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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JAN 04 2011
DEPT. OF WATER RESOURCES
SOUTHERN REGION

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?
43-2049A V1	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: BARBARA E. GARDINER
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): P BAR S COMPANY, L.L.C.
Name of each new owner as listed on the conveyance document

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

2025 S HIGHWAY 81

Mailing address

MALTA ID 83342

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: 12/29/2010
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: Peter J. Brush Title, if applicable: Manager Date: 12/29/10

Signature: [Signature] Title, if applicable: manager Date: 12/29/10

For IDWR Office Use Only:

Received by [Signature] Date 12/11 Receipt No. 5031738 Receipt Amt. 2500

Approved by _____ Processed by [Signature] Date _____

COPY

CASSIA COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW
2:59:40 pm 12-30-2010 48270
WARRANTY DEED 2010-006042 #EC1758
NO. PAGES: 6 FEE: \$25.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: VIKI

For Value Received

GOLDEN F. GARDINER and BARBARA E. GARDINER, husband and wife

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

PETER J. GRUSH AND SYLVIA GRUSH doing business as P BAR S DAIRY
Address: 2025 S HIGHWAY 81, MALTA, ID 83342

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 limited to Idaho Department of Water Resources No. 43-2409A.

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.

Restrictions contained in Highway Right of Way Deed dated May 13, 1950 and recorded May 26, 1950 as Instrument No. 169376 in Book 54 of Deeds, Page 183, records of Cassia County, Idaho, lying over and across Lots 2 and 3 and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 14 South, Range 26 East of the Boise Meridian.

Reservations contained in U. S. Patent to Wells Hepworth, dated June 23, 1972 and recorded May 21, 1976 as Instrument No. 90819 on Film No. 101, records of Cassia County, Idaho.

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Peter/Sylvia Grush dated March 21, 1994 and recorded April 1, 1994 as Instrument No. 230026 on Film No. 254, records of Cassia County, Idaho. (Covering the SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 1, Township 14 South, Range 26 East, Boise Meridian)

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Golden Gardiner, Consumer, dated January 19, 1995 and recorded February 6, 1995 as Instrument No. 235067, records of Cassia County, Idaho. (Covering the SE $\frac{1}{4}$ of Section 36, Township 13 South, Range 26 East, Boise Meridian)

Effects, if any, of Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Golden Gardiner, Consumer, dated March 27, 1997 and recorded April 4, 1997 as Instrument No. 248298 on Film No. 286, records of Cassia County, Idaho. (Covering the SE $\frac{1}{4}$ of Section 36, 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 Peter Grush and Sylvia Grush, Consumer, dated March 19, 1997 and recorded October 10, 1997 as Instrument No. 251630 on Film No. 292, records of Cassia County, Idaho. (Covering the SW¼NE¼ of Section 1, Township 14 South, Range 26 East of the Boise Meridian)

Agreement For Electrical Service And Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and P Bar S, LLC, Peter Grush and Sylvia Grush, Consumer, dated November 6, 2003 and recorded December 3, 2003 as Instrument No. 292834, records of Cassia County, Idaho. (Covering the SE¼NW¼ of Section 1, Township 14 South, Range 26 East of the Boise Meridian)

Conditions contained in Cassia County Planning and Zoning Commission Resolution No. 2004-09-02 granting a Confined Animal Feeding Operation Permit, dated September 16, 2004 and recorded September 20, 2004 as Instrument No. 298038, re-recorded January 4, 2006 as Instrument No. 306043, records of Cassia County, Idaho. AMENDED by Resolution No. 2008-07-2, dated July 17, 2008 and recorded July 18, 2008 as Instrument No. 2008-004179, records of Cassia County, Idaho.

Agreement For Electrical Service And Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and P Bar S Farms, Consumer, and Golden Gardiner, Landowner, dated November 12, 2004 and recorded December 1, 2004 as Instrument No. 299231, records of Cassia County, Idaho. (Covering the SW¼SE¼SE¼ of Section 36, Township 13 South, Range 26 East of the Salt Lake Meridian)

Agreement For Electrical Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and P Bar S Dairy, Consumer, dated March 6, 2008 and recorded March 12, 2008 as Instrument No. 2008-001601, records of Cassia County, Idaho. (Covering the SE¼NW¼ of Section 1, Township 14 South, Range 26 East of the Boise Meridian)

Conditions contained in Cassia County Planning and Zoning Commission Resolution No. 2008-04-1 granting a Confined Animal Feeding Operation Permit, dated April 17, 2008, recorded April 18, 2008 as Instrument No. 2008-002490, records of Cassia County, Idaho.

Effect of Resolution of Cassia County Idaho Board of Commissioners Resolution No. 2008-05-2, dated April 17, 2008 and recorded May 16, 2008 as Instrument No. 2008-003048, records of Cassia County, wherein Notice is given of the Application for a Conditional Use Permit and a Confined Animal Feeding Operation Permit. AMENDED by Resolution No. 2008-07-2, dated July 17, 2008 and recorded July 18, 2008 as Instrument No. 2008-004179, records of Cassia County, Idaho.

Agreement For Electrical Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and P/S Dairy, Consumer, dated July 21, 2008 and recorded August 21, 2008 as Instrument No. 2008-004764, records of Cassia County, Idaho. (Covering the NW¼NW¼ of Section 1, Township 14 South, Range 26 East of the Boise Meridian)

Agreement For Electrical Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and P/S Dairy, Consumer, dated July 21, 2008 and recorded August 21, 2008 as Instrument No. 2008-004765, records of Cassia County, Idaho. (Covering the NW¼NW¼ of Section 1, Township 14 South, Range 26 East of the Boise Meridian)

Agreement For Electrical Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and P/S Dairy, Consumer, dated October 7, 2008 and recorded October 21, 2008 as Instrument No. 2008-005891, records of Cassia County, Idaho. (Covering the SW¼NE¼ of Section 1, Township 14 South, Range 26 East of the Boise Meridian)

Agreement For Electrical Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and P/S Dairy, Consumer, dated October 7, 2008 and recorded October 21, 2008 as Instrument No. 2008-005892, records of Cassia County, Idaho. (Covering the SW¼NE¼ of Section 1 , Township 14 South, Range 26 East of the Boise Meridian)

Agreement For Electrical Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and P/S Dairy, Consumer, dated October 7, 2008 and recorded October 21, 2008 as Instrument No. 2008-005893, records of Cassia County, Idaho. (Covering the SW¼NE¼ of Section 1 , Township 14 South, Range 26 East of the Boise Meridian)

Agreement For Electrical Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and P/S Dairy, Consumer, dated October 7, 2008 and recorded October 21, 2008 as Instrument No. 2008-005894, records of Cassia County, Idaho. (Covering the SW¼NE¼ of Section 1 , Township 14 South, Range 26 East of the Boise Meridian)

Agreement For Use Of Property by and between P Bar S Company, LLC, an Idaho Limited Liability Company and Joseph A. Grush and Natalie J. Grush, husband and wife, dated July 14, 2009 and recorded August 11, 2009 as Instrument No. 2009-004081, records of Cassia County, Idaho. (Covering a portion of the NW¼NE¼ of Section 1, Township 14 South, Range 26 East, Boise Meridian)

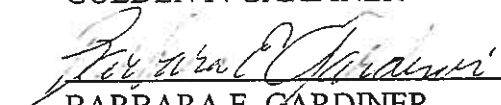
Joint Well Agreement by and between P Bar S Company, L.L.C., a Limited Liability Company and Joseph A. Grush and Natalie J. Grush, husband and wife, dated July 14, 2009 and recorded August 11, 2009 as Instrument No. 2009-004082, records of Cassia County, Idaho. (Covering the E½NW¼ of Section 1, Township 14 South, Range 26 East, Boise Meridian)

Agreement For Electrical Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and P Bar S Dairy, Landowner, dated August 25, 2009 and recorded October 9, 2009 as Instrument No. 2009-005057, records of Cassia County, Idaho. (Covering the SW¼NE¼ of Section 1, Township 14 South, Range 26 East, 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 29, 2010


GOLDEN F. GARDINER


BARBARA E. GARDINER

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 29th day of **December, 2010**, before me, the undersigned, a Notary Public in and for said State, personally appeared **GOLDEN F. GARDINER and BARBARA E. GARDINER**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Jack H. Hill
Notary Public
Residing at: Burley, ID
My Commission expires: 1/18/2014

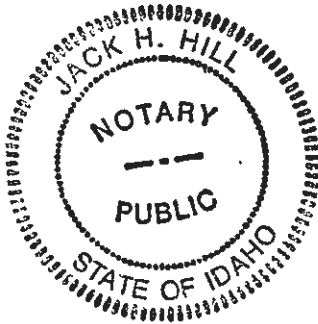


EXHIBIT 'A'

PARCEL NO. 1:

TOWNSHIP 14 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 1: Part of the N½, more particularly described as follows:

Beginning at the Northeast corner of said Section 1, said corner marked by a 5/8 inch rebar,
which shall be the Point of Beginning;
Thence South 0°00'34" East along section line for 2645.01 feet to a U.S. Government pipe with
brass cap at the East quarter corner of Section 1;
Thence South 89°36'27" West along the quarter section line for 2158.96 feet to a P.K. nail on the
centerline of State Highway 30;
Thence North 12°16'00" West along said Highway centerline for 1803.60 feet to a point;
Thence North 87°27'01" East for 60.87 feet to a ½ inch rebar;
Thence North 87°27'01" East for 342.13 feet to a ½ inch rebar;
Thence North 12°16'00" West for 677.32 feet to a point;
Thence North 87°56'49" East for 250.57 feet to a ½ inch rebar;
Thence North 0°25'23" East for 196.49 feet, more or less, to a point on the North section line;
Thence North 89°39'27" East along section line for 2031.16 feet, more or less, to the Point of
Beginning.

PARCEL NO. 2:

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

Section 36: Part of the S½, more particularly described as follows:

Beginning at the South quarter corner of said Section 36, said corner marked by a U.S.
Government pipe with brass cap; Thence South 89°37'21" West along section line for
105.03 feet to a point on the centerline of State Highway 30; Thence North 12°16'00"
West along the centerline of said Highway for 243.88 feet to a P.K. nail which shall be
the Point of Beginning;
Thence North 12°16'00" West along said centerline for 2452.08 feet to a P.K. nail on the North
line of the S½ of Section 36;
Thence North 89°37'33" East along the quarter section line for 3311.20 feet to a U.S.
Government pipe with brass cap at the East quarter corner of Section 36;
Thence South 0°06'40" West along section line for 2639.64 feet to a 5/8 inch rebar at the
Southeast corner of Section 36;
Thence South 89°39'27" West along the South section line for 2031.16 feet to a point which
bears North 89°39'27" East for 597.09 feet from the South quarter corner of said Section
36;
Thence North 0°25'23" East for 267.72 feet to a ½ inch rebar;
Thence South 87°27'01" West for 756.65 feet to the Point of Beginning.

-continued-

EXCEPTING THEREFROM the following;

Beginning at the East quarter corner of said Section 36 which shall be the Point of Beginning;
Thence South $89^{\circ}39'27''$ West (West, rec.) along the quarter section line for 3249.88 feet (3263 feet, more or less, rec.) to the East right-of-way line of State Highway 30 South;
Thence South $12^{\circ}16'00''$ East (Southeast rec.) along the East right-of-way of State Highway 30 for 51.10 feet (no distance rec.) to a point 50 feet South of said quarter section line;
Thence North $89^{\circ}39'27''$ East (East rec.) parallel with the quarter section line for 3238.93 feet (3257 feet, more or less, rec.) to the East line of Section 36;
Thence North $0^{\circ}06'40''$ East (North, rec.) along section line for 50.00 feet to the Point of Beginning.