

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESRECEIVED
FEB 10 2022
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?
37-21842	Yes ☐	Yes ☐	37-21917	Yes ☐	Yes ☐
37-21849	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-21866	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-21883	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-21900	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Steve Gower and Tracy Dunlap
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Flying Squirrel Productions LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
P.O. Box 4938 Ketchum ID 83340
Mailing address City State Zip
208-720-6913
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: January 2022
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.

8. Signature: [Signature] GENERAL PARTNER 2/7/22
Signature of new owner/claimant Title, if applicable Date
Print name: JOHNATHAN AEELEY

Signature: [Signature] GENERAL PARTNER 2/7/22
Signature of new owner/claimant Title, if applicable Date
Print name: JOHNATHAN AEELEY

Received by SG Date 2/10/22 For IDWR Office Use Only: Receipt No. 5039079 Receipt Amt. \$150.00
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 _____ Processed by DM Date 2-16-2022

SUPPORT DATA

IN FILE # 37-21842RETURNED (Duplicate filing) DM

**AGREEMENT FOR PURCHASE AND SALE
OF WATER RIGHTS**

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS ("Agreement") is made and entered into this _____ day of February, 2021, by and between STEVEN H. GOWER and TRACY DUNLAP, husband and wife (collectively the "Seller"), and FLYING SQUIRREL PRODUCTIONS LLC, a Delaware limited liability company (the "Buyer").

RECITALS

WHEREAS, the Seller owns Water Rights 37-21849, 37-21866, 37-21883, 37-21900 and 37-21917 for irrigation of five (5) acres of land located in the Bellevue Farms Subdivision, County of Blaine, State of Idaho (the "Water Rights"); and

WHEREAS, the Buyer desires to purchase the Water Rights from the Seller on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, it is agreed as follows:

**ARTICLE 1
Sale of Water Rights**

1.1 The Seller agrees to sell and convey, and the Buyer agrees to purchase, the Water Rights to be transferred to Buyer's property in Blaine County, Idaho for use in the pond on that property in the manner to be described in the Application for Transfer (the "Transfer Application") to be filed with the Idaho Department of Water Resources ("IDWR") as provided in ARTICLE 7, below.

**ARTICLE 2
Purchase Price**

2.1 The Purchase Price shall be

2.2 Payment Terms

2.2.1 Upon execution of this Agreement by both parties, the Buyer will immediately deposit into escrow with the law firm of Speck & Aanestad, A Professional Corporation, 120 East Avenue North, Ketchum, Idaho 83340 ("Escrow Agent") the sum of _____ as earnest money. The parties acknowledge that Escrow Agent is a law firm which represents Buyer in this transaction. Buyer hereby directs Escrow Agent and its attorney and independent contractors to comply strictly with the terms of this Agreement with respect to the escrow of the earnest money, including without limitation the deposit, maintenance, and ultimate distribution of the earnest money, regardless of other professional ethical obligations it owes to Buyer as Buyer's legal

counsel, including without limitation the duty of loyalty to a client. By executing this Agreement, Escrow Agent agrees to this term of this Agreement.

2.2.2 All earnest money identified in Section 2.2.1 shall be applied to the Purchase Price at Closing; however, in the event the IDWR does not approve the water right transfer on terms and conditions acceptable to Buyer, in Buyer's sole discretion, the earnest money shall be returned to Buyer, and all further obligations under this Agreement shall cease and become null and void.

2.3 All earnest money, together with the balance of the Purchase Price, that is , shall be delivered to the Seller at Closing.

ARTICLE 3 Buyer's Due Diligence

3.1 Buyer has conducted all due diligence concerning the Water Rights and their transferability that Buyer deems appropriate prior to entering into this Agreement and is not relying on any written or oral representations or warranties of Seller except those representations contained herein. Buyer acknowledges that Seller has no control over the amount of mitigation or ditch loss IDWR may require in approving the Transfer Application, and, therefore, the Purchase Price is based on the amounts of the Water Rights being purchased, and not the amounts of water that ultimately may be approved for diversion and use by Buyer as a result of any mitigation or ditch loss requirement in the approval process. Buyer further acknowledges that the Water Rights are currently leased into the Idaho Water Supply Bank. Buyer shall comply with all terms of said lease and shall be entitled to all benefits thereof which accrue following closing

ARTICLE 4 Closing and Conditions to Closing

4.1 Unless the parties agree otherwise, in writing, Closing shall occur within ten (10) days after IDWR's final and non-appealable order approving the Transfer Application, on terms and conditions acceptable to Buyer, in Buyer's sole discretion.

4.2 In the event the transfer of the Water Rights is not approved by IDWR as described in Section 4.1, above, Buyer shall have the option, but not the obligation, to proceed to Closing. In this event, Buyer shall notify Seller of its intention to close on or before the fifth (5th) day

following issuance of the denial by IDWR and closing shall occur on or before the tenth (10th) day following said notice by Buyer.

4.3 In the event IDWR has approved the Transfer Application, all Seller's conditions to close are met and Buyer fails to close on the Closing Date, Buyer shall forfeit all earnest money to Seller.

4.4 All assessments against the Water Rights shall be prorated as of the date of Closing.

ARTICLE 5 Warranties and Disclaimer

5.1 Representations and Warranties. Buyer and Seller represent and warrant one to the other that they have the power and authority to enter into this Agreement and the further agreements contemplated hereby, to be bound by, and to perform such agreements. The Seller makes the following additional representations and warranties, all of which shall be valid as of Closing and survive Closing:

- i. Upon consummation of the contemplated purchase, the lands to which the Transferred Water Right are appurtenant will no longer be irrigated unless Seller develops or obtains and transfers a new water right to such lands for irrigation;
- ii. Seller has not assigned or conveyed, or contracted to assign or convey, any of the Water Rights to any other person or entity; and
- iii. The Water Rights are free of any liens, mortgages, security interests, and encumbrances, with the exception of the Idaho Water Supply Bank Lease identified above.

ARTICLE 6 Deed

6.1 Title to the Water Rights shall be conveyed by a Water Rights Quitclaim Deed at Closing.

ARTICLE 7 Water Right Transfer

7.1 Transfer Application. Buyer shall prepare and pay for all fees and costs of the Transfer Application and any other documents or applications reasonable or necessary to the Transfer Application or other implementation of the transfer of the Water Rights pursuant to this Agreement. Buyer shall file the Transfer Application within thirty (30) days from the date of this Agreement, unless an extension is agreed to in writing by the parties hereto. Buyer shall ensure that Seller is included as a recipient of all notices from IDWR. As the owner of the Water Right, Seller agrees to cooperate in the Transfer Application by signing any and all necessary documents to facilitate the transfer, and Seller agrees to support the transfer before IDWR or any other

applicable governmental entity or political subdivision. In the event Buyer fails to timely submit the Transfer Application through no fault of Seller, Buyer shall forfeit all earnest money to Seller and this Agreement shall terminate.

7.2 Protest to Transfer. If the Transfer Application is protested Buyer shall have the option to either terminate this Agreement, in which case the earnest money shall be returned to Buyer, and all further obligations under this Agreement shall cease and become null and void, or to continue to pursue approval of the Transfer Application. Buyer, at his sole cost and expense, will retain the services of an attorney to represent Buyer in all proceedings associated with the protested Transfer Application.

ARTICLE 8

Miscellaneous Provisions

8.1 Survival of All Representations and Warranties. The representations, warranties, covenants and agreements of the Seller and Buyer contained in this Agreement shall survive the Closing hereunder.

8.2 Applicable Law. This Agreement is being executed and delivered within the State of Idaho and shall be construed and enforced in all respects in accordance with the laws of the State of Idaho.

8.3 Number and Gender of Persons. The terms "Buyer" and "Seller" are used herein without regard to the number or gender of the persons constituting such parties. If the Seller and/or the Buyer consist of two or more persons, including, but not limited to, individuals, partnerships, associations or other entities, such persons shall be jointly and severally liable hereunder. Whenever any other neuter or singular term is used herein, such term shall be construed to include the masculine or feminine gender or plural, and shall include any party whether male, female or partnership or other entity as may be appropriate.

8.4 Captions. The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

8.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

8.6 Time is of the Essence. Time is of the essence in connection with the duties and obligations contained herein.

8.7 Attorney's Fees. In the event that either party hereto retains an attorney to enforce any right or duty arising out of this Agreement, the prevailing party in such dispute shall be entitled to be paid reasonable attorney's fees by the non-prevailing party, whether or not litigation is actually instituted.

8.8 Entire Agreement. The Seller and Buyer acknowledge that the terms of this Agreement may vary from the terms contained in any other preliminary agreements, written or

oral, made prior to the execution of this Agreement and may vary from any negotiations between the parties prior to the execution of this Agreement. The Seller and Buyer agree that the terms, covenants and conditions of this Agreement shall supersede all such prior negotiations and agreements, and that there are no other agreements not contained in this Agreement, and that this Agreement shall be and is the final expression of the agreement of the parties and shall control. No modification of this Agreement shall be valid unless in writing and executed by the parties to the Agreement.

8.9 Severance and Validity. In the event any provision of this Agreement or any part hereof shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

8.10 Notices. All notices and communications under this Agreement shall be in writing, sent to the parties and their respective legal counsel, and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, or (iii) sent by electronic mail with the original to follow by mail in the manner described above. The physical and mailing addresses and facsimile numbers for the purposes of this paragraph are as follows:

<u>Recipient</u>	<u>Physical Address</u>	<u>Mailing Address</u>	<u>E-Mail</u>
Seller:	Steve Gower & Tracy Dunlap 109 Quarter Horse Drive Bellevue, ID 83313	Steve Gower & Tracy Dunlap PO Box 644 Bellevue, ID 83313	tracydunlap@icloud.com
Buyer:	Flying Squirrel Productions LLC 600 First Ave. North Ketchum, Idaho 83340	Flying Squirrel Productions LLC PO Box 4938 Ketchum, Idaho 83340- 4938	jnceley@briodest.com

8.12 Counterparts. This Assignment Agreement may be executed in one or more counterparts, and by facsimile signature, each of which shall be deemed an original and all of which, taken together, shall be construed as a single instrument binding all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement for Purchase and Sale of Water Rights the day and year first above written.

BUYER:
FLYING SQUIRREL PRODUCTIONS LLC,
a Delaware limited liability company

Dated: 2/12/2021

By: 

Jonathan Neeley, Managing Member

SELLER:

Dated: 2/11/2021


STEVEN H. GOWER

Dated: 2-11-2021


TRACY DUNLAP

ESCROW AGENT:

SPECK & AANESTAD, A Professional Corporation

Dated: 2-14-2021

By: 

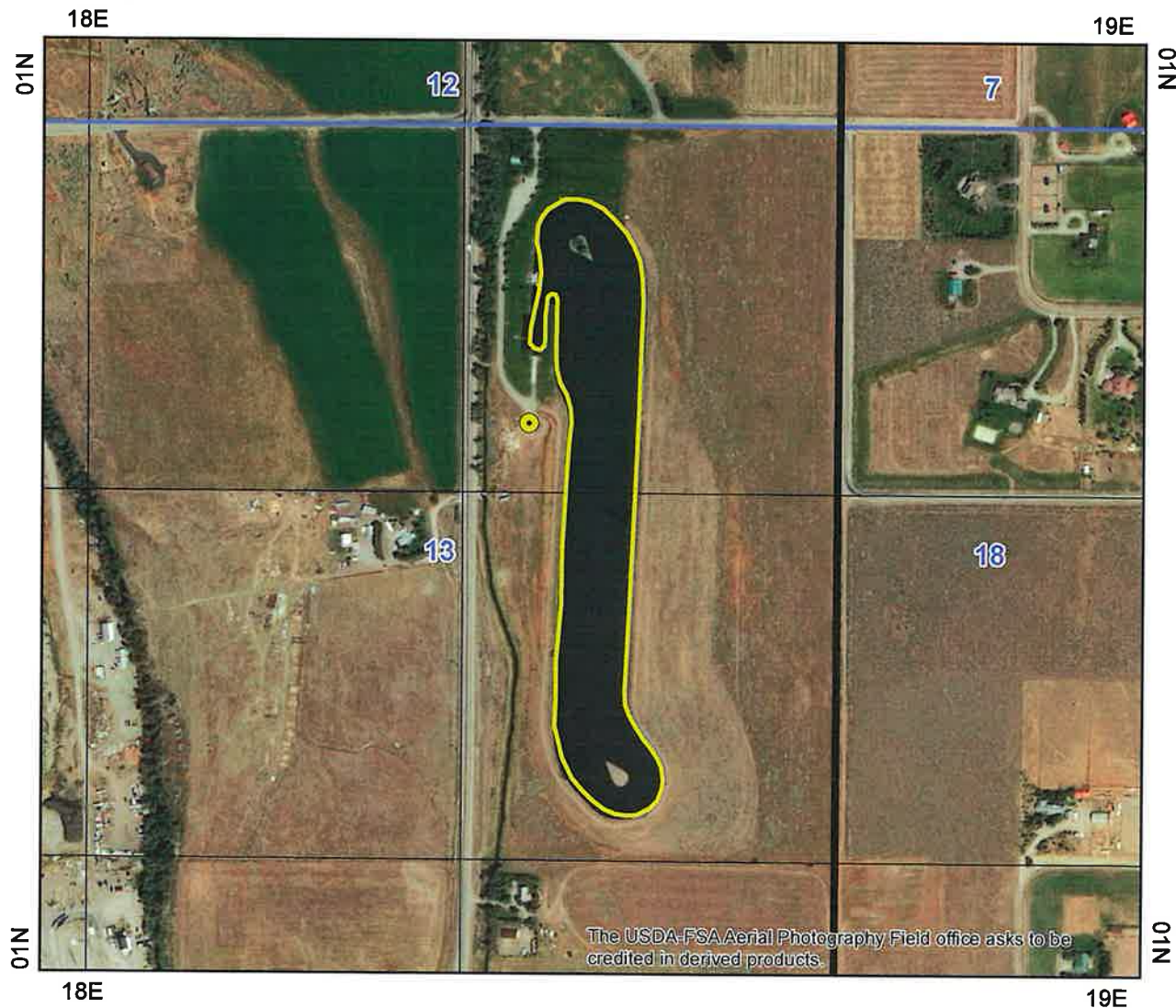
James P. Speck, President

State of Idaho
Department of Water Resources

Water Right 37-21842

RECREATION STORAGE

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

0 0.075 0.15 0.3 Miles

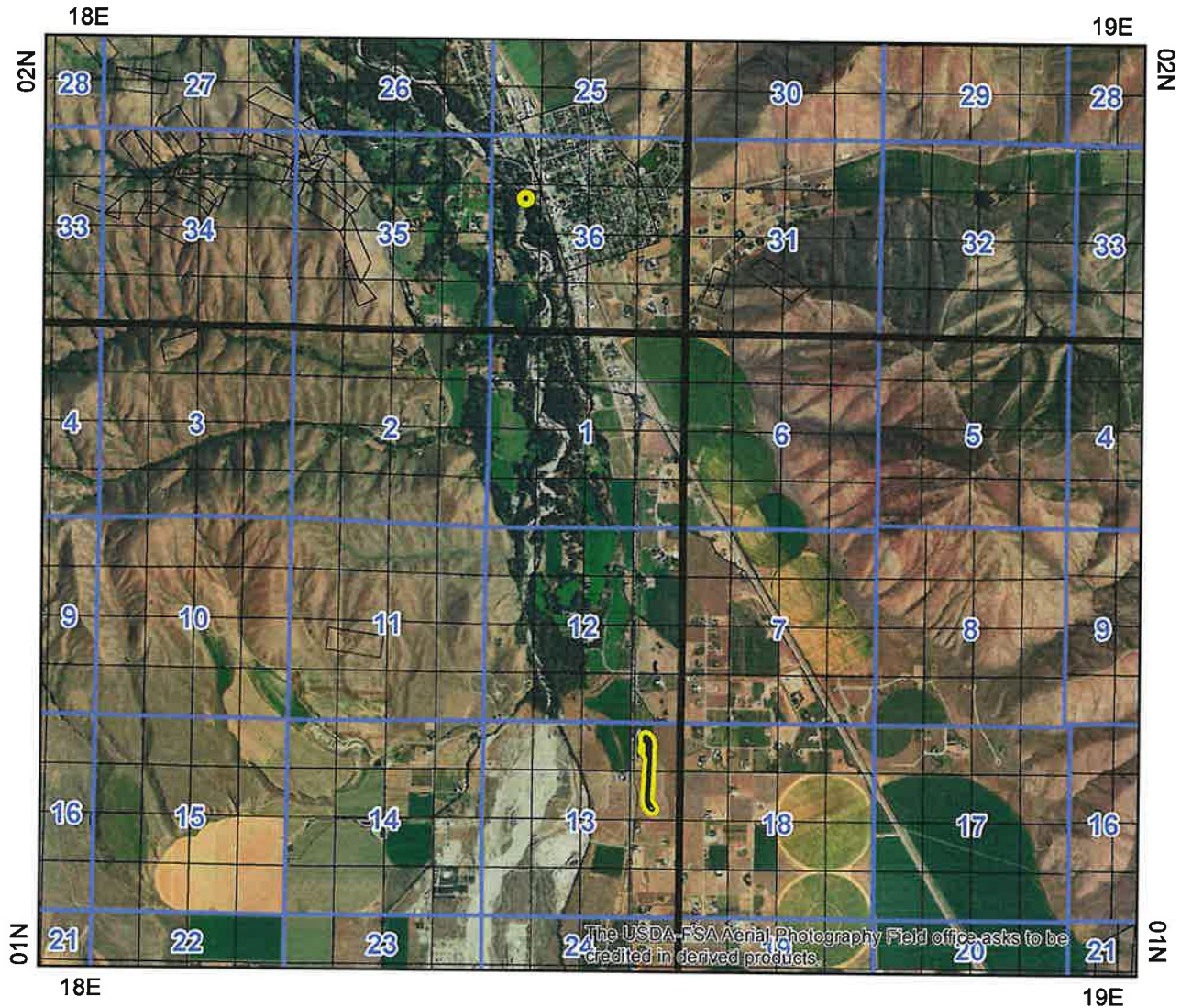


State of Idaho
Department of Water Resources

Water Right 37-21849

RECREATION STORAGE

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

0 0.5 1 2 Miles

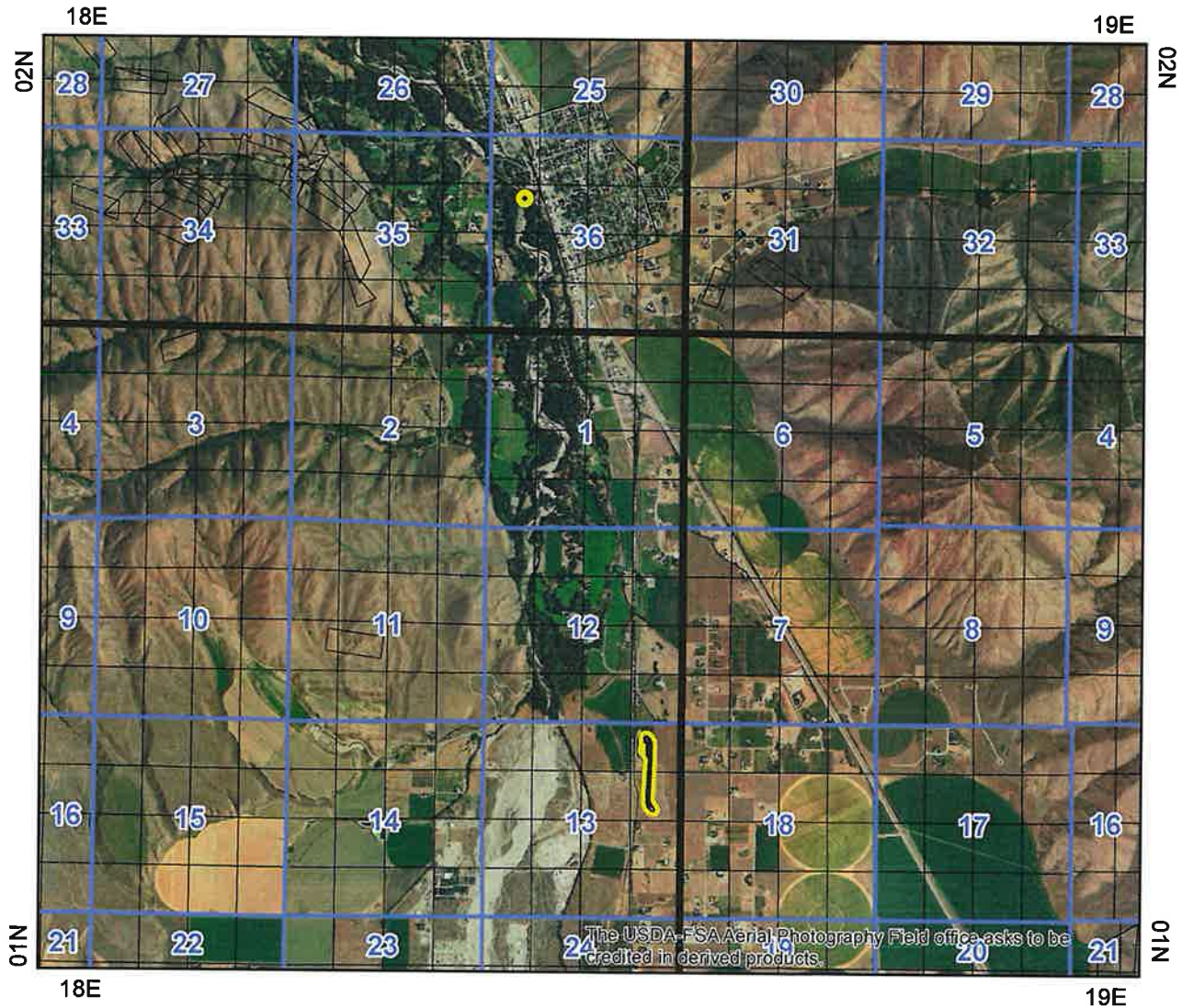


State of Idaho
Department of Water Resources

Water Right 37-21866

RECREATION STORAGE

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.5 1 2 Miles

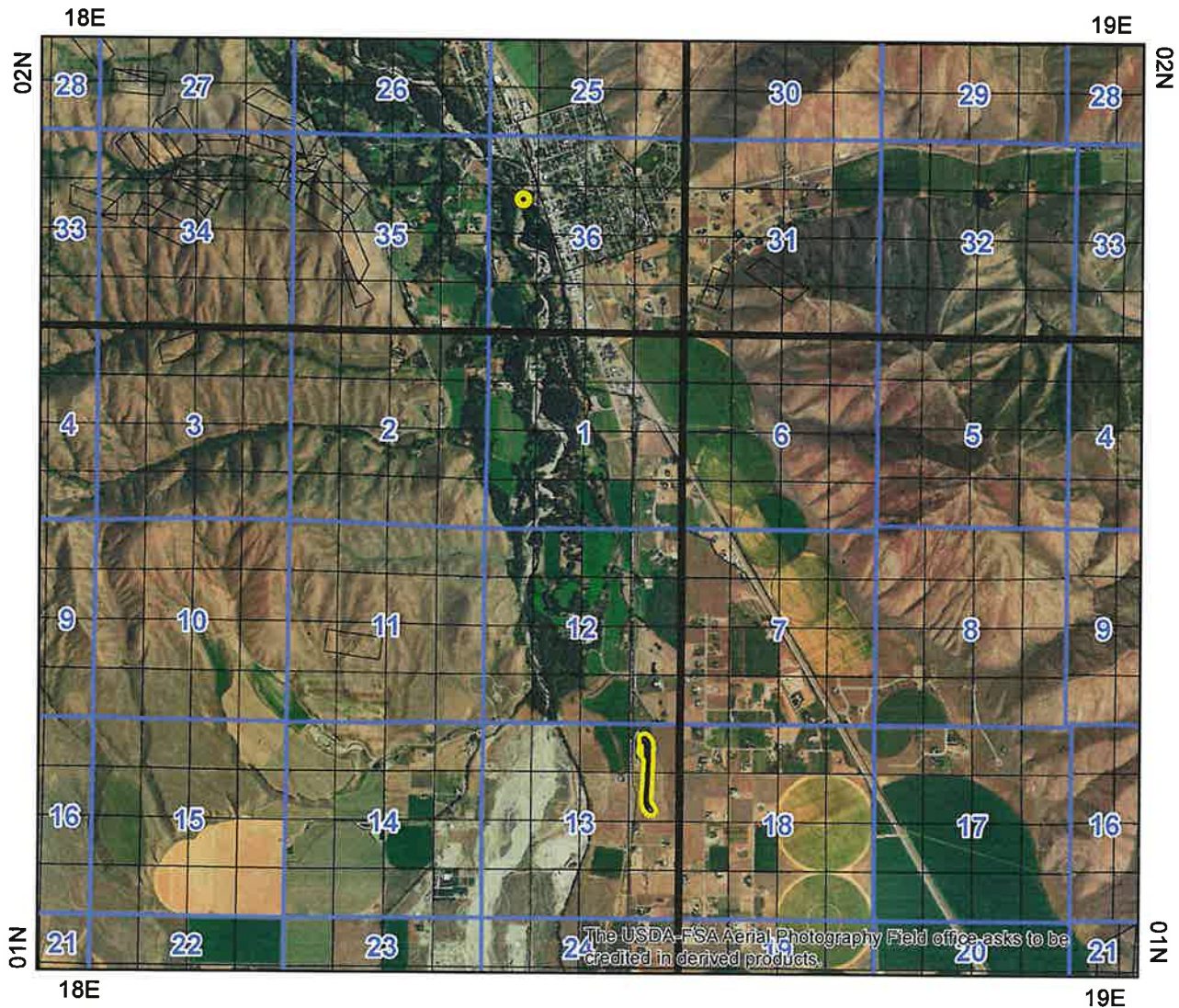


State of Idaho
Department of Water Resources

Water Right 37-21883

RECREATION STORAGE

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

0 0.5 1 2 Miles

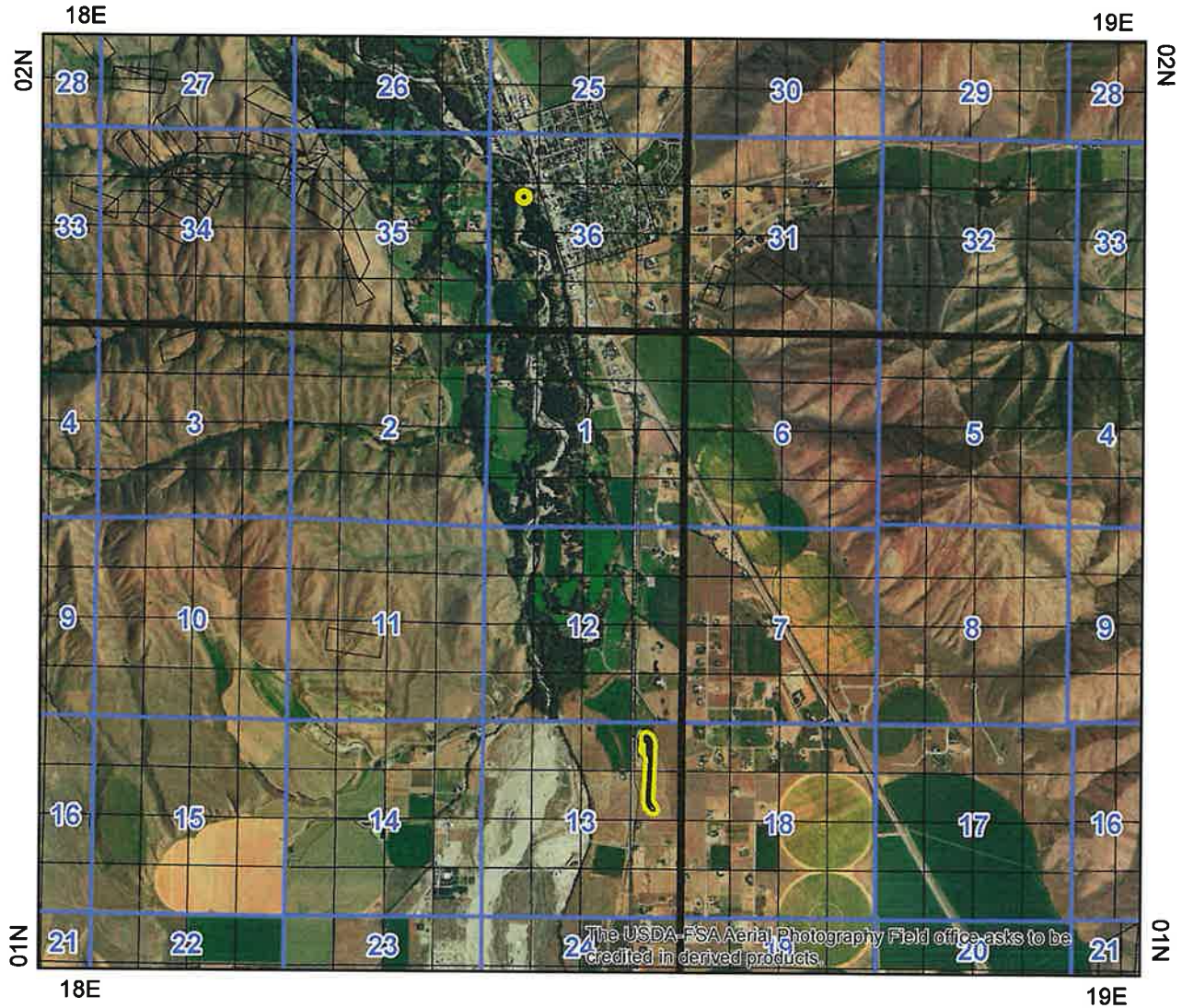


State of Idaho
Department of Water Resources

Water Right 37-21900

RECREATION STORAGE

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

0 0.5 1 2 Miles

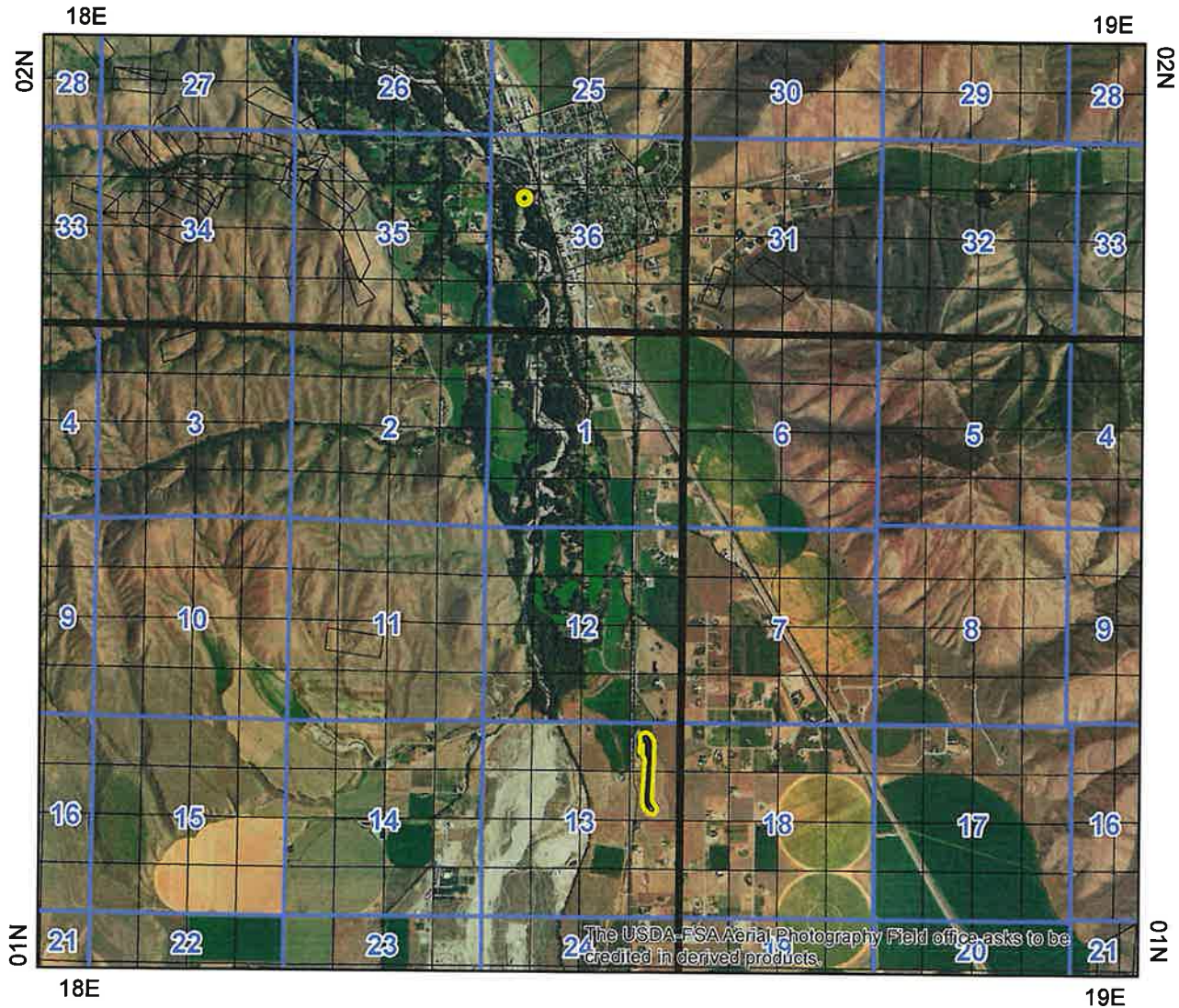


State of Idaho
Department of Water Resources

Water Right
37-21917

RECREATION STORAGE

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.5 1 2 Miles



Maline, Denise

From: Maline, Denise
Sent: Wednesday, February 16, 2022 9:32 AM
To: IdwrPayable
Subject: Refund Request - Brockway Engineering
Attachments: Refund Request - Brockway Engineering.pdf

Good morning,

Attached please find a refund request being submitted for processing. Please let me know if there are any questions.

Thank you,

Denise @ Southern

Idaho Department of Water Resources Receipt

Receipt ID: S039079

Payment Amount	\$150.00	Date Received	2/10/2022	Region	SOUTHERN
Payment Type	Check	Check Number	16800		
Payer	BROCKWAY ENGINEERING, PLLC				
Comments	CHANGE OF OWNERSHIP FROM: STEVE GOWER & TRACY DUNLAP TO: FLYING SQUIRREL PRODUCTIONS, LLC. (6) WR#S, 37-21842.				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$150.00	OWNERSHIP CHANGES/SECURITY INTERESTS	64140	0229	21		1155



Signature Line (Department Representative)

Ownership change was received from attorney James Speck on January 31, 2022 and processed on February 8, 2022. Ownership change received from Brockway Engineering is a duplicate filing.

Please issue a \$150.00 refund to:

Brockway Engineering PLLC
2016 N Washington St Ste 4
Twin Falls ID 83301-3082
(208) 736-8543

DM
2-16-2022



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 Gary Spackman

February 16, 2022

ZACH LATHAM
BROCKWAY ENGINEERING PLLC
2016 N WASHINGTON ST STE 4
TWIN FALLS ID 83301-3082

Re: Change in Ownership for Water Right No(s): 37-21842, 37-21849, 37-21866,
37-21883, 37-21900 and 37-21917 for Flying Squirrel Productions LLC

Dear Zach:

The Department received the Notice of Change in Water Right Ownership that you recently filed on behalf of Flying Squirrel Productions LLC. We are returning the Notice to you because it is a duplicate filing. This Notice was submitted and paid for on January 31, 2022 by attorney James Speck; and processed on February 8, 2022.

Please note, a refund request in the amount of \$150.00 has been submitted for processing and will arrive under separate cover.

If you have any questions regarding this matter, please contact me at (208) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Flying Squirrel Productions LLC (w/o enclosures)



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

FEB 10 2022

DEPT OF WATER RESOURCES
SOUTHERN REGION

February 8th, 2022

Mr. Corey Skinner
Idaho Department of Water Resources
650 Addison Ave W, Ste 500.
Twin Falls, ID 83301-3380

RE: Flying Squirrel Productions LLC; Notice of Change in Water Right Ownership.

Dear Corey,

Enclosed is a notice of change in water right ownership application filed in the name of Flying Squirrel Productions LLC which seeks to change ownership on the six water rights involved in recently approved water right transfer no. 84873. Also attached are the IDWR maps for the six rights, a copy of the purchase and sale agreement that was previously filed with the transfer application and a check for \$150.00 to cover the cost of the ownership change on all six rights.

Please copy our office on all correspondence regarding this notice of change in water right ownership application. Don't hesitate to give me a call should you have any further questions or comments.

Regards

Zach Latham, M.S., Hydrologist.

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

Enclosures: (1) Notice of Change in Water Right Ownership Application.
(6) IDWR Water Right Maps.
(1) Purchase and Sale Agreement.
(1) Brockway Engineering Check # 16000.

Cc: Flying Squirrel Productions LLC
Mr. Jim Speck

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506