

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.

RECEIVED
NOV 9 2004
DEPARTMENT OF
WATER RESOURCES

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
36-7847			36-10135		
36-7409A					
36-7631A					
36-11402					
36-8396					

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) Wayne Hawkins and Dean Hawkins 302 S. 230 W.
Magie Valley Dairy Supply, Inc. 304 S. 230 W.
Hawkins Land Investment Jerome, ID 83338
4. New Owner/Claimant(s) John Gomez
Name Connector (Check one): [] and, [] or, [] and/or
1987 Highland East
New Mailing Address Twin Falls, ID 83301
City, State and ZIP Code
New Telephone Number () _____
5. Date you acquired the property 11/9/04

SUPPORT DATA

IN FILE # 36-7847

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) *Phil Perry*
(include title if applicable)

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 claim(s).

For Office Use Only

Received by *M*

Date 11-19-04

Fee \$150.00

Received by *M*

Date 11-19-04

Receipt No. CO75819

Processed by _____

AJ Date _____

WR _____

Date _____

COPY

Instrument # 208620

GOODING, GC NG, IDAHO

2004-11-09

04:02:34 No. of Pages: 6

Recorded for : LAND TITLE, JEROME

HELEN EDWARDS

Fee: 18.00

Ex-Officio Recorder Deputy

H. Edwards

WARRANTY DEED

FOR VALUE RECEIVED,

HAWKINS LAND INVESTMENT, an Idaho general partnership, Wayne Hawkins and Dean Hawkins, Partners, and **MAGIC VALLEY DAIRY SUPPLY, INC.**, aka Magic Valley Dairy Supplies, Inc., an Idaho corporation, hereinafter collectively referred to as "Grantor", do hereby grant, bargain, sell and convey unto **JOHN GOMEZ**, a single man, hereinafter referred to as "Buyer", whose address is 1987 Highland East Twin Falls ID 83301, the "Grantee", the following described premises located in Gooding, Idaho, to wit:

PARCEL 1:

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

Section 18: That part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ lying North of the W-9 North Side Canal Company Lateral as now located.

That part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ lying North of the W-9 North Side Canal Company Lateral as now located.

PARCEL 2:

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

Section 18: S $\frac{1}{2}$ NE $\frac{1}{4}$; and that portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$ lying South of the W-9 North Side Canal Company lateral.

PARCEL 3:

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

Section 17: That part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ lying North and West of the County Road.

PARCEL 4:

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,

GOODING COUNTY, IDAHO

Section 7: NE $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$

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

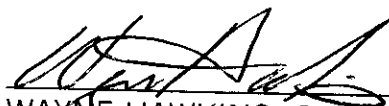
36-7847
36-7409A
36-7631A
36-11402
36-8396
36-10135

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their successors and assigns forever. The said Grantor do hereby covenant to and with the said Grantee, that they are the owners of said premises; that they will warrant and defend the same from all lawful claims whatsoever, except as hereinabove specifically provided, and the specific exceptions listed below:

1. See Exhibit "A" Attached hereto:

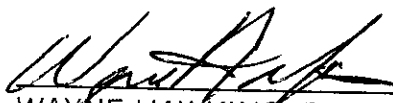
DATED THIS 9th day of November, 2004

HAWKINS LAND INVESTMENT

 **PARTNER**
WAYNE HAWKINS, General Partner

 **Partner**
DEAN HAWKINS, General Partner
By WAYNE HAWKINS, Attorney-in-fact

MAGIC VALLEY DAIRY SUPPLY, INC.,
aka Magic Valley Dairy Supplies, Inc.

 **PRES.**
WAYNE HAWKINS, President

 **Vice Pres.**
DEAN HAWKINS, Vice-President
By WAYNE HAWKINS, Attorney-in-fact

STATE OF IDAHO)

County of Jerome)

On this 9th day of November, 2004, before me, a Notary Public in and for said County and State, personally appeared WAYNE HAWKINS, General Partner of HAWKINS LAND INVESTMENT, known or identified to me or proved to me to be the person whose name is subscribed to the within instrument, and 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.

Residing at: Jerome

Residing at: Jerome

Commission Expires: 7/30/09

STATE OF IDAHO)

County of Jerome)

Commission
RICK BERNSEN
NOTARY PUBLIC
STATE OF IDAHO

On this 9th day of Noevmeber, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WAYNE HAWKINS, known to me or proven to me to be the Attorney-in-Fact for DEAN HAWKINS, General Partner in HAWKINS LAND INVESTMENT, an Idaho general partnership, 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 DEAN HAWKINS as General Partner of the partnership.

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

NOTARY PUBLIC for IDAHO

Residing at: Jerome

Commission Expires: 7/30/09

**RICK BERNSEN
NOTARY PUBLIC
STATE OF IDAHO**

County of Jerome)

On this 9th day of November, 2004, before me, a Notary Public in and for said County and State, personally appeared WAYNE HAWKINS, President of MAGIC VALLEY DAIRY SUPPLY, INC., an Idaho corporation, known or identified to me or proved to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said corporation.

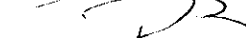
IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.


 NOTARY PUBLIC for Idaho
 My Comm. Expires: Jan, 15
 My Comm. Expires: 7-30-09

STATE OF IDAHO)
) ss
County of Jerome)

On this 9th day of November, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WAYNE HAWKINS, known to me or proven to me to be the Attorney-in-Fact for DEAN HAWKINS, Vice-President of MAGIC VALLEY DAIRY SYSTEMS, INC., an Idaho corporation, 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 DEAN HAWKINS as Vice-President of the corporation.

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


NOTARY PUBLIC for IDAHO
Residing at: Ben, ID
Commission Expires: 7-30-09

RICK BERNSSEN
NOTARY PUBLIC
STATE OF IDAHO

Exhibit "A"

SUBJECT TO:

1. Taxes subsequent to the year 2004, which are not yet due or payable.
2. Right of way for canals, laterals and waste ditches of the North Side Canal Company, Ltd.
3. Power Line Easement given by A. N. Ambrose and Leona Ambrose, husband and wife, to Idaho Power Company, dated May 27, 1975, recorded February 10, 1976 as Instrument Number 58131, Gooding County records, affecting a portion of Section 18, Township 8 South, Range 15, East Boise Meridian.
4. Power Line Easement given by Edwin McNutt, a single man, to Idaho Power Company, dated August 20, 1974, recorded February 10, 1976 as Instrument Number 58132, Gooding County records, affecting a portion of Section 18, Township 8 South, Range 15, East Boise Meridian.
5. Reservation contained in Warranty Deed given by A. N. Ambrose and Leona Ambrose, husband and wife, to Roy L. Mason and Carolyn Mason, husband and wife, dated April 18, 1972, recorded January 20, 1989 as Instrument Number 135238, Gooding County records, excepting and reserving an easement or right of way for the delivery of water through a certain ditch which said ditch courses generally North to South from the W-9 lateral of the North Side Canal Company and crosses the Western portion of the NE¼, Section 18, Township 8 South, Range 15, East Boise Meridian.
6. Power Line Easement given by Chuck Shirey and Linda E. Shirey, husband and wife, to Idaho Power Company, a corporation, dated December 11, 1979, recorded May 6, 1980 as Instrument Number 82964, Gooding County records, affecting a portion of the NE¼NE¼ of Section 18, Township 8 South, Range 15, East Boise Meridian.
7. Power Line Easement given by Magic Valley Dairy Supply, Inc. to Idaho Power Company, a corporation, dated August 24, 1994, recorded March 28, 1995 as Instrument Number 160712, Gooding County records, affecting part of NE¼NE¼ of Section 18, Township 8 South, Range 15 East, Boise Meridian, Gooding County, Idaho.
8. Power Line Easement given by A. N. Ambrose, to Idaho Power Company, a corporation, dated April 18, 1972, recorded October 10, 1972 as Instrument Number 42264, Gooding County records, affecting the E½NE¼ of Section 7, Township 8 South, Range 15, East Boise Meridian.
9. Power Line Easement given by William C. Davis, President, and Gordon Anderson, Secretary, to Idaho Power Company, a corporation, dated April 25, 1972, recorded October 10, 1972 as Instrument Number 42266, Gooding County records, affecting the E½NE¼ of Section 7, Township 8 South, Range 15, East Boise Meridian.

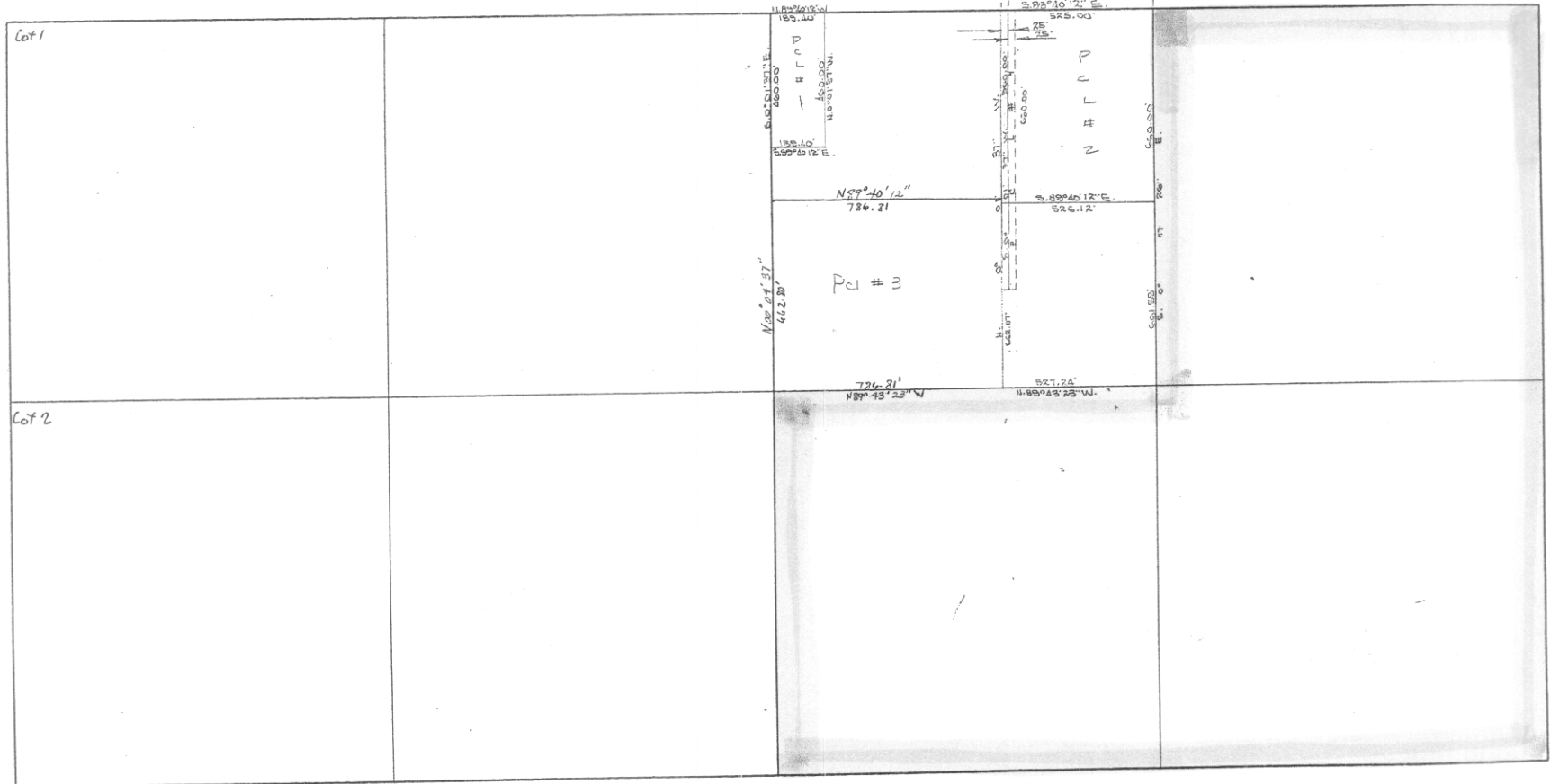
Continued

CONTINUATION

10. Underground Power Line Easement given by Acie Clements and Bonnie Clements, husband and wife, to Idaho Power Company, a corporation, dated March 22, 1976, recorded December 30, 1976 as Instrument Number 62582, Gooding County records, affecting the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7, Township 8 South, Range 15, East Boise Meridian.
11. Easement for ingress and egress extending from the Southeast corner of the property described as Parcel No. 1 above, Easterly to the county road, disclosed in Warranty Deed recorded June 19, 1979, as Instrument Number 77334, Gooding County records.
12. 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 Number 196111, Gooding County records. (Double H Dairies)

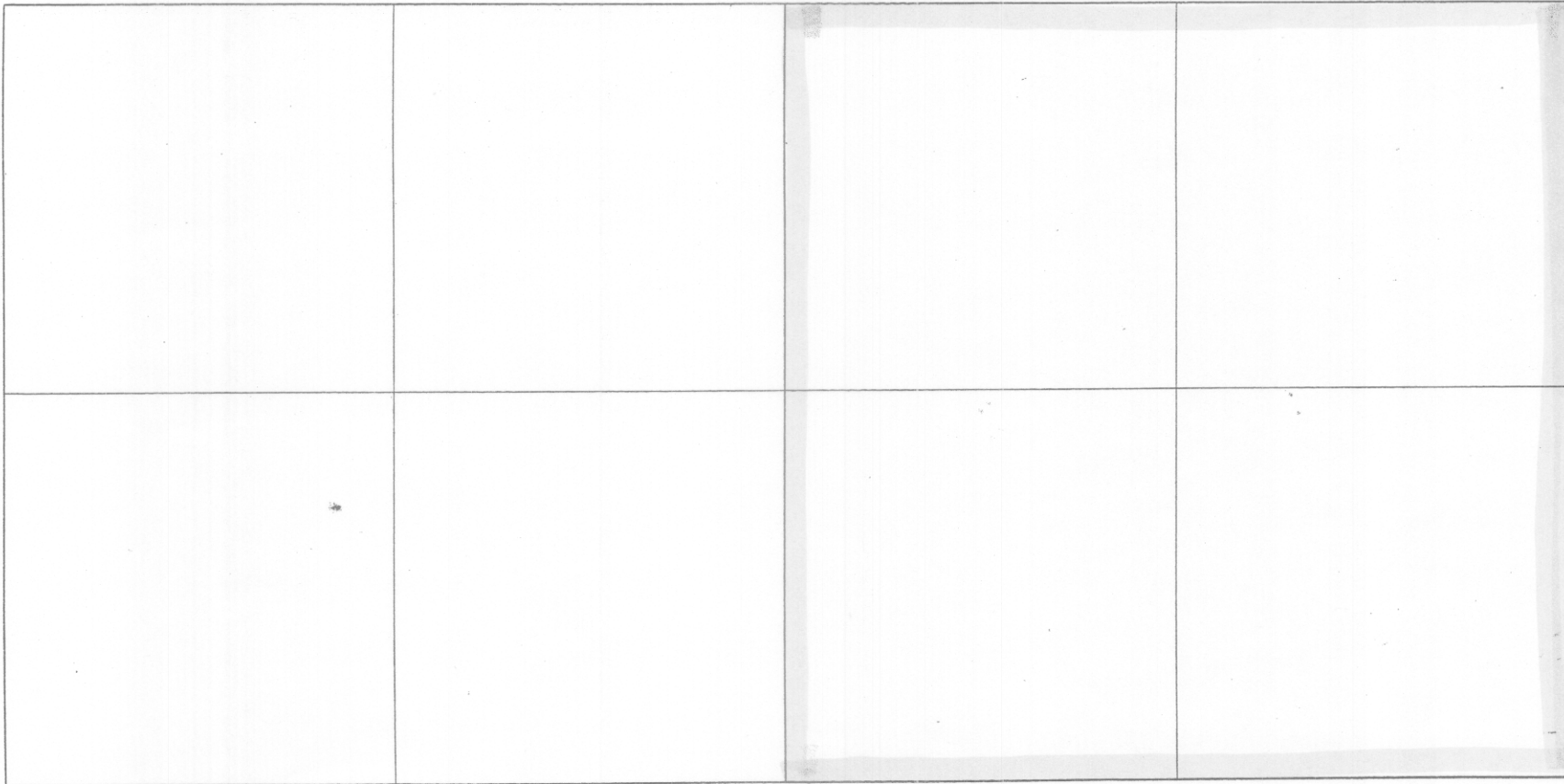
End of Exhibit "A"

NORTH HALF



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

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."

Gooding COUNTY

SEC. 17 TWP. 8 S.

RGE 15 EBM.

North 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."

LAND TITLE AND ESCROW, INC.

GARDEN

COUNTY

SEC.

12

TWP

8

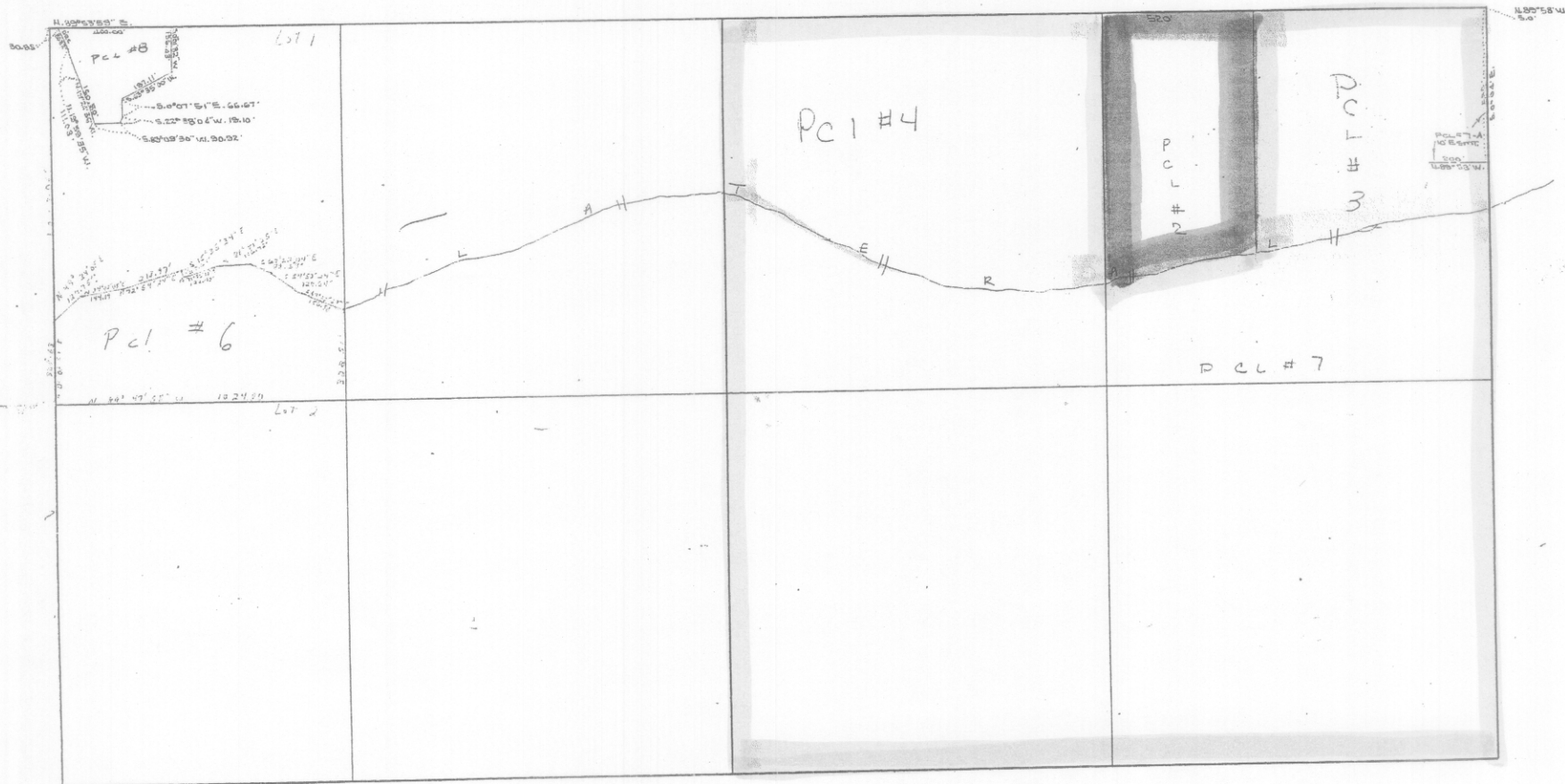
S

RGE

15

EBM.

NORTH WOLF



"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."