

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

RECEIVED

FEB 12 2009

WATER RESOURCES
WESTERN REGION

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)
PD 63-20644	3-24-00				
PD 63-20646	~				
PD 63-4840	12-30-99				
63-8444 VI	4-3-09				
63-8453 VI	4-3-09				

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

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

LYONS Farms Inc
 16535 Locust Ln
 Caldwell, ID 83605

4. New Owner/Claimant(s)

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

New Mailing Address

16909 Marsing Road

City, State and ZIP Code

Caldwell, ID 83607

New Telephone Number

(208) 880-3445 Email: JRWGOLF5@AOL.com

SUPPORT DATA

IN FILE 63-4840

5. Date you acquired the property

July 1 2008

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		
Domestic		
Other		
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)

Joe Weitz President
(title if applicable)
[Signature]
(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 [Signature]
 Receipted by [Signature]
 Processed by [Signature] AJ

Date Feb. 12, 09
 Date 2-12-09
 Date _____

Receipt Amt. \$125.⁰⁰
 Receipt No. W037180
 WR [Signature] Date 2-2-09

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Moffatt, Thomas, Barrett, Rock &
Fields, Chartered
101 South Capitol Boulevard, 10th Floor
Post Office Box 829
Boise, Idaho 83701-0829
Attention: Michael O. Roe

(Space Above For Recorder's Use)

WARRANTY DEED

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, LYONS, INC., an Idaho corporation (the "Grantor"), grants, warrants, bargains, sells, transfers, conveys, and assigns to WESTERN FARMS, INC., an Idaho corporation (the "Grantee"), whose mailing address is 16909 Marsing Road, Caldwell, Idaho 83607, all of Grantor's right, title, and interest in and to the real property located in Canyon County, Idaho, more particularly described in the attached Exhibit A (the "Premises").

Together with all rents, remainders, and reversions, and all appurtenances and hereditaments, reversions, remainders, issues and profits, improvements and fixtures, easements, mineral rights, water rights and all other permits, licenses and rights in any way appertaining to the Premises.

Grantor, for itself, its representatives, successors, and assigns, covenants and warrants that Grantor is the owner in fee simple of the Premises and that the Premises are free from all encumbrances except (i) taxes, levies, assessments for the year 2008 and all subsequent years, (ii) any existing tenancies, (iii) all zoning laws and ordinances, and (iv) any state of facts an accurate survey of the Premises would show.

The Grantor covenants and warrants that Grantor shall defend the quiet and peaceable possession of the Premises by Grantee, its representatives, successors and assigns, forever against all claims whatsoever.

Signature Page Follows

EXHIBIT "A"

PROPERTY DESCRIPTION

Parcel 1:

The Northeast quarter of the Northeast quarter, the West one-half of the Northeast quarter the East one-half of the Northwest quarter of Section 8, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and all that part of the Southeast quarter of the Northeast quarter, North and West of the Mora Canal in Section 8, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

Excepting therefrom:

All that part of the Southeast quarter of the Northwest quarter lying South and West of the Mora Canal; and all that part of the Southwest quarter of the Northeast quarter lying south of the Mora Canal, all in Section 8, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcel 2:

The North one-half of the Southeast quarter of Section 5, Township 2 North, Range 3 West of the Boise Meridian, situated in Canyon County, State of Idaho.

Parcel 3:

The South half of the Southeast quarter of Section 8, Township 3 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

Excepting therefrom:

A parcel of land being on the Northerly side of SH-55, and a portion of the Southeast quarter of the Southeast quarter of Section 8, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, described as follows, to wit:

Commencing at a PK nail marking the section corner common to Sections 8, 9, 16, 17 in Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho; thence North 00°37'54" East along the line between said Sections 8 and 9, a distance of 33.00 feet to the Northerly right of way of said SH-55, and the Point of Beginning; thence South 89°45'49" West along the said Northerly right of way, a distance of 84.91 feet to a 5/8 inch rebar with an orange plastic cap, marked "Idaho Transportation Department", said point being 33.00 feet left of station 422+82.99; thence North 49°59'23" East, a distance of 68.40 feet to a 5/8 inch rebar with an orange plastic cap, marked "Idaho Transportation Department", a point of intersection with the Westerly right of way of "Farmway Road"; thence South 89°22'06" East a distance of 33.00 feet to a point of intersection with the section line between Sections 8 and 9 and the centerline of said "Farmway Road"; thence South 00°37'54" West along the said section line a distance of 43.26 feet to the Point of Beginning.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Moffatt, Thomas, Barrett, Rock &
Fields, Chartered
101 South Capitol Boulevard, 10th Floor
Post Office Box 829
Boise, Idaho 83701-0829
Attention: Michael O. Roe

(Space Above For Recorder's Use)

WARRANTY DEED

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, **DENNIS E. LYONS**, a single man dealing with his sole and separate property (the "Grantor"), grants, warrants, bargains, sells, transfers, conveys, and assigns to **WESTERN FARMS, INC.**, an Idaho corporation (the "Grantee"), whose mailing address is 16909 Marsing Road, Caldwell, Idaho 83607, all of Grantor's right, title, and interest in and to the real property located in Canyon County, Idaho, more particularly described in the attached Exhibit A (the "Premises").

Together with all rents, remainders, and reversions, and all appurtenances and hereditaments, reversions, remainders, issues and profits, improvements and fixtures, easements, mineral rights, water rights and all other permits, licenses and rights in any way appertaining to the Premises.

Grantor, for itself, its representatives, successors, and assigns, covenants and warrants that Grantor is the owner in fee simple of the Premises and that the Premises are free from all encumbrances except (i) taxes, levies, assessments for the year 2008 and all subsequent years, (ii) any existing tenancies, (iii) all zoning laws and ordinances, and (iv) any state of facts an accurate survey of the Premises would show.

The Grantor covenants and warrants that Grantor shall defend the quiet and peaceable possession of the Premises by Grantee, its representatives, successors and assigns, forever against all claims whatsoever.

Signature Page Follows

In witness whereof, Grantor has caused this Warranty Deed to be executed and delivered this 1 day of July, 2008.

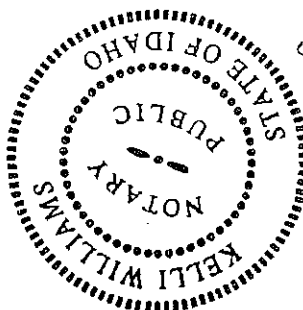
GRANTOR:

Dennis E. Lyons
Dennis E. Lyons

STATE OF IDAHO)
) ss.
County of Canyon)

On this 1 day of July, 2008, before me *Kelli Williams*, personally appeared DENNIS E. LYONS, known or identified to me (or proved to me on the oath of _____), 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 this certificate first above written.



Kelli Williams
NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____
Resides in Jordan Valley, OR
Commission Expires 12/24/2010

EXHIBIT "A"

PROPERTY DESCRIPTION

Parcel 1:

The Northeast quarter of the Northeast quarter, the West one-half of the Northeast quarter the East one-half of the Northwest quarter of Section 8, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and all that part of the Southeast quarter of the Northeast quarter, North and West of the Mora Canal in Section 8, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

Excepting therefrom:

All that part of the Southeast quarter of the Northwest quarter lying South and West of the Mora Canal; and all that part of the Southwest quarter of the Northeast quarter lying south of the Mora Canal, all in Section 8, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

Parcel 2:

The North one-half of the Southeast quarter of Section 5, Township 2 North, Range 3 West of the Boise Meridian, situated in Canyon County, State of Idaho.

Parcel 3:

The South half of the Southeast quarter of Section 8, Township 3 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

Excepting therefrom:

A parcel of land being on the Northerly side of SH-55, and a portion of the Southeast quarter of the Southeast quarter of Section 8, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, described as follows, to wit:

Commencing at a PK nail marking the section corner common to Sections 8, 9, 16, 17 in Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho; thence North 00°37'54" East along the line between said Sections 8 and 9, a distance of 33.00 feet to the Northerly right of way of said SH-55, and the Point of Beginning; thence South 89°45'49" West along the said Northerly right of way, a distance of 84.91 feet to a 5/8 inch rebar with an orange plastic cap, marked "Idaho Transportation Department", said point being 33.00 feet left of station 422+82.99; thence North 49°59'23" East, a distance of 68.40 feet to a 5/8 inch rebar with an orange plastic cap, marked "Idaho Transportation Department", a point of intersection with the Westerly right of way of "Farmway Road"; thence South 89°22'06" East a distance of 33.00 feet to a point of intersection with the section line between Sections 8 and 9 and the centerline of said "Farmway Road"; thence South 00°37'54" West along the said section line a distance of 43.26 feet to the Point of Beginning.

Western farms



Western farms

