

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

JUN 12 2013

WATER RESOURCES
WESTERN REGION

DE✓

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 61-2216	Yes ☐		Yes ☐		Yes ☐
PD 61-7238	Yes ☐		Yes ☐		Yes ☐
See Additional #s Next Page	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Drusilla Oppedyk and Edward Oppedyk
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): MPD Holding, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

2935 West 2050 South Aberdeen ID 83210
Mailing address City State ZIP

Telephone _____ Email _____

4. If the water rights and/or adjudication claims were split, how did the division occur? N/A
☐ 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: 5-24-13

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 # 61-2216

8. Signature: [Signature] Member 5-24-13
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by JA Date 6/12/2013 Receipt No. W041224 Receipt Amt. \$100.06
Approved by RS Processed by JA Date 10/16/13

SCANNED

OCT 17 2013

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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WESTERN REGION

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Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
PD 61-11969	Yes ☐		Yes ☐		Yes ☐
PD 61-11971	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Edward Oppedyk and Drusilla Oppedyk, Trustees of the Edward and Drusilla Oppedyk Family Trust
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): MPD Holding, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 2935 West 2050 South Aberdeen ID 83210
Mailing address City State ZIP
- Telephone _____ Email _____

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8. Signature: [Signature] Member 5-24-13
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

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Received by JA Date 6/12/2013 Receipt No. W041224 Receipt Amt. \$100.00
 Approved by RS Processed by JL Date 10/16/13

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:**

MPD Holding, LLC
2935 West 2050 South
Aberdeen, Idaho 83210

Instrument # 435635 # Pages: 7
ELMORE COUNTY, Idaho
May 24, 2013 2:11:38 pm Fee: \$ 28.00
For: ALLIANCE TITLE & ESCROW CORP
BARBARA STEELE, Recorder
DELLIS, Deputy

RECEIVED

JUN 12 2013

WATER RESOURCES
WESTERN REGION

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, Edward and Drusilla Oppedyk Family Trust dated February 15, 2002 ("**Grantor**"), does hereby sell and convey unto MPD Holding, LLC, an Idaho limited liability company, whose current address is 2935 West 2050 South Aberdeen, Idaho 83210 ("**Grantee**"), that certain real property located in Elmore County, State of Idaho, more particularly described on **Exhibit A** attached hereto, together with all and singular the rights, privileges, interests, easements, hereditaments and appurtenances thereto and buildings, structures and improvements located thereon including, without limitation, all of Grantor's right, title and interest, if any, in and to Water Right No. 61-2216, Water Right No. 61-7238, Water Right No. 61-11969, and Water Right No. 61-11971 ("**Property**").

SUBJECT TO all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, all matters which would be revealed or disclosed by a physical inspection or survey of the Property, all matters of record and general taxes and assessments, including irrigation and utility assessments for the current year, which are not due and payable.

PROVIDED, all water rights appurtenant to the Property shall remain with the Property and shall not be sold, transferred, severed or modified and any such sale, transfer, severance or modification or attempt to do so shall be void.

PROVIDED FURTHER, any dairy operated on the real property described in Exhibit B attached hereto and incorporated herein by this reference ("**Dairy Property**") may discharge animal waste from such dairy operation onto the Property and the owner of the Property shall not interfere with or deny such discharge. The application of such animal waste onto the Property shall be made in accordance with all local, state and federal laws, ordinances and regulations.

PROVIDED FURTHER, the Property may not be used or operated in a manner which would impair, alter or discontinue any approvals, certificates, or permits of any dairy operating on the Dairy Property including, without limitation, any National Pollutant Discharge Elimination System permit or Concentrated Animal Feeding Operation Siting and Conditional Use Permit. Grantee, its successors and assigns, shall

cooperate with any request by the operator of a dairy on the Dairy Property to procure, renew, amend or defend any approvals, certificates, or permits necessary for the operation of such dairy.

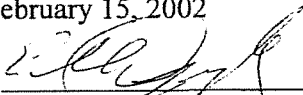
Grantor, for itself and for its successors in interest, by this provision expressly limits the warranties and covenants of this deed to those herein expressed, and excludes all warranties and covenants arising or to arise by statutory or other implication. Subject to the exceptions and limitations contained in this deed, Grantor covenants to warrant and defend Grantee against all lawful claims and interest in the above described Property arising, by through or under Grantor, but not otherwise.

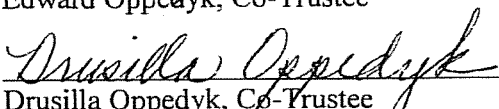
By acceptance and recordation of this deed, Grantee acknowledges and agrees that (i) Grantee is not relying on any representation, warranty, written information, data, reports or statement of Grantor or any of its agents with respect to any aspect, feature or condition of the Property and (ii) delivery of the Property is in "AS IS" condition with all faults including both latent and patent defects. Grantee agrees by acceptance and recordation of this deed that all disclaimers of warranties shall be construed liberally in favor of Grantor.

DATED: May 24, 2013

GRANTOR:

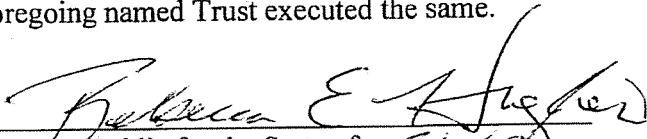
Edward and Drusilla Oppedyk Family Trust
dated February 15, 2002

By: 
Edward Oppedyk, Co-Trustee

By: 
Drusilla Oppedyk, Co-Trustee

STATE OF IDAHO)
) ss.
County of Elmore)

On this 24th day of May, 2013, before me, a Notary Public in and for said State, personally appeared Edward Oppedyk and Drusilla Oppedyk, known or identified to me to be the Trustees of the Edward and Drusilla Oppedyk Family Trust under trust agreement dated February 15, 2002, and acknowledged to me that by their signatures on the foregoing instrument, the foregoing named Trust executed the same.


Notary Public for the State of Idaho
Residing at 11411 Home, ID
My Commission expires: 1/30/16

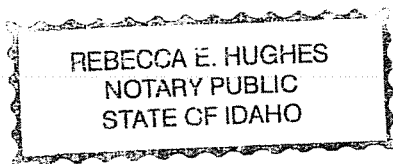


EXHIBIT "A"

Real property located in Township 5 South, Range 6 East, Boise Meridian, Elmore County, Idaho:

Section 6: U.S. Government Lots 3, 4, 5 and southeast quarter northwest quarter

SAVE & EXCEPT: a portion of U.S. Government Lot 4 more particularly described as follows:

Commencing at the northwest corner of U.S. Government Lot 4, said point being the corner common to Section 35, Township 4 South, Range 5 East, Section 31, Township 4 South, Range 6 East, Section 6, Township 5 South, Range 6 East and Section 1, Township 5 South, Range 5 East, said point also being the POINT OF BEGINNING; thence

South 89°13'25" East (formerly South 89°12' East) 339.78 feet along the North line of said U.S. Government Lot 4 to an iron pin (1/4"); thence

South 0°18'35" West 467.94 feet to an iron pin (1/4"); thence

North 89°13'25" West 339.78 feet to an iron pin (1/4") on the West line of said U.S. Government Lot 4; thence

North 0°18'35" East 467.94 feet along the said West Line of U.S. Government Lot 4 to the POINT OF BEGINNING.

Township 4 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 31: Southeast quarter

Section 32: Northwest quarter and (Well Lot) a portion of the southwest quarter more particularly described as follows:

Commencing at the southwest corner of Section 32, Township 4 South, Range 6 East; thence East along the South boundary line 1,364 feet more or less to existing main line to the POINT OF BEGINNING; thence

North 170 feet; thence

West 70 feet; thence

South 170 feet more or less to a point on the South boundary line; thence

East 70 feet to the POINT OF BEGINNING.

SAVE AND EXCEPT:

A parcel of land lying in the SE1/4 of Section 31, Township 4 South, Range 6 East, Boise Meridian, Elmore County, Idaho, said parcel being more particularly described as follows:

Commencing at a Brass Cap marking the SE Corner of said Section 31, said Brass Cap bears South 00°01'10" East 2600.07 feet from a Brass Cap marking the E1/4 Corner of said Section 31; thence North 89°11'39" West 2647.22 feet along the South line of the said SE1/4 of Section 31 to a 5/8 inch rebar marking the S1/4 Corner of said Section 31, said rebar being the Point of Beginning;

thence North 00°11'01" West 871.82 feet along the West line of the said SE1/4 of Section 31 to a 1/2 inch rebar; thence South 89°11'40" East 25.00 feet to a 1/2 inch rebar marking a point of curve to the left; thence along said curve to the left a distance of 1291.97 feet, said curve having a radius of 1342.30 feet, a delta of 55°08'51", tangents of 700.95 and a long chord that bears South 47°10'59" East 1242.67 feet to a 1/2 inch rebar marking the point of ending of said curve; thence South 00°11'01" East 40.00 feet to a 1/2 inch rebar lying on the said South line of the SE1/4 of Section 31; thence North 89°11'39" West 933.96 feet along the said South line of the SE1/4 of Section 31 to the Point of Beginning.

ALSO SAVE AND EXCEPT:



Greg L. Skinner, PLS
Thomas J. Wellard, PLS
Rodney Kahle-Clark, PE

May 14, 2013

Legal Description for
Oppedyk Family Trust
Job No. MY0813

Well Lot 2

This parcel is a portion of the SE ¼ of Section 31, Township 4 South, Range 6 East of the Boise Meridian, Elmore County, Idaho and is more particularly described as follows:

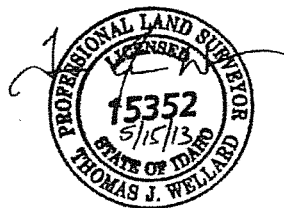
BEGINNING at the southeast corner of the SE ¼ (Southeast Section Corner, Section 31), a found B.L.M. brass cap monument;

thence North 89° 11' 39" West along the south boundary of the SE ¼ a distance of 150.00 feet;

thence North 0° 01' 10" West a distance of 200 feet;

thence South 89° 11' 39" East a distance of 150.00 feet to a point on the east boundary of the SE ¼;

thence South 00° 01' 10" East along said east boundary a distance of 200.00 feet to the **TRUE POINT OF BEGINNING**, containing 0.69 acres, more or less, and being subject to any and all easements and rights-of-way of record or implied.



Page 1 of 1

EXHIBIT B

Township 4 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 32: Southwest Quarter

SAVE AND EXCEPT: (Well Lot) A portion of the Southwest Quarter more particularly described as follows:

Commencing at the Southwest Corner of Section 32, Township 4 South, Range 6 East; thence East along the South boundary line 1,364 feet more or less to existing main line to the Point of Beginning; thence North 170 feet; thence West 70 feet; thence South 170 feet more or less to a point on the South boundary line; thence East 70 feet to the Point of Beginning.

Address according to the Elmore County Assessor:

6650 SW Beet Dump Road
Mountain Home, Idaho 83647

Oppedyk Dairy



map center: 43° 1' 47.43, 115° 46' 52.35

scale: 14602

31-4S-6E
Elmore County
Idaho

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WESTERN REGION



3/26/2012

Maps provided by:



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www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.