciocca, an unmarried woman, dated March 19, 2020, recorded March 20, 2020 as Instrument No. 2201366. (Tract 4 through 5)
37. Conditions set for in Grant of Easement between Devon J. Molitor and Ramey L. Molitor, husband and wife, to Northside Dairy an Idaho general partnership, dated March 18, 2020, recorded March 20, 2020 as Instrument No. 2201367. (Tract 1 through Tract 11)
38. Conditions set forth in Grant of Easement between The Estate of Paul Edward Ciocca, also shown of record as Paul E. Ciocca and Paul Ciocca, deceased, and Dawna M. Ciocca, an unmarried woman to Northside Dairy, an Idaho General Partnership, dated

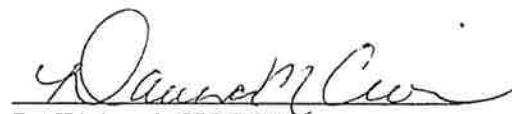
June 3, 2020, recorded June 3, 2020 as Instrument No. 2202545. (Tract 4 through 5). Said Easement corrects Jerome County, Idaho instrument number 2201366.

DATED THIS 11th day of June, 2020.

**"GRANTORS"**

THE ESTATE OF PAUL EDWARD CIOCCA,  
AKA PAUL E. CIOCCA, AKA PAUL CIOCCA, DECEASED

  
Dawna M. Ciocca, Personal Representative

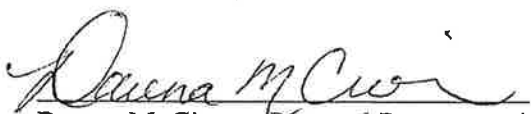
  
DAWNA M. CIOCCA, an individual

NORTHSIDE DAIRY  
AN IDAHO GENERAL PARTNERSHIP

  
SEAN CIOCCA, Partner

  
RUSSELL CIOCCA, Partner

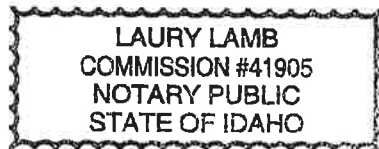
THE ESTATE OF PAUL EDWARD CIOCCA, AKA  
PAUL E. CIOCCA, DECEASED

  
Dawna M. Ciocca, Personal Representative  
of the Estate of Paul Edward Ciocca, aka,  
Paul E. Ciocca, aka Paul Ciocca, General Partner

STATE OF IDAHO                    )  
  SS:  
County of Jerome                    )

On this 11th day of June, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared DAWNA M. CIOCCA individually and as Personal Representative of the ESTATE OF PAUL EDWARD CIOCCA, aka PAUL E. CIOCCA, aka PAUL CIOCCA, deceased, 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.

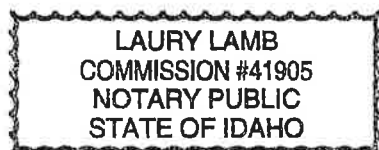


Laury Lamb  
NOTARY PUBLIC for Idaho  
Residing at: Jerome, ID  
Commission Expires: 04/02/2022

STATE OF IDAHO                    )  
  SS:  
County of Jerome                    )

On this 11th day of June, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared SEAN CIOCCA as Partner of NORTHSIDE DAIRY, an Idaho general partnership, 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.



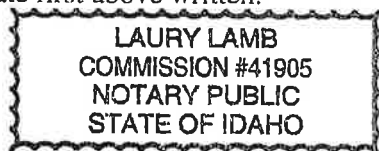
Laury Lamb  
NOTARY PUBLIC for Idaho  
Residing at: Jerome, ID  
Commission Expires: 04/02/2022



STATE OF IDAHO                    )  
  ss:  
County of Jerome                    )

On this 11th day of June, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared RUSSELL CIOCCA as Partner of NORTHSIDE DAIRY, an Idaho general partnership, 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.

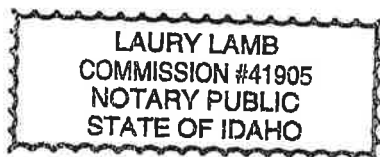


Laury Lamb  
NOTARY PUBLIC for Idaho  
Residing at: Jerome, ID  
Commission Expires: 04/02/2022

STATE OF IDAHO                    )  
  ss:  
County of Jerome                    )

On this 11th day of June, 2020 before me, the undersigned, a Notary Public in and for said County and State, personally appeared DAWNA M. CIOCCA as Personal Representative of the Estate of Paul Edward Ciocca, aka Paul E. Ciocca, aka Paul Ciocca, a General Partner of NORTHSIDE DAIRY, an Idaho general partnership, 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: Jerome, ID  
Commission Expires: 04/02/2022



0003831788

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney***ANNUAL REPORT**

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$0.00

*For Office Use Only***-FILED-**

File #: 0003831788

Date Filed: 4/3/2020 10:58:37 AM

## Entity Name and Mailing Address:

Entity Name: HURTADO HOLSTEINS, LLC

The file number of this entity on the records of the Idaho Secretary of State is: 0000599101

Address: 2306 E 3600 S  
WENDELL, ID 83355-3405

## Entity Details:

Entity Status: Active-Existing

This entity is organized under the laws of: IDAHO

If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: W198601

## The registered agent on record is:

Registered Agent: EVAN T ROTH  
Registered Agent

Physical Address

236 RIVER VISTA PLACE STE 301  
TWIN FALLS, ID 83301

Mailing Address

## Limited Liability Company Managers and Members

Name	Title	Business Address
■ JESUS HURTADO	Member	2306 E 3600 S WENDELL, ID 83355

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

Jesus Hurtado

Sign Here

04/03/2020

Date

Job Title: Member

B0509-9466 04/03/2020 10:58 AM Received by ID Secretary of State Lawrence Denney

## **Exhibit B**

**Exhibit B** is the Change in Ownership form, which has been relocated to be page 1 of these documents.



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](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

August 10, 2020

HURTADO HOLSTEINS LLC  
2306 E 3600 S  
WENDELL ID 83355-3405

Re: Change in Ownership & Notice of Security Interest for Water Right No(s): 36-8490 & 36-15220

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. The Department also acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to Metropolitan Life Insurance Company, c/o MetLife Investment Management LLC. The Department has modified its records and has enclosed a computer-generated report for you.

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

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

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

Sincerely,

*Denise Maline*

Denise Maline  
Administrative Assistant 1

Enclosure(s)

c: Metropolitan Life Insurance Company, c/o MetLife Investment Management LLC  
TitleOne, Jerome (File #18309474)  
Water District 130

**Boise Office**

1101 W. River St., Ste. 110  
P.O. Box 7985  
Boise, Idaho 83707  
Tel. (208) 629-7447

**Challis Office**

1301 E. Main Ave.  
P.O. Box 36  
Challis, Idaho 83226  
Tel. (208) 879-4488

**Twin Falls Office**

236 River Vista Place  
Suite 301  
Twin Falls, Idaho 83301  
Tel. (208) 969-9585

Fax (all offices)  
(208) 629-7559



# SAWTOOTH LAW

## OFFICES, PLLC

David P. Claiborne \*

S. Bryce Farris

Patxi Larrocea-Phillips

Evan T. Roth

Daniel V. Steenson

Matthew A. Sturzen

Katie L. Vandenberg

Andrew J. Waldera \*\*

James R. Bennetts (retired)

*Attorneys licensed in Idaho*  
*\* Also licensed in Washington*  
*\*\* Also licensed in Oregon*

To: IDWR Southern Region  
650 Addison Ave W, Ste 500  
Twin Falls, ID 83301-5858  
(208) 736-3033

Re: Notice of Change in Water Right Ownership

To Whom It May Concern,

Enclosed please find the necessary Notice of Change in Water Right Ownership and applicable filing fee of \$50.00. Said Notice of Change in Water Right Ownership relates to the following water rights:

1. Water Right No. 36-8490
2. Water Right No. 36-15220

My client Hurtado Holsteins, LLC, acquired the same pursuant to a Warranty Deed executed on June 11, 2020. Attached as Exhibit A is said Warranty Deed. Attached as Exhibit B is the Notice of Change in Water Right Ownership. Hurtado Holsteins, LLC, is a single member LLC. The sole member of the same is Jesus Hurtado. Therefore, Hurtado Holsteins, LLC's consent to this present filing and an expression of their authority to execute the same is evidenced by Jesus Hurtado's signature below.

In addition, this transaction is a bit unusual in the sense that Northside Dairy, GP is providing seller financing and that the existing lender Metropolitan Life Insurance Company is allowing Hurtado Holsteins, LLC to be added to the underlying debt and security instruments as

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JUL 02 2020

DEPT OF WATER RESOURCES  
SOUTHERN REGION

an additional borrower. Therefore, attached as Exhibit C, is an executed and recorded copy of the *Joinder Agreement, Modification of Mortgages and Other Loan Documents and Subordination of Seller Financing*. Exhibit C, should satisfy the requirement identified in section 2A of the Notice of Security Interest in a Water Right, attached hereto as Exhibit D, which is to be filed and retained by IDWR.<sup>1</sup> Lastly, attached as Exhibit E is the prior Notice of Security Interest in a Water Right executed between Northside Dairy and Metropolitan Life Insurance Company. Northside Dairy and Metropolitan Life Insurance Companies consent to the issues identified herein. Their respective consent and approval of the same are demonstrated below as evidenced by their various signature(s). Please call me at 208-969-9585 if you have any questions related to this filing.

Very Truly Yours,

/s/ ETR

Evan T. Roth

Dated this 11th day of June, 2020

  
Jesus Hurtado

Dated this 11th day of June, 2020

METROPOLITAN LIFE INSURANCE COMPANY

By: MetLife Investment Management, LLC

By: \_\_\_\_\_  
Jonathan B. Dressler,  
Its Authorized Signatory and Director

Dated this 11th day of June, 2020

  
Dawna Ciocca, General Partner of Northside Dairy

---

<sup>1</sup> The applicable fifty dollar filing fee for the Notice of Security Interest in a Water Right is contained herein.

an additional borrower. Therefore, attached as Exhibit C, is an executed and recorded copy of the *Joinder Agreement, Modification of Mortgages and Other Loan Documents and Subordination of Seller Financing*. Exhibit C, should satisfy the requirement identified in section 2A of the Notice of Security Interest in a Water Right, attached hereto as Exhibit D, which is to be filed and retained by IDWR.<sup>1</sup> Lastly, attached as Exhibit E is the prior Notice of Security Interest in a Water Right executed between Northside Dairy and Metropolitan Life Insurance Company. Northside Dairy and Metropolitan Life Insurance Companies consent to the issues identified herein. Their respective consent and approval of the same are demonstrated below as evidenced by their various signature(s). Please call me at 208-969-9585 if you have any questions related to this filing.DW

Very Truly Yours,

/s/ ETR

Evan T. Roth

Dated this \_\_\_\_\_ day of June, 2020

\_\_\_\_\_  
Jesus Hurtado

Dated this \_\_\_\_\_ day of June, 2020

METROPOLITAN LIFE INSURANCE COMPANY

By: MetLife Investment Management, LLC

By: Jonathan B. Dressler  
Jonathan B. Dressler,  
Its Authorized Signatory and Director

Dated this \_\_\_\_\_ day of June, 2020

\_\_\_\_\_  
Dawna Ciocca, General Partner of Northside Dairy

<sup>1</sup> The applicable fifty dollar filing fee for the Notice of Security Interest in a Water Right is contained herein.



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

Via UPS Overnight Delivery

Idaho Dept of Water Resources  
650 Addison Ave W, Ste 500  
Twin Falls, ID 83301

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JUL 02 2020

DEPT OF WATER RESOURCES  
SOUTHERN REGION

Date: July 1, 2020

Re: Escrow No. 18309474 Hurtado Holsteins, LLC, an Idaho limited liability company

In connection with the above referenced transaction, I am enclosing the following:

- Check no. 27912 & 27913 each in the amount of \$50.00
- Letter for Notice of Change in Water Right Ownership acknowledged by Buyers, Sellers and Lender (Notice of Security Interest)
- Copy of recorded Warranty Deed, Instrument No. 2202748
- Notice of Change in Water Right Ownership
- Copy of recorded Joinder Agreement, Modification of Mortgages and Other Loan Documents and Subordination of Seller Financing
- Notice of Security Interest in a Water Right
- Copy of previous Notice of Security Interest in Water Right (MetLife and Northside Dairy)
- Copy of Mortgage, Instrument No. 2152520, Jerome County, Idaho

Once transferred please forward confirmation to my attention at TitleOne 237 N. Lincoln, Jerome, ID 83338.  
If you have any questions, please do not hesitate to contact me.

Sincerely,

Laury Jo Lamb  
(208) 324-5613  
llamb@titleonecorp.com