

RECEIVED

APR 30 2015

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?
See Attached Exhibit A	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:

Lavel Stoker and Brent Stoker
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Alliance Land & Livestock, LLC
New owner(s) as listed on the conveyance documentName connector ☐ and ☐ or ☐ and/orC/o Lavel Stoker 546 Rabbit Run Rd Burley
Mailing address CityId 83318
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. $17 \times 25.00 = \$425.00$
 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. Alliance Land & Livestock, LLC

8. Signature:

F. Ray Robinson Title, if applicable Manager

4-20-15
Date

- Signature:

Lavel D. Stoker Title, if applicable Manager

4-20-15
Date

For IDWR Office Use Only:

Received by DM Date 4.30.2015 Receipt No. SD34734 Receipt Amt. \$425-

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

SUPPORT DATA

45-23330

"Exhibit A"

Water Rights:

Dairy Rights:

1. Decree 45-2333B for a total of 0.08 CFS, 24.4 AF, for commercial use (dairy) and for stock water. Priority Date: 06/15/50. Currently in the names of Brent Stoker and LaVel Stoker.
2. Decree 45-2524D for a total of 0.08 CFS, 16.8 AF, for commercial use (dairy) and for stock water. Priority Date: 12/27/60. Currently in the names of Brent Stoker and LaVel Stoker.
3. Decree 45-7072D for a total of 0.18 CFS, 49.6 AF, for commercial use (dairy) and for stock water. Priority Date: 11/03/70. Currently in the names of Brent Stoker and LaVel Stoker.
4. Decree 45-7105B for a total of 0.06 CFS, 11.6 AF, for commercial use (dairy) and for stock water. Priority Date: 07/31/72. Currently in the names of Brent Stoker and LaVel Stoker.
5. Decree 45-7116B for a total of 0.08 CFS, 34.0 AF, for commercial use (dairy) and for stock water. Priority Date: 12/26/72. Currently in the names of Brent Stoker and LaVel Stoker.
6. Decree 45-7161B for a total of 0.30 CFS, 71.6 AF, for commercial use (dairy) and for stock water. Priority Date: 12/26/73. Currently in the names of Brent Stoker and LaVel Stoker.
7. Decree 45-13858 for a total of 0.14 CFS, 27.1 AF, for commercial use (dairy) and for stock water. Priority Date 06/15/1950. Currently in the names of Brent Stoker and LaVel Stoker.
8. Decree 45-13860 for a total of 0.14 CFS, 20.7 AF, for commercial use (dairy) and for stock water. Priority Date: 12/27/1960. Currently in the names of Brent Stoker and LaVel Stoker.
9. Decree 45-13862 for a total of 0.32 CFS, 54.8 AF, for commercial use (dairy) and for stock water. Priority Date: 11/03/1970. Currently in the names of Brent Stoker and LaVel Stoker.
10. Decree 45-13864 for a total of 0.14 CFS, 51.5 AF, for commercial use (dairy) and for stock water. Priority Date: 12/26/1972. Currently in the names of Brent Stoker and LaVel Stoker.
11. Decree 45-13866 for a total of 0.72 CFS, 103.3 AF, for commercial use (dairy) and for stock water. Priority Date: 12/26/1973. Currently in the names of Brent Stoker and LaVel Stoker.
12. Decree 45-13868 for a total of 0.11 CFS, 13.0 AF, for commercial use (dairy) and for stock water. Priority Date: 07/31/1972. Currently in the names of Brent Stoker and LaVel Stoker.
13. Decree 45-13870 for a total of 0.11 CFS, 24.1 AF, for commercial use (dairy) and for stock water. Priority Date: 01/17/1973. Currently in the names of Brent Stoker and LaVel Stoker.
14. Decree 45-13872 for a total of 0.13 CFS, 29.8 AF, for commercial use (dairy) and for stock water. Priority Date: 03/20/1979. Currently in the names of Brent Stoker and LaVel Stoker.
15. License 45-13901 for a total of 0.17 CFS, 61.3 AF, for commercial use (dairy) and for stock water. Priority Date: 10/16/1987. Currently in the names of Brent Stoker and LaVel Stoker.
16. Decree 45-14250 for a total of 1.41 CFS, 250 AF, for commercial use (dairy) and for stock water. Priority Date: 05/04/1975. Currently in the names of Brent Stoker and LaVel Stoker.
17. Decree 45-14251 for a total of 0.25 CFS, 120.0 AF, for commercial use (dairy) and for stock water. Priority Date: 05/23/1962. Currently in the names of Brent Stoker and LaVel Stoker.

**LIMITED LIABILITY COMPANY RESOLUTION OF
Alliance Land & Livestock, L.L.C.**

THIS LIMITED LIABILITY COMPANY (the "Company") desires to execute certain loan documents for new loans as a Guarantor for Moo Mountain Milk, Inc. and, if required by Northwest Farm Credit Services, FLCA and or Northwest Farm Credit Services, PCA (together herein "Lender"), to encumber its assets;

AND HAS RESOLVED AS FOLLOWS:

1. F. Ray Robinson and LaVel D. Stoker are authorized agents to execute guaranty agreement(s) and other loan documents, including those encumbering any or all of the real or personal property of the company; and to execute documents evidencing, securing, and modifying new or additional loans or additional loan servicing documents or restructuring agreements as may become necessary.

IT IS FURTHER RESOLVED, that a duplicate or a conformed copy of this Resolution be executed by all Members or Managers, as the case may be, of the Company and forwarded to Lender. All authorities, powers and appointments made or granted herein shall continue until Lender receives written notice of change or revocation.

Robinson Idaho 101 Trust, Member

By: Jolene W. Robinson 7-1-14
Jolene W. Robinson, Investment Trustee

L&W Stoker 101 Trust, Member

BY: Wendy Stoker 7-1-14
Wendy W. Stoker, Investment Trustee

B&M Stoker 101 Trust, Member

BY: Marla J. Stoker 7-1-14
Marla J. Stoker, Investment Trustee

303654

WARRANTY DEED

#40800

parcel 15

For Value Received

LAVEL D. STOKER and WENDY STOKER, Husband and Wife, and BRENT J. STOKER and MARLA STOKER, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

ALLIANCE LAND & LIVESTOCK, L.L.C, an Idaho limited liability company
Address: 707 EAST 500 SOUTH, BURLEY, ID 83318

Hereinafter called the Grantee, the following described premises situated in CASSIA County, Idaho, to-wit:

TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 21: Part of the SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the E $\frac{1}{4}$ section corner of said Section 21, said corner marked by a US GLO iron pipe with brass cap which shall be the Point of Beginning;

Thence South 00°14'44" East along the West line of said Section 21 for a distance of 793.35 feet to a $\frac{1}{2}$ inch rebar;

Thence South 89°40'28" West for a distance of 35.25 feet to a $\frac{1}{2}$ inch rebar;

Thence along a non-tangent curve to the left for a distance of 2848.13 feet, said

curve having a radius of 1387.38 feet and a central angle of 117°37'18" with a long chord bearing of North 86°12'35" West for a distance of 2373.70 feet;

Thence South 89°40'28" West for a distance of 43.92 feet to a $\frac{1}{2}$ inch rebar;

Thence South 89°40'28" West for a distance of 144.24 feet to a $\frac{1}{2}$ inch rebar on the West line of the SE $\frac{1}{4}$;

Thence North 01°14'21" West along the West line of the SE $\frac{1}{4}$ for a distance of 623.06 feet to a US GLO iron pipe with brass cap at the Northeast corner of the SE $\frac{1}{4}$;

Thence North 89°40'28" East along the North line of the SE $\frac{1}{4}$ for a distance of 2602.03 feet to the Point of Beginning.

X

This property is being conveyed dry and without any water rights.
SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2005 and subsequent years, a lien, but not yet due or payable.

Well Use Agreement And Easements between L. Harold Stanger and Norva Stanger, husband and wife and LaVel D. Stoker and Wendy Stoker, husband and wife and Brent J. Stoker and Marla Stoker, husband and wife, dated January 21, 1998 and recorded January 26, 1998 as Instrument No. 253358 on Film No. 295, records of Cassia County, Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: August 15, 2005

Lavel D. Stoker
LAVEL D. STOKER

Wendy Stoker
WENDY STOKER

Brent J. Stoker
BRENT J. STOKER

Marla Stoker
MARLA STOKER

303654
CASSIA COUNTY, IDAHO
LARRY A. MICKELSEN
RECORDER
FEE \$60 DEPUTY JPM
2005 AUG 19 PM 1 14
RECORDED AT FILE & EBOOKS OF
LAND TITLE & EBOOKS OF

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 15th day of August, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **LAVEL D. STOKER** and **WENDY STOKER**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Terri McBride
Notary Public
State of Idaho

Terri McBride
Notary Public
Residing at: Superior
My Commission expires: 2-5-08

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 5th day of August, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **BRENT J. STOKER** and **MARLA STOKER**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Terri McBride
Notary Public
State of Idaho

Terri McBride
Notary Public
Residing at: Superior
My Commission expires: 2-5-08

257239

FLETCHER LAW OFFICE
BURLEY, IDAHOQUITCLAIM DEED

THIS DEED is made by BRENT J. STOKER and MARLA S. STOKER, also known as MARLA STOKER, husband and wife, and LAVEL D. STOKER and WENDY STOKER, husband and wife, (Grantor), to ALLIANCE LAND & LIVESTOCK, L.L.C., an Idaho Limited Liability Company, whose mailing address is 707 East 500 South, Burley, Idaho 83318, (Grantee).

W I T N E S S E R T H:

Grantor, in consideration of an ownership interest in Grantee, receipt of which is acknowledged by Grantor, forever quitclaims to Grantee and the assigns and successors of the Grantee, all of the interest of the Grantor in that real property located in Cassia County, Idaho, more particularly described on Exhibit A attached hereto, together with all appurtenances, water rights, remainders, rents, issues, and profits thereof, subject to the right of first refusal described on Exhibit B.

DATED this 10 day of August, 1998.

Brent J. Stoker
Brent J. Stoker

Marla S. Stoker
Marla S. Stoker

Lavel D. Stoker
Lavel D. Stoker

Wendy Stoker
Wendy Stoker

Parcels
14, 17,

FLETCHER LAW OFFICE
BURLEY, IDAHO

STATE OF IDAHO)
County of Cassia) ss

On this 10 day of August, in the year of 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared BRENT J. STOKER and MARLA S. STOKER, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Joan J. Knecht
Notary Public for Idaho
Residing at Burley
My commission expires on 1-1-2004

STATE OF IDAHO)
County of Cassia) ss

On this 10 day of August, in the year of 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared LAVEL D. STOKER and WENDY STOKER, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Joan J. Knecht
Notary Public for Idaho
Residing at Burley
My commission expires on 1-1-2004

PARCEL NO. 1:

**TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 21: That portion of the E $\frac{1}{2}$ NW $\frac{1}{4}$ lying South and East of the "J" Canal, also known as the Third Lift Canal.

PARCEL NO. 2:

**TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 21: That part of the NE $\frac{1}{4}$ lying East of the "J" Canal EXCEPTING THEREFROM the following described tracts:

TRACT NO. 1:

Beginning at the Northeast corner of said Section 21, said corner marked by a 3 inch Cassia County survey cap which shall be the Point of Beginning;
Thence South 0°32'00" East along section line for 343.59 feet to a ½ inch rebar;
Thence South 87°46'07" West for 485.25 feet to a ½ inch rebar;
Thence North 1°27'55" East for 360.66 feet to a P.K. Nail on section line;
Thence North 89°46'05" East along section line for 472.47 feet to the Point of Beginning.

TRACT NO. 2:

Beginning at the Northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 21;
Thence North 89°42' East along section line for 545.72 feet to a point which point shall be the True Point of Beginning;
Thence South 14°37'46" West for 153.46 feet to a point;
Thence South 6°21'57" West for 606.80 feet to a point;
Thence South 86°16'03" East for 147.87 feet to a point;
Thence North 29°46'12" East for 150.80 feet to a point;
Thence North 25°10'55" East for 328.68 feet to a point;
Thence North 66°20'01" West for 179.47 feet to a point;
Thence North 0°39'42" East for 261.36 feet to a point on the section line;
Thence South 89°42' West along said section line for 88.80 feet to the True Point of Beginning.

EXHIBIT A

TRACT NO. 3:

Beginning at the Northeast corner of the NW¼NE¼ of said Section 21, said corner marked by a 5/8 inch rebar; Thence South 89°46'05" West along the section line for 313.85 feet to a ½ inch rebar which shall be the True Point of Beginning;

Thence South 00°47'37" East for 312.53 feet to a ½ inch rebar;

Thence South 83°30'20" West for 208.15 feet to a ½ inch rebar;

Thence North 66°18'20" West (North 66°20'01" West Rec.) for 179.47 feet to a ½ inch rebar;

Thence North 00°41'23" East (North 00°39'42" East Rec.) for 261.48 feet to a P.K. Nail;

Thence North 00°41'23" East (North 00°39'42" East Rec.) for 0.99 feet to a point on the section line;

Thence North 89°46'05" East for 163.67 feet to the Point of Beginning.

TRACT NO. 4:

Beginning at a point on the North line of said Section 21 that is North 89°28'20" East 634.52 feet along the section line from the N¼ corner of said Section 21 and running Thence North 89°28'20" East 1519.06 feet along the section line to the point that is South 89°28'20" West 472.47 feet along the section line from the Northeast corner of said Section 21;

Thence South 1°10'10" West 24.42 feet;

Thence South 88°41'43" West 439.05 feet to a point of curvature;

Thence along a 28,680.89 feet radius curve (Chord Bearing of South 89°05'01" West), 388.92 feet to a point of tangency;

Thence South 89°28'20" West 690.97 feet;

Thence North 0°26'02" East 33.00 feet to the point of Beginning.

EXHIBIT B

Should Grantee dissolve, or should Grantee attempt to sell the real property described on Exhibit A, or any portion thereof (real property), and receive an offer that is acceptable to Grantee, Grantee shall furnish a written copy of the offer to Grantor. Grantor shall have thirty (30) days from receipt of the written offer to agree to purchase that portion of the real property described in the offer pursuant to the terms of the offer. Any acceptance of the offer by Grantor must be in writing, signed by Grantor and must be delivered to Grantee no later than the 30th day following receipt of the written offer from Grantee.

Should Grantor fail to agree to purchase that portion of the real property described in the real property described in the offer pursuant to the terms of the offer by the 30th day following receipt of the offer, Grantor's right to purchase that portion of the real property shall be null and void and Grantee may go forward and sell that portion of the real property as described in the offer so long as Grantee closes the sale described in the written offer pursuant to the terms set forth in the offer. If for any reason the sale is not closed pursuant to the terms of the written offer furnished to Grantor, Grantor's right to purchase the real property shall be reinstated and Grantee shall be required to provide notice to Grantor of any

EXHIBIT B

other offer pursuant to these terms.

Should Grantor fail to agree to purchase the real property described in the offer, Grantor's right of first refusal shall remain in effect as to any other portion of the real property described on Exhibit A which is not described in the offer.

Any attempted conveyance of any portion of the real property in violation of these terms shall be null and void.

Grantor's rights stated herein run with the real property described on Exhibit A until released by instruments recorded in the office of the Cassia County Recorder signed by Grantor and Grantee. In any event, this right of first refusal shall expire December 31, 2030.

This right of first refusal shall be binding upon the heirs, legal representatives, and assigns of the parties and shall run to the benefit of Grantor's heir, successors, and assigns.

Should Grantee breach the terms of this right of first refusal, Grantee shall pay all costs and expenses, including reasonable attorney fees, which may arise from enforcing the terms of this right of first refusal or in pursuing any other lawful remedy.

Grantee shall have the full use and enjoyment of the real property described on Exhibit A except as to the rights herein granted, and shall be entitled to pledge the real property

EXHIBIT B



as security for loans in favor of Grantee without violating this right of first refusal. Grantor subrogates any interest that Grantor has in the real property pursuant to this right of first refusal to the rights of any lender of Grantee holding a mortgage or deed of trust describing any portion of the real property described on Exhibit A.

Any notice required by this right of first refusal must be personally served upon the party receiving notice.

RECORDED AT THE REQUEST OF
LAND-TITLE & ESCROW
FILM 307
NOV AUG 11 A 11:42 257239
CASSIA COUNTY, IDAHO
DARRELL H. ROSHELLEY
RECORDER
FEE 24 DEPUTY SK
LAND-TITLE & ESCROW

EXHIBIT B