

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 12 2024

DEPT. 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?
35-2160C <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-10340 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-13422 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-13424 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: B.R. Lott Acres
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Lott Farms LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

PO Box 153
Mailing address

208-569-2739
Telephone

Moreland ID 83256
City State Zip

nathanraylotte@hotmail.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: _____
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 # 35-2160C

8. Signature: Nathan E. Lott OWNER 3.11.24
Signature of new owner/claimant Title, if applicable Date

Nathan E. Lott
Print name

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

Print name

For IDWR Office Use Only:

Received by M. Potter Date 3-12-24 Receipt No. E049869 Receipt Amt. 100.00

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 3/13/2024

**LIMITED LIABILITY COMPANY
WARRANTY DEED**

3020710772-S

LOTT ACRES, LLC, a Limited Liability Company under the laws of the State of Idaho, having been duly authorized by and in accordance with its Articles of Organization, as **GRANTOR**,
for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto
LOTT FARMS, LLC, an Idaho Limited Liability Company, as **GRANTEE**,
whose address is P. O. Box 2175 Idaho Falls, Idaho 83403 and Grantee's successors and assigns, all of the following described real property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO the 2008 and subsequent years general taxes and assessments, all existing patent reservations, easements, right of ways, protective and restrictive covenants, zoning ordinances and applicable building codes, laws and regulations.

TOGETHER WITH any and all improvements, water and ditch rights, easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversion, remainder, rents, issues, and profits thereof.

Grantor, for itself and its successors and assigns, does hereby warrant and agree to forever defend the Grantee, and Grantee's successors and assigns, in the quiet and peaceful possession of said premises against the lawful claims of any and all persons.

In construing this Deed and where the context so requires, the singular includes the plural, and the masculine, the feminine and neuter.

Dated: January 25, 2008.

B R. LOTT ACRES, LLC

ed Liability Company Name

By:

Nathan Ray Lott, Manager

Instrument # 590442

BINGHAM COUNTY

2008-01-30

04:07:41 No. of Pages: 2

Recorded for : ALLIANCE TITLE & ESCROW CORP

SARA J. STAUB

Ex-Officio Recorder Deputy

Fee: 6.00

STATE OF IDAHO

)

) SS.

COUNTY OF BONNEVILLE

)

On January 29, 2008, before me, the undersigned, personally appeared
Nathan Ray Lott
known or identified to me to be the Manager of the Limited Liability Company that
executed the within instrument, and acknowledged to me that such Company
executed the same.

Sara J. Staub

NOTARY FOR THE STATE OF IDAHO

Commission Expires:

Notary at Idaho Falls, Idaho
My Commission Expires: 01/30/09

COPY

Exhibit "A"

#1
Parcel I: The South Half of Section 32, Township 2 South, Range 33, East, Boise Meridian, Bingham County, Idaho,

EXCEPTING AND EXCLUDING: A portion of the South Half of Section 32, Township 2 South, Range 33, East, Boise Meridian, Bingham County, Idaho described as: Commencing at the South Quarter corner of said section, running thence Easterly along the section line 87 feet, thence Northerly parallel to the West line of the Southeast Quarter of the said section a distance of 288 feet, thence Westerly parallel to the South line of said section a distance of 144 feet, thence Southerly along a line parallel to the East line of the Southwest Quarter of said section 288 feet to the South line of said section, thence Easterly along the South line of said section to the Point of Beginning.

ALSO EXCEPTING AND EXCLUDING: Commencing at the Southeast corner of said section and running thence North along the East line of said section 26 rods, thence Westerly parallel to the South section line a distance of 21 rods, thence Southerly parallel to the East line of said section a distance of 26 rods to the South line of said section, thence Easterly along the South line of said section to the Point of Beginning.

#2
Parcel II: A portion of the South Half of Section 32, Township 2 South, Range 33, East, Boise Meridian, Bingham County, Idaho described as: Commencing at the South Quarter corner of said section, running thence Easterly along the section line 87 feet, thence Northerly parallel to the West line of the Southeast Quarter of the said section a distance of 288 feet, thence Westerly parallel to the South line of said section a distance of 144 feet, thence Southerly along a line parallel to the East line of the Southwest Quarter of said section 288 feet to the South line of said section, thence Easterly along the South line of said section to the Point of Beginning.

#3
Parcel III: Township 3 South, Range 33, East, Boise Meridian, Bingham County, Idaho
Section 5: Lots 1, 2 and South Half Northeast Quarter.
EXCEPT: The North 33 feet for a County Road.

3020710772-S
Mountain West Title & Escrow
2007111421

Instrument # 590443

BINGHAM COUNTY
2008-01-30 04:08:50 No. of Pages: 3
Recorded for: ALLIANCE TITLE & ESCROW CORP
SARA J. STAUB Fee: 9.00
Ex-Officio Recorder Deputy

REAL ESTATE MORTGAGE

For Value Received, **LOTT FARMS, LLC**, the Mortgagor, does hereby grant, bargain, sell and convey unto **B.R. LOTT ACRES, LLC**, the Mortgagee, the following described premises, in BINGHAM County, Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Mortgagee, their heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of **TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$245,000.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to the order of the Mortgagee, with final payment due **DECEMBER 1, 2037**, and providing for acceleration of the due date of the principal for default in the payment of interest or any installment of principal, and providing for a reasonable attorney's fee in case of suit or action.

The Mortgagor covenants and agrees with the Mortgagee as follows:

That it is the owner in fee simple of the above described premises and that they are free from all encumbrances.

That it will pay the indebtedness hereby secured promptly, according to the terms of said promissory note. That it will pay all taxes, liens and assessments of any nature hereafter levied or imposed, or becoming payable upon said premises prior to delinquency. That it will keep the buildings and improvements on said premises insured against loss or damage by fire, by an insurance company acceptable to the Mortgagee with loss, if any, payable to the Mortgagee as its interest may appear, and deliver such policy or policies of insurance to the Mortgagee, until the sums secured by this mortgage are fully paid with interest.

To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; to pay, on demand, all costs and expenses, including without limitation, cost of title evidence, reasonable attorney's fees, advances, and/or costs, paid or incurred by Mortgagee to protect or enforce its rights under bankruptcy, appellate proceedings or otherwise, and all such costs and expenses shall become a part of the indebtedness secured by this mortgage.

Should Mortgagor fail to make any payment or to do any act as herein provided, Mortgagee, but without obligation so to do and without notice or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof, Mortgagee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; pay, purchase, contest or release any encumbrance, charge or lien which in the judgment of Mortgagee appears to be prior or superior hereto; and in exercising any such power in enforcing this Mortgage by judicial foreclosure or otherwise, pay the necessary expenses, costs and reasonable attorney's fees.

To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagor or to any other person); to forward copies of any notices received from any environmental agencies to Mortgagee; and to Indemnify and hold Mortgagee, his employees, agents and his successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.

Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof, is hereby assigned and shall be paid to Mortgagee who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

The failure of Mortgagee to exercise any right or option provided herein at any time, shall not preclude Mortgagee from exercising any of such rights at any other time; by accepting payment of any sum secured hereby after its due date, Mortgagee does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the mortgage shall be construed as though such provision had been omitted.

As additional security, Mortgagor hereby gives to and confers upon Mortgagee the right, power and authority, during the continuance of this mortgage, to collect the rents, issues and profits of said property as they become due and payable; Reserving however unto Mortgagor, prior to any default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, the right to collect and retain such rents, issues and profits. Upon any such default, Mortgagee may at any time without notice, either in person, by agent or court appointed receiver, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default hereunder or invalidate any act done pursuant to any such default notice.

DUE ON SALE: The indebtedness and obligations secured by this mortgage is personal to the Mortgagor and is not assignable by Mo. Mortgagee has relied upon the credit of Mortgagor, the interest of Mortgagor in the Property and the financial market conditions then existing when making this loan. If Mortgagor transfers or contracts to transfer, title to or possession of, all or part of the Property, or any equitable interest therein, whether by deed, contract for deed, assignment, lease for a term in excess of one year, lease with an option to purchase, option to purchase, or similar agreement; or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, Mortgagee may declare all sums due under any note, security agreement, and/or loan documents

associated herewith, immediately due and payable. Noncompliance with this covenant shall constitute and be a default of this obligation which shall entitle Mortgagee to effectuate any and all remedies provided.

Time is of the essence and a material part of this agreement. In the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate of FIFTEEN PERCENT (15%) per annum; Mortgagee shall have the right to foreclose the lien of this mortgage, to have a receiver appointed in any court proceeding, to collect any rents, issues and profits from the Property and apply them against the indebtedness hereby secured; to sell the Property at foreclosure en masse, or as one lot or parcel at the option of Mortgagee, and to exercise any rights and remedies available under the Uniform Commercial Code for the State in which the property is located; and reasonable notice if required by such Code shall be five (5) days

The Mortgagee may at any time, without notice, release portions of said mortgaged premises from the lien of this mortgage, without affecting the personal liability of any person for the payment of the said indebtedness or the lien of this mortgage upon the remainder of the mortgaged premises for the full amount of said indebtedness then remaining unpaid.

Mortgagor and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this mortgage.

This mortgage applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, personal representatives, successors and assigns. The term Mortgagee shall mean the holder and owner of the note secured hereby; or if the note has been pledged, the pledgee thereof. In this Mortgage, wherever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

DATED: January 25, 2008

LOTT FARMS, LLC

By: Nathan R. Lott
Nathan R. Lott, Manager

STATE OF Idaho

County of Bonneville

} ss.

On this January 29, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared NATHAN R. LOTT, known or identified to me to be the Manager of the Limited Liability Company that executed the within and foregoing instrument and acknowledged to me that said company executed the same.

(SEAL)

Amor J. Kati

Notary Public for

My commission expires:

Notary at State of Idaho
My Commission Expires: 01/31/09

Exhibit "A"

Parcel I: The South Half of Section 32, Township 2 South, Range 33, East, Boise Meridian, Bingham County, Idaho,

EXCEPTING AND EXCLUDING: A portion of the South Half of Section 32, Township 2 South, Range 33, East, Boise Meridian, Bingham County, Idaho described as: Commencing at the South Quarter corner of said section, running thence Easterly along the section line 87 feet, thence Northerly parallel to the West line of the Southeast Quarter of the said section a distance of 288 feet, thence Westerly parallel to the South line of said section a distance of 144 feet, thence Southerly along a line parallel to the East line of the Southwest Quarter of said section 288 feet to the South line of said section, thence Easterly along the South line of said section to the Point of Beginning.

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590443

3020710772-5
Mountain West Title & Escrow
2007111421

Instrument # 590444

BINGHAM COUNTY
2008-01-30 04:10:13 No. of Pages: 2
Recorded for : ALLIANCE TITLE & ESCROW CORP
SARA J. STAUB
Ex-Officio Recorder Deputy *VS* Fee: 6.00

REAL ESTATE MORTGAGE

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Township 3 South, Range 33 East Boise Meridian, Bingham County, Idaho
Section 5: Lots 1, 2 and South Half of Northeast Quarter.
EXCEPT: The North 33 feet for a County Road.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Mortgagee, their heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of **ONE HUNDRED FIFTY-ONE THOUSAND DOLLARS (\$151,000.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to the order of the Mortgagee, with final payment due **DECEMBER 1, 2037**, and providing for acceleration of the due date of the principal for default in the payment of interest or any installment of principal, and providing for a reasonable attorney's fee in case of suit or action.

The Mortgagor covenants and agrees with the Mortgagee as follows:

That it is the owner in fee simple of the above described premises and that they are free from all encumbrances.

That it will pay the indebtedness hereby secured promptly, according to the terms of said promissory note. That it will pay all taxes, liens and assessments of any nature hereafter levied or imposed, or becoming payable upon said premises prior to delinquency. That it will keep the buildings and improvements on said premises insured against loss or damage by fire, by an insurance company acceptable to the Mortgagee with loss, if any, payable to the Mortgagee as its interest may appear, and deliver such policy or policies of insurance to the Mortgagee, until the sums secured by this mortgage are fully paid with interest.

To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; to pay, on demand, all costs and expenses, including without limitation, cost of title evidence, reasonable attorney's fees, advances, and/or costs, paid or incurred by Mortgagee to protect or enforce its rights under bankruptcy, appellate proceedings or otherwise, and all such costs and expenses shall become a part of the indebtedness secured by this mortgage.

Should Mortgagor fail to make any payment or to do any act as herein provided, Mortgagee, but without obligation so to do and without notice or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof, Mortgagee being authorized to enter upon said property for such purposes; appraise and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; pay, purchase, contest or contest any encumbrance, charge or lien which in the judgment of Mortgagee appears to be prior or superior hereto; and in exercising any such powers or in enforcing this Mortgage by judicial foreclosure or otherwise, pay the necessary expenses, costs and reasonable attorney's fees.

To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Mortgagee access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagor or to any other person); to forward copies of any notices received from any environmental agencies to Mortgagee; and to Indemnify and hold Mortgagee, his employees, agents and his successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.

Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof, is hereby assigned and shall be paid to Mortgagee who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

The failure of Mortgagee to exercise any right or option provided herein at any time, shall not preclude Mortgagee from exercising any of such rights at any other time; by accepting payment of any sum secured hereby after its due date, Mortgagee does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay; all rights conferred on Mortgagee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the mortgage shall be construed as though such provision had been omitted.

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DUE ON SALE: The indebtedness and obligations secured by this mortgage is personal to the Mortgagor and is not assignable by Mortgagor. Mortgagee has relied upon the credit of Mortgagor, the interest of Mortgagor in the Property and the financial market conditions then existing when making this loan. If Mortgagor transfers or contracts to transfer, title to or possession of, all or part of the Property, or any equitable interest therein, whether by deed, contract for deed, assignment, lease for a term in excess of one year, lease with an option to purchase, option to purchase, or similar agreement; or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or

involuntary sale or transfer or by operation of law, Mortgagee may declare all sums due under any note, security agreement, and/or loan documents associated herewith, immediately due and payable. Noncompliance with this covenant shall constitute and be a default of this obligation which shall entitle Mortgagee to effectuate any and all remedies provided.

Time is of the essence and a material part of this agreement. In the event of default, at Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate of FIFTEEN PERCENT (15%) per annum; Mortgagee shall have the right to foreclose the lien of this mortgage, to have a receiver appointed in any court proceeding, to collect any rents, issues and profits from the Property and apply them against the indebtedness hereby secured; to sell the Property at foreclosure en masse, or as one lot or parcel at the option of Mortgagee, and to exercise any rights and remedies available under the Uniform Commercial Code for the State in which the property is located; and reasonable notice if required by such Code shall be five (5) days

The Mortgagee may at any time, without notice, release portions of said mortgaged premises from the lien of this mortgage, without affecting the personal liability of any person for the payment of the said indebtedness or the lien of this mortgage upon the remainder of the mortgaged premises for the full amount of said indebtedness then remaining unpaid.

Mortgagor and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this mortgage.

This mortgage applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, personal representatives, successors and assigns. The term Mortgagee shall mean the holder and owner of the note secured hereby; or if the note has been pledged, the pledgee thereof. In this Mortgage, wherever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

DATED: January 25, 2008

LOTT FARMS, LLC

By: Nathan R. Lott
Nathan R. Lott, Manager

STATE OF Idaho)

County of Bonneville) ss.

On this January 29, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared NATHAN R. LOTT, known and identified to me to be the Manager of the Limited Liability Company that executed the within and foregoing instrument and acknowledged to me that said company executed the same.

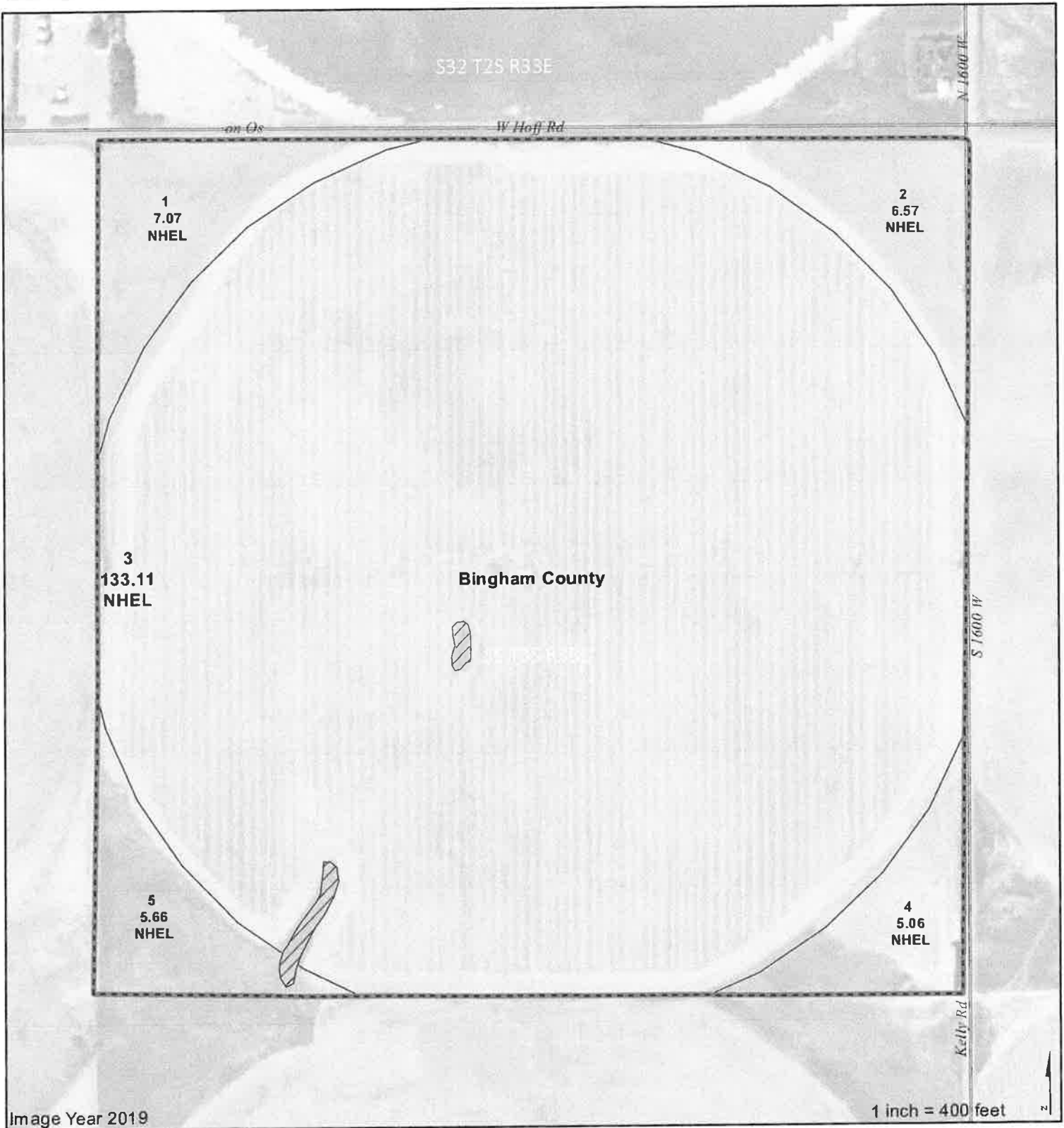
(SEAL)

Sharon J. Lott
Notary Public for
My commission expires: _____

Notary at Idaho Falls, Idaho
My Commission Expires: 01/31/09

590444

Bingham County, Idaho



Common Land Unit

- Tract Boundary
- PLSS
- County Boundary
- Non-Cropland
- Cropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 157.47 acres

2020 Program Year

Map Created April 13, 2020

Farm 5925
Tract 26184

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Bingham County, Idaho

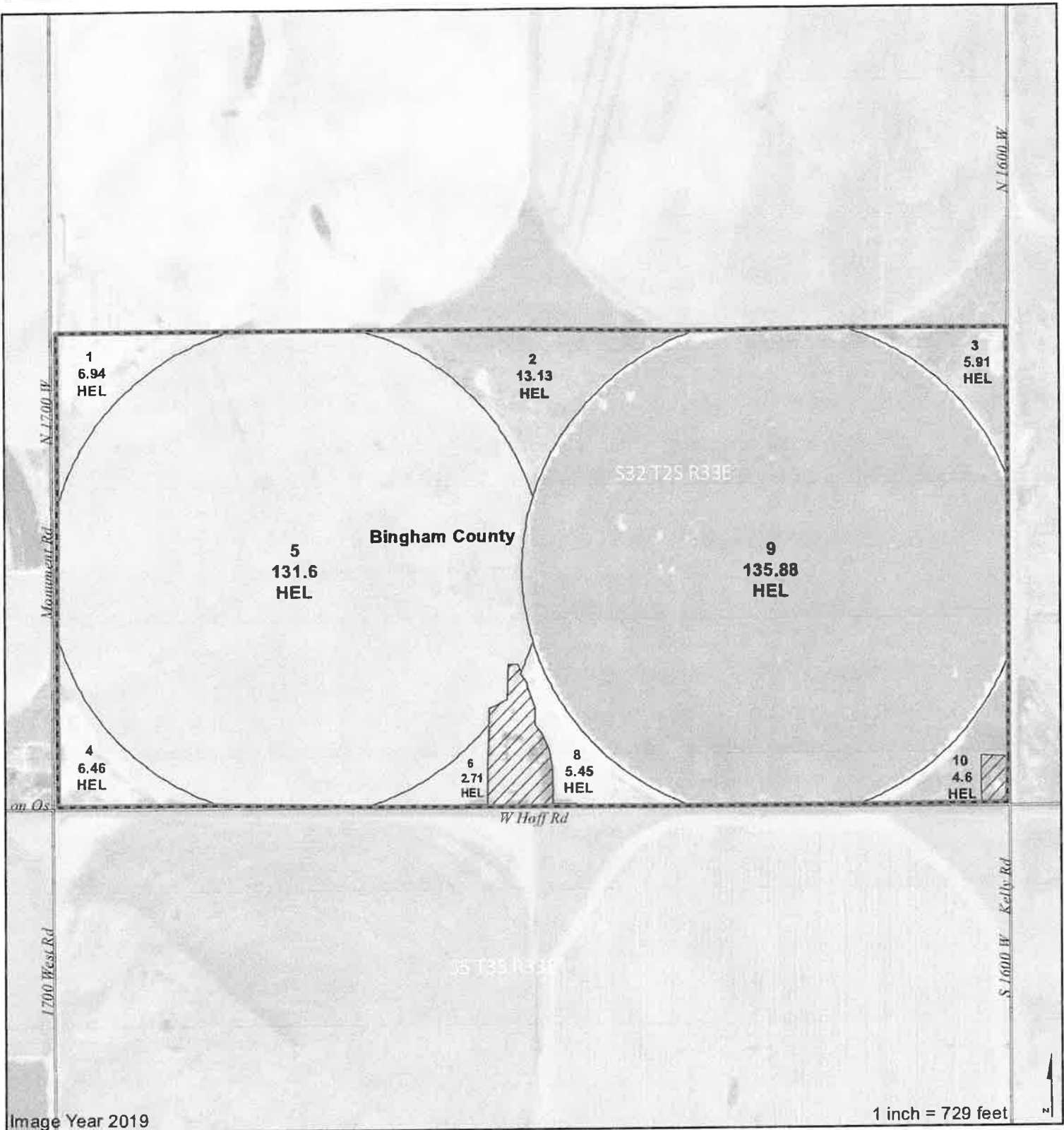


Image Year 2019

Common Land Unit

Non-Cropland
Cropland

Tract Boundary
PLSS
County Boundary

Wetland Determination Identifiers

● Restricted Use ▽ Limited Restrictions
□ Exempt from Conservation Compliance Provisions

Tract Cropland Total: 312.68 acres

2020 Program Year

Map Created April 13, 2020

Farm 5925

Tract 704

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

WR ownership - Lott Farms LLC

Betts, David <David.Betts@idwr.idaho.gov>

Fri 3/8/2024 10:02 PM

Tornahanjlot@hotmail.com <nathanjlot@hotmail.com>

1 attachments (692 KB)

notice-of-change-of-water-right-ownership-1-1.pdf

Hello Nathan,

Thanks for calling in earlier this week. At the bottom of this email (below my contact information), I have included a table with two groups of water rights. The top part of the table has the water rights that are in the name of B R LOTT ACRES LLC, and the lower part of the table has the water rights that are in the name of LOTT FARMS LLC. The tables also have links to the WR Reports (how the water rights are recorded in IDWR's database), the WR Docs (all of the documents that we have scanned on file) and the WR Maps to see the locations of the individual water rights.

To me it looks like Idaho has recognized B R LOTT ACRES LLC and LOTT FARMS LLC as distinct businesses, you probably need to file a Notice of Change of Water Right Ownership in order to update the mailing address for the B R LOTT ACRES LLC rights: <https://idwr.idaho.gov/wp-content/uploads/sites/2/forms/water/rights/forms/notice-of-change-of-water-right-ownership-1-1.pdf>

I've attached a copy of this form. The last two pages are the instructions on how to fill out the form. If you use the link above, you can fill out most of the information on the form before printing it and sending it to the Eastern Region (Idaho Falls) office. Their address and phone number are on the last page of the PDF. Eastern Region are the ones to call if you have additional questions about the change in ownership.

We spoke on the phone, but I didn't write down anything in my notes about your plans to get the flow meters up and running this season for WMIS sites 500760 and 500761. If you could let me know about your plans for flow meter maintenance directly or call in to the Measurement hotline (208-287-6799) for WMIS sites 500760 and 500761, then I can get these sites checked off as having been addressed.

Please let me know if you have any questions,

Dave Betts

Distribution Section – Idaho Department of Water Resources
208-287-4826

WR Number	Owner	Water Use	WR Report	WR Docs	WR Map
35-2160C	B R LOTT ACRES LLC	IRRIGATION	https://idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&TypeWaterRight=True&SplitSuffix=C&SequenceNumber=160	https://idwr.idaho.gov/apps/ExtSearch/RelatedDocs.asp?Basin=35&Sequence=2160&SplitSuffix=C	https://maps.idwr.idaho.gov/Map/DWRIayout?Basin=35&Sequence=2160&SplitSuffix=C&Process=waterRight
35-10340	B R LOTT ACRES LLC	DOMESTIC	https://idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&TypeWaterRight=True&SplitSuffix=C&SequenceNumber=10340	https://idwr.idaho.gov/apps/ExtSearch/RelatedDocs.asp?Basin=35&Sequence=10340&SplitSuffix=C	https://maps.idwr.idaho.gov/Map/DWRIayout?Basin=35&Sequence=10340&SplitSuffix=C&Process=waterRight
35-13422	B R LOTT ACRES LLC	IRRIGATION	https://idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&TypeWaterRight=True&SplitSuffix=C&SequenceNumber=13422	https://idwr.idaho.gov/apps/ExtSearch/RelatedDocs.asp?Basin=35&Sequence=13422&SplitSuffix=C	https://maps.idwr.idaho.gov/Map/DWRIayout?Basin=35&Sequence=13422&SplitSuffix=C&Process=waterRight
35-13424	B R LOTT ACRES LLC	IRRIGATION	https://idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&TypeWaterRight=True&SplitSuffix=C&SequenceNumber=13424	https://idwr.idaho.gov/apps/ExtSearch/RelatedDocs.asp?Basin=35&Sequence=13424&SplitSuffix=C	https://maps.idwr.idaho.gov/Map/DWRIayout?Basin=35&Sequence=13424&SplitSuffix=C&Process=waterRight
WR Number	Owner	Water Use	WR Report	WR Docs	WR Map
35-2246	LOTT FARMS LLC	IRRIGATION	https://idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&TypeWaterRight=True&SplitSuffix=C&SequenceNumber=2246	https://idwr.idaho.gov/apps/ExtSearch/RelatedDocs.asp?Basin=35&Sequence=2246&SplitSuffix=C	https://maps.idwr.idaho.gov/Map/DWRIayout?Basin=35&Sequence=2246&SplitSuffix=C&Process=waterRight
35-2364	LOTT FARMS LLC	IRRIGATION	https://idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&TypeWaterRight=True&SplitSuffix=C&SequenceNumber=2364	https://idwr.idaho.gov/apps/ExtSearch/RelatedDocs.asp?Basin=35&Sequence=2364&SplitSuffix=C	https://maps.idwr.idaho.gov/Map/DWRIayout?Basin=35&Sequence=2364&SplitSuffix=C&Process=waterRight
35-7854	LOTT FARMS LLC	IRRIGATION	https://idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&TypeWaterRight=True&SplitSuffix=C&SequenceNumber=7854	https://idwr.idaho.gov/apps/ExtSearch/RelatedDocs.asp?Basin=35&Sequence=7854&SplitSuffix=C	https://maps.idwr.idaho.gov/Map/DWRIayout?Basin=35&Sequence=7854&SplitSuffix=C&Process=waterRight



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 13, 2024

LOTT FARMS LLC
PO BOX 153
MORELAND ID 83256-0153

Re: Change in Ownership for Water Right No(s): 35-2160C, 35-10340, 35-13422, 35-13424

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 120
BINGHAM GROUND WATER DISTRICT