

RECEIVED

APR 15 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
43-10476	Yes ☒		Yes ☐		Yes ☐
43-13004	Yes ☒		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: IDA GOLD FARMS LTD PARTNERSHIP
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): ADT FARMS, LLC
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☒ and/or

248 E 300 S

Mailing address

BURLEY

City

State ID

ZIP 83318

208 678-4820

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: 3/27/2004

6. 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.

7. Signature: [Signature] Member 4-12-13
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by P. SKINNER Date 4/15/2013 Receipt No. 5033178 Receipt Amt. \$200.00
Approved by _____ Processed by P. SKINNER Date 4/19/2013

Form 42-248/42-1409(6) Rev. 07/10

SUPPORT DATA
IN FILE # 43-10476

294989

WARRANTY DEED

THIS INDENTURE, made this 27 day of March, 2004, between **IDA GOLD FARMS**, an Idaho Limited Partnership, ("**Grantor**"), and **ADT FARMS, LLC**, whose address is 250 East 300 South, Burley, Idaho 83318, ("**Grantee**").

WITNESSETH:

The Grantor for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold and by these presents does grant, bargain and sell, convey and confirm unto the Grantee, and to the heirs and assigns of Grantee forever, all of the following described real estate situated in the County of Cassia, State of Idaho, described on Exhibit A attached hereto and incorporated by reference herein.

SUBJECT TO: Accruing taxes, levies and assessments, easements and encumbrances of record.

TRANSFERRING AND CONVEYING to the Grantee and the successors and assigns of the Grantee all irrigation equipment including but not limited to: pumps, motors, panels, pivots, hand lines, wheel lines, underground lines and related apparatus as well as all improvements on the property described on Exhibit A attached hereto as of the date of this Deed notwithstanding that the same are not particularly described.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and

1 reversions, remainder and remainders, water rights, rents, issues and profits thereof, and
2 all estate, right, title and interest in and to said property as well in law as in equity of the
3 Grantor.

4 **TO HAVE AND TO HOLD**, all and singular the above-mentioned and
5 described premises, together with appurtenances unto the Grantee and to the heirs and
6 assigns of Grantee forever.

7
8 The Grantor shall and will warrant and by these presents will forever defend
9 the said premises in the quiet and peaceable possession of the Grantee, and the heirs
10 and assigns of Grantee against all and every person and persons whomsoever lawfully
11 claiming the same, except as aforesaid.

12 **IN WITNESS WHEREOF**, the Grantor has executed this Deed the day and
13 year first above written.

14
15 **GRANTOR**

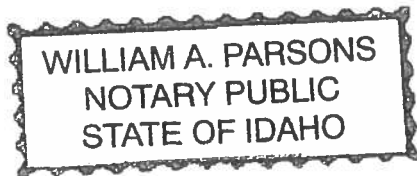
16 **IDA GOLD FARMS,**
17 a limited Partnership

18 by _____


19 **LARRY GERRATT,**
20 General Partner

1 STATE OF IDAHO)
2) ss
3 County of Cassia)

4 On this 27 day of March, in the year 2004, before me, the undersigned,
5 a Notary Public in and for said State, personally appeared **LARRY GERRATT**, known
6 or identified to me to be the partner or partners of the limited partnership of **IDA GOLD**
7 **FARMS** and the partner or one of the partners who subscribed said partnership name
8 to the foregoing instrument, and acknowledged to me that said limited partnership
9 executed the same in said partnership name.



10 William Parsons
11 Notary Public for Idaho
12 Residing at Burley
13 My Commission Expires: 7/20/04

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26 (IdaGoldWD2.wpd)

PARCEL No. 1: (an undivided one-third interest)

TOWNSHIP 10 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: S½SE¼
Section 19: E½ and E½W½
Section 30: All

EXCEPTING THEREFROM all that portion deeded to the Burley Highway District.

RECORDED AT THE REQUEST OF
Barney Smith

2009 APR 6 PM 4 35

FEE *1200* DUTY *100*

CASSIA COUNTY, IDAHO
LARRY A. HICKELSEN
RECORDER

294989

PARCEL No. 2: (100% interest)

TOWNSHIP 10 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 25: All that part of the South half of said Section 25 that lies South and East of the Raft River Road and North of the Heglar Road.

EXCEPTING THEREFROM the following described tract:

Beginning at the South ¼ section corner of said Section 25, said corner marked by a U.S. GLO iron pipe with brass cap; thence South 89°58'55" West along the South line of Section 25 for a distance of 994.70 feet to a ½ inch rebar on the centerline of the Heglar Canyon road; thence North 53°05'49" West along the centerline of the Heglar Canyon road for a distance of 612.23 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 53°05'49" West along the centerline of the Heglar Canyon road for a distance of 698.08 feet to a ½ inch rebar;
Thence North 47°27'53" West for a distance of 100.58 feet to a ½ inch rebar;
Thence North 36°54'11" East for a distance of 452.13 feet to a ½ inch rebar;
Thence South 53°05'49" East for a distance of 798.17 feet to a ½ inch rebar;
Thence South 36°54'11" West for a distance of 462.00 feet to the Point of Beginning.

PARCEL No. 3 (an undivided one-third interest)

TOWNSHIP 10 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 26: All that part of the SE¼ that lies South and East of the Raft River Road and North of the Heglar Road, EXCEPTING THEREFROM that part of the SE¼ described as follows:

Beginning at a point on the Northeasterly right-of-way of Heglar Canyon Road which lies 1313.9 feet North 29°10' West of the Southeast corner of said Section 26;
Thence North 47°56' West along said Heglar Canyon Road right-of-way for 100 feet to a point where Heglar Canyon Road right-of-way intersects Yale Road right-of-way.
Thence North 42°30' East along said Yale Road right-of-way for 100 feet;
Thence South 47°54' East for 100 feet;
Thence South 42°23' West for 100 feet to the Point of Beginning.