

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

RECEIVED
MAY 3 4 2008
 DEPT. OF WATER RESOURCES
 SOUTHERN 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 31-21393					

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)	Heart Lazy S Ranch Partnership 464 - W. 4 mile Rd. Shoshone, Id. 83352
4. New Owner/Claimant(s)	4 Bras Dairy, Inc. Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address	425 North 250 West
City, State and ZIP Code	Shoshone, ID 83352
New Telephone Number	(208) 886-7714

5. Date you acquired the property

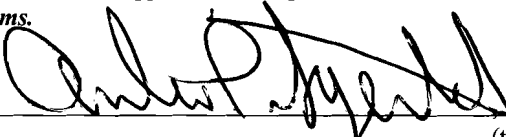
August 24, 2004

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)


Andrew Fitzgerald, Secretary/Treasurer

(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 [Signature]
 Received by [Signature]
 Processed by AJ

 Date 5/14/08
 Date 5/15/08
 Date _____

 Receipt Amt. \$25
 Receipt No. 5030188
 WR _____ Date _____

WARRANTY DEED

For Value Received

MICHAEL L. SANT AND HEATHER D. SANT, HUSBAND AND WIFE

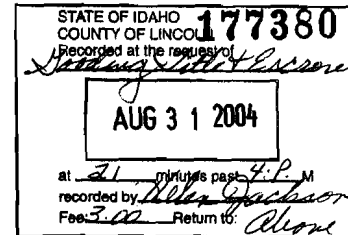
the grantor(s), do(es) hereby grant, bargain, sell, and convey unto

4 BROS. DAIRY, INC.

the grantee(s), whose current address is

427 NORTH 250 WEST, SHOSHONE, ID 83352

the following described premises, to-wit:



Township 5 South, Range 16 East Boise Meridian, Lincoln County, Idaho

Section 12: SW $\frac{1}{4}$ NE $\frac{1}{4}$

EXCEPT

Township 5 South, Range 16 East Boise Meridian, Lincoln County, Idaho

Section 12: That part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ described as follows:

COMMENCING at the East Quarter corner of said Section 12;
THENCE West along the South boundary of the NE $\frac{1}{4}$ of said Section 12, to the Southeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, said point being the TRUE POINT OF BEGINNING;
THENCE continuing West along the South boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, 1,245.00 feet;
THENCE North parallel to the East boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ 350.00 feet;
THENCE East parallel to the South boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ 1,245.00 feet;
THENCE South along the East boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ 350.00 feet to the TRUE POINT OF BEGINNING.
Together with any and all water rights prudent thereto including but not limited to.

Together with 45.3 shares of Supplemental Water of American Falls District #2

Together with .91 CFS of Water District DECREE # 37-0533

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all claims whatsoever.

Dated: August 24, 2004

MICHAEL L. SANT

HEATHER D. SANT

STATE OF IDAHO

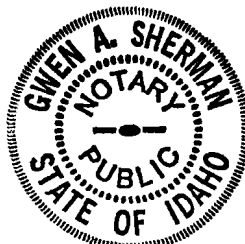
: ss

COUNTY OF GOODING

On This 30 day of August, in the year 2004, before me, a Notary Public in and for said State, personally appeared **MICHAEL L. SANT AND HEATHER D. SANT**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Notary Public of Idaho
Residing at Buhl, Idaho
Commission Expires: March 27, 2006



WARRANTY DEED

#GL-03379

For Value Received

Michael L. Sant, an unmarried man

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

4 BROS DAIRY, INC., an Idaho Corporation
Address: 427 North 250 West, Shoshone, ID 83352

STATE OF IDAHO COUNTY OF LINCOLN Recorded at the request of LAND TITLE & ESCROW	173279
SEP 10 2002	
at 51 minutes past 2 P. M. recorded by <i>Carroll H. H. H.</i> Fee: \$6.00 Return to: <i>Same as above by hand</i>	

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

TOWNSHIP 5 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 12: A parcel of land located in the NW¼, more particularly described as follows:

Commencing at the North One Quarter (N¼) corner of said Section 12, from which the Northeast corner of said Section 12 bears S89°13'11"E-2668.46 feet, said North One Quarter (N¼) corner of Section 12 being THE TRUE POINT OF BEGINNING:
Thence S00°14'28"E along the East boundary of the NW¼ of said Section 12 for a distance of 2654.41 feet to the Southeast corner of the NW¼ of said Section 12;
Thence N89°02'03"W along the South boundary of the NW¼ of said Section 12 for a distance of 1337.40 feet to the Southwest corner of E½NW¼ of said Section 12;
Thence N00°14'29"W along the West boundary of the E½NW¼ of said Section 12 for a distance of 2650.08 feet to the Northwest corner of the E½NW¼ of said Section 12;
Thence S89°13'11"E along the North boundary of the NW¼ of said Section 12 for a distance of 1337.33 feet to THE TRUE POINT OF BEGINNING.

SUBJECT TO;

1-25.0 foot wide county road easement along the North boundary of the before described parcel.

SUBJECT TO:

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

Taxes for 2002 and subsequent years, taxes are an accruing lien, not yet due or payable.

Assessments of the American Falls Reservoir District No. 2 and the rights and powers of said District as by law provided.

Assessments of the Big Wood Canal Company and the rights and powers of said Company as by law provided.

Right of way for canals, laterals and waste ditches of Big Wood Canal Company.

Terms, conditions and provisions set forth in that certain Ditch Contract by and between Clinton Sheep Company, Ltd., a corporation, and T. E. Painter and R. W. Houston and J. F. Lecker as recorded March 28, 1918 as Instrument Number 14294, Lincoln County records.

Power Line Easement given by Nelson E. Galloway and Rosamond A. Galloway, husband and wife, to Idaho Power Company, a corporation, dated January 12, 1982, recorded April 26, 1982 as Instrument Number 142674, Lincoln County records, affecting the SE¼NW¼ of Section 12, Township 5 South, Range 16, East Boise Meridian.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 55.00 acres of American Falls No. 2.

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.