

JUL 01 2026

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. WD120/Bingham 6WD

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
35-11213 <u>OK</u>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-2420 <u>OK</u>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-7768 <u>OK</u>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-8926 <u>OK</u>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name:

Bender Farms Properties, LLC
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Kevin Ramsey
New owner(s) as listed on the conveyance documentName connector ☐ and ☐ orPO Box 41
Mailing addressAmerican Falls ID 83211
City State Zip208-221-0730
TelephoneKKR591@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:

6/29/26

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 # 35-2420

8. Signature:

Signature of new owner/claimant

Kevin Ramsey
Print name

Title, if applicable

Owner

Date

6/30/26

Signature:

Signature of new owner/claimant

Print name

Title, if applicable

Date

Received by CTHDate 7/1/26

For IDWR Office Use Only:

Receipt No. E051756Receipt Amt. \$100.00Active 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 JBProcessed by MPDate 7/15/2026

STATE OF IDAHO } ss
County of Bingham }

I certify the foregoing to be a true and correct copy of the original on file and of record in this office at the Clerk and Ex-officio Recorder of Bingham County, Idaho.

Dated 07-01-2026

PAMELA W. ECKHARDT
Clerk and Ex-officio Recorder
By [Signature]
AFTER RECORDING MAIL TO:



Kevin Ramsey
PO BOX 41
AMERICAN FALLS, ID 83211

Instrument # 781516

BINGHAM COUNTY, IDAHO
2026-06-29 02:56:40 PM No. of Pages: 3
Recorded for: FLYING S TITLE AND ESCROW - BL
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 3011749-104

Date: June 29, 2026

For Value Received, **Bender Farm Properties LLC**, an Idaho limited liability company, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Kevin Ramsey, a married man subject to the community interest of his spouse**, hereinafter referred to as Grantee, whose current address is **PO BOX 41 AMERICAN FALLS, ID 83211**, the following described premises, situated in **Bingham County, Idaho**, to wit:

LEGAL DESCRIPTION: Real property in the County of **Bingham**, State of **Idaho**, described as follows:

Property 1:

**PARCEL 1: TOWNSHIP 1 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 19: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$**

PARCEL 2: SECTION 30: ALL LYING NORTH AND EAST OF THE NORTHEASTERLY LINE OF THE RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD COMPANY

PARCEL 3: SECTION 31: ALL THAT PART OF THE N $\frac{1}{2}$ LYING NORTH AND EAST OF THE NORTHEASTERLY LINE OF THE RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD COMPANY.

TOGETHER WITH; THE SALE IS WITH ALL WATER ASSOCIATED WITH THIS FARM INCLUDING, BUT NOT LIMITED TO THESE WATER RIGHT NUMBERS: 35-11213, 35-2420, 35-7768, 35-8926

**APN: Property 1:
RP0111700 & RP0114003 & RP0114200**

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs 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 current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

APN: **RP0111700**

Warranty Deed
- continued

Order No.: **3011749-104**
Date: **June 29, 2026**

Witness my/our hand(s) this 29th day of June, 2026.

Bender Farm Properties, LLC, an Idaho Limited Liability Company

By: [Signature]
John T. Bender, Member

By: [Signature]
Deborah L. Bender, Member

Buyer

[Signature]
Kevin Ramsey

STATE OF IDAHO
COUNTY OF BINGHAM

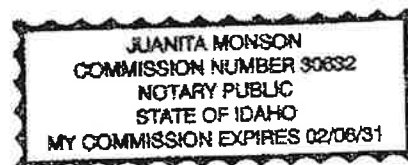
On this 29th day of June, 2026, before me, _____, a Notary Public, personally appeared John T. Bender and Deborah L. Bender, Members of Bender Farm Properties, LLC, known or identified to me to be Members of Bender Farm Properties, LLC, a Limited Liability Company that executed the instrument or the persons who executed the instrument on behalf of said Limited Liability Company and acknowledged to me that such Limited Liability Company executed the same.

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

[Signature]
Notary Public for Idaho

Residing at Blackfoot, ID

My Commission Expires on 02/06/2031



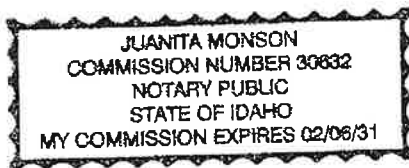
APN: **RP0111700**

Warranty Deed
- continued

Order No.: **3011749-104**
Date: **June 29, 2026**

STATE OF Idaho)
 SS.
COUNTY OF Bingham)

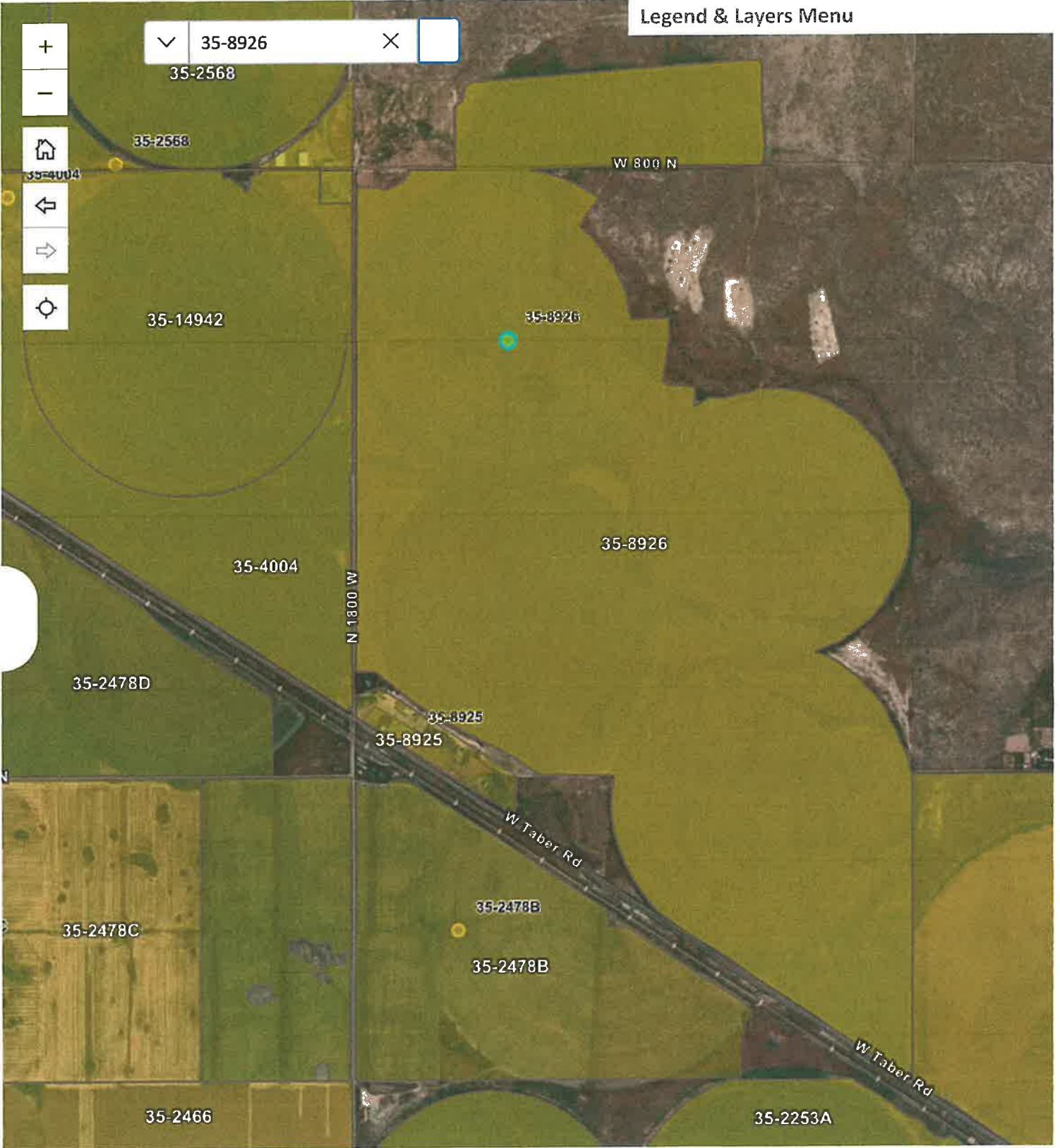
On this 30th day of June, 2025, before me, a Notary Public in and for said State, personally appeared KEVIN RAMSEY, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.




Notary Public of Idaho
Residing at: Blackfoot, ID
Commission Expires: 02/06/2030



Legend & Layers Menu



1,000 ft

Instrument # 761078

BINGHAM COUNTY, IDAHO

2024-03-21 08:12:04 AM No. of Pages: 4
Recorded for: BEARD ST. CLAIR GAFFNEY PA
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

SPECIAL WARRANTY DEED

John T. Bender and Deborah L. Bender, Trustees of the **John & Deborah Bender Trust** dated May 12, 2005, of Blackfoot, ID (Grantors), for and in consideration of \$10.00 and other good and valuable consideration, hereby transfer, grant, convey, and warrant unto **Bender Farm Properties LLC**, an Idaho limited liability company, of 342 Cottonwood Ln., Blackfoot, ID 83221 (Grantee), the following described real property located in Bingham County, Idaho, to wit:

See Exhibit A, which is attached hereto and incorporated herein by reference.

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.

Grantors, for themselves, their heirs, successors in interest, and assigns, warrant and represent as follows:

Grantors are the owners of the real property described in this deed and have the legal right to convey said real property to Grantee.

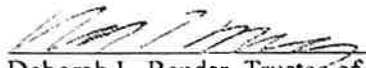
The real property described in this deed is free from all liens, encumbrances, and defects in title, except as otherwise shown in this deed or of record.

Grantors 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 Grantors have under any policy of title insurance or damages of \$10.00 (whichever is greater).

Date: March 20, 2024.


John T. Bender, Trustee of the John & Deborah Bender Trust


Deborah L. Bender, Trustee of the John & Deborah Bender Trust

Acknowledgment

State of Idaho

ss.

County of Bonneville

On this 20th day of March 2024, before me, the undersigned, a notary public, personally appeared John T. Bender and Deborah L. Bender, *Trustees of the John & Deborah Bender Trust*, dated May 12, 2005, known or identified to me to be the persons whose names are subscribed to the above Special Warranty Deed, and acknowledged to me that they executed the same.



Notary Public for Idaho
Residing at: Chubbuck
(Seal)

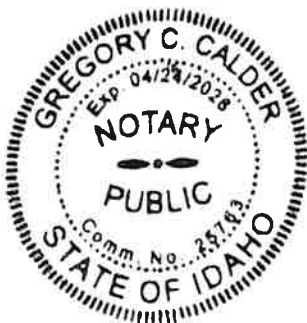


Exhibit A

Township 1 South, Range 33 E.B.M., Bingham County, Idaho

Section 19: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 30: All lying North and East of the Northeasterly line of the right-of-way of the Union Pacific Railroad Company

Section 31: All that part of the N $\frac{1}{2}$ lying North and East of the Northeasterly line of the right-of-way of the Union Pacific Railroad Company.

Township 2 South, Range 35 E.B.M, Bingham County, Idaho

Section 12: Lots 5 and 6

Section 13: SE $\frac{1}{4}$; E $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; Lots 1, 2, 3, and 4

Section 24; NE $\frac{1}{4}$,

EXCEPTING: that portion lying Easterly of the Corbett Slough;

ALSO EXCEPTING: that portion of the S $\frac{1}{2}$ NE $\frac{1}{4}$ lying Westerly of the centerline of the Corbett Slough Canal and Southerly of a straight line coincident with the centerline of the Stephens Ditch and extending from the West boundary of the NE $\frac{1}{4}$ to the centerline of the Corbett Slough.

Township 2 South, Range 36 E.B.M., Bingham County, Idaho

Section 7: Lot 3; SE $\frac{1}{4}$ SW $\frac{1}{4}$; Lots 9, 10, and 11; Lot 6; NW $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$

EXCEPTING: Beginning at the Southeast corner of said Section 7, and running thence due North along the East line of said Section, 175 feet; thence due West parallel to the South line of said Section, 249 feet; thence due South 175 feet to the South line of said Section; thence due East 249 feet to the point of beginning,

ALSO EXCEPTING: Beginning at the Southwest corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 7, and running thence due East 80 rods; thence due North 40 feet; thence due West 80 rods; thence due South 40 feet to the point of beginning, said tract to be used for a road,

ALSO EXCEPTING: Beginning at a point 40 feet due North of the SW corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 7, and running thence due East 30 rods; thence due North 32 rods; thence due West 30 rods; thence due South 32 rods to the point of beginning.

Section 18: Lots 1 and 2; E $\frac{1}{2}$ NW $\frac{1}{4}$; Lots 3 and 4; E $\frac{1}{2}$ SW $\frac{1}{4}$ lying West of Corbett Slough; SE $\frac{1}{4}$ lying North of the Corbett Slough; S $\frac{1}{2}$ NE $\frac{1}{4}$,

EXCEPTING THEREFROM: the following described tract of land:
Beginning at the Southeast corner of NE ¼ of said Section 18, and
running thence West 22 rods; thence North 7½ rods; thence East 22 rods;
thence South 7½ rods to the place of beginning.

ALSO EXCEPTING: Part of Lot 3 of Section 18, Township 2 South,
Range 36 E.B.M., Bingham County, Idaho, described as:
Beginning at a point that is N. 00°02'55" W. 1361.01 feet along the
section line from the Southwest corner of said Section 18 and running
thence N. 00°02'55" W. 697.54 feet along the section line; thence N.
87°19'30" E. 48.95 feet; thence N. 67°19'23" E. 279.60 feet; thence S.
90°00'00" E. 18.87 feet; thence S. 00°29'01" E. 337.11 feet along a fence;
thence S. 88°33'43" E. 261.60 feet along a fence to the centerline of an
irrigation ditch; thence S. 51°47'49" W. 750.20 feet along the centerline
of said irrigation ditch to the point of beginning.



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

July 15, 2026

KEVIN RAMSEY
PO BOX 41
AMERICAN FALLS ID 83211

Re: Change in Ownership for Water Right No(s): 35-8926, 35-7768, 35-2420, 35-11213

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 208-525-7161.

Sincerely,

Misty Pettis
Office Specialist 2

Enclosure(s)
Cc: Water District 120
Bingham GWD



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

July 1, 2026

KEVIN RAMSEY
PO BOX 41
AMERICAN FALLS ID 83211

RE: Change in Ownership Water Right No. 35-11213, 35-2420, 35-7768, 35-8926

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. information required is indicated below:

**** **Evidence of Ownership:** On July 1, 2026, you filed a Notice of Change in Water right Ownership, additional information is required in order to update the ownership of the water rights. The current owner of the water rights is John and Deborah Bender Trust, the deed to Kevin Ramsey is from Bender Farms Properties. Please supply a full chain of title between John and Deborah Bender Trust to Bender Farms Properties.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Bailly
Technical Records Specialist

SCANNED
JUL 01 2026