

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

DEC 23 2013

WATER RESOURCES
WESTERN 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?
LIC 63-11633	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Robert Harris, JoAnn Harris (John Hepton and Jodi Hepton did not file notice)
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Snake River Dairies, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|-----------------------------|--------------|-----------|--------------|
| <u>15188 S. Can-Ada Rd.</u> | <u>Melba</u> | <u>ID</u> | <u>83641</u> |
| Mailing address | City | State | ZIP |
| <u>(208)495-2034</u> | | | |
| 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: September 6, 2013
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: Jerry L. Smith Member 12/17/13
 Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable _____ Date _____
 Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JA Date 12-23-13 Receipt No. W041728 Receipt Amt. \$25.00
 Approved by RS Processed by J. Strange Date 6-6-14

CLIENT:3125157.1



8151 W. Rifleman Street
Boise, ID 83704

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

2013-042374

RECORDED

09/13/2013 01:25 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=2 BJBROWN

\$13.00

TYPE: DEED

PIONEER TITLE CANYON - CALDWELL

ELECTRONICALLY RECORDED

File No. 538488 mv/hh

WARRANTY DEED

For Value Received

John Hepton and Jodi Hepton, Husband and Wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Snake River Dairies, LLC

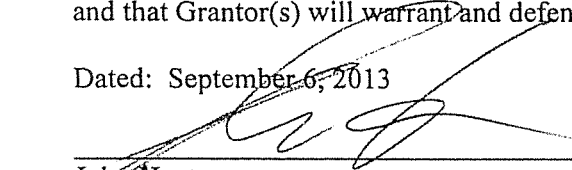
hereinafter referred to as Grantee, whose current address is

The following described premises, to-wit:

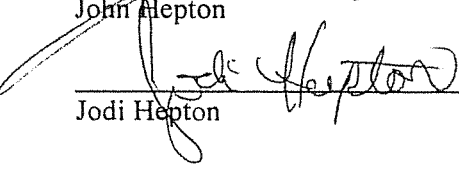
See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: September 6, 2013



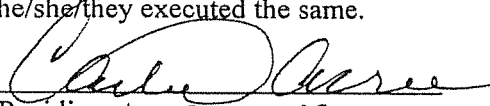
John Hepton



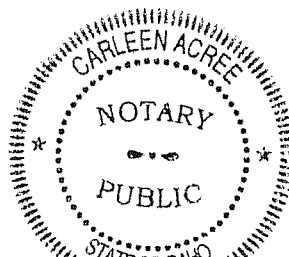
Jodi Hepton

State of Idaho, County of Ada

On this 12 day of September in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared John Hepton and Jodi Hepton known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.


Residing at: Nampa

Commission Expires: 3/9/2016





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Boise, ID 83704

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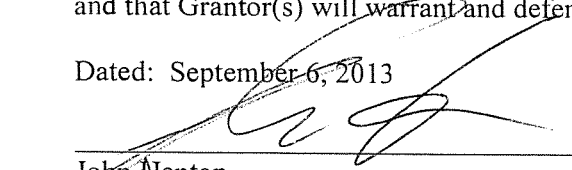
hereinafter referred to as Grantee, whose current address is

The following described premises, to-wit:

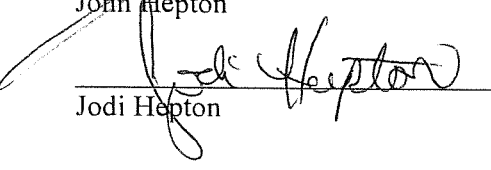
See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

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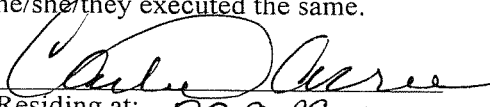
John Hepton



Jodi Hepton

State of Idaho, County of Ada

On this 12 day of September in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared John Hepton and Jodi Hepton known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.


Residing at: Nampa
Commission Expires: 3/9/2016

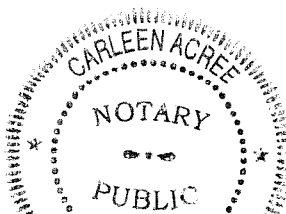


EXHIBIT A

A parcel of land in the North Half of the Southeast Quarter of Section 24, Township 1 South, Range 2 West, Boise Meridian, Canyon County, Idaho described as follows:

BEGINNING at the East Quarter corner of said Section 24; thence
South 00° 19' 59" West, 391.87 feet along the East line of said Section (centerline of Can-Ada Road); thence
North 89° 15' 25" West, 24.56 feet to a 5/8 inch pin; thence
North 89° 15' 25" West, 494.95 feet to a 5/8 inch pin; thence
South 00° 52' 02" East 298.97 feet to a 5/8 inch pin; thence
South 88° 12' 49" East, 372.11 feet to a 5/8 inch pin; thence
North 04° 09' 17" East, 71.45 feet to a 5/8 inch pin; thence
North 72° 59' 12" East, 82.89 feet to a 5/8 inch pin; thence
North 87° 44' 31" East, 32.42 feet to a 5/8 inch pin; thence continuing
North 87° 44' 31" East, 25.00 feet to a point in said East line of Section 24; thence
South 00° 19' 59" West, 520.79 feet along said East section line to a point; thence
North 88° 01' 28" West, 23.53 feet; thence continuing
North 88° 01' 28" West 206.28 feet to a 5/8 inch pin; thence
South 09° 02' 27" West, 120.52 feet to a 5/8 inch pin; thence
North 88° 31' 47" West, 145.85 feet to a 5/8 inch pin; thence
South 09° 54' 47" West, 91.32 feet to a point on the South line of said North Half of the Southeast Quarter, which
point falls in a ditch and is marked by a witness pin set
North 09° 54' 47" East, 1.23 feet; thence along said South line
North 89° 04' 08" West, 2227.00 feet to a found 5/8 inch pin at the Southwest corner of said North Half of the
Southeast Quarter of said section; thence along the West line of said North Half of the Southeast Quarter,
North 00° 03' 10" East, 1324.25 feet to a brass cap at the Northwest corner of said North Half of the Southeast
Quarter; thence along the North line of said North Half of the Southeast Quarter,
South 89° 02' 09" East 2642.49 feet to the POINT OF BEGINNING.