

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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JAN 04 2011

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?
36-2519	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: WILLIAM J SLADE / WYLENE SLADE
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): DON AARDEMA
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or
2306 E. 3600 S.
Mailing address
WENDELL IDAHO 83355
City State ZIP
208 539-1614
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):
 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.

7. Signature: Don Ardem _____
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 SR7 Date 1/4/2011 Receipt No. CO9 2281 Receipt Amt. \$25 -
Approved by _____ Processed by SR Date 2-1-11

WARRANTY DEED

For Value Received

WILLIAM J. SLADE and WYLENE SLADE, husband and wife

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

DONALD JOHN AARDEMA and EVELYN AARDEMA, husband and wife
 DONALD J. AARDEMA and KRISTYN AARDEMA, husband and wife
 RONALD AARDEMA and GAYLE AARDEMA, husband and wife

Whose address is: 144 West 400 South, Jerome, Idaho 83338

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

SEE EXHIBIT "A" ATTACHED HERETO:

TOGETHER WITH 200.0 SHARES OF NORTH SIDE CANAL COMPANY WATER STOCK

SUBJECT TO:

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

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: January 4, 1999

William J. Slade
 WILLIAM J. SLADE

Wylene Slade
 WYLENE SLADE

STATE OF IDAHO)
) ss.
 COUNTY OF JEROME)

178620

STATE OF IDAHO COUNTY OF GOODING, LAND TITLE & ESCROW

Filed for record at the request of

30 min. past 4 o'clock P.M. this 4th

of January, 1999 6:00

By Penny Archibald Deputy

On this 4TH day of January, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM J. SLADE and WYLENE SLADE, known or identified to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that THEY executed the same

Rick Bernsten
 Notary Public
 Residing at:
 My Commission expires:

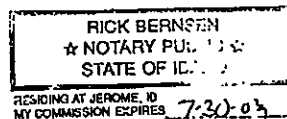
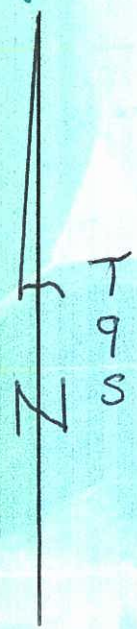


EXHIBIT "A"

**TOWNSHIP 9 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

**Section 3: SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; and NW $\frac{1}{4}$ NE $\frac{1}{4}$ (also shown
as Lot 2)**

13
Niagara



Lt 4

Lt 3

Lt 2

11 + Well

Lt 1

12

NW

2

Common

SE

3

NE

NW

R 15 E

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DEPARTMENT OF
WATER RESOURCES

TSK ENTERPRISES
255 BLUE LAKES BLVD NTH
PMB 617
TWIN FALLS, IDAHO 83301
PH & FAX 208-324-6411
CEL-208 320-0897
GARY L. FUNDERBURG

November 17, 2010

Aardema Dairy's

Att: Donnie Aardema

From: GARY L.FUNDERBURG

From # 208 324-6411

Donnie,

Have your dad sign where it is shown on the application, send it to IDWR Boise, along with a copy of your contract of purchase from Slades and a filing fee of \$25.00.

If you need more information, Please contact me.

Thank you,

GARY FUNDERBURG

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein

BORROWER	<u>Donald John Aardema Sr.</u> DONALD JOHN AARDEMA SR.	SELLER	<u>William J. Slade</u> WILLIAM J. SLADE
BORROWER	<u>Evelyn Aardema</u> EVELYN AARDEMA	SELLER	<u>Wylene Slade</u> WYLENE SLADE
BORROWER	<u>Donald J. Aardema Kristyn Aardema</u> DONALD J. AARDEMA KRISTYN AARDEMA	SELLER	
BORROWER	<u>Ronald Aardema Gayle Aardema</u> RONALD AARDEMA GAYLE AARDEMA	SELLER	

HUO-1 (3-86) RESPA, HB 4305.

CLOSING INSTRUCTIONS TO LAND TITLE AND ESCROW, INC.

Closing No. G-27900

Date: January 4, 1999

We, the undersigned, hereby instruct LAND TITLE AND ESCROW, INC., hereinafter referred to as "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instructions and information: The parties have entered into an Agreement for the purchase and sale of subject property entitled **MEMORANDUM OF AGREEMENT OF SALE** and dated **DECEMBER 29, 1998**, hereinafter referred to as the Agreement. The closing agent is hereby instructed to close the transaction in accordance with the terms of the Agreement as well as these instructions. **HOWEVER**, in the event the terms of the Agreement and the terms of these Instructions shall conflict, the terms of these instructions shall control.

**PROPERTY: PART OF SECTION 3 TOWNSHIP 9 SOUTH RANGE 15 EAST
GOODING COUNTY, IDAHO**

**BUYER: DON AARDEMA and EVELYN AARDEMA, husband and wife AND
DONALD J. AARDEMA JR. And KRISTYN AARDEMA, husband and wife
RONALD AARDEMA and GAYLE AARDEMA, husband and wife**

SELLER: WILLIAM J. SLADE and WYLENE SLADE, husband and wife

TERMS: Sale Price \$ 700,000.00

Payable as follows:

Earnest Money Deposit: \$	.00	held by	
NET LOAN FUNDS FROM FARM CREDIT SERVICES			\$454,400.00
Purchase Money Deed of Trust	\$	from	
Cash Required at Closing	\$		

(All assumption balances set out above shall be adjusted if necessary to the actual balances upon written verification from lender. If this transaction involves a new loan, these instructions must conform with the instructions from said lender.)

PRORATION DATE: January 4, 1999 CLOSING DATE: January 4, 1999 The closing agent is instructed to prorate all items to be prorated as of the proration date with the Seller being responsible for all such items up to but not including the date of proration and the Buyer being responsible for such items from and including the date of proration.

The property taxes for 1999 shall be not be prorated.. The parties hereto acknowledge that there may be a difference between the amount of taxes prorated and the actual tax assessment ultimately levied. The parties further acknowledge that under Idaho Code Sections 63-403, 63-2203, and Title 63, Chapter 39 "New and Additional