

RECEIVED

FEB 19 2025

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. OF WATER RESOURCES
EASTERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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?
34-887 OK	Yes ☐	Yes ☐	34-2423 OK	Yes ☐	Yes ☐
34-13580 OK	Yes ☐	Yes ☐	34-2382 B OK	Yes ☐	Yes ☐
34-763 OK	Yes ☐	Yes ☐	34-14876 OK	Yes ☐	Yes ☐
34-165A OK	Yes ☐	Yes ☐	34-14877 OK	Yes ☐	Yes ☐
34-10348 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Maurice Duane Haney (M. Duane Haney) Kody Haney
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Haney Farms LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

3457 N 3350 W
Mailing address

Moore ID 83255
City State Zip

208-339-0462
Telephone

Kody.haney86@gmail.com
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: 08/30/2024
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
 o 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):
 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 # 34-165A

8. Signature: Kody Haney 02/19/25
Signature of new owner/claimant Title, if applicable Date

Print name

- Signature: _____
Signature of new owner/claimant Title, if applicable Date

Print name

For IDWR Office Use Only:

Received by CLH Date 2/19/25 Receipt No. E050657 Receipt Amt. \$225.00

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 JB Processed by JB Date 3/5/2025

34-887 Sold to Haney from Knighton full water right decreed to Haney.

CORRECTION SPECIAL WARRANTY DEED

**THIS DEED IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION OF PAF
INSTRUMENT NO. 0000-061870, RECORDED IN BUTTE COUNTY, IDAHO ON JUNE 6, 2024**

Maurice Duane Haney aka M Duane Haney, *a single man*, of Moore, ID (Grantor), for and in consideration of \$10.00 and other good and valuable consideration, hereby transfers, grants, conveys, and warrants unto **Haney Farms LLC**, an Idaho limited liability company, of 3457 N. 3350 W., Moore ID 83255 (Grantee), the following described real property located in Butte County, Idaho, to wit:

See Exhibit A.

Together with: All and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the said property, as well in law as in equity.

Subject to: All easements, encumbrances, rights of way, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, all facts and circumstances that would be revealed by inspection of the property of inquiry of persons in possession thereof, and payment of present year's property taxes, which are an accruing lien not yet due.

Grantor, for himself, his heirs, successors in interest, and assigns, warrants and represents as follows:

Grantor is the owner of the real property described in this deed and has the legal right to convey said real property to Grantee.

The real property described in this deed is free from all liens, encumbrances, and defects in title, except as otherwise shown in this deed or of record.

Grantor will forever warrant and defend the quiet and peaceful possession of the real property granted by this deed to Grantee, its successors in interest, heirs, and assigns against all lawful claims.

The warranty in this deed is limited to the coverage Grantor has under any policy of title insurance or damages of \$10.00 (whichever is greater).

Date: June 13, 2024.

Maurice Duane Haney
Maurice Duane Haney aka M Duane Haney

Acknowledgment

State of Idaho

SS.

County of Butte

On this 13 day of June 2024, before me, the undersigned, a notary public, personally appeared Maurice Duane Haney aka M Duane Haney, *a single man*, known or identified to me to be the person whose name is subscribed to the above Special Warranty Deed. and acknowledged to me that he executed the same.

Billee Woodbridge
Notary Public for Idaho
Residing at: Arco Id
(Seal)



Exhibit A

Parcel 1- RP05N26E092400:

E½ NW ¼ and the NE¼ SW¼ Sec. 9, T5N, R26 EBM.

Parcel 2- RP05N26E093001:

Township 5 North, Range 26 East of the Boise Meridian, Butte County, Idaho:

SECTION 9: W½ NW¼; NW¼ SW¼; N½ SW¼ SW½ TOGETHER with the following Water Rights:

40 inches of decreed irrigation water from the Big Lost River with a priority of June 1, 1890 and 815 inches of Storage water in Mackay Reservoir, and also Water Rights under State of Idaho License #34-2382. 1 Wade Rain Wheel line and pumps motors and mainline located on the property.

Parcel 3 - RP05N26E096606:

State of Idaho, County of Butte, Township 5 North, Range 26 East Section 9, SE4SW4 minus the SE¼ of the SE¼ of that 40 acres.

Parcel 4 - RP05N26E093031:

Township 5 North, Range 26 East, Section 9, the SE4SW4SW4 Less

A parcel of land generally described as being a portion of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 9, Township 5 North, Range 26 East of the Boise Meridian, Butte County, Idaho; being more particularly described as follows:

Commencing at the Southwest corner of said Section 9, thence South 89 degrees 19'18" East along the south boundary of the Southwest Quarter of said Section 9, a distance of 661.22 feet to the Southwest corner of the Southeast quarter of the Southwest quarter of the Southwest quarter of said Section 9, and the POINT OF BEGINNING, OF THIS DESCRIBED PARCEL OF LAND.

Thence North 00 degrees 17'31" East along the west boundary of the Southeast quarter of the Southwest quarter of the Southwest quarter of said Section 9, a distance of 326.18 feet; thence South 89 degrees 19'18" East parallel with the South boundary of the Southwest quarter of said Section 9, a distance of 660.93 feet to the east boundary of the Southwest Quarter of the Southwest Quarter of said Section 9; thence South 00 degrees 14'26" West along the east boundary of the Southwest Quarter of the Southwest Quarter of said Section 9, a distance of 326.18 feet to the Southeast corner of the Southwest quarter of the Southwest quarter of said Section 9; thence North 89 degrees 19'18" West along the South boundary of the Southwest quarter of said Section 9, a distance of 661.22 feet to the POINT OF BEGINNING.

**AMENDED AND RESTATED OPERATING AGREEMENT
OF
HANEY FARMS LLC**

This Amended and Restated Operating Agreement (*Agreement*) of Haney Farms LLC, an Idaho limited liability company (*Company*), is made by the Members to provide for the governance and operations of the Company and the rights and obligations of each Member regarding the Company. This Agreement is effective on August 30, 2024, and will apply to any Additional Members admitted in accordance with its terms. In consideration of the mutual promises in this Agreement, the parties to this Agreement agree to be legally bound by its terms.

**ARTICLE ONE
ORGANIZATIONAL MATTERS**

Section 1.01 Company Formation

This Restatement of the Limited Liability Company Operating Agreement, dated August 30, 2024, restates the Operating Agreement of Haney Farms LLC that was originally signed on June 5, 2024.

The Company became a limited liability company under the laws of the State of Idaho upon filing its Certificate of Organization as required by Idaho. The Company was created under the Idaho Uniform Limited Liability Company Act.

Section 1.02 Company's Name

The Company's name is Haney Farms LLC. The Members may change the name of the Company, subject to the terms of this Agreement and Applicable Law.

Section 1.03 Company's Purpose

The Company's purpose is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and all activities necessary or incidental to that purpose. The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

Section 1.04 Company's Principal Office and Location of Records

The street address of the principal office in the United States where the Company maintains its records is 3457 N 3350 W, Moore, Idaho 83255.

Section 1.05 Registered Agent and Registered Office

The Company's initial Registered Agent is Guardian Registered Agents LLC, and the Company's initial registered office is located at 955 Pier View Dr., Idaho Falls, Idaho 83402.

Section 1.06 Company's Term

The Company's duration is perpetual. The Company began on the date the Certificate of Organization was filed with the Idaho Secretary of State and will continue until terminated or dissolved as provided in this Agreement.

ARTICLE TWO TAX MATTERS

Section 2.01 Taxation as a Partnership

The Members intend to establish an entity that is subject to federal and state income taxation as a partnership. Unless the Members elect not to be treated as a partnership for federal income tax purposes, the federal income tax basis of a Member's Units and all other matters relating to the distributive share and taxation of items of income, gain, loss, deduction, depreciation, and credit will be as established by Code Subchapter K.

Section 2.02 Company Representative

The Company must designate a representative with a substantial presence in the United States to serve as the Company representative within the meaning of Code Section 6223 (*Company Representative*). The Company Representative has the sole authority to act on behalf of the Company in connection with Internal Revenue Service audits and adjustments. The Members shall promptly appoint a Member to serve as Company Representative in accordance with Code requirements.

(a) Obligations and Discretion as to Tax Matters

The Company Representative shall notify all of the Members upon receipt of any notice regarding any examination by any federal, state, or local authority about the Company's tax compliance. The Company Representative may:

- determine whether to contest any proceedings, how to pursue any proceedings, and whether and on what terms to settle any dispute with the Internal Revenue Service;
- select the forum for any tax disputes involving the Company; and
- extend the statute of limitations for assessing tax deficiencies against the Members with respect to adjustments to the Company's federal, state, local, or foreign tax returns.

The Company Representative's rights and obligations create a fiduciary duty on the part of the Company Representative to act in the best interest of the Company and other Members.

(b) Company Representative to Preserve Tax Classification

Unless the Members elect not to be treated as a partnership for federal income tax purposes, the Company Representative shall take all reasonable steps necessary to classify the Company as a partnership for tax purposes under the Code and Treasury Regulations. The Company Representative shall prepare and file any forms necessary or appropriate to classify the Company as a partnership for tax purposes under the laws of any jurisdiction in which the Company transacts business.

Any time after the date of this Agreement, if the Company has only one Member or for any other reason may not be taxed as a partnership, the Company Representative may classify the Company as a corporation, sole proprietorship, disregarded entity, or any other type of entity that the Company Representative determines to be most advantageous to the Company and the Member.

Section 2.03 Election under Code Section 6221(b)

The Company may elect for Code Section 6221(b) to apply for any taxable year that the Company meets the requirements to elect out of Company-level treatment under Code Section 6221(b). The

election must be made with a timely filed return for that taxable year. The election must include the name and taxpayer identification number of each Member. The Company must notify each Member of the election in the manner prescribed by the Secretary of Treasury.

Section 2.04 Consistent Treatment

Each Member shall, on the Member's income tax return, treat each item of income, gain, loss, deduction, or credit attributable to the Company in a manner consistent with the treatment of the income, gain, loss, deduction, or credit on the Company income tax return.

Section 2.05 Adjustment in Future Tax Years

If any tax proceeding results in adjustment in the amount of any item of income, gain, loss, deduction, or credit of the Company—or any Member's distributive share thereof—for a prior year, the Company may take corrective action. If the Company elects to apply Code Section 6226 within 45 days from the date of the notice of final partnership adjustment, the Company may issue the statement described in Code Section 6226(a)(2) to the Internal Revenue Service and to each Member that held an interest in the year in question. The statement must describe the Member's share of any adjustment to income, gain, loss, deduction, or credit (as determined in the notice of final partnership adjustment issued by the Internal Revenue Service). Upon receipt of the statement, each Member must take the adjustments described on the statement into account as provided in Code Section 6226(b).

Alternatively, the Company may require each Member that held an interest in the Company during the prior year to file an amended tax return reporting the Member's distributive share of the tax adjustments and to pay any taxes resulting from the adjustments in accordance with Code Section 6225(c). Each Member must submit the amended returns and pay all related taxes not later than 270 days from the date on which the notice of a proposed partnership adjustment is mailed to the Company.

This Section and the Member's obligations under Section 2.04 survive the Company's termination, dissolution, liquidation, and winding up and the Member's withdrawal from the Company or transfer of its Units.

Section 2.06 Legal and Accounting Costs for Tax Matters

The Company shall pay all legal and accounting costs associated with any Internal Revenue Service proceeding regarding the Company's tax returns.

ARTICLE THREE MEMBERS' UNITS

Section 3.01 Members' Interests in the Company

The Members' interests in the Company are represented by issued and outstanding Units. The Company may issue certificates to the Members representing the Units held by each Member.

Section 3.02 Schedule of Members

The Company shall maintain a schedule of all Members and the amount and series of Units held by them (*Schedule of Members*). The Company shall update the Schedule of Members upon the issuance or transfer of any Units to any new or existing Member. The Schedule of Members as of the execution of this Agreement is attached as Schedule A.

Section 3.03 Adjustment for Non Pro Rata Contributions

Units will be adjusted from time to time to account for *non pro rata* additional Capital Contributions by the Members. If *non pro rata* Capital Contributions are made, the adjustment to each Member's Units will be determined by dividing the Capital Account of each Member by the aggregate of the then existing Capital Accounts, after adjusting the Members' Capital Accounts as provided in Article Five. The Company may adjust each Member's Units or issue new Units as necessary to reflect the adjustment.

Section 3.04 Admitting New Members

Subject to the requirements of Article Twelve, Additional Members may be admitted when the Company issues new Units or a Member transfers its Units. Upon compliance with Article Twelve, a person will be admitted as an Additional Member, listed as such on the Company's books, and issued the Units. The Company shall adjust the Capital Accounts of the Members as necessary under Article Five.

The Company may adopt and revise rules, conventions, and procedures as the Company determines appropriate regarding the admission of Additional Members to reflect the Units at the end of the calendar year in accordance with the Members' intentions.

Section 3.05 Transferability of Units

The transferability of each Member's Units is restricted by Article Twelve.

ARTICLE FOUR CAPITALIZATION

Section 4.01 Initial Capital Contributions

As their initial Capital Contributions to the Company, the Members have contributed all of their right, title, and interest in and to the property described on the Schedule of Members. The Members agree that the property described on the Schedule of Members has the Fair Market Value (net of liabilities assumed or taken subject to or by the Company) listed opposite the described property.

Section 4.02 Mandatory Additional Capital Contributions Prohibited

The Company has no authority to require additional Capital Contributions.

ARTICLE FIVE CAPITAL ACCOUNTS

Section 5.01 Establishing and Maintaining Capital Accounts

A Capital Account will be established for each Member and will be maintained at all times during the Company's existence in compliance with the Code and Treasury Regulations. Each Member's Capital Account will be created with an initial credit equal to the Fair Market Value of the property contributed by the Member in exchange for the Member's interest in the amount described on the Schedule of Members. Each Capital Account will be maintained according to the following provisions.

(a) Credits to Member's Capital Account

Each Member's Capital Account will be credited with the Fair Market Value of the Member's Capital Contribution, the Member's distributive share of profits, and the amount of any Company liabilities that are assumed by the Member.

(b) Debits to Member's Capital Account

Each Member's Capital Account will be debited the amount of cash and the Fair Market Value of any property distributed to the Member under this Agreement, the Member's share of losses, and the amount of any liabilities of the Member that are secured by any property contributed by the Member to the Company.

(c) Assumption of Liability

As provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(c): Any unsecured liability the Company assumes will be treated as a distribution of money to the Member, and the Company shall adjust the Member's Capital Account accordingly. Any unsecured liability of the Company a Member assumes will be treated as a cash Capital Contribution to the Company. The amount of any liability assumed under this provision will be determined according to Code Section 752(c).

(d) Non-Cash Distribution Adjustments

If noncash assets are distributed to a Member, the Company shall adjust the Capital Accounts of the Members to reflect the hypothetical book gain or loss that would have been realized by the Company if the distributed assets had been sold at Fair Market Value in a cash sale.

(e) Adjusting the Fair Market Value on Transfer of Units

If an existing or new Member acquires Units from the Company, the Company shall adjust the Capital Accounts of the Members to reflect Fair Market Value of all properties held by the Company.

Section 5.02 Adjustment for Company's Constructive Termination

If the Company is constructively terminated under Code Section 708, the Company shall adjust the Members' Capital Accounts to reflect Fair Market Value of all properties held by the Company as required by Treasury Regulation Section 1.704-1(b)(2)(iv)(b).

Section 5.03 Revaluation Adjustment

The Company shall adjust the Members' Capital Accounts to reflect any revaluation of Company property (including intangible assets such as goodwill) under this Section.

(a) Adjustment Based on Fair Market Value

Any revaluation adjustment to a Member's Capital Account is based on the Fair Market Value of Company property on the date of the adjustment (taking into account Code Section 7701(g)).

(b) Adjustment for Unrealized Items

The Company shall adjust the Members' Capital Accounts to reflect the manner in which any unrealized income, gain, loss, or deduction inherent in the Company's property (to the extent that it has not been previously reflected in the Members' Capital Accounts) would be allocated among all the Members if there were a taxable disposition of this property for Fair Market Value on the adjustment date.

(c) Events Triggering Revaluation Adjustment

Without limiting the events that trigger the application of this Section, this Section will be triggered by the Company's liquidation, an in-kind distribution Company property, a Capital Contribution (other than a *de minimis* amount) as consideration for Units, or a distribution (other than a *de minimis* amount) by the Company to a retiring or continuing Member as consideration for Units.

Section 5.04 Negative Capital Accounts

If the Company or a Member's Units are liquidated, no Member will be required to restore a deficit in his or her Capital Account.

Section 5.05 Assignment of Capital Account

Except as otherwise required by the Code or Treasury Regulations, if any Units are assigned or treated as having been assigned under this Agreement, the Assignee will be treated as having made all of the Capital Contributions and as having received all of the distributions of the Assignor. The Assignee will succeed to the Capital Account of the Assignor to the extent that it relates to the assigned Units.

**ARTICLE SIX
ALLOCATIONS**

Section 6.01 Pro Rata Allocations

After making the allocations set forth in Section 6.02, net profits and net losses for any Taxable Year will be allocated to the Members in proportion to their Units.

Section 6.02 Special and Regulatory Allocations

The Company shall make the following special and regulatory allocations.

(a) Losses

No losses will be allocated to a Member under Section 6.01 that would cause the Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. Any losses not allocated to a Member due to this limitation must be specially allocated to the Members with positive Capital Account balances in proportion to their respective Capital Account balances until all such Capital Account balances have been reduced to zero, and any remainder will be allocated to the Members in proportion to their respective Units.

(b) Allocations Related to Contributed Property

For any property contributed to the capital of the Company, the Company shall allocate income, gain, loss, and deductions among the Members under Code Section 704(c) to account for any variation between the adjusted basis of the property to the Company for federal income tax purposes and its Fair Market Value on the date of the Capital Contribution. If the Company adjusts the Fair Market Value of any Company asset, then in making subsequent allocations of income, gain, loss, and deductions regarding that asset, the Company shall account for any variation between the adjusted basis of the asset for federal income tax purposes and the asset's Fair Market Value in the same manner provided under Code Section 704(c).

(c) Member Non-Recourse Deduction Allocations

The Company shall allocate all Member Non-Recourse Deductions for each Taxable Year to the Member or Members who bear the economic risk of loss regarding the Member Non-Recourse Debt to which any Member Non-Recourse Deductions are attributable. The ratio reflects the Member's economic risk of loss and complies with Treasury Regulation Section 1.704-2(i)(1).

(d) Company Minimum-Gain Chargeback

If the Company Minimum Gain has a net decrease during any Company Taxable Year, the Company shall allocate items of Company income and gain for the year (and, if necessary, for any subsequent years) in proportion to the respective amounts required to be allocated to each Member under Treasury Regulation Section 1.704-2(f) and (g). This provision is intended to comply with the minimum-gain chargeback requirement of Treasury Regulation Section 1.704-2.

To the extent permitted by Treasury Regulation Section 1.704-2 and for purposes of this provision only, the Company shall determine any deficit in each Member's Capital Account before any other allocations under this Article with regard to the Taxable Year and without regard to any net decrease in Member Minimum Gain during the Taxable Year.

(e) Member Minimum-Gain Chargeback

If the Member Minimum Gain has a net decrease attributable to Member Non-Recourse Debt during a Taxable Year after the Company computes and accounts for Company Minimum-Gain Chargeback above, the Company shall allocate items of income and gain for that year (and, if necessary, for any subsequent years) to any Member who has a share of the Member Minimum Gain attributable to that Member's Non-Recourse Debt at the beginning of the year. The amount and proportions of the allocations must satisfy Treasury Regulation Section 1.704-2(i).

(f) Qualified Income Offset

If any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), the Company shall allocate items of Company income and gain to the Member to eliminate any deficit in the affected Members' Capital Accounts to the extent required by Treasury Regulations as quickly as possible. The Company shall make an allocation under this provision only to the extent that an affected Member would have a remaining Capital Account deficit after all other allocations under this Article have been computed.

This provision is intended to comply with the qualified income offset requirement of Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(3).

(g) Gross Income Allocation to Restore Capital Account Deficit

If any Member has a Capital Account deficit at the end of any Company Taxable Year that exceeds the sum of the amount the Member is obligated to restore under this Agreement and the amount the Member is obligated to restore under the Treasury Regulations, then the Company shall allocate items of Company income and gain in the amount of the excess as quickly as is practicable. The Company shall make an allocation under this provision only to the extent that an affected Member would have a remaining Capital Account deficit after all other allocations under this Article have been computed.

(h) Allocation from Disposition of Property Not Revalued

If properties of the Company are not revalued under Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and the Capital Accounts of the Members are not adjusted accordingly upon the admission of a Member or the liquidation of Units, the Company shall allocate gain or loss recognized upon the sale or other disposition of Company property among the Members. This allocation must take into account the variation between the adjusted basis of the property and the property's Fair Market Value on the date the Member was admitted or the Units were liquidated, as the case may be, under Code Section 704(c).

(i) Allocation Related to Adjustments in Tax Basis

If Code Section 734(b) or 743(b) requires an adjustment to the adjusted tax basis of any Company asset, Treasury Regulation Section 1.704-1(b)(2)(iv)(m) must be taken into account in determining the Capital Accounts. The amount of the adjustment to the Capital Accounts must be treated as an item of gain (if the adjustment increases the asset's basis) or loss (if the adjustment decreases the asset's basis). The Company shall allocate this gain or loss to the Members consistent with Treasury Regulation Section 1.704-1.

(j) Allocation Related to Capital-Event Adjustments

If the gross Book Value of any asset of the Company is increased or decreased for special events, the Company shall allocate gain or loss as required for Capital Account purposes. The Company shall take into account any difference between the asset's adjusted basis for federal income tax purposes and the asset's gross Book Value for any later allocations of income, gain, loss, or deductions regarding any adjusted asset.

(k) Allocation Consistent with Distributions

The Company shall allocate net profits and net losses in a manner consistent with:

- the requirements for distributions of cash described elsewhere in this Agreement;

- the requirements for distribution of assets upon its dissolution and winding up in accordance with Capital Account balances as specified in the procedures described below;
- and

- the requirements of applicable Regulations under Code Section 704(b).

(l) Allocations to Comply with Regulations and Intentions of Members

The allocations of net income, gains, net losses, and deductions set forth in this Agreement are intended to comply with Treasury Regulation Section 1.704-1(b), Treasury Regulation Section 1.704-1(b)(4)(iv), and Treasury Regulation Section 1.704-2, and are intended to have *substantial economic effect* within the meaning of those Regulations.

The allocations could be inconsistent with the Members' intentions. Accordingly, the Members are authorized to allocate net profits, net losses, and other economic items among the Members to prevent the allocations from distorting the manner in which distributions are intended to be divided among the Members under this Article. In general, the Members anticipate that these allocations will be accomplished by specially allocating other net profits, net losses, and items of income, gain, loss, and deductions among the Members so that the net amount of the allocations and any special allocations to the Member is zero. If, for any reason, the Members determine that the allocation provisions of this Agreement are unlikely to be recognized for federal income tax purposes, the Members may amend this Agreement's allocation provisions to the minimum extent necessary to give effect to the plan of allocations and distributions in this Agreement.

Section 6.03 Determining Net Profits and Net Losses

For purposes of this Article, the terms *net profits* and *net losses* mean the amount of the Company's taxable income or loss for any year or period, determined under Code Section 703(a). All items of income, gain, loss, or deduction required to be stated separately under Section 703(a)(1) will be included in taxable income or loss.

Any items that are specially allocated under this Article will not be taken into account in computing net profits and net losses.

Section 6.04 Allocation of Gain and Loss on Liquidation

Upon liquidation of the Company, the Company shall allocate the Company's estimated net loss for the year and any loss realized by the Company on liquidation, including any book adjustment loss, and its estimated net gain for the year and any gain realized upon liquidation, including any book adjustment gain, under Article Five and Article Six.

ARTICLE SEVEN DISTRIBUTIONS

Section 7.01 Distributions to Members

Subject to Section 7.02, the Members may determine the amounts and timing of distributions to the Members. Distributions will be made on a *pro rata* basis in accordance with the Members' Units.

Section 7.02 No Unlawful Distributions

Despite any provision to the contrary in this Agreement, the Company must not make any distribution that would violate any contract or agreement to which the Company is then a party or any law, rule, regulation, order or directive of any Governmental Authority then applicable to the Company.

ARTICLE EIGHT COMPANY MANAGEMENT

Section 8.01 Management by Members

The Company is managed by the Members. The Members may take all actions necessary, useful, or appropriate for the ordinary management and conduct of the Company's business. The Members have the exclusive authority to manage the Company's operations and affairs, subject in all cases to Applicable Law.

Section 8.02 Member's Agency Authority

Each Member has the right and the authority to bind the Company in contracts and other dealings with Third Parties in the ordinary course of the Company's business. No Member has the right or authority to bind the Company with respect to any other matter without a vote of the Members in accordance with Section 10.02. Except with the vote of the other Members in accordance with Section 10.02, no Member may make any representation about the Company that is likely to have a material impact on the Company's business or reputation.

Section 8.03 Member's Fiduciary Duties

The only fiduciary duties a Member owes to the Company and the other Members are the fiduciary duties of loyalty and care stated in Subsections (a) and (b).

(a) Duty of Loyalty

A Member's duty of loyalty is limited to the following: to account to the Company and to hold as its trustee any property, profit, or benefit derived by the Member in the conduct or winding up of the Company's activities, from a use of the Company's property by the Member, or from the appropriation of a Company business opportunity.

(b) Duty of Care

Subject to Section 14.01, a Member's duty of care in the conduct and winding up of the Company's activities is limited to the duty to refrain from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.

A Member shall discharge the duties under this Agreement or under the Act and exercise any rights consistent with the contractual obligation of good faith and fair dealing. A Member does not violate a duty or obligation under this Agreement merely because the Member's conduct furthers the Member's own interest.

If this Agreement expressly relieves a Member of a responsibility that the Member would otherwise have and imposes the responsibility on one or more other Members, those Members are treated as the Member under this Section with respect to that responsibility.

ARTICLE NINE MEMBER RIGHTS AND OBLIGATIONS

Section 9.01 Limited Liability of Members

Except as required by Applicable Law, a Member's status as a Member does not obligate the Member for any debt, obligation, or liability of the Company or of other Members whether arising in contract, tort, or otherwise.

Section 9.02 Power of Members

The Members have the power to exercise all rights or powers granted to Members under the express terms of this Agreement and the Act.

Section 9.03 Restrictions on Withdrawal or Dissociation Rights

As long as a Member continues to hold any Units, the Member does not have the ability to withdraw, dissociate, or resign as a Member or receive a return of any Capital Contributions before the Company's dissolution and winding up under this Agreement and Applicable Law. A Member does not dissociate, withdraw, or otherwise cease to be a Member because of the Member's bankruptcy or because of any event specified in the Act.

Section 9.04 Company Continues after a Member's Death

A Member's death will not cause the Company to dissolve. If a Member dies, the remaining Member or Members will continue the Company and its business.

Section 9.05 No Partition Rights

Title to the Company's assets is vested solely in the Company and not owned by any Member. Each Member, individually and on behalf of the Member's successors and assigns, expressly waives any right to have any Company property partitioned.

Section 9.06 Option to Occupy Residence

The Members all acknowledge that pursuant to the terms of Section 2.02 of the Last Will of M. Duane Haney, Shawn Haney was given an option to occupy the residence located on Company property that previously was the primary residence of M. Duane Haney.

Section 9.07 Member Expulsion

The Company may not expel a Member under any circumstances.

**ARTICLE TEN
MEMBER MEETINGS AND NOTICE**

Section 10.01 Member Meetings

The Members may designate when and where they meet. Meetings of the Members are not required. For any meeting of the Members, a quorum requires the presence of Members holding at least two-thirds of the Units entitled to vote at the meeting. Any time the Members are conducting business at a meeting of the Members, a quorum of the Members must be present.

Section 10.02 Voting Rights

Each Member has the right to vote the holder's proportionate Units in the Company regarding all matters that have a right to vote under this Agreement or by Applicable Law.

Example: A Member that holds 35.5% of all of the Units entitled to vote on a matter will have a 35.5% Voting Interest in the Company and will have 35.5 votes out of 100 votes that may be cast on that matter.

Unless provided otherwise by this Agreement or Applicable Law, any action of the Members requires a Majority Vote of the Members in favor of the action.

Section 10.03 Action by Written Consent

Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is taken by all the Members entitled to vote on the action.

Section 10.04 Presence

Any Member may participate in any meeting using any means of communication by which all Members participating may simultaneously hear each other during the meeting. Any Member participating in this way is considered present in person at the meeting.

ARTICLE ELEVEN BOOKS, RECORDS, AND BANK ACCOUNTS

Section 11.01 Books and Records

The Company shall keep books of account regarding the operation of the Company at the principal office of the Company or at any other place the Company determines.

Section 11.02 Accounting and Taxable Year

The Company shall keep books of account consistent with any method authorized or required by the Code and as determined by the Members. The Company shall close and balance the books at the end of each Taxable Year. The Members may choose any period authorized or required by the Code for the Company's Taxable Year.

Section 11.03 Reports

Within a reasonable time after each Taxable Year ends, the Company shall provide the information required to prepare and file individual tax returns to all Members. The Company shall prepare these financial statements at the Company's expense.

Section 11.04 Member Inspection Rights

Upon reasonable notice from each Member, the Company shall—and shall cause its officers, and employees to—provide reasonable access to each Member to Company Information during normal business hours. *Company Information* is the information accessible to the Member by exercising the inspection right to examine and copy the corporate, financial, and similar records, reports, and documents of the Company, including all books and records, minutes of proceedings, internal management documents, operations reports, reports of adverse developments, management correspondence, and communications with the Member.

ARTICLE TWELVE TRANSFER OF UNITS

Section 12.01 Transferability of Units

No Member may transfer any Units either voluntarily or involuntarily by any means without the unanimous written consent of the Members. Any attempted transfer of Units or the admission of an Additional Member in violation of this Section and Section 12.04 is null and void *ab initio*.

Section 12.02 Transferee Treated as an Assignee until Admitted as an Additional Member

The transferee of Units will hold the interest only as an Assignee until the transferee satisfies all the requirements of Section 12.04 to become an Additional Member. As an Assignee, the transferee will have only those rights in Section 12.03.

Section 12.03 Assignee's Rights, Limitations, and Obligations

An Assignee may receive distributions from the Company to the same extent that the transferring Member would receive distributions under this Agreement, but otherwise has substantially fewer rights than a Member. An Assignee only holds a right to receive economic benefits when actually distributed by the Company in respect to the assigned Units.

Regardless of whether an Assignee is admitted as a Member, an Assignee is subject to all of the obligations of a Member.

Section 12.04 Requirements to Become an Additional Member

An Assignee or other prospective Additional Member will not become an Additional Member and will not have any rights as a Member without the unanimous written consent of all Members. The prospective Additional Member must sign all agreements and instruments requested by the Company. Any attempt to admit a Member that violates this Article will be null and void *ab initio*.

ARTICLE THIRTEEN DISSOLUTION AND LIQUIDATION

Section 13.01 Dissolution Events

The Company may only be dissolved by a written instrument executed by all of the Members, or by a court. After dissolution, the Company may only conduct activities necessary to wind up its affairs.

Section 13.02 Liquidation

After dissolution, the Company will pay outstanding debts, set up any reserves required for anticipated future expenses, and distribute any remaining assets to the Members in proportion to their positive Capital Account balances.

Section 13.03 Company Property Sole Source

Company property is the sole source for the payment of any debts or liabilities owed by the Company. Any return of Capital Contributions or liquidation amounts to the Members will be satisfied only to the extent that the Company has adequate assets. If the Company does not have adequate assets to return the Capital Contributions, the Members will not have any recourse against the Company or any other Members, except to the extent that other Members may have outstanding debts or obligations owing to the Company.

ARTICLE FOURTEEN EXCULPATION AND INDEMNIFICATION

Section 14.01 Exculpation of Protected Persons

No Protected Person is liable to the Company or any other Protected Person for any loss, damage, or claim incurred because of any action taken or not taken by the Protected Person in good-faith reliance on the provisions of this Agreement.

Section 14.02 Indemnification of Protected Persons

The Company shall indemnify, hold harmless, defend, pay, and reimburse any Protected Person against all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in their investigation or defense, that arise in connection with any actual or alleged act, omission, or forbearance performed or omitted on behalf of the Company or any Member in connection with the Company's business.

Section 14.03 Unprotected Acts

The exculpation and indemnification provisions of this Article are only effective if the action or omission is not an Unprotected Act and do not protect any Member from a court order to purchase the Units of another Member who successfully contends that the Member committed actionable, oppressive acts against the other Member.

Section 14.04 Other Rights

The exculpation and indemnification provisions of this Article are not exclusive of any other rights to which a Protected Person may be entitled under any other instrument or by reason of any other action or otherwise.

ARTICLE FIFTEEN GENERAL MATTERS

Section 15.01 Expenses

Except as otherwise expressly provided in this Agreement, the Company must pay all expenses (including fees and disbursements of counsel, financial advisors, and accountants) incurred in preparing and executing this Agreement, making any amendment or waiver to it, and completing the transactions contemplated by it.

Section 15.02 Binding Effect

Subject to the restrictions on transfer in this Agreement, this Agreement binds and inures to the benefit of the Members and to their respective successors, personal representatives, heirs, and assigns.

Section 15.03 Further Assurances

In connection with this Agreement and the transactions contemplated by it, the Company and each Member agree to provide further assurances if requested by the Company or any other Member. These further assurances include signing and delivering any additional documents, instruments, conveyances, and other assurances or taking any further actions necessary to carry out the provisions of or transactions contemplated by this Agreement.

Section 15.04 No Waiver

Any Member's failure to insist upon strict performance of any provision or obligation of this Agreement for any period is not a waiver of that Member's right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.

Section 15.05 Governing Law

This Agreement is governed, construed, and administered according to the laws of Idaho, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of Idaho or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Idaho.

Section 15.06 Attorneys' Fees

If any party to this Agreement institutes any legal cause of action—including arbitration—against another party arising out of or relating to this Agreement, the prevailing party will be entitled to the costs incurred in conducting the cause of action, including reasonable attorneys' fees and expenses and court costs.

Section 15.07 Remedies Cumulative

Except to the extent this Agreement expressly provides otherwise, the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity, or otherwise.

Section 15.08 Notices

All notices provided for in this Agreement must be in writing, duly signed by the party giving the notice, and must be delivered, telecopied, or mailed by registered or certified mail, as follows:

- if given to the Company, to the Company's principal place of business; or
- if given to any Member, to the Member's address as reflected in the Company's books or at any other address the Member may later designate in writing.

Section 15.09 Severability

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

Section 15.10 Entire Agreement

This Agreement, together with the Certificate of Organization, and all related Exhibits, Schedules, and other agreements specifically referred to in this Agreement, constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

Section 15.11 Amendments

No provision of this Agreement may be amended or modified except by a written instrument executed by all of the Members. Despite the foregoing, amendments to the Schedule of Members after any new issuance, redemption, repurchase, or transfer of Units in accordance with this Agreement may be made by the Company without the consent of or execution by the Members.

Section 15.12 Multiple Originals; Validity of Copies

This Agreement may be signed in any number of counterparts, each of which will be deemed an original. Any person may rely on a copy of this Agreement that any Member certifies to be a true copy to the same effect as if it were an original.

Section 15.13 Determination of Fair Market Value

The *Fair Market Value* of any asset is the purchase price that a willing buyer having reasonable knowledge of relevant facts would pay a willing seller for that asset in an arm's length transaction on any date, without time constraints and without being under any compulsion to buy or sell. Fair Market Value is a good-faith determination made by the Company based on factors the Company, in its reasonable business judgment, considers relevant. The Company may, but is not required to, obtain a Qualified Appraisal.

ARTICLE SIXTEEN DEFINITIONS AND INTERPRETATION

Section 16.01 Definitions

For purposes of this Agreement, the following terms have the following meanings.

(a) Act

Act means the Idaho Uniform Limited Liability Company Act, as amended from time to time.

(b) Additional Member

Additional Member means any person not previously a Member who acquires Units and is admitted as a Member.

(c) Adjusted Capital Account Deficit

Adjusted Capital Account Deficit means the negative balance in a Member's Capital Account at the end of a Taxable Year after:

increasing the Capital Account by the amount, if any, of such negative balance the Member is obligated to restore under this Agreement and the amount of such negative balance the Member is deemed to be obligated to restore under Treasury Regulations sections 1.704-2(g)(1) and 1.704-2(i)(5); and

reducing the Capital Account with the items described in Treasury Regulations sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

(d) Agreement

Agreement means this Operating Agreement, as amended from time to time.

(e) Applicable Law

Applicable Law means the Act, the Code, the Securities Act, all pertinent provisions of any agreements with any Governmental Authority and all pertinent provisions of any Governmental Authority's:

constitutions, treaties, statutes, laws, common law, rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders;

consents or approvals; and

orders, decisions, advisory opinions, interpretative opinions, injunctions, judgments, awards, and decrees.

(f) Assignee

Assignee means the recipient of Units by assignment.

(g) Book Value

With respect to any Company property, *Book Value* means the Company's adjusted basis for federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted by Treasury Regulation Section 1.704-1(b)(2)(iv)(d)-(g). The Book Value of each Company asset must be adjusted as of the date of this Agreement under Treasury Regulation Section 1.704-1(b)(2)(iv)(f) in a manner determined by the Company so that the aggregate Book Value of the Company's assets (net of the Company's liabilities) as of this date is equal to the aggregate Capital Account balances of the Members as of this date.

(h) Capital Account

Capital Account means the account established and maintained for each Member under Section 5.01 and under Treasury Regulation Section 1.704-1(b)(2)(iv), as amended from time to time.

(i) Capital Contribution

Capital Contribution means the total cash and other consideration contributed and agreed to be contributed to the Company by each Member. Each initial *Capital Contribution* is shown in the Schedule A, attached and incorporated into this Agreement. Additional *Capital Contribution* means the total cash and other consideration contributed to the Company by each Member (including any Additional Member) other than the initial Capital Contribution. Any reference in this Agreement to the Capital Contribution of a current Member includes any Capital Contribution previously made by any prior Member regarding that Member's Units. The value of a Member's Capital Contribution is the amount of cash plus the Fair Market Value of other property contributed to the Company.

(j) Code

References to the *Code* or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and any corresponding Treasury Regulations. References to the *Treasury Regulations* are to the Treasury Regulations under the Code in effect. If a particular provision of the Code is renumbered or a subsequent federal tax law supersedes the Code, any reference is to the renumbered provision or to the corresponding provision of the subsequent law, unless the result would be clearly contrary to the Members' intent as expressed in this Agreement. The same rule applies to Treasury Regulations references.

(k) Company

Company means Haney Farms LLC, an Idaho limited liability company.

(l) Company Minimum Gain

Company Minimum Gain means the minimum amount of gain that would be realized by the Company if the Company disposed of all Company property subject to the liabilities in full satisfaction of those liabilities, computed under Treasury Regulation Section 1.704-2(b) and (d).

(m) Company Representative

Company Representative is defined in Section 2.02.

(n) Certificate of Organization

Certificate of Organization means the Certificate of Organization filed with the Idaho Secretary of State as required by the Act, or any other similar instrument required to be filed by the laws of any other state in which the Company intends to conduct business.

(o) Fair Market Value

Fair Market Value is defined in Section 15.13.

(p) Governmental Authority

Governmental Authority means any local, state, federal, or foreign government or its political subdivision; any agency or instrumentality of a government or its political subdivision; or any self-regulated organization or other nongovernmental regulatory authority or quasi-Governmental Authority whose rules, regulations, or orders have the force of law. Governmental Authority also means any arbitrator, court, or tribunal of competent jurisdiction.

(q) Majority Vote

Majority Vote means a ratio of more than 50 votes out of every 100 votes that may be cast will determine the matter subject to the vote.

(r) Member

Member means any person designated in this Agreement as a Member or any person who becomes a Member under this Agreement.

(s) Member Minimum Gain

Regarding a Member Non-Recourse Debt, *Member Minimum Gain* means the least amount of gain that the Company would realize if the Company disposed of the encumbered Company property in full satisfaction of the encumbrance.

(t) Member Non-Recourse Debt and Member Non-Recourse Deductions

Member Non-Recourse Debt means nonrecourse Company debt for which one or more Members bear economic risk of loss as defined in Treasury Regulation Section 1.704-2(b)(4).

Member Non-Recourse Deductions means for each Taxable Year, the Company deductions that are attributable to Member Non-Recourse Debt and are characterized as Member Non-Recourse Deductions under Treasury Regulation Section 1.704-2(b).

(u) Protected Person

Protected Person means:

- each Member;
- each Member's employees or agents; and
- each of the Company's employees, and agents.

(v) Qualified Appraiser and Qualified Appraisal

A *Qualified Appraiser* means an appraiser who is a member of the American Society of Appraisers, Business Valuations Division, and accredited to perform business appraisals or valuations by this organization; or, alternatively, a certified public accountant accredited in business valuation by the American Institute of Certified Public Accountants. A *Qualified Appraisal* means any appraisal performed by a Qualified Appraiser.

(w) Securities Act

Securities Act refers to the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations under it that are in effect at the time.

(x) Taxable Year

Taxable Year means the calendar year or any other accounting period selected by the Members. Taxable Year is synonymous with fiscal year for all purposes of this Agreement.

(y) Units

Units means the ownership interest and rights of a Member in the Company, including the Member's right to a distributive share of the profits and losses, the distributions, and the property of the Company and the right to consent or approve Company actions. All Units are subject to the restrictions on transfer imposed by this Agreement. Each Member's Units are personal property and no Member will acquire any interest in any of the assets of the Company. Units may be adjusted from time to time under Article Three.

(z) Unprotected Act

Unprotected Act means any act, omission, or forbearance by a Protected Person that:

- is not in good faith or is not in a manner believed by the Protected Person to be in, or not opposed to, the Company's best interests;
- with respect to any criminal proceeding, the Protected Person would have reasonable cause to believe was unlawful; or
- constitutes fraud or willful misconduct.

Section 16.02 Interpretation

The following general provisions and rules of construction apply to this Agreement.

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires or permits.

(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and Subsections used within this Agreement are included solely for the reader's convenience and reference. They have no significance in the interpretation or construction of this Agreement.

(c) Include, Includes, and Including

In this Agreement, the words *include*, *includes*, and *including* mean include without limitation, includes without limitation, and including without limitation, respectively. *Include*, *includes*, and *including* are words of illustration and enlargement, not words of limitation or exclusivity.

(d) Words of Obligation and Discretion

Unless otherwise specifically provided in this Agreement or by the context in which used, the word *shall* is used to impose a duty, to command, to direct, or to require. Terms such as *may*, *is authorized to*, *is permitted to*, *is allowed to*, *has the right to*, or any variation or other words of discretion are used to allow, to permit, or to provide the discretion to choose what should be done in a particular situation, without any other requirement. Unless the decision of another party is expressly required by this Agreement, words of permission give the decision-maker the sole and absolute discretion to make the decision required in the context.

(e) No Presumption against Drafting Party

This Agreement is to be construed without giving force to any presumption or rule requiring construction or interpretation against the drafting party. No party may claim that an ambiguity in this Agreement should be construed against any other party or that there was any coercion,

duress (economic or otherwise), negligent misrepresentation, or fraud (including fraud in the inducement) affecting the validity or enforcement of this Agreement.


Shawn Haney


Shane Haney


Kody Haney

SCHEDULE A
SCHEDULE OF MEMBERS

Member	Initial Capital Contribution	Ownership
Shawn Haney	Received Units via Last Will of M. Duane Haney	500 Units
Shane Haney	Received Units via Last Will of M. Duane Haney	500 Units
Kody Haney	Received Units via Last Will of M. Duane Haney	500 Units



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

March 05, 2025

HANEY FARMS LLC
3457 N 3350 W
MOORE ID 83255-8763

Re: Change in Ownership for Water Right No(s): 34-165A, 34-753, 34-887, 34-2382B, 34-2423, 34-10348, 34-13580, 34-14876, 34-14877

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.

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) 497-3787.

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 34
BIG LOST RIVER GROUND WATER DISTRICT