

WA

AUG 03 2006

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

RECEIVED
AUG 01 2006
 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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>36-08387</u>					

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 usually attached to your deed or on file with the county).

OR

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 **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) **PAUL L. BORCHARD AND KATHLEEN P. BORCHARD**
4416 North 1355 East, Buhl, ID 83316
4. New Owner/Claimant(s) **Southfield Dairy, an Idaho general partnership**
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address **3308 South 1600 East**
- City, State and ZIP Code **Wendell, ID 83355**
- New Telephone Number **(208-536-5414**
5. Date you acquired the property **February 18, 2005**

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT		
(If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)
- Arie Roeloffs, Partner**

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.

For Office Use Only

Received by [Signature] Date 8/2/06 Fee \$25
 Receipted by [Signature] Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date 8/2/06

MEMORANDUM OF CONTRACT OF SALE

NAMES OF SELLER: PAUL L. BORCHARD and KATHLEEN P. BORCHARD,
HUSBAND AND WIFE

NAMES OF PURCHASER: ED SOUTHFIELD, CAROL SOUTHFIELD, EDWIN SOUTHFIELD, PATRICIA SOUTHFIELD, ARIE ROELOFFS and CORALEE ROELOFFS, general partners of SOUTHFIELD DAIRY.

DATE OF CONTRACT: February 18, 2005

LEGAL DESCRIPTION OF PROPERTY:Real Property

Township 8 South, Range 14 East of the Boise Meridian, Gooding County, Idaho

Section 10: SE ¼,

SUBJECT TO a county road right-of-way along the North and East boundaries of the described parcel.

EXCEPTING THEREFROM that portion deeded for Highway purposes according to Deed recorded in Book 35 Page 471, records of Gooding County, Idaho.

TOGETHER with all improvements, appurtenances and Idaho Department of Water Resources License #36-07640 all other water rights appurtenant to the real property. #36-08387

Personal Property (Irrigation Equipment)

1 – 100 HP GE electric Motor Serial No. KHJ101128
Vertiline pump No. 101612
1 – 8 tower Lockwood center pivot sprinkler
Buried Mainline
All spaghetti handlines presently utilized to irrigate the pivot corners

Township 10 South, Range 15 East of the Boise Meridian, Situated in the county of Gooding, State of Idaho:

NOTICE IS HEREBY GIVEN that the above-named Seller has entered into a Contract of Sale of Real Estate wherein the above-named Purchaser

Instrument # 217398
GOODING, GOODING, IDAHO
2006-07-27 04:02:08 No. of Pages: 7
Recorded for : GOODING TITLE
DENISE M. GILL
Fee: 21.00
Ex-Officio Recorder Deputy

Instrument # 217379
GOODING, GOODING, IDAHO
2006-07-26 03:44:11 No. of Pages: 7
Recorded for : GOODING TITLE
DENISE M. GILL
Fee: 21.00
Ex-Officio Recorder Deputy

Instrument # 210031

GOODING, GOODING, IDAHO
2005-02-22 03:59:11 No. of Pages: 7
Recorded for : GOODING TITLE
HELEN EDWARDS
Fee: 21.00
Ex-Officio Recorder Deputy

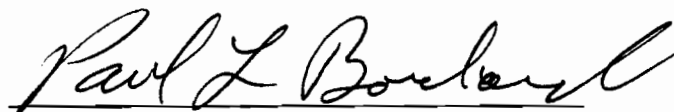
agreed to buy, and the Seller agreed to sell, the real and personal property above described.

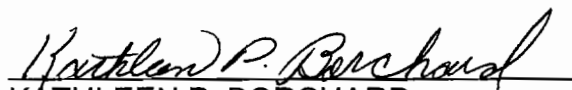
Pursuant to the terms of said contract, title has been reserved in the Seller until the Purchaser fully performs the contract, and a Warranty Deed has been placed in escrow for delivery to the Purchaser upon completion of such performance. The recording of said Warranty Deed at a future date shall be conclusive proof, as against the Seller, and Seller's heirs, personal representatives, successors, and assigns, that Purchaser has fully and completely performed all of the terms of said Contract of Sale of Real Estate, and that Seller has no further right, title or interest in and to the real property above described.

Also, pursuant to the terms of said Contract of Sale of Real Estate, a Quitclaim Deed has been placed in escrow, to be delivered to the Seller in the event Purchaser shall default under the Contract of Sale of Real Estate, and shall fail to cure said default within the time provided in the contract (the parties having agreed that time is of the essence of their agreement). The recording of such Quitclaim Deed conveying the right, title, and interest of Purchaser in the above-described property to Seller shall be conclusive proof, as against the Purchaser, and Purchaser's heirs, personal representatives, successors, and assigns, that Purchaser has defaulted in performance of said Contract of Sale of Real Estate, and that procedure set forth in said contract for sending notice of default, rescission of the contract, and termination of Purchaser's right to continue the purchase and to continue in possession of the property, have been fully and completely complied with by Seller, it being recognized and agreed that if Purchaser claims any defect in such notice of default or procedures, or if Purchaser claims any equitable interest in the property herein described, Purchaser shall and must commence a legal action to assert such claims, if any, prior to the expiration of the time provided in the contract for correcting defaults and delivery of said Quitclaim Deed by the escrow holder to the Seller, and that unless such action is so commenced within said period of time, all such claims are waived by Purchaser.

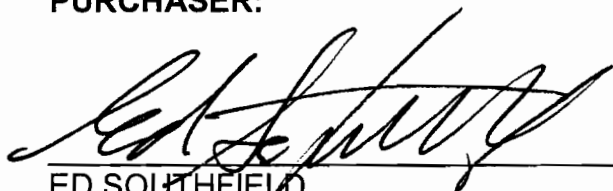
DATED this 18 day of February, 2005.

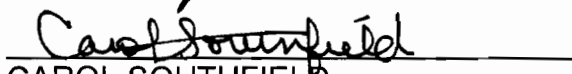
SELLER:


PAUL L. BORCHARD


KATHLEEN P. BORCHARD

PURCHASER:


ED SOUTHFIELD


CAROL SOUTHFIELD


EDWIN SOUTHFIELD


PATRICIA SOUTHFIELD

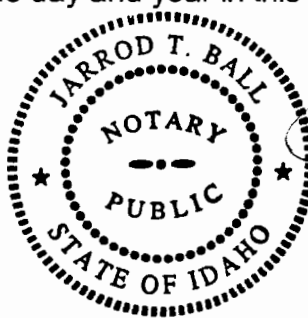

ARIE ROELOFFS

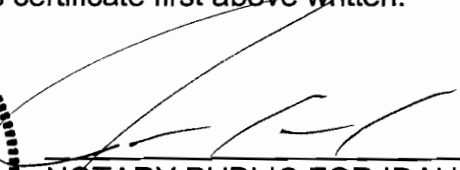

CORALEE ROELOFFS

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 18th day of February, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared PAUL L. BORCHARD and KATHLEEN P. BORCHARD, known to me to be the persons whose names are subscribed to the foregoing 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 this certificate first above written.




NOTARY PUBLIC FOR IDAHO

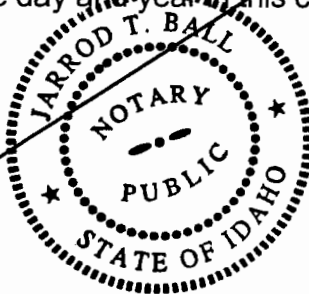
Residence: Twin Falls

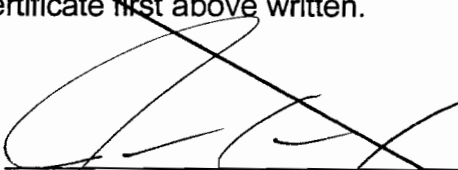
My Commission Expires: 7-25-2008

~~STATE OF IDAHO)
) ss.
County of Twin Falls Gooding)~~

~~On this 18 day of February, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared ED SOUTHFIELD known to me to be the person whose name is subscribed to the foregoing 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.~~



~~
NOTARY PUBLIC FOR IDAHO~~

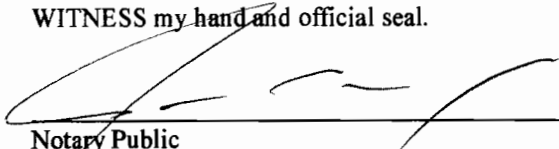
~~Residence: Twin Falls~~

~~My Commission Expires: 7-25-2008~~

State of IDAHO }
 } ss.
County of GOODING }

On this 18 day of FEBRUARY, 2005, before me, the undersigned, a notary public in and for said state, personally appeared ED SOUTHFIELD, known or identified to me to be the partners in the partnership of Southfield Diary, an Idaho general partnership, and the partners whose name is subscribed to the within instrument, and acknowledged to me that they executed the same in said partnership name.

WITNESS my hand and official seal.

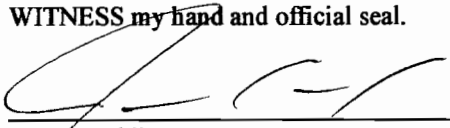

Notary Public
Residing At: Twin Falls
Commission Expires: 7-25-2008



State of IDAHO }
 } ss.
County of TWIN FALLS }

On this 18 day of FEBRUARY, 2005, before me, the undersigned, a notary public in and for said state, personally appeared CAROL SOUTHFIELD, known or identified to me to be the partners in the partnership of Southfield Diary, an Idaho general partnership, and the partners whose name is subscribed to the within instrument, and acknowledged to me that they executed the same in said partnership name.

WITNESS my hand and official seal.

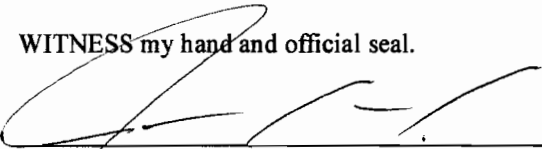

Notary Public
Residing At: Twin Falls
Commission Expires: 7-25-2008

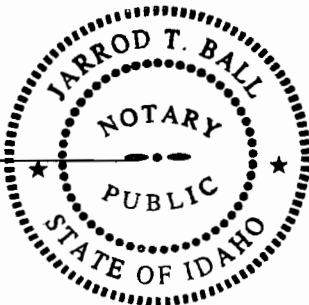


State of IDAHO }
 } ss.
County of TWIN FALLS }

On this 18 day of FEBRUARY, 2005, before me, the undersigned, a notary public in and for said state, personally appeared PATRICIA SOUTHFIELD, known or identified to me to be the partners in the partnership of Southfield Diary, an Idaho general partnership, and the partners whose name is subscribed to the within instrument, and acknowledged to me that they executed the same in said partnership name.

WITNESS my hand and official seal.

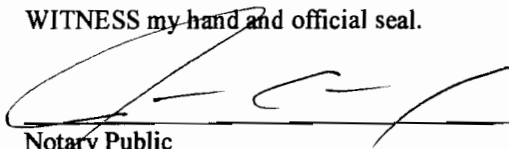

Notary Public
Residing At: Twin Falls
Commission Expires: 7-25-2008



State of IDAHO }
 } ss.
County of GOODING }

On this 16 day of FEBRUARY, 2005, before me, the undersigned, a notary public in and for said state, personally appeared EDWIN SOUTHFIELD, known or identified to me to be the partners in the partnership of Southfield Diary, an Idaho general partnership, and the partners whose name is subscribed to the within instrument, and acknowledged to me that they executed the same in said partnership name.

WITNESS my hand and official seal.

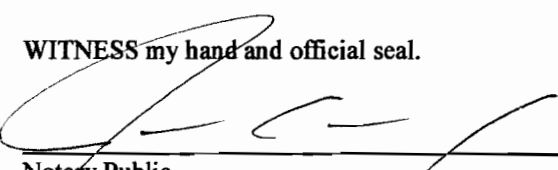

Notary Public
Residing At: Twin Falls
Commission Expires: 7-25-2008



State of IDAHO }
 } ss.
County of GOODING }

On this 18 day of FEBRUARY, 2005, before me, the undersigned, a notary public in and for said state, personally appeared ARIE ROELOFFS and CORA LEE ROELOFFS, known or identified to me to be the partners in the partnership of Southfield Diary, an Idaho general partnership, and the partners whose name is subscribed to the within instrument, and acknowledged to me that they executed the same in said partnership name.

WITNESS my hand and official seal.


Notary Public
Residing At: Twin Falls
Commission Expires: 7-25-2008

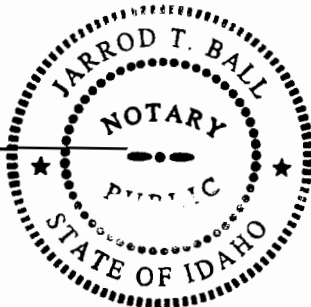


EXHIBIT A
G050054

Township 8 South, Range 14 East of the Boise Meridian, Gooding County, Idaho

Section 10: The Southeast Quarter

SUBJECT TO a county road right-of-way along the North and East boundary.

EXCEPTING THEREFROM that portion deeded for Highway Purposes according to Deed recorded in Book 35 Page 471, records of Gooding County, Idaho.

TOGETHER WITH Idaho Department of Water Resources right ~~36-08387~~ 36-08387



WARRANTY DEED

For Value Received

Goedhart & Goedhart, a partnership consisting of Henry O. Goedhart, Jr. and Michael Dean Goedhart,

hereinafter referred to as Grantor, does hereby grant, bargain, sell, and convey unto

Paul L. Borchard and Kathleen P. Borchard, husband and wife,

hereinafter referred to as Grantee, whose current address is

1511 East 3600 South, Wendell, Idaho 83352

the following described premises, to-wit:

The Southeast quarter of Section 10, Township 8 South, Range 14 East of the Boise Meridian, County of Gooding, State of Idaho.

EXCEPTING THEREFROM that portion deeded for Highway purposes according to Deed recorded in Book 35, Page 471, records of Gooding County, Idaho.

STATE OF IDAHO COUNTY OF GOODING

Filed for record at the request of FIRST AMERICAN TITLE

155181 16 min past 4 o'clock p.m. this 22 of Dec 1993

JOHN A. MYERS Recorder

By *C. L. S. S. S.* Deputy

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee that Grantor is the owner 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 Grantor will warrant and defend the same from all claims whatsoever.

Dated: 22 December 1993.

Henry O. Goedhart, Jr.
Henry O. Goedhart, Jr., Partner

Michael Dean Goedhart
Michael Dean Goedhart, Partner

STATE OF IDAHO
COUNTY OF GOODING

On This 22nd day of December, in the year 1993, before me, a Notary Public in and for said State, personally appeared Henry O. Goedhart, Jr. and Michael Dean Goedhart, known or identified to me to be the partners in the partnership of Goedhart and Goedhart, and the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.



Susan M. Dill
Notary Public of Idaho
Residing at Gooding, Idaho
Commission Expires 10-16-98

First American Title Company of Idaho