

RECEIVED w/ fees

RECEIVED ✓

JAN 08 2025

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

DEC 23 2024

DEPT. OF WATER RESOURCES
SOUTHERN 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?
36-7128	Yes ☐	Yes ☐		Yes ☐	Yes ☐
36-10057	Yes ☐	Yes ☐		Yes ☐	Yes ☐
36-15355	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Aurel K and Phyllis Hanchett
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Nexgen, LLC
New owner(s) as listed on the conveyance document
- Name connector ☐ and ☐ or
- 165 S. 400 W Rupert ID 83350
Mailing address City State Zip
- 208-431-7183 Kraus Farms @ gmail. Com
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: August 9, 2022
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 # 36-7128

8. Signature: Nicholas Kraus Member 12/16/24
Signature of new owner/claimant Title, if applicable Date
- Nicholas Kraus
Print name
- Signature: Jeff A. Olson member 12/18/24
Signature of new owner/claimant Title, if applicable Date
- Jeff A. Olson
Print name

For IDWR Office Use Only:

Received by SJ Date 1-8-2025 Receipt No. 5040469 Receipt Amt. \$75-

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 TW Date 2/12/2025

WARRANTY DEED

FOR VALUE RECEIVED, Keith Hanchett a/k/a Dale Keith Hanchett, Successor Trustee of The Aurel Hanchett and Phyllis Hanchett Trust dated the 28th day of November, 2003, ("Grantor") does hereby grant, bargain, sell, and convey unto NexGen, LLC, an Idaho Limited Liability Company, consisting of Jeff Gibson and Nicholas Kraus, ("Grantee") with a principal place of business located at 83 North 100 East, Rupert, Idaho 83350, the following described premises in Minidoka County, Idaho, to-wit:

Parcel 1:

Tract "H" located in section 1, Township 9 South Range 22 E.B.M., Minidoka County, Idaho.

Parcel 2:

Tract "F" located in Section 1 and Section 12, Township 9 South Range 22 E.B.M., Minidoka County, Idaho.

Parcel 3:

Tract "B", "C", "D", and "N" located in Section 12, Township 9 South Range 22 E.B.M., Minidoka County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs, successors, and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except those of record or apparent and that Grantor will warrant and defend the same from all lawful claims whatsoever.

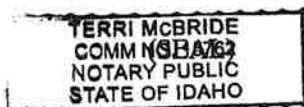
IN WITNESS WHEREOF, the Grantor has executed this instrument on this 9th day of August, 2022.

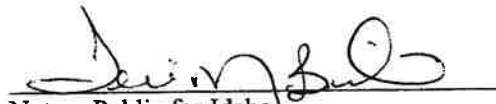
THE AUREL HANCHETT AND
PHYLLIS HANCHETT TRUST


Keith Hanchett a/k/a Dale Keith Hanchett,
Successor Trustee

STATE OF IDAHO)
 :SS
County of Minidoka)

On this 9th day of August, 2022, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Keith Hanchett a/k/a Dale Keith Hanchett, personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as the Successor Trustee of The Aurel Hanchett and Phyllis Hanchett Trust.




Notary Public for Idaho
Residing at: Rupert
Commission expires: 1-16-26

CONTRACT FOR SALE OF REAL AND PERSONAL PROPERTY

This Contract shall be effective as of the most recent date signed by all of the parties hereto and shall be by and between Dale Keith Hanchett a/k/a Keith Hanchett, Successor Trustee of The Aurel Hanchett and Phyllis Hanchett Trust dated the 28th day of November, 2003, and Hanchett Lay, LLC, an Idaho Limited Liability Company, whose sole Members are Dale Keith Hanchett a/k/a Keith Hanchett and Carol Lay a/k/a Carol Abramovitz, hereinafter collectively referred to as "Seller", and NexGen, LLC, whose sole Members are Nicholas J. Kraus and Jeff Gibson, and Ace High, LLC, whose Members include Nicholas J. Kraus and Jeff Gibson, hereinafter collectively referred to as "Buyer."

WITNESSETH:

The parties hereto agree as follows:

1. The Seller agrees to sell and the Buyer agrees to buy the real property, residential real property, outbuildings, and personal property located in Minidoka County and the irrigation equipment listed below on the terms and conditions in this Contract.

2. The Seller agrees to sell and the NexGen, LLC agrees to buy the following described premises in Minidoka County, Idaho, to-wit:

Parcel 1:

Tract "H" located in section 1, Township 9 South Range 22 E.B.M., Minidoka County, Idaho.

Parcel 2:

Tract "F" located in Section 1 and Section 12, Township 9 South Range 22 E.B.M., Minidoka County, Idaho.

Parcel 3:

Tract "B", "C", "D", and "N" located in Section 12, Township 9 South Range 22 E.B.M., Minidoka County, Idaho.

Subject to easements and rights of way which are apparent or of record and benefits and burdens of inclusion of lands within the boundaries of the A&B Irrigation District. The exceptions are shown on Exhibit B, Part II of the attached Commitment for Title Insurance.

3. The personal property consists of irrigation equipment including:

- (a) Well: 75 hp 1800 rpm US motor with Layne & Bowler turbine pump
- (b) Pump: 50 hp 1765 rpm Baldor motor with Cornell centrifugal pump

- (c) 15 wheel lines of various lengths
- (d) Handlines
- (e) Approximately 3,000' of portable aluminum mainline, sizes 4" to 8"
- (f) All associated equipment including electrical panels, rainbirds, valve openers, end plugs, hoses, hooks, clamps, gaskets, seals, electrical components, all of which is necessary for the operation of the irrigation system as outlined

4. Seller agrees to sell and the Ace High, LLC agrees to buy 100 Patron Preferred Shares of the Snake River Sugar Company, or its successor Company's Grower/Shareholder/Member Account No. 398.

5. The total purchase price will be the sum of

The purchase price of the 100 Patron Preferred Shares of the Snake River Sugar Company, or its successor Company, shall be

and shall be paid by Ace High, LLC. The purchase price of the real property, residential property, and irrigation equipment shall be

and shall be paid by NexGen, LLC. The total purchase price shall be paid in cash at the time of closing.

6. It is further expressly understood and agreed between the parties hereto that the conveyance to be made by the Seller to the Buyer shall be expressly subject to the following: All taxes, special assessments, and special taxes levied after closing, it being understood that the Seller shall pay that part of taxes levied prior to closing, and all taxes for prior years thereto and all taxes and assessments levied subsequent to the closing, shall be assumed by the Buyer, which amount and amounts the said Buyer promises and agrees to pay when due and payable.

7. Upon execution of this Contract, Buyer will deposit earnest money of with First American Title Company at Burley, Idaho. The earnest money will be credited against the purchase price once the sale is completed. If the sale is not completed by September 1, 2022, for any reason other than the Seller's unwillingness or inability to complete Seller's obligations under this Contract then, and in that event, the earnest money shall be forfeited to the Seller and this Contract shall be terminated.

8. Buyer acknowledges that Buyer has inspected the real property, residential property and outbuildings, and irrigation equipment and is purchasing the land and personal

property "as is" and Buyer is not relying on representations of warranty of Seller other than Seller's warranty of title.

9. Attached hereto is a Commitment for Title Insurance prepared by First American Title Company, file number 1025635RU Buyer has inspected the report and accepts the status of title.

10. The sale shall be closed on or before September 1, 2022. At closing:

- a. Buyer will pay the total purchase price in cash which will include the \$ earnest money deposit upon execution of this agreement.
- b. Seller will deposit with First American Title Company a Warranty Deed sufficient to convey the real property to Buyer subject only to the exceptions noted above.
- c. Seller will deposit with First American Title Company a Bill of Sale sufficient to transfer the irrigation equipment listed above to Buyer free and clear of any liens or encumbrances.
- d. Seller will assist Buyer in transferring the 100 Preferred Patron Shares of the Snake River Sugar Company, or its successor Company's Grower/Shareholder/Member Account No. 398.
- e. Seller will pay all property taxes and assessments levied prior to closing or have the same held in an escrow account for payment when the tax and assessment notices have been issued.
- f. Seller will provide Buyer with title insurance insuring good and marketable title in the real property described above subject only to the exceptions noted on the attached Commitment for Title Insurance.

11. The parties will share equally the closing costs, except that Buyer shall be responsible for any closing costs related to Buyer's financing.

12. Buyer will be entitled to take possession from or after the date of closing.

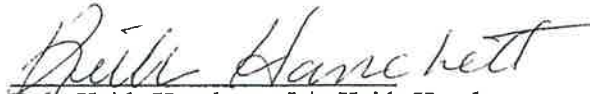
13. The terms and conditions of this Contract shall survive the closing and shall remain in full force and effect until the respective purposes have been fulfilled.

14. If any party is required to maintain or defend any legal action to enforce the terms of this Contract the prevailing party shall be entitled to recover reasonable costs and attorney fees in addition to any other relief said party may obtain.

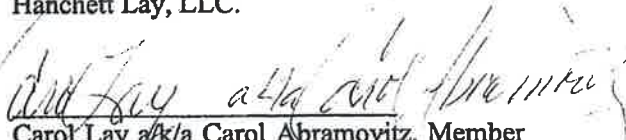
IN WITNESS WHEREOF the parties have set their hands the day and year first above written.

SELLER:

THE AUREL HANCHETT AND PHYLLIS
HANCHETT TRUST & HANCHETT LAY, LLC

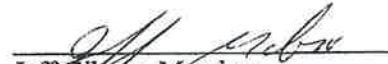


Dale Keith Hanchett a/k/a Keith Hanchett,
Successor Trustee of The Aurel Hanchett
and Phyllis Hanchett Trust and Member of
Hanchett Lay, LLC.


Carol Lay a/k/a Carol Abramovitz, Member
of Hanchett Lay, LLC.

BUYER:

NEXGEN, LLC


Jeff Gibson, Member
Nicholas J. Kraus, Member

BUYER:

ACE HIGH, LLC


Jeff Gibson, Member

Accepted & Approved

WARRANTY DEED

FOR VALUE RECEIVED, Keith Hanchett a/k/a Dale Keith Hanchett, Successor Trustee of The Aurel Hanchett and Phyllis Hanchett Trust dated the 28th day of November, 2003, ("Grantor") does hereby grant, bargain, sell, and convey unto NexGen, LLC, an Idaho Limited Liability Company, consisting of Jeff Gibson and Nicholas Kraus, ("Grantee") with a principal place of business located at 83 North 100 East, Rupert, Idaho 83350, the following described premises in Minidoka County, Idaho, to-wit:

Parcel 1:

Tract "H" located in section 1, Township 9 South Range 22 E.B.M., Minidoka County, Idaho.

Parcel 2:

Tract "F" located in Section 1 and Section 12, Township 9 South Range 22 E.B.M., Minidoka County, Idaho.

Parcel 3:

Tract "B", "C", "D", and "N" located in Section 12, Township 9 South Range 22 E.B.M., Minidoka County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs, successors, and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except those of record or apparent and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this ____ day of _____, 2022.

THE AUREL HANCHETT AND
PHYLLIS HANCHETT TRUST

Keith Hanchett a/k/a Dale Keith Hanchett,
Successor Trustee

STATE OF IDAHO)
 :ss
County of Minidoka)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Keith Hanchett a/k/a Dale Keith Hanchett, personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as the Successor Trustee of The Aurel Hanchett and Phyllis Hanchett Trust.

(SEAL)

Notary Public for Idaho
Residing at: _____
Commission expires: _____



0005666509



STATE OF IDAHO
Office of the secretary of state, Phil McGrane
ANNUAL REPORT

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$0.00

For Office Use Only

-FILED-

File #: 0005666509

Date Filed: 4/3/2024 6:48:30 AM

Entity Name and Mailing Address:		
Entity Name:	NexGen, LLC	
The file number of this entity on the records of the Idaho Secretary of State is:	0003506182	
Address	NICHOLAS J. KRAUS 165 S 400 W RUPERT, ID 83350-9672	
Entity Details:		
Entity Status	Active-Existing	
This entity is organized under the laws of:	IDAHO	
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:		
The registered agent on record is:		
Registered Agent	Nicholas J. Kraus Registered Agent Physical Address 165 SOUTH 400 WEST RUPERT, ID 83350 Mailing Address 165 S 400 W RUPERT, ID 83350-9672	
Limited Liability Company Managers and Members		
Name	Title	Business Address
Nicholas J. Kraus	Member	165 S 400 W RUPERT, ID 83350-9672
Jeff Gibson	Member	301 WAUNA VISTA DRIVE HEYBURN, ID 83336
The annual report must be signed by an authorized signer of the entity.		
Job Title: Attorney		
<i>Matthew J. Frost</i>		<i>04/03/2024</i>
Sign Here		Date

B0896-4751 04/03/2024 6:48 AM Received by Office of the Idaho Secretary of State



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

February 12, 2025

NEXGEN LLC
165 S 400 W
RUPERT ID 83350-9672

Re: Change in Ownership for Water Right No(s): 36-7128, 36-10057, 36-15355

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) 293-9912.

Sincerely,

Tyler Wallace
Engineer Intern

Enclosure(s)

Cc:
Water District 130



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

December 23, 2024

NEXGEN LLC
ACE HIGH LLC
165 S 400 W
RUPERT ID 83350-9672

RE: Change in Ownership for Water Right No(s): 36-7128, 36-10057 & 36-15355

Dear Property Owners:

The Idaho Department of Water Resources (Department) received your Notice of Change in Water Right Ownership (Notice) for the above referenced water rights. Upon initial review, it was noted that the appropriate filing fees were not included. It was also that the Warranty Deed submitted was not signed or notarized.

Please submit a copy of the *signed and notarized* Warranty Deed and necessary filing fee of \$75.00 (\$25.00 per water right being changed) within (30) thirty days of this letter. Upon receipt of this information, the Department will be able to move forward with processing.

Thank you in advance for your cooperation. If you have any questions regarding this matter, please contact me at (208) 736-3033.

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

Nexgen, LLC
165 S 400 W
Rupert, ID 83350

RECEIVED

DEC 23 2024

DEPT. OF WATER RESOURCES
SOUTHERN REGION

December 18,2024

RE: Current ownership for water rights No(s) 36-7128, 36-10057 & 36-15355

Dear Idaho Dept. of Water Resources

Please find enclosed copies of your letter dated 12/4/2024 regarding the transfer of water rights to Nexgen and completed paperwork and forms to transfer said water rights.

Please feel free to contact us if you have any questions or concerns.

Bets Regards,

Nexgen, LLC

Nick Kraus

208-431-7138



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

December 4, 2024

NEXGEN LLC
83N 100 E
RUPERT ID 83350

Re: Current Ownership for Water Right No(s). 36-7128, 36-10057 & 36-15355

Dear Property Owner(s):

The Department is working to clean up water right records and has discovered that the ownership may need to be updated for the water right(s) referenced above. The water rights referenced above are currently in the name of Aurel & Phyllis Hanchett, however after further research, it was discovered that you may be the current of the property associated with that water right. Enclosed is additional information for your review.

In order to update our records to reflect your ownership of this water right, you will need to file the enclosed Notice of Change in Water Right Ownership. Please complete the form and return to this office with all of the required information within sixty (60) days of the date of this letter.

Thank you in advance for your cooperation. If you have any questions regarding this letter, please feel free to contact our office.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant

Enclosures

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
650 Addison Ave. W., Ste. 500
Twin Falls, ID 83301-5858

BOISE ID 837

16 JAN 2024 PM 2:11

FIRST-CLASS



US POSTAGE IMPITNEY BOWES



ZIP 83301
02 7H
0001280685

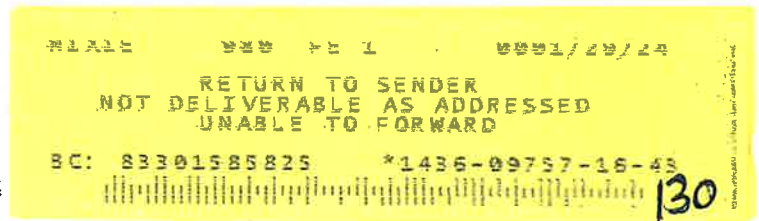
\$ 000.63⁰
JAN 12 2024

RECEIVED

FEB 01 2024

DEPT. OF WATER RESOURCES
SOUTHERN REGION

AUREL K AND PHYLLIS HANCHETT
815 W 300 N
PAUL ID 83347



Water District 130 Annual Meeting Notice

36-7128, 36-10057 & 36-15355

Per tax parcel info: NexGen LLC, 83 N 100 E, Rupert ID 83350

Ownership change request sent 12-4-2024

DM