

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED ✓
JUL 22 2024
DEPT. OF WATER RESOURCES
SOUTHERN REGION

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
43-10190	Yes ☐	Yes ☐	43-13856	Yes ☐	Yes ☐
43-13852	Yes ☐	Yes ☐	43-13857	Yes ☐	Yes ☐
43-13853	Yes ☐	Yes ☐		Yes ☐	Yes ☐
43-13854	Yes ☐	Yes ☐		Yes ☐	Yes ☐
43-13855	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Smith Brothers Jerseys LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Branch Farms, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- P. O. Box 24 Malta ID 83342
Mailing address City State ZIP
208-670-9311
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: July 3rd, 2024
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - ☐ Filing fee (see instructions for further explanation):
 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.
 - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
 - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 43-10190

8. Signature: Nolan Branch Nolan Branch, Member 07/03/2024
Signature of new owner/claimant Title, if applicable Date
- Signature: LuAnn Branch LuAnn Branch, Member 07/03/2024
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by SG Date 7/22/2024 Receipt No. 5040299 Receipt Amt. \$175-

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing th W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by th Date 9-10-24



Order Number: 24506399

Warranty Deed

For Value Received,

Smith Brothers Jerseys, LLC, an Idaho limited liability company and Black Pine Land, LLC, an Idaho limited liability company, the Grantors, do hereby grant, bargain sell and convey unto, **Branch Farms, LLC, an Idaho limited liability company**, whose current address is **P. O. Box 24, Malta, ID 83342**, the Grantee, the following described premises, in **Cassia County, Idaho**, To Wit:

See Exhibit A, attached hereto and incorporated herein.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its 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 they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of this page intentionally left blank.

Dated: July 3rd, 2024

Smith Brothers Jerseys, LLC, an Idaho limited liability company

BY: *Lucus R. Smith*
Lucus R. Smith, Member

BY: *Virginia K. Smith*
Virginia K. Smith, Member

Black Pine Land, LLC, an Idaho limited liability company

BY: *Lucus R. Smith*
Lucus R. Smith, member

BY: *Virginia K. Smith*
Virginia K. Smith, Member

State of Idaho, County of Cassia ss.

On this 3 day of July 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Lucas R. Smith and Virginia K. Smith known or identified to me to be members of Smith Brothers Jerseys, LLC the limited liability company that executed the within instrument and acknowledged to me that they executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Annette Roth
Notary Public
Residing In: *Rupert, ID*
My Commission Expires: *8-4-2029*



State of Idaho, County of Cassia, ss.

On this 3 day of July 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Lucas R. Smith and Virginia K. Smith known or identified to me to be Members of Black Pine Land, LLC, the limited liability company that executed the within instrument and acknowledged to me that _____ executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Annette Roth
Notary Public
Residing In: Rupert Id
My Commission Expires: 8-4-2029



EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

TRACT F – (SMITH DAIRY TRACT)

**TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 21: SW $\frac{1}{4}$ SE $\frac{1}{4}$; ALSO, the following described parcel:

Part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

**Beginning at the South $\frac{1}{4}$ section corner of said Section 21, said corner marked by a U.S. General Land Office iron pipe with brass cap on top; Thence North 00°01'37" East along the East line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 24.61 feet to a $\frac{1}{2}$ inch rebar which shall be the POINT OF BEGINNING;
Thence North 88°08'56" West for a distance of 89.65 feet to a $\frac{1}{2}$ inch rebar;
Thence North 00°07'20" West for a distance of 479.25 feet to a $\frac{1}{2}$ inch rebar;
Thence North 89°30'29" East for a distance of 90.85 feet to $\frac{1}{2}$ inch rebar on the East line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South 00°01'37" West along said line for a distance of 482.92 feet to the POINT OF BEGINNING.**

TRACT G – SMITH DAIRY PIVOT CORNERS

**PARCEL NO. 1:
TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, STATE OF IDAHO**

Section 21: Part of the S $\frac{1}{2}$ SW $\frac{1}{4}$, more particularly described as follows:

**Commencing at the South $\frac{1}{4}$ Corner of Section 21, said corner marked by a U.S. GLO iron pipe with brass cap; Thence North 00°01'30" East along the east line of the S $\frac{1}{2}$ SW $\frac{1}{4}$ for a distance of 507.53 feet to a $\frac{1}{2}$ inch rebar which shall be the POINT OF BEGINNING;
Thence South 89°30'29" West for a distance of 90.84 feet to a $\frac{1}{2}$ inch rebar;
Thence South 00°07'20" East for a distance of 230.36 feet to a $\frac{1}{2}$ inch rebar;
Thence along a non-tangent curve to the left for a distance of 774.58 feet to a $\frac{1}{2}$ inch rebar, said curve having a radius of 1241.00 feet, a delta angle of 35°45'42", and a long chord bearing of North 28°53'54" West for a distance of 762.07 feet;
Thence North 40°54'42" East for a distance of 330.01 feet to a $\frac{1}{2}$ inch rebar;
Thence North 00°21'57" West for a distance of 69.31 feet to a $\frac{1}{2}$ inch rebar;
Thence North 89°38'02" East for a distance of 243.27 feet to a $\frac{1}{2}$ inch rebar on the east line of the S $\frac{1}{2}$ SW $\frac{1}{4}$;
Thence South 00°01'30" West along said $\frac{1}{4}$ section line for a distance of 756.30 feet to the POINT OF BEGINNING.**

**PARCEL NO. 2:
TOWNSHIP 14, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, STATE OF IDAHO**

Sections 21 and 28: Part of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 21 and Part of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 28, more particularly described as follows:

Commencing at the South $\frac{1}{4}$ Corner of Section 21, said corner marked by a U.S. GLO iron pipe with brass cap which shall be the POINT OF BEGINNING;

Thence South $00^{\circ}24'24''$ West along the east line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 28 for a distance of 1319.59 feet to a 5/8 inch rebar at the Southeast Corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence South $89^{\circ}38'41''$ West along the south line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ for a distance of 882.48 feet to a $\frac{1}{2}$ inch rebar;

Thence North $00^{\circ}24'20''$ East for a distance of 195.70 feet to a $\frac{1}{2}$ inch rebar;

Thence along a non-tangent curve to the left for a distance of 1510.79 feet to a $\frac{1}{2}$ inch rebar, said curve having a radius of 1241.00 feet, a delta angle of $69^{\circ}45'05''$, and a long chord bearing of North $35^{\circ}27'00''$ East for a distance of 1419.21 feet;

Thence South $88^{\circ}08'56''$ East for a distance of 67.36 feet to a $\frac{1}{2}$ inch rebar on the east line of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 21;

Thence South $00^{\circ}01'30''$ West along said $\frac{1}{4}$ section line for a distance of 24.61 feet to the POINT OF BEGINNING.



211 W. 13th St.
Burley, ID 83318
Ph. (208) 881-0087
Fx. (866) 582-7546
www.titleonecorp.com

Bill of Sale

Smith Brothers Jerseys, LLC, an Idaho limited liability company and Black Pine Land, LLC, an Idaho limited liability company (Seller), in consideration of the sum of **Ten Dollars and No/100 (\$10.00)**, the receipt and sufficiency of which is hereby acknowledged, paid to Seller by **Branch Farms, LLC** (Buyer), does hereby transfer, deliver, grant, bargain, sell, and convey to Buyer the following:

Nuhn 5000 Alley Vac

John Deere 544L Loader

2004 John Deere 8120

2005 John Deere 8120

John Deere 3025

Schuler Feed Wagon

Kuhn Knight Feed Wagon

New Holland Manure Spreader

Hatfield Man. Bottle Trailer

Hatfield Man. Water Trailer

Hatfield Man. Calf Transport Trailer

Box Scraper

All associated attachments including but not limited to, Tire Scraper, (2) Tire Feed Push up wheels, Hay Forks, 544L Bucket, Calf Hutch Lifters, etc.

Hatfield Man. Corral Harrow

All Calf Raising Equipment, Parlor Equipment, Corral equipment, Feeding Software and Equipment, Dairy Records Software and fuel storage

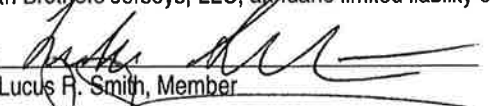
IDWR Water Rights : 43-10190, 43-10192, 43-10190, 43-10193, 43-10194, 43-10195, 43-10196, 43-10197

To have and to hold the above described property to the Buyer, its successors and assigns, forever. And the Seller does warrant and defend the sale of said property, goods, and chattels, hereby made unto the Buyer against all and any person whomsoever lawfully claiming or to claim the same.

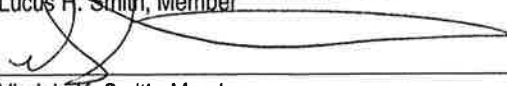
In witness whereof, Seller has executed this Bill of Sale this 3 day of Jul 2024

Smith Brothers Jerseys, LLC, an Idaho limited liability company

BY:


Lucas R. Smith, Member

BY:


Virginia K. Smith, Member

Black Pine Land, LLC, an Idaho limited liability company

BY: _____

Lucus R. Smith, member

BY: _____

Virginia K. Smith, Member

State of Idaho, County of Cassia ss.

On this 3 day of July 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Lucas R. Smith and Virginia K. Smith known or identified to me to be members of Smith Brothers Jerseys, LLC the limited liability company that executed the within instrument and acknowledged to me that they executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

Annette Roth
Notary Public
Residing In: Rupert, ID
My Commission Expires: 8-4-2029

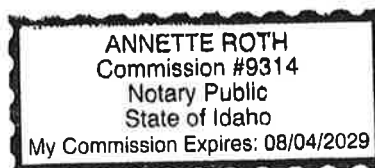


State of Idaho, County of Cassia, ss.

On this 3 day of July 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Lucas R. Smith and Virginia K. Smith known or identified to me to be Members of Black Pine Land, LLC, the limited liability company that executed the within instrument and acknowledged to me that _____ executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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Annette Roth
Notary Public
Residing In: Rupert, ID
My Commission Expires: 8-4-2029





IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

September 10, 2024

BRANCH FARMS LLC
PO BOX 24
MALTA ID 83342-0024

Re: Change in Ownership for Water Right Nos: 43-10190, 43-13852, 43-13853, 43-13854, 43-13855, 43-13856 & 43-13857

Dear Water Right Holders:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water rights to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 293-3033.

Sincerely,

Bill Mills
Water Resource Agent, Senior

Enclosures

C: TITLEONE, Burley; Water District 143



211 W. 13th St.
Burley, ID 83318
Ph. (208) 881-0087
Fx. (866) 582-7546
www.titleonecorp.com

Idaho Department of Water Resources'
650 Addison Ave W, Ste 500
Twin Falls ID 83301

RECEIVED

JUL 22 2024

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Date: July 16, 2024

Escrow No. 24506399

Greetings,

Enclosed please find the following:

- TitleOne Check No. 52705 in the amount of \$175.00
- Original executed Notice of Change
- Copy of original executed Warranty Deed, Instrument No. 2024-002482

Please make the necessary changes to your records to reflect new ownership and send a receipted copy to TitleOne
Po Box 177, Burley, ID 83318. Please call us at the number above should you have any questions.

Best Regards,

TITLEONE

Ashley Martinkus
Ashley Martinkus
Ag escrow assistant

AR/am

Enc.

FedEx