

RECEIVED

MAR 18 2019

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. 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?
36-7932	Yes ☐	Yes ☐		Yes ☐	Yes ☐
36-16810	Yes ☐	Yes ☐		Yes ☐	Yes ☐
36-17110	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: W-4 Dairy, LP
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Board of Regents of the University of Idaho
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
875 Perimeter Drive MS 3168 Moscow ID 83844
Mailing address City State ZIP
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: March 1, 2019
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] Vice President, Finance Admin 3/1/19
Signature of new owner/claimant Title, if applicable Date
Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by AI Date 3/18/19 Receipt No. 5037213 Receipt Amt. \$75
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing
Name on W-9 _____ Approved by _____ Processed by BW W-9 received? Yes ☐ No ☐
Date 4-18-2019

SUPPORT DATA

IN FILE # 36-7932

WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, W-4 Dairy Limited Partnership, an Idaho Limited Partnership, ("Grantor"), does hereby grant, bargain, sell and convey unto the Board of Regents of the University of Idaho, a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho, whose current mailing address is Vice President Finance and Administration, University of Idaho, 875 Perimeter Dr MS3168, Moscow ID 83844-3168 ("Grantee"), the following described real property, located in Minidoka County, Idaho, to wit (the "Premises"):

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH, Subject to express terms within Exhibit "B" water and water rights and other entitlements to water appurtenant to or beneficially used upon the Premises including, but not limited to, those described on Exhibit B, and all others represented by any decree, license, permit, claim, permit application or storage entitlement, and all other ditch and canal company, water association, irrigation district, or other water delivery entity shares and entitlements to receive water from any such company, association, district or other entity, and all ditch rights, easements, and rights of way associated with any irrigation or other water well, pump, delivery ditch, canal, lateral, pipeline, or facilities used to divert, convey or deliver any water, water rights, or entitlements appurtenant to or beneficially used upon the Premises, and all minerals and mineral rights appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Premises, as well in law as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances unto Grantee, its successors and assigns, forever, and subject to the matters set forth on Exhibit C to this Warranty Deed attached hereto and incorporated herein (the "Permitted Exceptions"). Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all other claims whatsoever except as excluded or excepted herein and that Grantor and its successors and assigns will, on demand of the Grantee or its successors or assigns, execute any instrument necessary for the further assurance of the title to the Premises that may be reasonably required.

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DATED effective as of the 1st day of March, 2019.

W-4 Dairy Limited Partnership, an Idaho Limited Partnership

~~W-4 Dairy, an Idaho Limited Partnership~~

By: Stacey Jackson
Stacey Jackson, General Partner

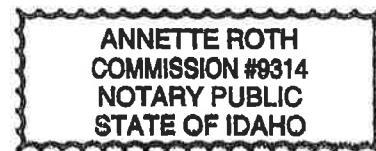
By: Brandon Whitesides
Brandon Whitesides, General Partner

By: Brent Whitesides
Brent Whitesides, General Partner

State of Idaho, County of Minidoka, ss.

On this 1st day of March in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Stacey Jackson known or identified to me to be one of the general partners in the partnership of W-4 Dairy*, an Idaho Limited Partnership and the partner who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name. ~~*Limited Partnership, an Idaho Limited Partnership~~

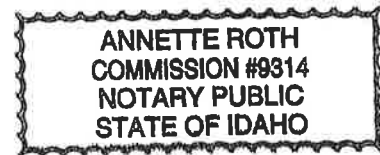
Annette Roth, Notary Public
Residing at: Rupert, ID
My Commission Expires: 8-4-2023
(seal)



State of Idaho, County of Minidoka, ss.

On this 1st day of March in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Brandon Whitesides known or identified to me to be one of the general partners in the partnership of W-4 Dairy Limited Partnership, an Idaho Limited Partnership and the partner who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

Annette Roth
Notary Public
Residing at: Rupert Id
My Commission Expires: 8-4-2023
(seal)



State of Idaho, County of Minidoka, ss.

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Annette Roth
Notary Public
Residing at: Rupert Id
My Commission Expires: 8-4-2023
(seal)

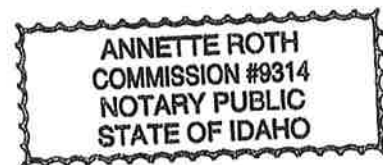


EXHIBIT 'A' TO WARRANTY DEED

LEGAL DESCRIPTION

PARCEL NO. 1:

TOWNSHIP 7 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 17: Part of Section 17, more particularly described as follows:

Beginning at the Northwest Corner of Section 17, said corner marked by a 5/8 inch rebar;
Thence South 00°09'10" East along the West line of Section 17 for a distance of 1890.33 feet to the Point of Beginning;
Thence North 89°50'50" East for a distance of 25.00 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1065.87 feet to a ½ inch rebar, said curve having a radius of 1420.00 feet, a delta angle of 43°00'24", and a long chord bearing of South 45°17'56" East for a distance of 1041.02 feet;
Thence North 89°19'52" East for a distance of 768.84 feet to a ½ inch rebar;
Thence North 81°54'35" East for a distance of 504.94 feet to a ½ inch rebar;
Thence North 61°17'29" East for a distance of 111.82 feet to a ½ inch rebar;
Thence North 28°16'21" East for a distance of 275.45 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1009.06 feet to a ½ inch rebar, said curve having a radius of 1320.00 feet, a delta angle of 43°47'57", and a long chord bearing of North 22°49'20" East for a distance of 984.67 feet;
Thence North 89°26'20" East for a distance of 1274.32 feet to a ½ inch rebar;
Thence South 18°24'10" East for a distance of 1382.22 feet to a ½ inch rebar;
Thence North 89°01'32" West for a distance of 279.79 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 850.18 feet, said curve having a radius of 1301.00 feet, a delta angle of 37°26'30", and a long chord bearing of South 77°03'13" West for a distance of 835.13 feet;
Thence along a curve to the left for a distance of 442.36 feet to a ½ inch rebar, said curve having a radius of 1301.00 feet, a delta angle of 19°28'53", and a long chord bearing of South 48°35'30" West for a distance of 440.23 feet;
Thence South 48°35'30" West for a distance of 362.24 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 981.29 feet to a ½ inch rebar, said curve having a radius of 1440.00 feet, a delta angle of 39°02'40", and a long chord bearing of North 43°06'13" West for a distance of 962.42 feet;
Thence South 89°19'52" West for a distance of 1351.90 feet to a ½ inch rebar;
Thence South 53°06'36" West for a distance of 358.71 feet to a ½ inch rebar;
Thence North 89°34'17" West for a distance of 335.26 feet to a ½ inch rebar;
Thence North 89°34'17" West for a distance of 25.00 feet to the West line of Section 17;
Thence North 00°09'10" West along said section line for a distance of 986.18 feet to the Point of Beginning.

PARCEL NO. 2:
TOWNSHIP 7 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 17: Part of Section 17, more particularly described as follows:

Beginning at the Northwest Corner of Section 17, said corner marked by a 5/8 inch rebar;
Thence South 00°09'10" East along the West line of Section 17 for a distance of 1890.33 feet;
Thence North 89°50'50" East for a distance of 25.00 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 00°09'10" West for a distance of 930.57 feet;
Thence along a non-tangent curve to the right for a distance of 1378.48 feet, said curve having a radius of 1350.00 feet, a delta angle of 58°30'17", and a long chord bearing of North 44°36'51" East for a distance of 1319.37 feet;
Thence North 89°43'45" East for a distance of 596.50 feet;
Thence South 12°11'50" West for a distance of 1325.40 feet;
Thence South 27°42'13" East for a distance of 61.93 feet;
Thence North 88°45'09" East for a distance of 1350.02 feet to a ½ inch rebar;
Thence along a non-tangent curve to the right for a distance of 1009.06 feet to a ½ inch rebar, said curve having a radius of 1320.00 feet, a delta angle of 43°47'57", and a long chord bearing of South 22°49'20" West for a distance of 984.67 feet;
Thence South 28°16'21" West for a distance of 275.45 feet to a ½ inch rebar;
Thence South 61°17'29" West for a distance of 111.82 feet to a ½ inch rebar;
Thence South 81°54'35" West for a distance of 504.94 feet to a ½ inch rebar;
Thence South 89°19'52" West for a distance of 768.84 feet to a ½ inch rebar;

Thence along a non-tangent curve to the right for a distance of 1065.87 feet to a ½ inch rebar, said curve having a radius of 1420.00 feet, a delta angle of 43°00'24", and a long chord bearing of North 45°17'56" West for a distance of 1041.02 feet to the Point of Beginning.

EXHIBIT 'B' TO WARRANTY DEED

WATER RIGHTS

All water and water rights, and other entitlements to water, appurtenant to or beneficially used upon the Land, including but not limited to the following decreed water rights identified in the records of the Idaho Department of Water Resources:

- 1) 36-16810
- 2) 36-7932
- 3) 36-17110

The parties acknowledge and agree that a portion of water right 36-16800 is appurtenant to and beneficially used upon the Land that is the subject of this transaction. Notwithstanding this fact, the parties agree that Buyer is not acquiring said water right in its entirety nor in any proportional amount which may be appurtenant to and beneficially used upon the Land. Buyer acknowledges and agrees that Seller reserves and retains, and therefore severs from this transaction, the entirety of water right 36-16800.

EXHIBIT 'C' TO WARRANTY DEED

PERMITTED EXCEPTIONS

Taxes, including any assessments collected therewith, for the year 2019 and subsequent years

The land described herein is located within the boundaries of Magic Valley Ground Water District and is subject to any assessments levied thereby.

Power Line Easement from The Capital Co., a Corporation, to Idaho Power Company, a corporation, dated April 21, 1955, and recorded April 27, 1955 as Instrument No. 120460 in Book 36 of Deeds, Page 31, records of Minidoka County, Idaho, over and across the NW¼ of Section 17 and W½, NE¼, W½, SE¼, N½, SW¼, and Lot 3 of Section 7, all in Township 7 South, Range 24 East of the Boise Meridian.

Variance from the Minidoka County Ordinance 8-12-9, as disclosed by Findings of Fact, Conclusions of Law and Decision, dated January 17, 2019 and recorded January 18, 2019 as Instrument No. 548480, records of Minidoka County, Idaho.

Confined Animal Feeding Operation (CAFO) Permit Number 69-2017, recorded January 18, 2019 as Instrument No. 548481, records of Minidoka County, Idaho. (Covers N½ of Section 17, Township 7 South, Range 24 East of the Boise Meridian)

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

Instrument # 548984

MINIDOKA COUNTY, RUPERT, IDAHO
03-04-2019 02:01:13 PM No. of Pages: 6
Recorded for: TITLEONE - BURLEY
TONYA PAGE Fee: \$15.00
Ex-Officio Recorder Deputy Susan Aston
Electronically Recorded by Simplifile

GIFT WARRANTY DEED

AS A GIFT, W-4 Dairy Limited Partnership, an Idaho Limited Partnership, ("Grantor"), does hereby grant, gift and convey unto the Board of Regents of the University of Idaho, a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho, whose current mailing address is Vice President Finance and Administration, University of Idaho, 875 Perimeter Dr MS3168, Moscow ID 83844-3168 ("Grantee"), the following described real property, located in Minidoka County, Idaho, to wit (the "Premises"):

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TO HAVE AND TO HOLD the Premises with its appurtenances unto Grantee, its successors and assigns, forever, and subject to the matters set forth on Exhibit C to this Warranty Deed attached hereto and incorporated herein (the "Permitted Exceptions"). Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all other claims whatsoever except as excluded or excepted herein and that Grantor and its successors and assigns will, on demand of the Grantee or its successors or assigns, execute any instrument necessary for the further assurance of the title to the Premises that may be reasonably required.

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DATED effective as of the 1st day of March, 2019.

W-4 Dairy Limited Partnership, an Idaho Limited Partnership
~~W-4 Dairy, an Idaho Limited Partnership~~

By: Stacey Jackson
Stacey Jackson, General Partner

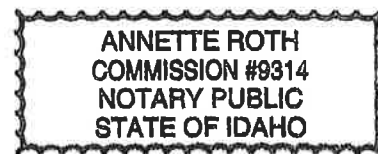
By: Brandon Whitesides
Brandon Whitesides, General Partner

By: Brent Whitesides
Brent Whitesides, General Partner

State of Idaho, County of Minidoka, ss.

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Annette Roth, Notary Public
Residing at: Rupert, ID
My Commission Expires: 8-4-2023
(seal)



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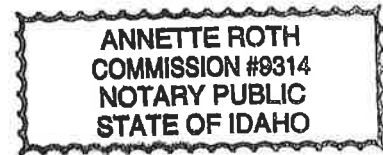
Annette Roth

Notary Public

Residing at: Rupert ID

My Commission Expires: 8-4-2023

(seal)



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Annette Roth

Notary Public

Residing at: Rupert ID

My Commission Expires: 8-4-2023

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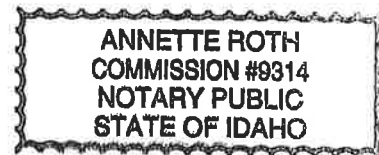


Exhibit A to Gift Warranty Deed

Legal Description

PARCEL NO. 1:

TOWNSHIP 7 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 17: Part of Section 17, more particularly described as follows:

Beginning at the Northwest Corner of Section 17, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;

Thence North 89°43'45" East along the North line of Section 17 for a distance of 5270.51 feet to a 5/8 inch rebar at the Northeast Corner of Section 17;

Thence South 00°07'38" East along the East line of Section 17 for a distance of 2713.82 feet;

Thence North 86°48'01" West for a distance of 23.96 feet to a ½ inch rebar;

Thence North 86°48'01" West for a distance of 894.18 feet to a ½ inch rebar;

Thence North 18°24'10" West for a distance of 1382.22 feet to a ½ inch rebar;

Thence South 89°26'20" West for a distance of 1274.32 feet to a ½ inch rebar;

Thence South 88°45'09" West for a distance of 1350.02 feet;

Thence North 27°42'13" West for a distance of 61.93 feet;

Thence North 12°11'50" East for a distance of 1325.40 feet;

Thence South 89°43'45" West for a distance of 596.50 feet;

Thence along a non-tangent curve to the left for a distance of 1378.48 feet, said curve having a radius of 1350.00 feet, a delta angle of 58°30'17", and a long chord bearing of South 44°36'51" West for a distance of 1319.37 feet;

Thence South 00°09'10" East for a distance of 930.57 feet to a ½ inch rebar;

Thence South 89°50'50" West for a distance of 25.00 feet to the West line of Section 17;

Thence North 00°09'10" West along said section line for a distance of 1890.33 feet to the Point of Beginning.

EXHIBIT 'B' TO GIFT WARRANTY DEED

WATER RIGHTS

All water and water rights, and other entitlements to water, appurtenant to or beneficially used upon the Land, including but not limited to the following decreed water rights identified in the records of the Idaho Department of Water Resources:

- 1) 36-16810
- 2) 36-7932
- 3) 36-17110

The parties acknowledge and agree that a portion of water right 36-16800 is appurtenant to and beneficially used upon the Land that is the subject of this transaction. Notwithstanding this fact, the parties agree that Buyer is not acquiring said water right in its entirety nor in any proportional amount which may be appurtenant to and beneficially used upon the Land. Buyer acknowledges and agrees that Seller reserves and retains, and therefore severs from this transaction, the entirety of water right 36-16800.

EXHIBIT 'C' TO GIFT WARRANTY DEED

PERMITTED EXCEPTIONS

Taxes, including any assessments collected therewith, for the year 2019 and subsequent years

The land described herein is located within the boundaries of Magic Valley Ground Water District and is subject to any assessments levied thereby.

Power Line Easement from The Capital Co., a Corporation, to Idaho Power Company, a corporation, dated April 21, 1955, and recorded April 27, 1955 as Instrument No. 120460 in Book 36 of Deeds, Page 31, records of Minidoka County, Idaho, over and across the NW¼ of Section 17 and W½, NE¼, W½, SE¼, N½, SW¼, and Lot 3 of Section 7, all in Township 7 South, Range 24 East of the Boise Meridian.

Variance from the Minidoka County Ordinance 8-12-9, as disclosed by Findings of Fact, Conclusions of Law and Decision, dated January 17, 2019 and recorded January 18, 2019 as Instrument No. 548480, records of Minidoka County, Idaho.

Confined Animal Feeding Operation (CAFO) Permit Number 69-2017, recorded January 18, 2019 as Instrument No. 548481, records of Minidoka County, Idaho. (Covers N½ of Section 17, Township 7 South, Range 24 East of the Boise Meridian)



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

April 18, 2019

BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO
875 PERIMETER DR STOP 3168
MOSCOW ID 83844-3168

Re: Change in Water Right Ownership: 36-7932, 36-16810 and 36-17110.

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 based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) 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) 736-3033.

Sincerely,

Benny Walker
Water Resource Agent, Senior

Enclosure(s)

c: TitleOne, Burley Office File No. 19326660



RECEIVED

MAR 18 2019

DEPT. OF WATER RESOURCES
SOUTHERN REGION

March 15, 2019

ID Dept. of Water Resources
650 Addison Ave. West
Suite 500
Twin Falls, ID 83301

RE: TitleOne File No. 19326660
Board of Regents of the University of Idaho/W-4 Dairy

Dear Clerk:

Enclosed with this letter please find the following documents:

1. The original executed Notice of Change in Water Right Ownership to Board of Regents of the University of Idaho.
2. A copy of the recorded Warranty Deed.
3. A copy of the recorded Gift Warranty Deed.
4. TitleOne's check no. 19431 payable to Idaho Department of Water Resources in the amount of \$75.00 for the transfer fee.

Please make the necessary changes in the records to indicate the new owner. Please sent a receipted copy to this office making reference to **TitleOne File No. 19326660.**

Thank you.

Very truly yours,
TITLEONE

Nancy Garrett
Administrative Assistant

AR/nrg
Enc.
FedEx