

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

OCT 25 2013

DEPARTMENT OF
WATER RESOURCES

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?
PD 63-3362	Yes ☐		Yes ☐		Yes ☐
PD 63-7531	Yes ☐		Yes ☐		Yes ☐
LIC 63-10383	Yes ☐		Yes ☐		Yes ☐
LIC 63-11347	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Tyson Fresh Meats Inc.

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Ray Montierth and Susan Montierth

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

825 Heartland Drive

Nampa

ID

83686

Mailing address

City

State

ZIP

(208) 989-8310

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: 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.

SUPPORT DATA

IN FILE # 63-3362

8. Signature: [Signature] [Signature] 10/23/13
- Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] [Signature] 10/23/13
- Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by HP Date 10-25-13 Receipt No. 2097906 Receipt Amt. 100.00

Approved by _____ Processed by [Signature] Date 10-28-2013

AT-189863

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Tyson Fresh Meats, Inc., a Delaware Corporation (formerly known as IBP, Inc., formerly known as Iowa Beef Processors, Inc., and successor by merger to Columbia Foods, Inc., a Washington Corporation) (the "Grantor") does hereby grant, bargain, sell, and convey unto Ray Montierth and Susan Montierth, husband and wife, as joint tenants with right of survivorship, whose address is 825 Heartland Drive, Nampa, ID 83686, ("Grantee"), all of Grantor's right, title and interest in and to that certain real property located in Ada County, Idaho, legally described on Exhibit A, attached hereto and incorporated herein (the "Premises").

TO HAVE AND TO HOLD the Premises, subject to the deed restriction set forth on Exhibit B attached hereto and incorporated herein, with its appurtenances unto Grantee, and Grantee's successors and assigns forever.

Grantor does hereby covenant to and with Grantee, that the Grantor is the owner in fee simple of the Premises; that the Premises are free from all encumbrances created or suffered by Grantor, except those set forth herein, and except those made, suffered or done by Grantee, and except the matters set forth on Exhibit C to this Special Warranty Deed and except general taxes and assessments, including utility assessments for the current year, which are not yet due and payable, and that Grantor will warrant and defend the same forever from and against the lawful claims of all persons claiming by, through or under Grantor, but none other. By accepting this Special Warranty Deed, and subject to the covenants and warranties in this Special Warranty Deed, Grantee acknowledges and understands that Grantee is accepting the Premises from Grantor in an "As-Is" condition with all faults, including both latent and patent defects.

Recorded Electronically	
ID	113051341
County	Ada
Date	5/10/13
Time	11:42am
Simplifile.com 800.460.5657	

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8th IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed this day of May, 2013.

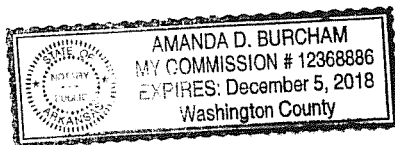
GRANTOR:

TYSON FRESH MEATS, INC.

By: R. Read Hudson
Name: R. Read Hudson
Title: Secretary and Vice President

State of Arkansas)
 S.S.
County of Washington)

On this 8th day of May, in the year of 2013, before me the undersigned notary public, personally appeared R. Read Hudson, known or identified to me to be the Secretary and Vice President of Tyson Fresh Meats, Inc., on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Amanda D. Burcham
Notary Public for Washington County
Residing at Springdale, AR
My Commission expires December 5, 2018

Exhibit A

Legal Description

Parcel 1:

Lots 3 and 4 and the East ½ of the Southwest ¼; and the Southwest ¼ of the Southeast ¼, all in Section 31, Township 2 North, Range 2 East of the Boise Meridian, in Ada County, State of Idaho.

Parcel 2:

The East ½ of the Northwest ¼; and the Northeast ¼, all in Section 6, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho.

EXCEPTING THEREFROM: A parcel of land in the Northeast ¼ of Section 6, Township 1 North, Range 2 East, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

**Beginning at the Northeast corner of Section 6, Township 1 North, Range 2 East, Boise-Meridian; thence
West along the North section line of Section 6 a distance of 400.00 feet to a point; thence
South parallel to the East section line of Section 6 a distance of 545.00 feet to a point; thence
East parallel to the North section line of Section 6 a distance of 400.00 feet to the intersection of
the East section line of Section 6; thence
North along the East section line of Section 6 a distance of 545.00 feet to the POINT OF
BEGINNING.**

Parcel 3:

East ½ of the Southwest ¼ of Section 6, Township 1 North, Range 2 East of the Boise Meridian, Ada County, Idaho.

Parcel 4:

The West ½ of the Southeast ¼ of Section 6, Township 1 North, Range 2 East, Boise-Meridian, Ada County, Idaho;

EXCEPT that portion described as follows:

**Beginning at the Southeast corner of the Southwest ¼ of the Southeast ¼ of said Section 6;
thence
North 295.00 feet; thence
West 147 ½ feet; thence
South 295 feet to a point; thence
East 147 ½ feet to the POINT OF BEGINNING.**

Parcel 5:

Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 1 North, Range 2 East, of the Boise Meridian, Ada County, Idaho.

Parcel 6:

Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7 and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, all in Township 1 North, Range 2 East of the Boise-Meridian, records of Ada County, State of Idaho.

EXCEPTING THEREFROM a parcel of land situated in the Northeast $\frac{1}{4}$ of Section 7, Township 1 North, Range 2 East, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the North quarter corner of said Section 7, a point marked by an aluminum cap; thence along the North line of said Section 7, South $89^{\circ}19'04''$ East 50.00 feet to the POINT OF BEGINNING, marked by a $\frac{5}{8}$ " iron pin; thence continuing South $89^{\circ}19'04''$ East 758.46 feet to a point, marked by a $\frac{5}{8}$ " iron pin; thence leaving the North line of said Section 7 along a line parallel to the North-South center of section line South $00^{\circ}07'49''$ East 681.87 feet to a point marked by a $\frac{5}{8}$ " iron pin; thence leaving said parallel line and parallel to the North line of said Section 7 North $89^{\circ}19'04''$ West 352.64 feet to a point, marked by a $\frac{5}{8}$ " iron pin; thence leaving said parallel line North $45^{\circ}00'00''$ West 575.17 feet to a point, marked by a $\frac{5}{8}$ " iron pin; thence along a line 50.00 feet East of and parallel to the North-South center of section line North $00^{\circ}07'49''$ West 280.00 feet to the POINT OF BEGINNING.

Parcel 7:

The East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; and Government Lots 3 and 4 of Section 7, Township 1 North, Range 2 East, Boise Meridian, Ada County, State of Idaho.

Parcel 8:

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; and Government Lots 1, 2, 3 and 4 of Section 18, Township 1 North, Range 2 East, Boise Meridian, Ada County, State of Idaho.

Parcel 9:

Government Lot 1 of Section 19, Township¹North, Range 2 East, Boise Meridian, Ada County, State of Idaho.

Parcel 10:

Lots 1 and 2 and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, all in Section 7, Township 1 North, Range 2 East of the Boise Meridian, Ada County, Idaho.

Except any portion lying within the right-of-way for South Cole Road and Barker Road.

Parcel 11:

All that portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ in Section 12, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho, lying South of the railroad tracks.

Except any portion lying within the rights-of-way for South Cole Road and Oregon Short Line Railroad.

Parcel 12:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 1 North, Range 2 East, of the Boise Meridian in Ada County, State of Idaho.

Except ditch and road rights-of-way.

Exhibit B

Deed Restriction

Grantee covenants that the said property conveyed by virtue of this deed shall not be used for or in support of the growing, processing or further processing of meat or meat by-products, but nothing in this restriction is to be construed to prohibit the sale, marketing or distribution of meat or meat by-products. This covenant, condition, and restriction shall remain in effect for a period of twenty (20) years. The aforesaid covenant, condition, and restriction shall run with and bind the said property, and shall bind Grantee, its successors and assigns, including its subsequent grantees, and shall inure to the benefit of and be enforceable by Tyson Foods, Inc., or an affiliated company, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent such violations of such covenants, condition, and restriction and/or to recover damages for such violations.

Exhibit C

Permitted Exceptions

This conveyance is made subject to all liens, claims, easements, restrictions, reservations, irregularities, encroachments, rights of way, clouds on title, encumbrances and other exceptions to title of record or otherwise existing upon or against the Property including, but not limited to, those visible upon a physical inspection of the Property and any liens for taxes and assessments. This conveyance is also made subject to those general and specials exceptions to title disclosed by the title commitment issued prior to and in support of the transaction which culminated in this conveyance and which are incorporated into and made a part of this Exhibit C.

1. Levies and assessments of the Pleasant Valley Irrigation District, and the rights, powers and easements of said district as by law provided.
2. Ditch, road and public utility easements as the same may exist over said premises.
3. Right of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
4. Rights of the public in and to that portion of the premises lying within the rights-of-way of Columbia Road, South Cole Road, Barker Road, Kuna Mora Road and South Curtis Road
5. Subject to rights of way as disclosed by available maps:
For: Oregon Shortline Railroad.
6. Agreement and the terms and conditions contained therein
Between: Boise Water and Land Company
And: Nettie Donovan
Recorded: November 10, 1911
Instrument No.: 39337
Book: 100 of Deeds, Page: 237
Affects: Parcels 5 and 8

7. Exceptions and reservations contained in the deed from the State of Idaho wherein mineral rights are reserved to the state. (47-701 Idaho Code).
Recorded: August 4, 1954
Instrument No.: 363390
Book: 390, Page: 629
Affects: Parcel 1
8. Exceptions and reservations contained in the deed from the State of Idaho wherein mineral rights are reserved to the state. (47-701 Idaho Code).
Recorded: February 9, 1951
Instrument No.: 406434
Book: 425, Page: 191
Affects: Parcel 1
9. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: August 23, 1967
Instrument No.: 672018
Affects: Parcel 1
10. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: October 8, 1968
Instrument No.: 701431
Affects: Portion of Parcel 4
11. Agreement and the terms and conditions contained therein
Between: Oregon Short Line Railroad Company, Union Pacific Railroad Company
And: Missouri Beef Packers, Inc.
Purpose: Contract for Sewer Pipe Line Crossings
Recorded: July 2, 1973
Instrument No.: 852393
Affects: Section 7

The exact location and extent of said easement is not disclosed of record.

12. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: January 30, 1974
Instrument No.: 873305
Affects: Parcel 7

13. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: March 15, 1974
Instrument No.: 877998
Affects: Parcel 5
14. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Purpose: Roadway Easement
Recorded: March 16, 1977
Instrument No.: 7711152
Affects: Parcel 6
15. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Purpose: Pipeline
Recorded: March 17, 1981
Instrument No.: 8110737
Affects: Parcel 4
16. Easements reservations and dedications, as shown on record of survey No. 724.
Recorded: April 17, 1985
Instrument No.: 8520112
Affects: Parcels 5 and 6
17. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: January 29, 1987
Instrument No.: 8706048
Affects: Parcel 6
18. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: January 8, 1988
Instrument No.: 8801107
Affects: Parcel 6
19. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein:
Purpose: Roadway easement allowing ingress and egress, water, gas, electricity and all utility purposes
Recorded: March 15, 1993
Instrument No.: 9318776
Affects: Parcel 6

20. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein:
Purpose: Roadway easement allowing ingress and egress, water, gas, electricity and all utility purposes
Recorded: June 11, 1993
Instrument No.: 9345450
Affects: Parcel 6
21. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: August 10, 1993
Instrument No.: 9364516
Affects: Parcel 6
22. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: August 10, 1993
Instrument No.: 9364517
Affects: Parcel 6
23. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Purpose: Ingress and egress
Recorded: November 5, 1993
Instrument No.: 9393337
Affects: Parcel 6
- Note: Said easement is a re-recording of Instrument Nos. 9381558 and 9393128, and was corrected by Affidavit recorded January 24, 1994 under Instrument No. 94006224.
24. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: July 18, 1996
Instrument No.: 96059991
Affects: Parcel 2
25. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: July 18, 1996
Instrument No.: 96059992
Affects: Parcel 7

26. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Purpose: Roadway easement allowing ingress and egress, water, gas, electricity and all utility purposes

Recorded: March 13, 1998

Instrument No.: 98023087

Affects: Parcel 6

27. Environmental Covenant and the terms and conditions contained therein

Between: Tyson Fresh Meats, Inc.

And: Idaho Department of Environmental Quality

Recorded: April 29, 2013

Instrument No.: 113045925

Affects: Parcel 7

