

RECEIVED

JUN 10 2009

Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
31-11941	12157	150.7 AC (0.51 CFS)			
31-11943	12162 SW 1/4 23		100 AC	156 AC (232)	135 AF
31-11945	12167		136.6 (2.31 CFS)		

SUPPORT DATA

2. The following **REQUIRED** information must be submitted with this form:

A. The appropriate **FILING FEE**. See instructions for fee amounts.

IN FILE # 31-11941

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

OR

D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s)

Producers Irr Company

4. New Owner/Claimant(s)

L3 Limited

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

2943 N 800 E

City, State and ZIP Code

Montevideo, Id 83435

New Telephone Number

() _____ Email: _____

6.72

5. Date you acquired the property

NA

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock	31-11941 31-12157	156ac
Domestic	11943 31-12162	
Other	11945 31-12167	
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

L-3 Lane Newman

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by DC
 Receipted by DC
 Processed by _____ AJ

Date _____
 Date 6/16/2009
 Date _____

Receipt Amt. \$300
 Receipt No. E035111
 WR DC Date 6/16/2009

Page 1 AGREEMENT FOR TRANSFER OF OWNERSHIP OF WATER RIGHTS

This agreement is made and entered into this 3 day of June 2009, by and between Producers Irrigation Company, an Idaho Corporation, with its principal place of business in Jefferson County, Idaho, (hereafter Producers), and L3 Limited Partnership, at 2943 N. 800E., Montevue, Id. 83435, and Roy and Joan Stoddard, at 2465 N. 700 E., Montevue, Id. 83435, and Bill Roundy, at 2528 N.665 E., Montevue, Id. 83435, and David Z. Ward and Melissa L. Ward, at Box 32, Montevue, Id. 83435, (hereafter called 4 Stockholders).

WITNESSETH:

That for and in consideration of the mutual covenants and promises herein set forth, the parties hereto agree as follows:

1. Producers is the holder of ground water rights nos. 31-11941, 31-11943, 31-11945, and is the owner of several wells and pumps and a canal delivery system, pursuant to and by means of which, water is diverted and transported to some 3355 acres of the lands of its shareholders for the proper irrigation thereof. The Directors want to leave intact water right no. 31-10669 and not split this right.

2. The 4 Stockholders are the record title holders of 960 acres of land within the above referenced 3355 acre service area of Producers, which place of use and point of diversion is described as follows:

L3 Limited Partnership (160 acres) Place of use: SW $\frac{1}{4}$ of Sec. 23.
Point of diversion: SW $\frac{1}{4}$, SE $\frac{1}{4}$, SW $\frac{1}{4}$, Sec. 23, Twnshp 8 North,
Range 33 EBM; Roy and Joan Stoddard (320 acres) Place of use:
SE $\frac{1}{4}$ of Sec. 11 and NE $\frac{1}{4}$ of Sec. 14. Point of diversion: NW $\frac{1}{4}$,
NW $\frac{1}{4}$, NE $\frac{1}{4}$, Sec. 14, Twnshp 8 North, Range 33 EBM; Bill Roundy
(320 acres) Place of use: NW $\frac{1}{4}$ of Sec. 14, SW $\frac{1}{4}$ of Sec. 14. Points
of diversion: NE $\frac{1}{4}$, NW $\frac{1}{4}$, NW $\frac{1}{4}$, Sec. 14, Twnshp 8 North, Range 33 EBM.
SE $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$, Sec. 14, Twnshp 8 North, Range 33 EBM; David Z.
Ward and Melissa L. Ward (160 acres) Place of use: SE $\frac{1}{4}$ of Sec. 22
Point of diversion: SE $\frac{1}{4}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 22, Twnshp 8 North,

3. The 4 Stockholders have caused wells to be drilled upon their lands, which they believe is adequate to pump ground water in a sufficient amount for the proper irrigation thereof, and now desire to separate the above-described 960 from the service area of Producers, and to irrigate the same in the future exclusively from the wells on their own land.
4. Producers has already transferred the water rights into the wells of the above-mentioned 4 Stockholders. Now, Producers wants to transfer ownership of the water rights to the shareholders and to sever said land from the service area of Producers so that the future irrigation of the 960 acres of the above-mentioned 4 Stockholders will be completely independent of the operation of Producers, its water rights, wells, and pumps and canal delivery system.
5. As a courtesy to the 4 Stockholders, the company agrees to pay the filing fees and transfer fees to Water Resources, but, upon receiving a bill, the 4 Stockholders agree to reimburse Producers for all these fees. These costs will be based on a per acre share basis. All such costs shall be borne by the 4 Stockholders, regardless of the outcome of such Application of Transfer.
6. The parties hereby agree to cooperate fully in the effort to transfer the ownership of the water rights described herein, and this agreement constitutes the consent of Producers to said transfer.
7. Upon final approval by IDWR of the transfer, the 4 Stockholders shall surrender their certificates of stock to Producers. L 3 Limited Partnership: #65. Stoddard: #s 22 and 23. Roundy: # 50. Ward: #44. Producers shall cancel said certificates. Producers shall have no further obligation or legal responsibility for the delivery of water to the 4 Stockholders' 960 acres described above.

8. Should either party default in any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, yet not limited to, reasonable attorney fees, including such fees on appeal, which the offended party may incur in enforcing this agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

9. This agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto.

WITNESS WHEREOF, the parties hereto have caused their names to be subscribed on the day and year first above written.



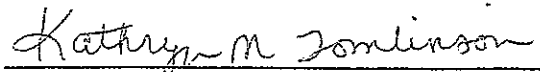
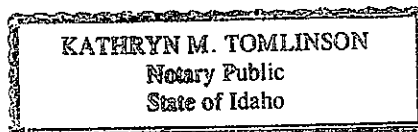
Michael D. Overton
President
Producers Irr Co

STATE OF IDAHO :)

County of Jefferson)

On the 19 day of May, 2009, before me, the undersigned, a notary public in and for said State, personally appeared, Michael D. Overton, known or identified to me to be the President of Producers Irr Co, and the person who executed the instrument on behalf of said Corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year this certificate first above was written.



Notary Public for Idaho

My Commission Expires 9-4-09

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WITNESS WHEREOF, the parties hereto have caused their names to be subscribed on the day and year first above written.

L3 Limited Partnership

By Lane Newman

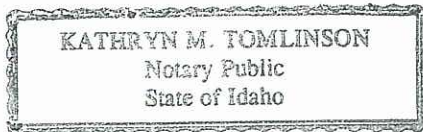
L3 Limited Partnership

By Lane Newman

STATE OF IDAHO)
County of Jefferson)

On the 8 day of May, 2009, before me the undersigned, a notary public in and for said State, personally appeared, Lane Newman, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in which the above certificate was first written.



Kathryn M Tomlinson

Notary Public for Idaho

My Commission expires 9-4-09

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WITNESS WHEREOF, the parties hereto have caused their names to be subscribed on the day and year first above written.

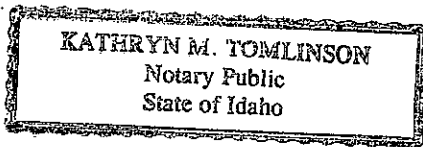
Roy Stoddard and Joan Stoddard
Roy Stoddard Joan Stoddard

STATE OF IDAHO)
County of Jefferson)

On the 3 day of June, 2009, before me the undersigned, a notary public in and for said State, personally appeared Roy Stoddard and Joan Stoddard, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in which the above certificate was first written.

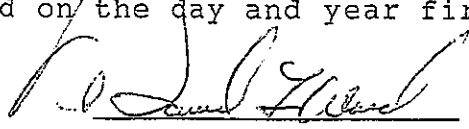


Kathryn M Tomlinson

Notary Public for Idaho

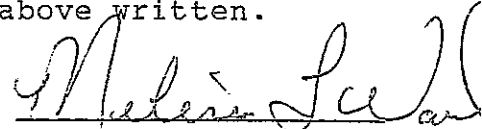
My Commission expires 9-4-09

WITNESS WHEREOF, the parties hereto have caused their names to be subscribed on the day and year first above written.



David Z. Ward

and



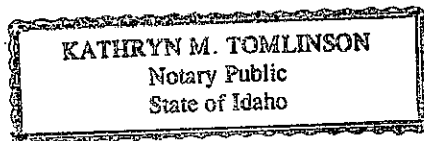
Melissa L. Ward

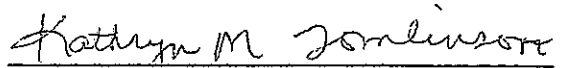
STATE OF IDAHO)

County of Jefferson)

On the ~~22~~ day of May, 2009, before me the undersigned, a notary public in and for said State, personally appeared David Z. Ward and Melissa L. Ward, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in which the above certificate was first written.



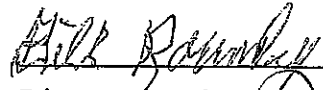


Notary Public for Idaho

My Commission expires 9-4-09

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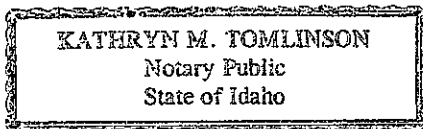
WITNESS WHEREOF, the parties hereto have caused their names to be subscribed on the day and year first above written.

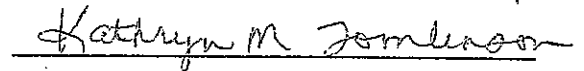

Bill Roundy

STATE OF IDAHO)
County of Jefferson)

On the 6 day of May, 2009, before me, the undersigned, a notary public in and for said State, personally appeared Bill Roundy, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in which the above certificate was first written.





Notary Public for Idaho

My Commission expires 9-4-09