

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
MAR 20 2017
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?
36-13344	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Bert Higley and Deanne Higley
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): E-T Farms, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 620 Oneida Rupert ID 83350
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: _____
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] _____
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 [Signature] Date 3.20.2017 Receipt No. SO36001 Receipt Amt. \$25-
 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 _____ Date _____



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

Instrument # 539885
MINIDOKA COUNTY, RUPERT, IDAHO
03-14-2017 01:21:08 PM No. of Pages: 4
Recorded for: TITLEONE - BURLEY
PATTY TEMPLE Fee: \$19.00
Ex-Officio Recorder Deputy Susan Aston
Electronically Recorded by Simplifile

Order Number: 16282289

WARRANTY DEED

For Value Received,

Steven B. Higley, a married man contracting with his sole and separate property, and Lisa Jackson, as single person and Kellie Smith, a single person, the Grantor, does hereby grant, bargain sell and convey unto, E-T Farms, LLC, and Idaho limited liability company, whose current address is 1103 East 200 North, Declo, ID 83323, the Grantee, the following described premises, in Minidoka County, Idaho, To Wit:

PARCEL NO. 1:
TOWNSHIP 9 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 25: N $\frac{1}{2}$ SW $\frac{1}{4}$ SAVE AND EXCEPT the following described tracts:

Tract No. 1:

Beginning at the intersection of the North boundary of the present right-of-way of the Oregon Short Line Railroad right-of-way with the East line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25, said intersection being 93 feet, more or less, North of the Southeast corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$; Thence Westerly along said right-of-way boundary being parallel to and 50 feet Northerly measured at right angles from the center line of main tract of said railroad for a distance of 900 feet; Thence Northerly at right angles 50 feet; Thence Easterly parallel to and 100 feet from said center line of tract for a distance of 300 feet; Thence Northerly at right angles 50 feet; Thence Easterly parallel to and 150 feet from said center line of tract for a distance of 600 feet, more or less to the East line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$; Thence Southerly along said East line for a distance of 100 feet to the Point of Beginning.

Tract No. 2:

Beginning at a point 193 feet North from the Southeast corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25; thence running West a distance of 600 feet, more or less, along the North boundary line of that certain piece or parcel of land deeded to the Oregon Short Line Railroad Company and parallel to the center line of the main tract of said Oregon Short Line Railroad Company to a point where said line intersects with the government irrigation canal; Thence Northeasterly along said canal to a point where said canal intersects with the East line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25; Thence South along said East line to the Point of Beginning.



TitleOne
a title & escrow co.

Order Number: 16282289

WARRANTY DEED

For Value Received,

Steven B. Higley, a married man contracting with his sole and separate property, and Lisa Jackson, as single person and Kellie Smith, a single person, the Grantor, does hereby grant, bargain sell and convey unto, E-T Farms, LLC, and Idaho limited liability company, whose current address is 1103 East 200 North, Declo, ID 83323, the Grantee, the following described premises, in Minidoka County, Idaho, To Wit:

PARCEL NO. 1:
TOWNSHIP 9 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 25: N $\frac{1}{4}$ SW $\frac{1}{4}$ SAVE AND EXCEPT the following described tracts:

Tract No. 1:

Beginning at the intersection of the North boundary of the present right-of-way of the Oregon Short Line Railroad right-of-way with the East line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25, said intersection being 93 feet, more or less, North of the Southeast corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$; Thence Westerly along said right-of-way boundary being parallel to and 50 feet Northerly measured at right angles from the center line of main tract of said railroad for a distance of 900 feet; Thence Northerly at right angles 50 feet; Thence Easterly parallel to and 100 feet from said center line of tract for a distance of 300 feet; Thence Northerly at right angles 50 feet; Thence Easterly parallel to and 150 feet from said center line of tract for a distance of 600 feet, more or less to the East line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$; Thence Southerly along said East line for a distance of 100 feet to the Point of Beginning.

Tract No. 2:

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Tract No. 3:

Beginning at the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25, said point marked by a railroad spike; thence North 0°01'00" West (Basis of Bearing) along section line for 50.0 feet to a P.K. nail on the North right of way of the Union Pacific Railroad which shall be the POINT OF BEGINNING;
Thence North 0°01'00" West along said section line for 496.44 feet to a P.K. nail;
Thence South 89°27'00" East for 817.05 feet to a ½ inch rebar on the centerline of an existing irrigation lateral;
Thence South 2°11'43" West along said lateral centerline for 488.64 feet to a ½ inch rebar on the North right of way of the Union Pacific Railroad;
Thence South 89°58'39" West along said railroad right of way for 798.15 feet to the POINT OF BEGINNING.

Tract No. 4:

Beginning at the West ¼ section corner of Section 25, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence South 89°30'01" East along the north line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 707.83 feet to a ½ inch rebar;
Thence South 00°29'59" West for a distance of 20.00 feet to a ½ inch rebar;
Thence South 89°30'01" East for a distance of 24.55 feet to a ½ inch rebar;
Thence South 89°30'01" East for a distance of 13.80 feet to the centerline of an irrigation canal;
Thence South 30°32'41" West along said centerline for a distance of 123.48 feet;
Thence South 24°21'55" West continuing along said centerline for a distance of 118.69 feet;
Thence South 46°03'13" West continuing along said centerline for a distance of 40.68 feet;
Thence South 87°19'28" West continuing along said centerline for a distance of 604.82 feet to a p.k. nail on the west line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 00°09'21" West along said line for a distance of 297.43 feet to the Point of Beginning.

PARCEL NO. 2:

**TOWNSHIP 9 SOUTH, RANGE 22 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO**

SECTION 25: That part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25, said point marked by a railroad spike; thence North 0°01'00" West (Basis of Bearing) along section line for 50.0 feet to a P.K. nail on the North right of way of the Union Pacific Railroad which shall be the POINT OF BEGINNING;
Thence North 0°01'00" West along said section line for 496.44 feet to a P.K. nail;
Thence South 89°27'00" East for 817.05 feet to a ½ inch rebar on the centerline of an existing irrigation lateral;
Thence South 2°11'43" West along said lateral centerline for 488.64 feet to a ½ inch rebar on the North right of way of the Union Pacific Railroad;
Thence South 89°58'39" West along said railroad right of way for 798.15 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and

applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: March 13, 2017

Signed in Counterpart
Steven B. Higley

Lisa Jackson
Lisa Jackson

Kellie Smith
Kellie Smith

State of Idaho, County of _____, ss.

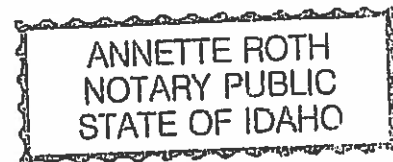
On this _____ day of March in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven B. Higley, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Notary Public
Residing In:
My Commission Expires:
(seal)

State of Idaho, County of Cassia, ss.

On this 13 day of March in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Lisa Jackson, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

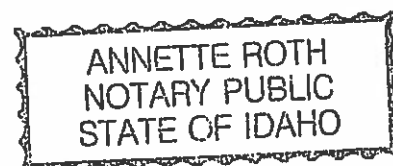
Annette Roth
Notary Public
Residing In: Rupert Id
My Commission Expires: 8-4-17
(seal)



State of Idaho, County of Cassia, ss.

On this 13 day of March in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Kellie Smith, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Annette Roth
Notary Public
Residing In: Rupert Id
My Commission Expires: 8-4-17
(seal)



applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: March 13th, 2017

Steven B. Higley
Steven B. Higley

Lisa Jackson

Kellie Smith

State of Idaho, County of Canyon, ss.

On this 13th day of March in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven B. Higley, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

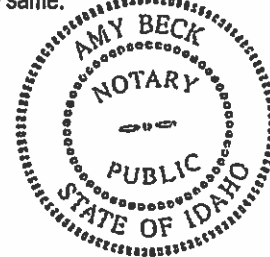
Notary Public

Residing In:

My Commission Expires:
(seal)

Residing In Nampa, Idaho

My Commission Expires 4-21-2018



State of Idaho, County of _____, ss.

On this _____ day of March in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Lisa Jackson, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Notary Public

Residing In:

My Commission Expires:
(seal)

State of Idaho, County of _____, ss.

On this _____ day of March in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Kellie Smith, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Notary Public

Residing In:

My Commission Expires:
(seal)

applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: March 13th, 2017

Steven B. Higley
Steven B. Higley

Lisa Jackson

Kellie Smith

State of Idaho, County of Canyon, ss.

On this 13th day of March in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven B. Higley, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

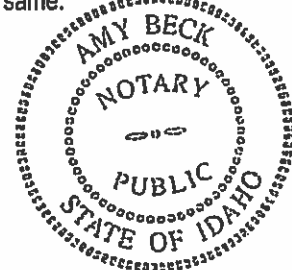
Notary Public

Residing In:

My Commission Expires:
(seal)

Residing In Nampa, Idaho

My Commission Expires 4-21-2018



State of Idaho, County of _____, ss.

On this _____ day of March in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Lisa Jackson, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Notary Public

Residing In:

My Commission Expires:
(seal)

State of Idaho, County of _____, ss.

On this _____ day of March in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Kellie Smith, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Notary Public

Residing In:

My Commission Expires:
(seal)



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 23, 2017

E T FARMS LLC
620 ONEIDA
RUPERT ID 83350

RE: Change of Ownership for Water Right Nos. 36-13344

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s). The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Trish Fawcett'.

Trish Fawcett
Technical Records Specialist

Enclosure(s)

Cc: TitleOne (16282289)



RECEIVED
MAR 20 2017
DEPT OF WATER RESOURCES
SOUTHERN REGION

March 17, 2017

Trish Fawcett
ID Dept. of Water Resources
650 Addison Avenue West, Suite 500
Twin Falls, ID 83301

RE: TitleOne File No. 16282289

Dear Trish:

Enclosed with this letter please find the following:

1. The original executed Notice of Change in Water Right Ownership.
2. A copy of the recorded Warranty Deed.
3. Land title and Escrow, Inc. dba TitleOne's check no. 9175 payable to the Idaho Department of Water Resources in the amount of \$25.00 for water transfer fee.

Would you please make the necessary changes to indicate T Farms, LLC as the new owner. Please send a receipted copy to this office.

Should you have any questions, or if TitleOne may be of further assistance, please do not hesitate to contact this office.

Very truly yours,
TITLEONE CORPORATION

Nancy Garrett
Administrative Assistant

AR/nrg
Enc.
FedEx