

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 24 2014

Department of Water Resources
Eastern 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?
35-14348	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: Carolyn, Clodene & Robert Bingham, & Beverly Truman
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Agri-service LLC
New owner(s) as listed on the conveyance document
- PO Box 285
Mailing address
208--734-7772
Telephone
- Twin Falls
City
clinschnoor@agriservice.com, stevebair@agri-service.com
Email
- Name connector ☐ and ☐ or ☐ and/or
ID 83303-0285
State ZIP
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: June 26, 2014
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] President 11/5/15
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 JB Date 11/24/2014 Receipt No. E040432 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 JB Processed by JB Date 12/30/14

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	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

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- PO Box 285 Twin Falls ID 83303-0285
Mailing address City State ZIP
- 208--734-7772 clinschnoor@agriservice.com, stevebair@agri-service.com
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Name on W-9 _____ Approved by JB Processed by JB Date 12/30/14

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221

Instrument # 659703
BINGHAM COUNTY, IDAHO
2014-06-30 03:53:33 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - BLACKFO
SARA J. STAUB Fee: \$13.00
Ex-Officio Recorder Deputy KSecrist
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **502489-B (Id)**

Date: **June 26, 2014**

For Value Received, **Carolyn Bingham, Beverly Truman, Chlodene Bingham and Robert J Bingham, Co-Trustee of The Robert J. Bingham Family Protection Trust, dated July 11, 2003, each an undivided 1/4 interest**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Agri-Service, LLC, an Idaho Limited Liability Company**, hereinafter called the Grantee, whose current address is **PO Box 285, Twin Falls, Idaho 83303-0285**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

PARCEL 1:

Part of the NW1/4NE1/4 Section 31, Township 2 South, Range 35 East B.M., Bingham County, Idaho described as: Commencing at the North 1/4 corner of Section 31; thence S 89°43'42" E 452.87 feet along the section line to the point of beginning. Thence S 89°43'42" E 525.00 feet continuing along the section line; thence S 00°00'00" E 1056.28 feet to a point on the northern right of way line of the Salmon River Railroad; thence N 73°35'12" W 606.58 feet along said right of way line to the SE corner of lands described in deed instrument 644903 thence along the easterly line of deed Instruments 644903 and 628878 the following courses: N 01°42'51" E 814.49 feet; thence N 36°48'55" E 54.01 feet; thence N 00°16'18" E 30.00 feet to the point of beginning.

PARCEL 2:

Part of the NE1/4 Section 31, Township 2 South, Range 35 East B.M., Bingham County, Idaho described as: Commencing at the Northeast corner of Section 31; thence N 89°43'42" W 982.00 feet along the section line to the point of beginning. Thence S 00°16'18" W 1246.11 feet to a point on the northerly right of way line of the Salmon River Railroad; thence N 73°35'12" W 682.88 feet along said right of way line; thence N 00°00'00" W 1056.28 feet to a point on the north line of section 31; thence S 89°43'42" E 660.96 feet along the section line to the point of beginning.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's successors and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 06/20/2014

Warranty Deed
- continued

File No.: 502489-B (Id)

Carolyn Bingham
Carolyn Bingham

Chlodene Bingham
Chlodene Bingham

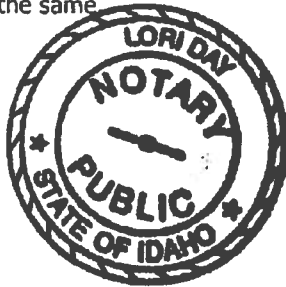
Beverly Truman
Beverly Truman

The Robert J. Bingham Family Protection
Trust, dated July 11, 2003

Robert J Bingham
Robert J Bingham, Co-Trustee

STATE OF Idaho)
SS.
COUNTY OF Bingham)

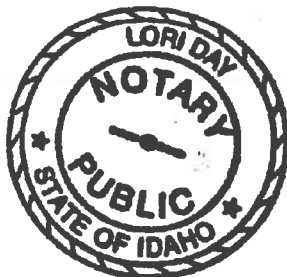
On this **26th day of June, 2014**, before me, a Notary Public in and for said State, personally appeared **Carolyn Bingham and Beverly Truman and Chlodene Bingham**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same



Lori Day
Notary Public for the State of Idaho
Residing at: Blackfoot, Idaho
My Commission Expires: 11/27/2015

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this **26th day of June, 2014**, before me, a Notary Public in and for said State, personally appeared **Robert J Bingham**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as ~~Co~~-Trustee of the **the Robert J. Bingham Family Protection Trust**, and acknowledged to me that he executed the same as such ~~Co~~-Trustee.



Lori Day
Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 11/27/2015