

DEC 23 2010

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.

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Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
43-10064	Yes ☐	43-4049 X	Yes ☐	43-152	Yes ☐
43-144A	Yes ☐	43-2535	Yes ☐	43-10066	Yes ☐
43-221	Yes ☐	43-149	Yes ☐		Yes ☐
43-251A	Yes ☐	43-150	Yes ☐		Yes ☐
43-4048 X	Yes ☐	43-151A	Yes ☐		Yes ☐

2. Previous Owner's Name: A.D. Nye
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Delta Farms, LLC
Name of each new owner as listed on the conveyance document
- New owner continued _____ Name connector ☐ and ☐ or ☐ and/or
- Mailing address _____
- City _____ State _____ ZIP _____
- 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: _____
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: *Rodney N. Hall* _____
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 BW Date 12-29-2010 Receipt No. 5031734 Receipt Amt. \$300

Approved by _____ Processed by _____ Date _____

SUPPORT DATA

IN FILE # 43-144A

WARRANTY DEED

#48074

For Value Received

A.D. NYE, also known as AFTON DON NYE, a widower

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

DELTA FARMS, LLC, an Idaho limited liability company

Mailing Address: 1627 S 2350 E, Malta, ID 83342

CASSIA COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW
4:47:54 pm 12-23-2010
2010-005939
NO. PAGES: 3 FEE: \$16.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: THERESA

Hereinafter called the Grantee, the following described premises situated in **Cassia** County, Idaho, to-wit:

See Attached Exhibit "A"

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to Idaho Department of Water No. 43-10064,43,144A,43-221,43-251A,43-4048,43-4049,43-2535,43-149,43-150,43-151A,43-152,43-10066.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes subsequent to the year 2010, a lien, but not yet due or payable.

Assessments levied, or to be levied, by Raft River Ground Water District.

Right of Way Deed State Highway by and between Jane L. Hitt, a widow and the State of Idaho, dated August 31, 1933 and recorded October 17, 1933 as Instrument No. 110386, records of Cassia County, Idaho.

Agreement For Purchase Of Power between the Raft River Rural Electric Cooperative, Inc., Seller and Afton D. Nye/Ann H. Nye, Consumer, dated April 24, 1980 and recorded June 2, 1980 as Instrument No. 126437 on Film No. 134, records of Cassia County, Idaho, covering Lots 3 and SW¼ of Section 18, Township 13 South, Range 27 East of the Boise Meridian.

Agreement for Purchase of Power between Raft River Rural Electric Cooperative and Afton Nye and Annie H. Nye, dated February 26, 1955 and recorded March 29, 1955 as Instrument No. 185593, records of Cassia County, Idaho, covering Section 13, Township 13 South, Range 26 East of the Boise Meridian.

Agreement for Purchase of Power between Raft River Rural Electric Cooperative and A.D. Nye and Annie H. Nye, dated May 25, 1955 and recorded August 5, 1955 as Instrument No. 187071, records of Cassia County, Idaho, covering S½NE¼, SE¼NW¼, NE¼SW¼ and the SE¼ of Section 13, Township 13 _____, Range 26 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Afton D. Nye and Annie H. Nye, Consumer, dated May 1, 1990 and recorded August 16, 1990 as Instrument No. 209010, records of Cassia County, Idaho, covering the SW¼ of Section 13, Township 13 South, Range 26 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Afton Nye, Consumer, dated April 26, 1991 and recorded July 30, 1991 as Instrument No. 214520, records of Cassia County, Idaho, covering the SW¼SE¼ of Section 13, Township 13 South, Range 26 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Afton Nye, Consumer, dated March 31, 1993 and recorded April 5, 1993 as Instrument No. 223882, records of Cassia County, Idaho, covering the SW¼SE¼ of Section 13, Township 13 South, Range 26 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Ted Higley, Consumer, dated April 12, 1996 and recorded April 16, 1996 as Instrument No. 242236, records of Cassia County, Idaho, covering the NW¼ of Section 13, Township 13 South, Range 26 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Rodney Hall, Consumer and Afton Nye and Annie Nye, Landowner, dated April 3, 2008 and recorded April 11, 2008 as Instrument No. 2008-002355, records of Cassia County, Idaho, covering the SW¼ of Section 13, Township 13 South, Range 26 East of the Boise Meridian.

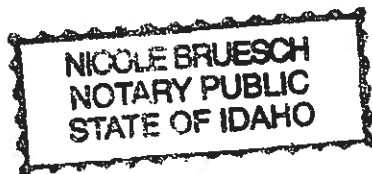
TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: December 22 2010

A. D. Nye
A.D. NYE, also known as AFTON DON NYE

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 22nd day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared A.D. NYE, 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.



Nicole Bruesch
Notary Public
Residing at: Malta, ID
My Commission expires: 7-14-12

EXHIBIT "A"

PARCEL NO. 1:

**TOWNSHIP 13 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 13: SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; and SE $\frac{1}{4}$

SAVE AND EXCEPT that portion deeded to the State of Idaho for highway purposes.

PARCEL NO. 2:

**TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 18: Lots 2 and 3; NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$,

EXCEPTING from said Lot 3, the following described parcel:

**Beginning at the Northwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ (Lot 3) of said Section 18;
Thence running East 158 feet;
Thence South 258 feet;
Thence West 158 feet;
Thence North 258 feet to the Place of Beginning.**