

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 08 2014

Notice of Change in Water Right Ownership

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
47-8395	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: _____

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Hay-Del Dairy LLC

New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

1944 S. 2100 E.

Gooding

ID

83330

Mailing address

City

State

ZIP

208-286-2796

hay-deldairy@hotmail.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: July, 2014

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. 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 AM

Date 7/8/2014

Receipt No. S0341143

Receipt Amt. \$25-

Approved by _____

Processed by _____

Date _____

TWIN FALLS COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW - TWIN
01:05:46 PM 07-03-2014
2014011031
NO. PAGES 5 FEE: \$22.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: JWD
Electronically Recorded by Simplifile

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

RABO AGRIFINANCE, INC., a Delaware
corporation,

Plaintiff,

vs.

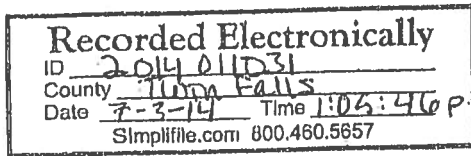
ANTONIO H. AZEVEDO, an individual; U.S.
BANK NATIONAL ASSOCIATION, a
national banking association; J.D. HEISKELL
HOLDINGS, L.L.C. dba J.D. HEISKELL &
CO., a California limited liability company;
J & M CATTLE COMPANY, LLC, an Idaho
limited liability company; STATE OF IDAHO,
DEPARTMENT OF HEALTH AND
WELFARE; IDAHO STATE TAX
COMMISSION; IDAHO DEPARTMENT OF
LABOR, GARY RAINSDON, in his capacity
as the Chapter 7 Bankruptcy Trustee of the
Estate of Antonio H. Azevedo,,

Defendants.

Case No. CV 12-4212

SHERIFF'S DEED

THIS DEED is made this 21st day of June, 2014, by and between TOM CARTER,
Sheriff of the County of Twin Falls, State of Idaho, "Grantor", and HAY-DEL DAIRY, LLC, an
Idaho limited liability company, "Grantee".



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

RABO AGRIFINANCE, INC., a Delaware
corporation,

Plaintiff,

vs.

ANTONIO H. AZEVEDO, an individual; U.S.
BANK NATIONAL ASSOCIATION, a
national banking association; J.D. HEISKELL
HOLDINGS, L.L.C. dba J.D. HEISKELL &
CO., a California limited liability company;
J & M CATTLE COMPANY, LLC, an Idaho
limited liability company; STATE OF IDAHO,
DEPARTMENT OF HEALTH AND
WELFARE; IDAHO STATE TAX
COMMISSION; IDAHO DEPARTMENT OF
LABOR, GARY RAINSDON, in his capacity
as the Chapter 7 Bankruptcy Trustee of the
Estate of Antonio H. Azevedo,,

Defendants.

Case No. CV 12-4212

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Sheriff of the County of Twin Falls, State of Idaho, "Grantor", and HAY-DEL DAIRY, LLC, an
Idaho limited liability company, "Grantee".

WHEREAS, by virtue of a *Writ of Execution* issued out of and under the seal of the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, on February 4, 2013, in favor of plaintiff, RABO AGRIFINANCE, INC., a Delaware corporation, and against defendant, ANTONIO H. AZEVEDO, which was directed and delivered to the said Sheriff commanding him to sell real property, appurtenances and fixtures owned by defendant ANTONIO H. AZEVEDO, deceased, described in the *Notice of Levy on Real Estate Under Execution* accompanying the said Writ of Execution; and

WHEREAS, the said Sheriff, in obedience to said command to sell the real estate, appurtenances and fixtures described therein and hereinafter particularly described, did on April 30, 2013, sell the said real estate, appurtenances and fixtures at public auction at the Twin Falls County Courthouse, located at 425 Shoshone Street North, Twin Falls, Idaho, at the hour of 2:00 p.m., after having first given due notice of the time and place of such sale according to law; at which sale the said real estate, appurtenances and fixtures were sold to RABO AGRIFINANCE, INC., a Delaware corporation, for the total sum of ~~Four Hundred Fifty Thousand Dollars and 06/100 (\$450,000.00)~~ \$450,000.00. The sum of \$450,000.00 was paid by RABO AGRIFINANCE, INC., a Delaware corporation, toward the *Judgment and Decree of Foreclosure* as a credit bid.

RABO AGRIFINANCE, INC., a Delaware corporation, being the highest bidder, and that being the highest sum bid for the real property, appurtenances and fixtures, whereupon the said Sheriff, gave to said purchaser a *Sheriff's Certificate of Sale* as is by law directed to be given, which said *Sheriff's Certificate of Sale* dated May 2, 2013, was recorded May 3, 2013, as Instrument No.

2013-009758 records of Twin Falls County Idaho; and

WHEREAS, Rabo Agrifinance, Inc., has assigned all of its right, title and interest in and to that certain *Sheriff's Certificate of Sale* dated May 2, 2013, issued by the Sheriff of Twin Falls County, Idaho, in favor of Hay-Del Dairy, LLC., an Idaho limited liability company; and

WHEREAS, twelve months from the date of said sale and the recording of the *Sheriff's Certificate of Sale* has expired without any redemption of the said real property, appurtenances and fixtures having been made by any of the defendants or any one claiming under them.

NOW THIS INDENTURE WITNESSETH, that Tom Carter, the Sheriff aforesaid, by virtue of the said *Writ of Execution*, and in consideration of the sums of money to him in hand paid as aforesaid by the said purchaser, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents, does GRANT, BARGAIN, SELL, CONVEY and CONFIRM, unto the Grantee, and to its assigns, forever, all the right, title, interest and claim which the said judgment debtor, and all other defendants, had on April 30, 2013, or any time afterwards, or now have, in and to all of that real property, appurtenances and fixtures located in Twin Falls County, Idaho, specifically described as follows, to-wit:

Township 10 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho.

Section 12: SW¼SE¼, Except that portion lying South and East of the coulee.

TOGETHER WITH (a) all water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights) appurtenant to the Real Property; (b) all other rights, royalties, and profits appurtenant to the Real Property, including without limitation all minerals, oil, gas, geothermal

similar matters; and (c) all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way, and appurtenances to the Real Property.

TO HAVE AND TO HOLD the said real property, appurtenances and fixtures, unto the Grantee and its assigns, forever as fully and absolutely as the said Sheriff can, may or ought to, by virtue of the said *Writ of Execution* and of the statute in such case made and provided, grant, bargain, sell, convey and confirm the same.

IN WITNESS WHEREOF, the said Sheriff, the said Grantor, has hereunto set his hand and seal the day and year first above written.

DATED this 26th day of June, 2014.

TWIN FALLS COUNTY SHERIFF

By Tom Carter
TOM CARTER

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 26th day of June, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared TOM CARTER, Sheriff of Twin Falls County, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



David A. Coleman
NOTARY PUBLIC
Residing at: Twin Falls, Idaho
My Commission Expires: 4-17-2016