

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

RECEIVED
NOV 16 2005 *K*
Department of Water Resources

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
36-8661	36-8661	☐			☐
		☐			☐
		☐			☐
		☐			☐
		☐			☐

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) William C Stouder Northwest Farm Credit Services
3507 S 2000 E PO Box 5059
Wendell, Idaho 83355 Twin Falls, Idaho 83303-5059
4. New Owner/Claimant(s) DeWIT DAIRY
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address 2011 Bob Barton Highway
 City, State and ZIP Code Wendell, Idaho 83355
 New Telephone Number (208) _____
5. Date you acquired the property _____

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)

Melinda Seewit

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

Receipted by

Processed by

Date

Date

Date

AJ

Fee

Receipt No.

WR

Date

\$25.00/xx
CD791050

This Warranty Deed is being re-recorded to correct the legal description in which Parcel No. 3 was inadvertently left off.

Instrument # 213763 Ke-Recorded
GOODING, GOODING, IDAHO
2005-11-07 02:43:41 No. of Pages: 6
Recorded for: LAND TITLE
HELEN EDWARDS Fee: 18.00
Ex-Officio Recorder Deputy *[Signature]*

6-34768

WARRANTY DEED

FOR VALUE RECEIVED, **STOUDER HOLSTEINS, LLP**, an Idaho limited liability partnership, **WILLIAM C. STOUDER** and **CHARLOTTE A. STOUDER**, husband and wife, and **BRUCE STOUDER**, **GARY STOUDER** AND **ALAN STOUDER**, Partners, the "Grantor", does hereby grant, bargain, sell and convey unto **DeWIT DAIRY**, an Idaho general partnership, **MELINDA DeWIT** and **TONY DeWIT**, General Partners, whose address is 2011 Bob Barton Highway, Wendell Idaho 83355, the "Grantee", the following described premises located in Gooding County, Idaho, to wit:

See **Exhibit A** attached hereto.

Together with all water rights appurtenant thereto, including but not limited to the following:

Water Right No. 36-08661

123 shares of North Side Canal Co., Ltd., stock

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs, administrators and assigns forever. The said Grantor does hereby covenant to and with the said Grantee, that it is the owner of said premises; that it will warrant and defend the same from all lawful claims whatsoever, except as hereinabove specifically provided, and the specific exceptions listed below:

1. 2005 taxes and subsequent years, taxes are an accruing lien, not yet due or payable.
2. Assessments of the American Falls Irrigation District and the rights and powers of said District as by law provided.
3. Assessments of the North Side Canal Irrigation District and the rights and powers of said District as by law provided.
4. Right of way for canals, laterals and waste ditches of the North Side Canal Company, Ltd.
5. Right of Way Easement given by Frank L. Orth and Helen Orth to The Mountain States Telephone and Telegraph Company, a Colorado Corporation, dated August 21, 1981, recorded August 21, 1981 as Instrument Number 91026, Gooding County records, affecting a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28, Township 8 South, Range 15, East Boise Meridian.
6. Reservations contained in Warranty Deeds given by Frank L. Orth and Helen M. Orth, husband and wife, Grantor, to William C. Stouder and Charlotte A. Stouder, husband and wife, as Grantee, dated August 10, 1982, recorded August 12, 1982 as Instrument Number 96403 and recorded August 11, 1983 as Instrument Number 102799, Gooding County Records.

WARRANTY DEED - 1

\\Ws4\data\DeWit\Stouder\Stouder Agreement WD.doc

Instrument # 213613
GOODING, GOODING, IDAHO
2005-10-25 04:20:44 No. of Pages: 6
Recorded for: LAND TITLE
HELEN EDWARDS Fee: 18.00
Ex-Officio Recorder Deputy *[Signature]*

7. Right of Way for road along the North and East boundary of Parcel No. 2 as shown on Survey recorded June 4, 1984 as Instrument Number 108546, Gooding County records.
8. Power Line Easement given by William C. Stouder and Charlotte A. Stouder, his wife, to Idaho Power Company, a corporation, dated September 10, 1992, recorded December 31, 1992 as Instrument Number 151146, Gooding County records, affecting part of SE ¼ SE ¼ of Section 28, Township 8 South, Range 15 East, Boise Meridian.
9. Order of the Board of Directors of the North Snake Ground Water District on the Petitions for Annexation of Land and Facilities into the North Snake Ground Water District, dated June 18, 2002, recorded July 18, 2002 as Instrument No. 196111, Gooding County records.

DATED THIS 4th day of October, 2005.

"GRANTOR"

STOUDER HOLSTEINS, LLP

William C. Stouder
WILLIAM C. STOUDER, Partner

Charlotte A. Stouder
CHARLOTTE A. STOUDER, Partner

Bruce Stouder
BRUCE STOUDER, Partner

Gary Stouder
GARY STOUDER, Partner

Alan Stouder
ALAN STOUDER, Partner

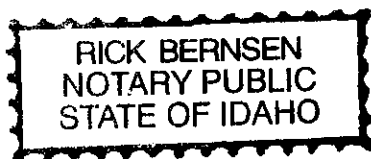
STATE OF IDAHO)

ss:

County of Jerome)

On this 4th day of October, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William C. Stouder, Partner of Stouder Holsteins, LLP, an Idaho limited liability partnership, known to me to be such partner and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said partnership.

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



[Signature]
NOTARY PUBLIC for Idaho

Residing at: Jerome, ID

Commission Expires: 7-30-09

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

On this 4th day of October, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared GARY STODER, known or identified to me to be the person whose name is subscribed to the within instrument, as the Attorney-In-Fact of WILLIAM C. STODER and acknowledged to me that he subscribed the name of WILLIAM C. STODER thereto as principal, and his own name as Attorney-In-Fact.

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

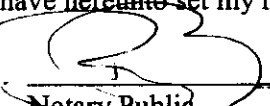

Notary Public
Residing at: Jerome
My Commission expires 7/30/09

**RICK BERNSSEN
NOTARY PUBLIC
STATE OF IDAHO**

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

On this 4th day of October, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared GARY STODER, known or identified to me to be the person whose name is subscribed to the within instrument, as the Attorney-In-Fact of CHARLOTTE A. STODER and acknowledged to me that he subscribed the name of CHARLOTTE A. STODER thereto as principal, and his own name as Attorney-In-Fact.

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


Notary Public
Residing at: Jerome
My Commission expires 7/30/09

**RICK BERNSSEN
NOTARY PUBLIC
STATE OF IDAHO**

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

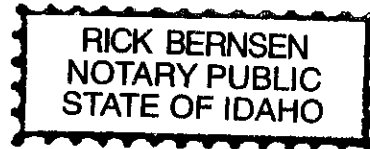
On this 4th day of October, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared BRUCE STODER, Partner of Stoder Holsteins, LLP, an Idaho limited liability partnership, known to me to be such partner and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said partnership.

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



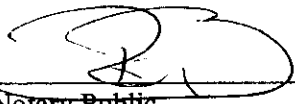
Notary Public
Residing at: Jerome
My Commission expires: 7/30/09

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)



On this 4th day of October, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ALAN STODER, Partner of Stouder Holsteins, LLP, an Idaho limited liability partnership, known to me to be such partner and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said partnership.

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



Notary Public
Residing at: Jerry T.
My Commission expires: 7-30-09

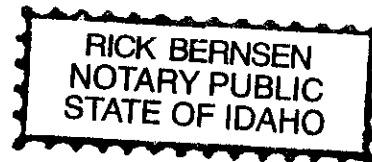


EXHIBIT "A"

PARCEL NO. 1:

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 28: SE $\frac{1}{4}$ SW $\frac{1}{4}$;

Section 33: NW $\frac{1}{4}$ NE $\frac{1}{4}$; EXCEPTING THEREFROM the following described parcel of land:

Beginning at the North One-Quarter section corner of Section 33, Township 8 South, Range 15 East, Boise Meridian, said corner marked by a $\frac{1}{2}$ " rebar;
Thence South 00°00'27" West along the West line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ for a distance of 412.83 feet to a $\frac{1}{2}$ " rebar which shall be THE POINT OF BEGINNING;
Thence North 89°30'58" East for a distance of 344.89 feet to a $\frac{1}{2}$ " rebar;
Thence South 00°00'27" West for a distance of 312.72 feet to a $\frac{1}{2}$ " rebar;
Thence South 89°30'58" West for a distance of 344.89 feet to a $\frac{1}{2}$ " rebar on the West line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence North 00°00'27" East along said line for a distance of 312.72 feet to THE POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 33: NE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM the following described parcel of land:

Commencing at the Northeast corner of Section 33;
Thence North 89°54'22" West, 377.00 feet along the Northerly boundary of Section 33 to THE TRUE POINT OF BEGINNING;
Thence South 0°58'58" West, 1089.00 feet;
Thence North 89°54'22" West, 400.00 feet;
Thence North 0°58'58" East, 1089.00 feet to the Northerly boundary of Section 33;
Thence South 89°54'22" East, 400.00 feet along the Northerly boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, to THE TRUE POINT OF BEGINNING.

AND

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 33: That part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, described as follows:

-continued-

CONTINUATION

EXHIBIT "A"

Commencing at the Northeast corner of Section 33;
Thence North 89°54'22" West, 377.00 feet along the Northerly boundary of Section 33,
to THE TRUE POINT OF BEGINNING;
Thence South 0°58'58" West, 1089.00 feet;
Thence North 89°54'22" West, 400.00 feet;
Thence North 0°58'58" East, 1089.00 feet to the Northerly boundary of Section 33;
Thence South 89°54'22" East, 400.00 feet along the Northerly boundary of the
NE¼NE¼, to THE TRUE POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 34: A parcel of land located in the NW¼NW¼, described as follows:



Commencing at the Northwest corner of said Section 34;
Thence South 00°02'00" East along the West boundary of said Section 34 for a distance
of 277.00 feet to THE TRUE POINT OF BEGINNING;
Thence South 89°52'00" East parallel with the North boundary of Section 34 for a
distance of 315.00 feet;
Thence South 00°02'00" East parallel with the West boundary of Section 34 for a
distance of 418.00 feet;
Thence North 89°52'00" West, measured (North 89°49' West recorded) parallel with the
North boundary of Section 34 for a distance of 315.00 feet to a point on the West
boundary of Section 34;
Thence North 00°02'00" West along the West boundary of Section 34 for a distance of
418.00 feet to THE TRUE POINT OF BEGINNING.

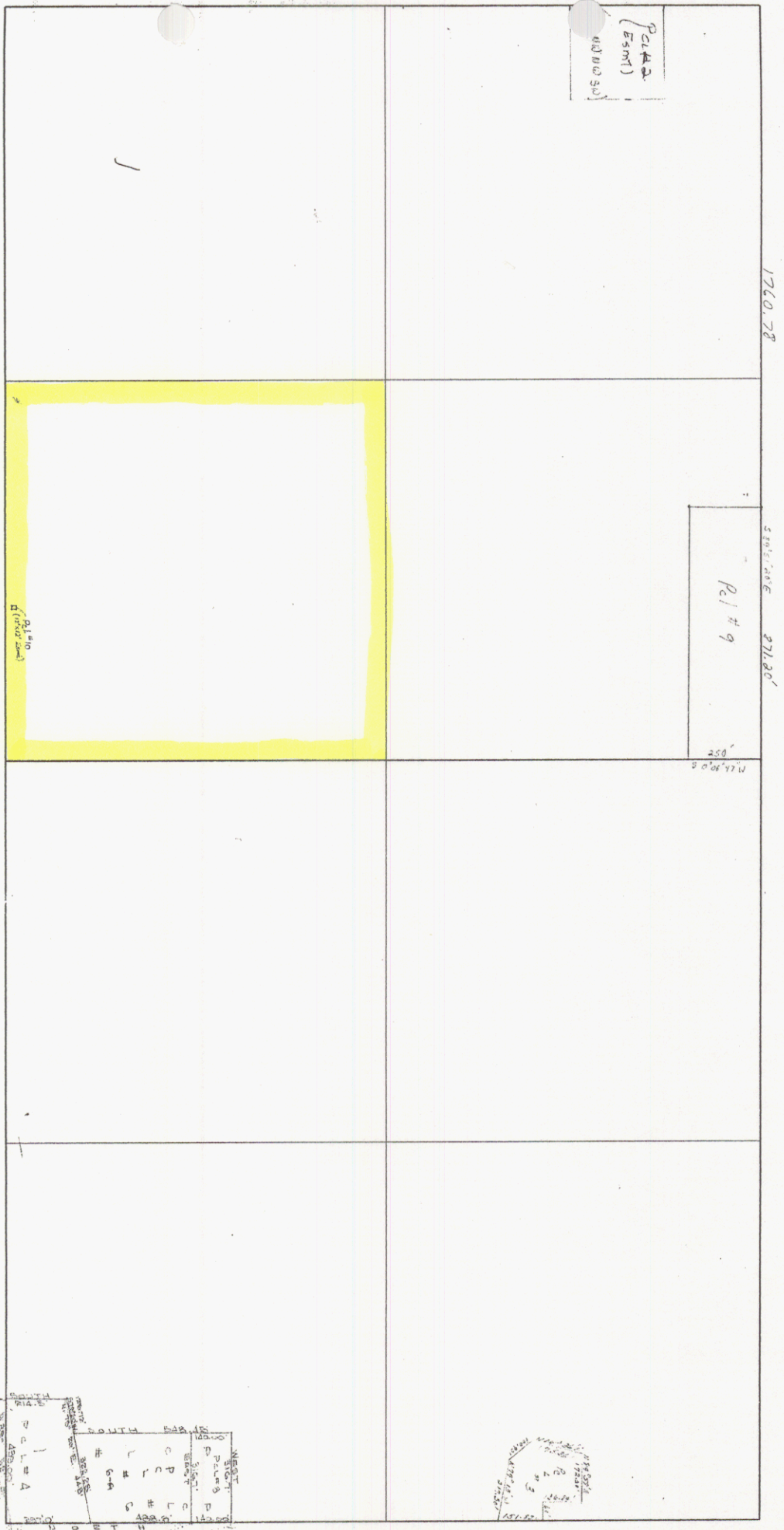
SUBJECT TO a 25.0 foot wide county road easement along the West boundary of the
described parcel.

End of Exhibit "A"

North
↑

South
Half

"This plat is made solely for the purpose of assisting in locating the land, and the company assumes no liability for variations, if any, with an actual survey."



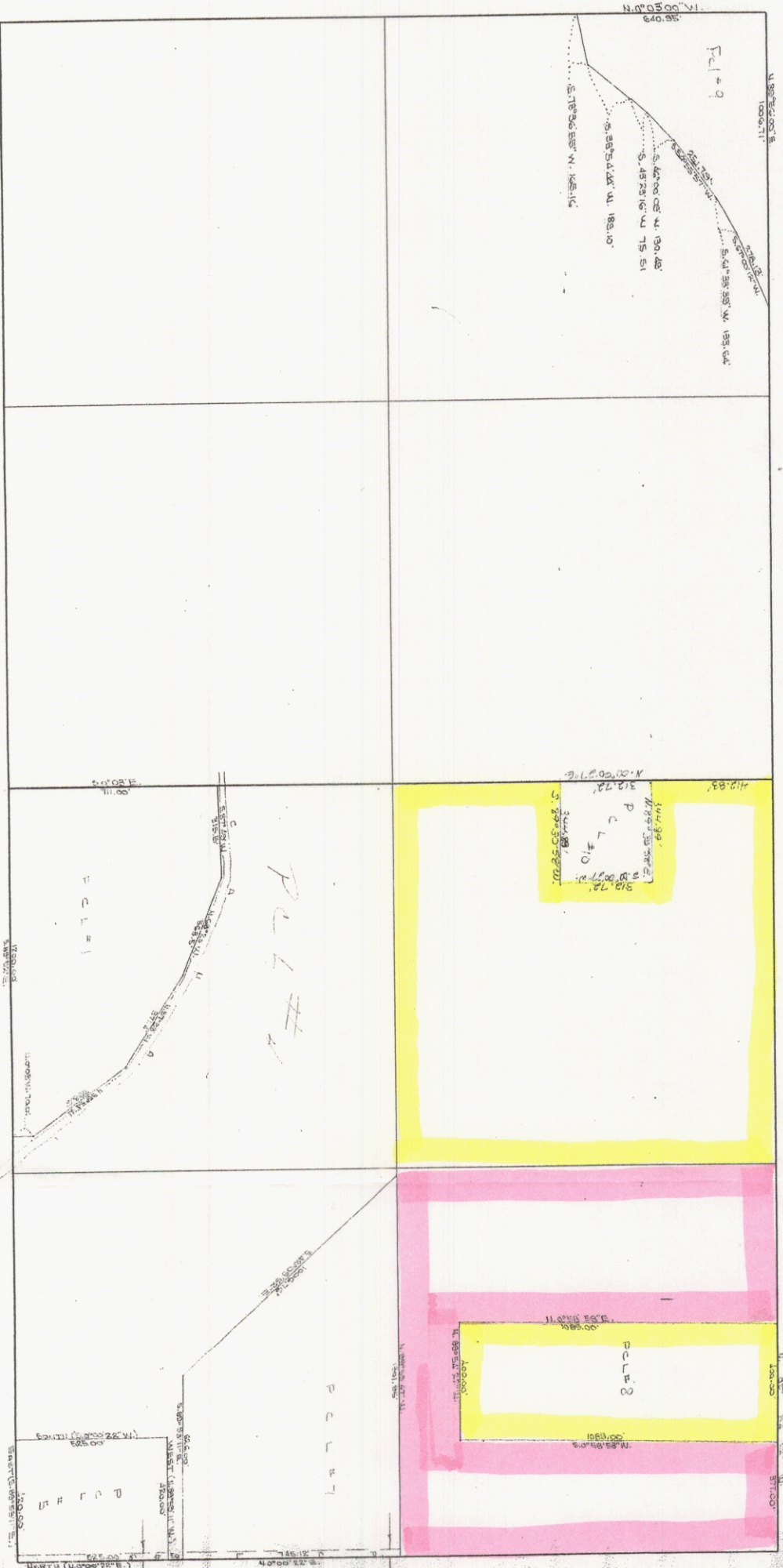
SCALE 1" = 400'

Pct 44. 54M1 1
Pct 44. 54M1 1

North
↑

March
Thief

"This plat is made solely for the purpose of assisting in locating the land, and the company assumes no liability for variations, if any, with an actual survey."



1" = 400'