

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
MAY 06 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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
47-2382	Yes ☐	Yes ☐	51-7373	Yes ☐	Yes ☐
47-17504	Yes ☐	Yes ☐	51-7374	Yes ☐	Yes ☐
47-17505	Yes ☐	Yes ☐	51-13051	Yes ☐	Yes ☐
47-17506	Yes ☐	Yes ☐	51-13053	Yes ☐	Yes ☐
47-17507	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: High Plains Land and Livestock, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Big Sky Dairy
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

430 E Yakima

Mailing address
(208) 934-9072

Telephone

Jerome

City

bigskydairy@yahoo.com

Email

ID

State

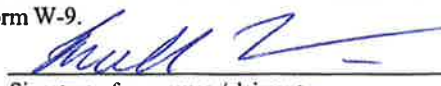
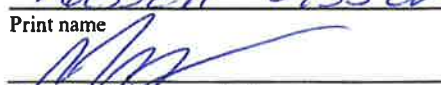
83338

Zip

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: April 18, 2024
6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
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):
☐ \$25 per undivided water right.
☐ \$100 per split water right.
☐ 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 # 47-2382

8. Signature:  04/18/2024
Signature of new owner/claimant Title, if applicable Date
Russell Visser
Print name
- Signature:  04/18/2024
Signature of new owner/claimant Title, if applicable Date
Michael Bosma
Print name

Received by CS Date 5/6/2024 For IDWR Office Use Only: Receipt No. 5040207 Receipt Amt. \$225-

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

Name on W-9 _____ Approved by _____ Processed by KA Date 07-05-2024

**ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT**

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - TWIN FALLS
11:38:27 AM 04-19-2024
2024004553
NO. PAGES 9 FEE: \$15.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: AP
Electronically Recorded by Simplifile



Order Number: 24499925

Warranty Deed

For Value Received,

High Plains Land and Livestock, LLC, an Idaho limited liability company, the Grantor, does hereby grant, bargain sell and convey unto, Big Sky Dairy, an Idaho general Partnership, whose current address is 430 E Yakima, Jerome, ID 83338, the Grantee, the following described premises, in Twin Falls County, Idaho, To Wit:

**PARCEL NO. 1:
TOWNSHIP 9 SOUTH, RANGE 13 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO**

Section 17: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 18: E $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$

**PARCEL NO. 2:
TOWNSHIP 10 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO**

Section 1: A tract of land being more particularly described as follows:

**Beginning at the Southeast corner of said Section 1; Thence South 88°46'06" West a distance of 1331.84 feet along the Southerly boundary of said Section 1 to the TRUE POINT OF BEGINNING;
Thence South 88°46'06" West a distance of 1301.47 feet along the southerly boundary of said Section 1 to the South quarter corner of said Section 1;
Thence South 88°46'06" West a distance of 638.61 feet along the Southerly boundary of said Section 1;
Thence North 01°58'04" West a distance of 94.62 feet;
Thence North 50°25'19" West a distance of 163.07 feet;
Thence South 89°34'22" West a distance of 61.92 feet;
Thence South 00°31'21" East a distance of 202.08 feet to the Southerly boundary of said Section 1;**

Order Number: 24499925

Warranty Deed (4-09) - Page 1 of 8

Thence South 88°46'06" West a distance of 129.06 feet along the Southerly boundary of said Section 1 to a point 10.00 feet Easterly from the East edge of a farm road;

Thence along a line parallel with and 10.00 feet Easterly from the East edge of said farm road the following courses and distances:

North 21°24'32" West a distance of 518.43 feet;
North 16°32'06" West a distance of 450.55 feet;
North 13°11'58" West a distance of 93.48 feet;
North 06°13'48" West a distance of 79.73 feet;
North 00°36'25" East a distance of 1483.77 feet;
North 00°49'34" West a distance of 1571.95 feet;
North 01°23'53" West a distance of 143.87 feet;

Thence North 02°07'38" East a distance of 83.38 feet to a point approximately 10.00 feet Northerly from the North edge of a farm road;

Thence Easterly and Southerly approximately parallel with and 10.00 feet Northerly from said farm road the following courses and distances:

North 72°36'37" East a distance of 29.31 feet;
South 82°19'23" East a distance of 35.81 feet;
South 44°07'29" East a distance of 34.66 feet;
South 50°53'58" East a distance of 59.92 feet;
South 55°17'47" East a distance of 273.43 feet;
South 62°27'49" East a distance of 136.10 feet;
South 75°44'26" East a distance of 53.78 feet;
South 87°14'34" East a distance of 174.40 feet;
North 86°09'57" East a distance of 83.36 feet;
North 77°22'58" East a distance of 62.99 feet;
North 66°18'04" East a distance of 60.06 feet;
North 53°16'23" East a distance of 38.15 feet;
South 71°53'34" East a distance of 41.76 feet;
South 56°21'03" East a distance of 57.09 feet;
South 77°02'22" East a distance of 87.58 feet;
South 64°08'42" East a distance of 93.78 feet;
South 60°30'20" East a distance of 132.48 feet;
South 80°16'46" East a distance of 47.76 feet;
South 73°26'32" East a distance of 53.46 feet;
South 66°05'15" East a distance of 62.62 feet;
South 58°20'31" East a distance of 201.49 feet;
South 54°19'29" East a distance of 193.48 feet;
South 36°14'20" East a distance of 67.86 feet;
South 09°02'44" East a distance of 51.26 feet;
South 11°08'27" West a distance of 67.88 feet;
South 16°47'30" East a distance of 46.81 feet;
South 05°43'04" East a distance of 98.77 feet;
South 08°53'12" East a distance of 57.26 feet;
South 15°41'54" East a distance of 52.00 feet;
South 23°45'12" East a distance of 159.42 feet;
South 17°55'27" East a distance of 58.81 feet;
South 02°03'14" West a distance of 432.26 feet;
South 03°01'38" East a distance of 49.46 feet;
South 10°55'07" East a distance of 98.37 feet;
South 16°47'02" East a distance of 125.90 feet;
South 15°54'54" East a distance of 413.77 feet;

South 19° 47' 20" East a distance of 108.97 feet;
South 25° 19' 59" East a distance of 78.29 feet;
South 21° 16' 57" East a distance of 69.92 feet;
South 12° 21' 12" East a distance of 74.88 feet;
South 04° 27' 10" East a distance of 135.57 feet;
South 10° 56' 02" East a distance of 510.22 feet;
South 01° 21' 36" East a distance of 200.21 feet;
South 05° 15' 49" East a distance of 69.52 feet;
South 11° 02' 55" East a distance of 126.76 feet;
South 20° 20' 22" East a distance of 298.89 feet;
Thence South 24° 52' 04" East a distance of 338.33 feet to the TRUE POINT OF BEGINNING.

SAVE AND EXCEPT the following described:

Beginning at the South ¼ corner of Section 1, said corner marked by a 5/8 inch rebar;
Thence South 88° 50' 26" West (South 88° 46' 06" West, rec.) along the south line of Section 1 for a distance of 827.66 feet to a ½ inch rebar, which shall be the POINT OF BEGINNING;
Thence South 88° 50' 26" West (South 88° 46' 06" West, rec.) along the south line of Section 1 for a distance of 129.06 feet to a line 10.00 feet Easterly from the east edge of a farm road;
Thence North 21° 23' 36" West (North 21° 24' 32" West, rec.) along said line for a distance of 107.68 feet;
Thence North 88° 50' 25" East for a distance of 167.56 feet to a ½ inch rebar;
Thence South 00° 26' 53" East (South 00° 31' 21" East, rec.) for a distance of 101.04 feet to the POINT OF BEGINNING.

PARCEL NO. 3:
TOWNSHIP 10 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 1: Part of Section 1, more particularly described as follows:

Beginning at the South ¼ corner of Section 1, said corner marked by a 5/8 inch rebar;
Thence South 88° 50' 26" West (South 88° 46' 06" West, rec.) along the South line of Section 1 for a distance of 638.61 feet to a ½ inch rebar which shall be the POINT OF BEGINNING;
Thence South 88° 50' 26" West for a distance of 189.05 feet to a ½ inch rebar;
Thence North 00° 26' 53" West (North 00° 31' 21" West, rec.) for a distance of 202.09 (202.08 feet, rec.) feet to a ½ inch rebar;
Thence North 89° 38' 57" East (North 89° 34' 22" East, rec.) for a distance of 61.92 feet to a ½ inch rebar;
Thence South 50° 20' 45" East (South 50° 25' 19" East, rec.) for a distance of 163.07 feet to a ½ inch rebar;
Thence South 01° 53' 29" East (South 01° 58' 04" East, rec.) for a distance of 94.62 feet to the POINT OF BEGINNING.

PARCEL NO. 4:
TOWNSHIP 10 SOUTH, RANGE 12 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 1: Part of the SE¼, more particularly described as follows:

Beginning at the Southeast corner of said Section 1;
Thence South 88° 46' 06" West a distance of 1331.84 feet;
Thence North 24° 52' 04" West a distance of 85.68 feet to the TRUE POINT OF BEGINNING;
Thence North 24° 52' 04" West a distance of 252.65 feet;

Thence North 20°20'22" West a distance of 63.92 feet;
Thence South 89°55'56" East a distance of 414.87 feet;
Thence South 00°00'45" West a distance of 349.95 feet;
Thence North 82°17'15" West a distance of 151.28 feet;
Thence North 73°16'52" West a distance of 142.44 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH all water and water rights appurtenant thereto including but not limited Idaho Department of Water Resources water right numbers 47-2382, 47-17504, 47-17505, 47-17506, 47-17507, 51-7373, 51-7374, 51-13051 and 51-13053.

SUBJECT TO:

Taxes for 2024 and subsequent years

Exceptions and reservations contained in Deed from the State of Idaho, wherein mineral rights are reserved to the State. (47-701, Idaho Code 1947)

An easement, including the terms and conditions thereof, and rights incidental thereto as set forth in a/an Power Line Easement.

Granted to: Idaho Power Company

Recorded: March 2, 1966

Instrument No.: 561399

(Covers the S½NW¼ of Section 1, Township 10 South, Range 12 East of the Boise Meridian)

An easement, including the terms and conditions thereof, and rights incidental thereto as set forth in a/an Power Line Easement.

Granted to: Idaho Power Company

Recorded: August 29, 1968

Instrument No.: 591901

(Covers the SW¼SW¼ of Section 1, Township 10 South, Range 12 East of the Boise Meridian)

An easement, including the terms and conditions thereof, and rights incidental thereto as set forth in a/an Power Line Easement.

Granted to: Idaho Power Company

Recorded: June 26, 1974

Instrument No.: 667424

(Covers the SE¼SE¼SE¼ of SW¼ of Section 1, Township 10 South, Range 12 East of the Boise Meridian)

An easement, including the terms and conditions thereof, and rights incidental thereto as set forth in a/an Power Line Easement.

Granted to: Idaho Power Company

Recorded: April 25, 1974

Instrument No.: 664660

(Covers the E½SW¼ of SE¼ of Section 18, Township 9 South, Range 13 East of the Boise Meridian)

An easement, including the terms and conditions thereof, and rights incidental thereto as set forth in a/an Power Line Easement.

Granted to: Idaho Power Company

Recorded: August 13, 1974

Instrument No.: 669163

(Covers the E½ of Lot 3, NE¼NW¼ of Section 1, Township 10 South, Range 12 East of the Boise Meridian)

Terms and conditions contained in a/an Deed by and between West One Bank, Idaho, N.A. and Melvin G. Harder and Linda A. Harder, husband and wife.

Recorded: February 27, 1992

Instrument No.: 1992-002679

An easement, including the terms and conditions thereof, and rights incidental thereto as set forth in a/an Power Line Easement.

Granted to: Idaho Power Company

Recorded: August 6, 1993

Instrument No.: 1993-011242

(Covers part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 10 South, Range 12 East of the Boise Meridian)

An easement, including the terms and conditions thereof, and rights incidental thereto as set forth in a/an Easement-Organization (Underground).

Granted to: Idaho Power Company

Recorded: March 16, 2004

Instrument No.: 2004-005406

(Covers part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 10 South, Range 12 East of the Boise Meridian)

Easement Agreement, including the terms and conditions thereof, by and between High Plains Dairy, L.L.C., an Idaho limited liability and Standlee Family Limited Partnership, an Idaho limited partnership.

Recorded: September 25, 2014

Instrument No.: 2014-016174

Partial Substitution Agreement, recorded October 30, 2014 as Instrument No. 2014-018281.

A Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing to secure an indebtedness as shown below and any other obligations secured thereby:

Amount: \$5,300,000.00

Mortgagor: High Plains Land and Livestock, LLC, an Idaho limited liability company; High Plains Dairy, L.L.C., an Idaho limited liability company; David Charles Gandolfo, Jayme Lori Gandolfo, and Hugh Charles Gandolfo and Beatrice Ann Gandolfo, as co-trustees of The Gandolfo Family Trust Dated April 22, 1999, under Declaration of Trust dated April 22, 1999

Mortgagee: Brighthouse Life Insurance Company, a Delaware corporation

Dated: May 15, 2019

Recorded: May 16, 2019

Instrument No.: 20019-007362

First Amendment to Mortgage, recorded April 16, 2020 as Instrument No. 2020-006850.

Assignment of Bonuses, Rentals and Royalties - Oil, Gas and Minerals-

Assignor: High Plains Land and Livestock, LLC, an Idaho limited liability company; High Plains Dairy, L.L.C., an Idaho limited liability company; David Charles Gandolfo, Jayme Lori Gandolfo, and Hugh Charles Gandolfo and Beatrice Ann Gandolfo, as co-trustees of The Gandolfo Family Trust Dated April 22, 1999, under Declaration of Trust dated April 22, 1999

Assignee: Brighthouse Life Insurance Company, a Delaware Corporation

Recorded: May 16, 2019

Instrument No.: 2019-007363

**Intercreditor Agreement by and among Rabo Agrifinance LLC, a Delaware limited liability company and
Brighthouse Life Insurance Company, a Delaware corporation,
Recorded: April 16, 2020
Instrument No.: 2020-006852**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors 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 to be effective this 18 day of April, 2024

High Plains Land and Livestock, LLC, an Idaho
limited liability company

BY: Gandolfo Family Trust dated April 22, 1999, Member

BY: [Signature]
Hugh Gandolfo, Trustee

BY: [Signature]
Beatrice Gandolfo, Trustee

BY: _____
David Gandolfo, Member

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Barbara

On 4/18/2024 before me, Andy Rodriguez, Notary Public
(insert name and title of the officer)

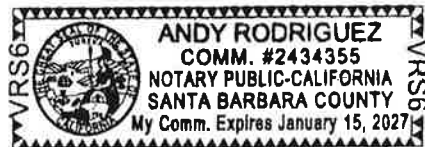
personally appeared Hugh Gandolfo
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)



Dated to be effective this 18 day of April, 2024

High Plains Land and Livestock, LLC, an Idaho
limited liability company

BY: Gandolfo Family Trust dated April 22, 1999, Member

BY: _____
Hugh Gandolfo, Trustee

BY: _____
Beatrice Gandolfo, Trustee

BY: 
David Gandolfo, Member

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared Hugh Gandolfo
who proved to me on the basis of satisfactory evidence 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 in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Dated to be effective this 18 day of April, 2024

High Plains Land and Livestock, LLC, an Idaho
limited liability company

BY: Gandolfo Family Trust dated April 22, 1999, Member

BY: [Signature]
Hugh Gandolfo, Trustee

BY: [Signature]
Beatrice Gandolfo, Trustee

BY: _____
David Gandolfo, Member

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Barbara

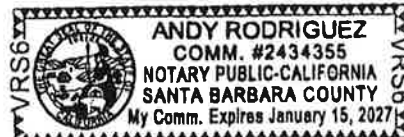
On 4/18/2024 before me, Andy Rodriguez, Notary Public
(insert name and title of the officer)

personally appeared [Signature]
who proved to me on the basis of satisfactory evidence 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Barbara

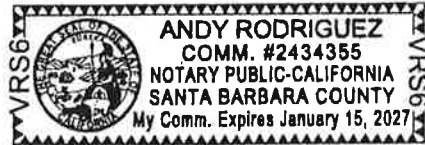
On 4/18/2024 before me, Andy Rodriguez, Notary Public
(insert name and title of the officer)

personally appeared Beatrice Gandolfo
who proved to me on the basis of satisfactory evidence 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

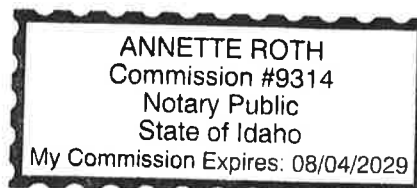


State of Idaho, County of Twin Falls ss.

On this 18 day of April 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared David Gandolfo known or identified to me to be a Member of High Plains Land and Livestock, LLC, the limited liability company that executed the within instrument and acknowledged to me that he 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 for Idaho
Residing In: Rupert Id
My Commission Expires: 8-4-2029
(seal)





0003697702

**STATE OF IDAHO****Office of the secretary of state, Lawrence Denney
AMENDMENT TO STATEMENT OF PARTNERSHIP
AUTHORITY**

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$30.00 - Make Checks Payable to Secretary of State

For Office Use Only

-FILED-

File #: 0003697702

Date Filed: 12/3/2019 2:52:21 PM

Amendment to Statement of Partnership Authority

Select one: Standard, Expedited or Same Day Service (see descriptions below)

Standard (filing fee \$30)

The current name of the general partnership is:

BIG SKY DAIRY

Change General Partnership Name?

I do not want to change the name of the general partnership

The file number of this entity on the records of the Idaho Secretary of State is:

0000000108

The date the statement of partnership authority was originally filed:

2001-08-23 10:19:04.000

The complete street address of the principal office is:

Principal Office Address

430 E YAKIMA AVE
JEROME, ID 83338

Names and street addresses of each partner:

Name	Business Address
MICHAEL BOSMA	2395 S 1500 E GOODING, ID 83330
RUSSELL VISSER	2395 S 1500 E GOODING, ID 83330
The Visser Trust 1	430 E YAKIMA AVE JEROME, ID 83338

The names of the partners authorized to execute an instrument transferring real property held in the name of the partnership:

☐ I want to update the list of partners authorized to execute an instrument transferring real property held in the name of the partnership.

Signature of individual authorized by partners to sign:

Russell Visser

Sign Here

12/03/2019

Date

Signer's Title: Partner

B0422-6461 12/03/2019 2:52 PM Received by ID Secretary of State Lawrence Denney



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

July 05, 2024

BIG SKY DAIRY
430 E YAKIMA
JEROME ID 83338-4928

Re: Change in Ownership for Water Right No(s): 47-2382, 47-17504, 47-17505, 47-17506, 47-17507, 51-7373, 51-7374, 51-13051, and 51-13033

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you. *You will notice that Brighthouse Life Insurance Company has been copied on the letter because they have a security interest in the water rights referenced above. The Department can remove the security interest from the water right record upon written authorization from Brighthouse Life Insurance Company.*

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) 293-9916.

Sincerely,

Kent Aasa
Water Resource Agent, Senior

Enclosure(s)

c: BRIGHTHOUSE LIFE INSURANCE COMPANY
TitleOne Burley File No 24499925



211 W. 13th St.
P. O. Box 177
Burley, ID 83318
Ph. 208-878-3524

RECEIVED
MAY 06 2024
DEPT. OF WATER RESOURCES
SOUTHERN REGION

ID Dept. of Water Resources
650 Addison Ave. West, Suite 500
Twin Falls, ID 83301

Date: 05/03/2024

Escrow No. 24499925 Big Sky Dairy/High Plains Land and Livestock, LLC

Dear Clerk:

Enclosed with this letter please find the following documents in connection with the above referred to transaction:

- The original executed Notice of Change in Water Right Ownership
- Copies of the Water Right Reports
- Copy of the recorded Warranty Deed
- TitleOne check no. 5146 made payable to ID Department of Water Resources for \$225.00

Please make the necessary changes in the records to indicate the new Owner. Please send a receipted copy to Ashley Martinkus at the address listed above.

Should you have any questions, please do not hesitate to contact Ashley Martinkus.

Best regards,
TITLEONE

Nancy Garrett
Ag Escrow Assistant

AR/nrg
Enc.
FedEx