

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
DEPT. OF WATER RESOURCES
SOUTHERN REGION

OCT 05 2020

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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
WR 51-12973	Yes ☐	Yes ☐	WR 51-12918	Yes ☐	Yes ☐
WR 51-12901	Yes ☐	Yes ☐	WR 51-12896A	Yes ☐	Yes ☐
WR 51-12905	Yes ☐	Yes ☐	WR 51-12957	Yes ☐	Yes ☐
WR 51-12917	Yes ☐	Yes ☐	WR 51-12972	Yes ☐	Yes ☐
WR 51-12908	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Bert's Summer Camp LLC & Ira's Summer Camp LLC, Tenants in Common
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Brackett Limited Partnership & Brackett Ranches Limited Partnership, Tenants in Common
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- P.O. Box 83 Twin Falls Idaho 83303-0083
Mailing address City State ZIP
208-733-2721 RKvanvig@idaho-law.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: 6/24/20; 9/1/2020; 9/15/20
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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 # 51-12896A

8. Signature: see attached General Partner for BLP September 22, 2020
Signature of new owner/claimant Title, if applicable Date
- Signature: see attached General Partner for BRLP September 22, 2020
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by SG Date 10/5/20 Receipt No. 5038184 Receipt Amt. 16225.00

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 LE Processed by LE Date 09/17/2021

Form 42-248/42-1409(6) Rev. 1/15

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WR 51-12908	Yes ☐	Yes ☐		Yes ☐	Yes ☐

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8. Signature: Bert Brackett General Partner for BLP September 22, 2020
 Signature of new owner/claimant Title, if applicable Date

Signature: Paula Brackett General Partner for BRLP BLP September 22, 2020
 Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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WR 51-12908	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Bart's Summer Camp LLC & Bart's Summer Camp LLC, Tenants in Common
Name of current water right holder/claimant
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New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
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8. Signature: [Signature] General Partner for BLP September 22, 2020
Signature of new owner/claimant Title, if applicable Date

Signature: [Signature] General Partner for BRLLP September 22, 2020
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 _____ Date _____

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned, Ira's Summer Camp, LLC, a Colorado Limited Liability Company, Grantor, of P.O. Box 1031, Dillon, Montana 59725, hereby grants unto Brackett Ranches Limited Partnership, Grantees, of 5331 Old Sullivan Rd., Homedale, ID 83628, all of its interest in the real property situated in Owyhee County, Idaho, and more particularly described on Exhibit A attached hereto:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes, assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

TOGETHER WITH all buildings and improvements thereon.

TOGETHER with any and all right, title and interest to range and grazing rights and to USDI-BLM grazing permit, preference and privileges, including any and all right, title and interest to the associated public lands range improvements within and adjacent to the administrative boundary known or commonly known as the Poison Butte Allotment, Jarbidge Field Office, Twin Falls Grazing District, Idaho, Bureau of Land Management, U.S. Department of the Interior, and including any and all right, title and interest to range water, water rights and privileges of every name, kind, character, and description appurtenant to and used in connection with said range and grazing rights, said grazing permit, preference, and privileges, and said range improvements.

TOGETHER with any and all right, title and interest to reservoirs, ditches or other rights of way authorized under various pre-1976 Federal Grants upon or across the public lands and national forest system lands, including any and all right, title and interest to water and water rights of every name, kind, character, and description appurtenant to and used in connection with said Grants.

TOGETHER with any and all water and water rights of any kind, name or nature, including but not limited to, the rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumps, pumping stations, stock water companies, and all other means for the diversion or use of water appurtenant to said legally described real property or any part thereof, for irrigation, stockwatering, domestic or any other use, together with all permits, certificates, proofs and other evidences of water rights or privileges filed and of record with the Division of Water Resources, State of Idaho, including Water Rights 51-115, 51-10202, 51-10344, 51-12884, 51-12747, 51-12970, 51-12968, 51-12904, 51-12969, 51-12971, 51-12973, 51-12901, 51-12905, 51-12917, 51-12908, 51-12918, 51-12896A, 51-12957, 51-12972.

TOGETHER with any interest to the Telecommunications Site Lease by and between Brackett Livestock, Inc., an Idaho corporation (lessor) and Rural Telephone Company, an Idaho Corporation (lessee), recorded October 22, 1984, as Instrument No. 182954, Owyhee County records, including any rent or lease payments paid after December 20, 2019.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

Grantor, for itself and its successors and assigns, expressly limits the covenants of this deed to those herein expressed, and warrants and covenants to Grantee only that prior to the execution of this deed, and except as to those encumbrances and conveyances made by Grantor which are included above, Grantor has not conveyed the above-described property, or any right, title or interest therein, to any person other than the Grantee, and that the above-described property is free from encumbrances done, made or suffered by the Grantor or any person claiming under it. Grantor, its successors and assigns, does hereby covenant with the Grantee, its successors and assigns, to warrant and defend the title to the premises hereby conveyed but only the express terms of this special warranty deed, against the claim of every person whatsoever, claiming by, through or under the said Grantor.

Except for the warranties of title contained herein and subject to limitations hereon contained in this conveyance, Grantees agree by acceptance of this Special Warranty Deed and its delivery and recording in Owyhee County, Idaho, that they expressly accept the property described above and all of its improvements, fixtures and appurtenances, "as is", "where is", and "with all faults" and without any warranty, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

This Special Warranty Deed is signed due to an inadvertence in the Special Warranty Deed signed on August 10, 2020, and recorded on September 1, 2020, Instrument #304623, which omitted the property described in Exhibit A attached hereto.

DATED EFFECTIVE this 15th day of September, 2020.

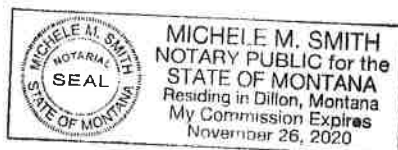
GRANTOR:

Ira's Summer Camp, LLC, A Colorado Limited Liability Company
By: Accruit Exchange Accommodation Services LLC, Manager

By Shanda Turner
Shanda Turner, Client Service Coordinator

STATE OF MONTANA)
) ss.
County of Beaverhead)

THIS INSTRUMENT was acknowledged this 15th day September, 2020, by Shanda Turner, Client Service Coordinator, of Accruit Exchange Accommodation Services LLC, Manager of Ira's Summer Camp, LLC, a Colorado Limited Liability Company.



Michael M. Smith
(Signature of Notary Public)

EXHIBIT "A"

The land referred to is an undivided 1/2 interest in the real property situated in Owyhee County, Idaho, and more particularly described as follows:

In Township 16 South, Range 11 East, Boise Meridian, Owyhee County, Idaho
Section 7: Northeast Quarter of the Southwest Quarter, Southeast Quarter of the
Northwest Quarter

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned, Bert's Summer Camp, LLC, a Colorado Limited Liability Company, Grantor, of P.O. Box 1031, Dillon, Montana 59725, hereby grants unto Brackett Limited Partnership, Grantees, of 48331 Three Creek Highway, Rogerson, Idaho 83302, all of its interest in the real property situated in Owyhee County, Idaho, and more particularly described on Exhibit A attached hereto:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes, assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

TOGETHER WITH all buildings and improvements thereon.

TOGETHER with any and all right, title and interest to range and grazing rights and to USDI-BLM grazing permit, preference and privileges, including any and all right, title and interest to the associated public lands range improvements within and adjacent to the administrative boundary known or commonly known as the Poison Butte Allotment, Jarbidge Field Office, Twin Falls Grazing District, Idaho, Bureau of Land Management, U.S. Department of the Interior, and including any and all right, title and interest to range water, water rights and privileges of every name, kind, character, and description appurtenant to and used in connection with said range and grazing rights, said grazing permit, preference, and privileges, and said range improvements.

TOGETHER with any and all right, title and interest to reservoirs, ditches or other rights of way authorized under various pre-1976 Federal Grants upon or across the public lands and national forest system lands, including any and all right, title and interest to water and water rights of every name, kind, character, and description appurtenant to and used in connection with said Grants.

TOGETHER with any and all water and water rights of any kind, name or nature, including but not limited to, the rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumps, pumping stations, stock water companies, and all other means for the diversion or use of water appurtenant to said legally described real property or any part thereof, for irrigation, stockwatering, domestic or any other use, together with all permits, certificates, proofs and other evidences of water rights or privileges filed and of record with the Division of Water Resources, State of Idaho, including Water Rights 51-115, 51-10202, 51-10344, 51-12884, 51-12747, 51-12970, 51-12968, 51-12904, 51-12969, 51-12971, 51-12973, 51-12901, 51-12905, 51-12917, 51-12908, 51-12918, 51-12896A, 51-12957, 51-12972.

TOGETHER with any interest to the Telecommunications Site Lease by and between Brackett Livestock, Inc., an Idaho corporation (lessor) and Rural Telephone Company, an Idaho Corporation (lessee), recorded October 22, 1984, as Instrument No. 182954, Owyhee County records, including any rent or lease payments paid after December 20, 2019.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

Grantor, for itself and its successors and assigns, expressly limits the covenants of this deed to those

herein expressed, and warrants and covenants to Grantee only that prior to the execution of this deed, and except as to those encumbrances and conveyances made by Grantor which are included above, Grantor has not conveyed the above-described property, or any right, title or interest therein, to any person other than the Grantee, and that the above-described property is free from encumbrances done, made or suffered by the Grantor or any person claiming under it. Grantor, its successors and assigns, does hereby covenant with the Grantee, its successors and assigns, to warrant and defend the title to the premises hereby conveyed but only the express terms of this special warranty deed, against the claim of every person whatsoever, claiming by, through or under the said Grantor.

Except for the warranties of title contained herein and subject to limitations hereon contained in this conveyance, Grantees agree by acceptance of this Special Warranty Deed and its delivery and recording in Owyhee County, Idaho, that they expressly accept the property described above and all of its improvements, fixtures and appurtenances, "as is", "where is", and "with all faults" and without any warranty, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

This Special Warranty Deed is signed due to an inadvertence in the Special Warranty Deed signed on June 23, 2020, and recorded on June 24, 2020, Instrument #303790, which omitted the property described in Exhibit A attached hereto.

DATED EFFECTIVE this 15th day of September, 2020.

GRANTOR:

Bert's Summer Camp, LLC, A Colorado Limited Liability Company
By: Accruit Exchange Accommodation Services LLC, Manager

By Shanda Turner
Shanda Turner, Client Service Coordinator

STATE OF MONTANA)
) ss.
County of Beaverhead)

THIS INSTRUMENT was acknowledged this 15th day September, 2020, by Shanda Turner, Client Service Coordinator, of Accruit Exchange Accommodation Services LLC, Manager of Bert's Summer Camp, LLC, a Colorado Limited Liability Company.

Michele M. Smith
(Signature of Notary Public)

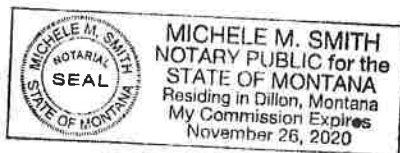


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In Township 16 South, Range 11 East, Boise Meridian, Owyhee County, Idaho
Section 7: Northeast Quarter of the Southwest Quarter, Southeast Quarter of the
Northwest Quarter

11/11/2020 09:01 AM
ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

2

Instrument # 304623
MURPHY, OWYHEE, IDAHO
2020-09-01 02:10:10 No. of Pages: 4
Recorded for: TITLEONE - TWIN FALLS
ANGELA BARKELL Fee: \$15.00
Ex-Officio Recorder Deputy: map
Index To: DEED WARRANTY
Electronically Recorded by Simplifile

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned, Ira's Summer Camp, LLC, a Colorado Limited Liability Company, Grantor, of P.O. Box 1031, Dillon, Montana 59725, hereby grants unto Brackett Ranches Limited Partnership, Grantees, of 5331 Old Sullivan Rd., Homedale, ID 83628, all of its interest in the real property situated in Owyhee County, Idaho, and more particularly described on Exhibit A attached hereto:

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TOGETHER WITH all buildings and improvements thereon.

TOGETHER with any and all right, title and interest to range and grazing rights and to USDI-BLM grazing permit, preference and privileges, including any and all right, title and interest to the associated public lands range improvements within and adjacent to the administrative boundary known or commonly known as the Poison Butte Allotment, Jarbidge Field Office, Twin Falls Grazing District, Idaho, Bureau of Land Management, U.S. Department of the Interior, and including any and all right, title and interest to range water, water rights and privileges of every name, kind, character, and description appurtenant to and used in connection with said range and grazing rights, said grazing permit, preference, and privileges, and said range improvements.

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TOGETHER with any and all water and water rights of any kind, name or nature, including but not limited to, the rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumps, pumping stations, stock water companies, and all other means for the diversion or use of water appurtenant to said legally described real property or any part thereof, for irrigation, stockwatering, domestic or any other use, together with all permits, certificates, proofs and other evidences of water rights or privileges filed and of record with the Division of Water Resources, State of Idaho, including Water Rights 51-115, 51-10202, 51-10344, 51-12884, 51-12747, 51-12970, 51-12968, 51-12904, 51-12969, 51-12971, 51-12973, 51-12901, 51-12905, 51-12917, 51-12908, 51-12918, 51-12896A, 51-12957, 51-12972.

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Grantor, for itself and its successors and assigns, expressly limits the covenants of this deed to those herein expressed, and warrants and covenants to Grantee only that prior to the execution of this deed, and except as to those encumbrances and conveyances made by Grantor which are included above, Grantor has not conveyed the above-described property, or any right, title or interest therein, to any person other than the Grantee, and that the above-described property is free from encumbrances done, made or suffered by the Grantor or any person claiming under it. Grantor, its successors and assigns, does hereby covenant with the Grantee, its successors and assigns, to warrant and defend the title to the premises hereby conveyed but only the express terms of this special warranty deed, against the claim of every person whatsoever, claiming by, through or under the said Grantor.

Except for the warranties of title contained herein and subject to limitations hereon contained in this conveyance, Grantees agree by acceptance of this Special Warranty Deed and its delivery and recording in Owyhee County, Idaho, that they expressly accept the property described above and all of its improvements, fixtures and appurtenances, "as is", "where is", and "with all faults" and without any warranty, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

DATED EFFECTIVE this 10th day of August, 2020.

GRANTOR:

Ira's Summer Camp, LLC, A Colorado Limited Liability Company
By: Accruit Exchange Accommodation Services LLC, Manager

By Shanda Turner
Shanda Turner, Client Service Coordinator

STATE OF MONTANA)
) ss.
County of Beaverhead)

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Michele M. Smith
(Signature of Notary Public)

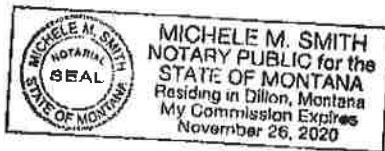


EXHIBIT "A"

The land referred to is an undivided 1/2 interest in the real property situated in Owyhee County, Idaho, and more particularly described as follows:

Parcel 1:

In Township 15 South, Range 11 East, Boise Meridian, Owyhee County, Idaho:

Section 29: East Half of the Southwest Quarter, Southeast Quarter

Section 32: East Half, East Half of the Northwest Quarter, Northeast Quarter of the Southwest Quarter

EXCEPTING THEREFROM the following described parcels:

Parcel A: BEGINNING at a point which bears North 47° 43' East 843.4 feet from the quarter corner common to Section 32, Township 15 South, Range 11 East, Boise Meridian, Owyhee County, Idaho and Section 5 Township 16 South, Range 11 East, Boise Meridian, Owyhee County, Idaho; thence North 8° 26' East 211.5 feet; thence South 80° 38' East 411.7 feet; thence South 8° 25' West 211 feet; thence North 80° 39' West 411.6 feet to the PLACE OF BEGINNING.

Parcel B: COMMENCING at the South Quarter corner of Section 32, Township 15 South, Range 11 East, Boise Meridian, Owyhee County, Idaho; thence North 67° 07'31" East, 723.68 feet to the REAL POINT OF BEGINNING, which lies South 40° 02'12" West 3075.35 feet from the East Quarter corner of Section 32; thence South 84° 28'15" East, 321.16 feet; thence South 09° 20'35" West, 210.59 feet; thence North 81° 19'01" West, 259.93 feet; thence North 08° 08'13" West, 201.53 feet, to the REAL POINT OF BEGINNING.

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ALSO EXCEPTING THEREFROM the Three Creek Road Right of Ways as Granted to the Three Creek Good Roads District, as described in the Bargain and Sale Deed recorded August 18, 1968 in Book 61 of Deeds, page 299 and the Easement document recorded August 11, 1968 in Book 61 of Deeds, page 275, Owyhee County records.

Parcel 2:

In Township 16 South, Range 10 East, Boise Meridian, Owyhee County, Idaho

Section 24: Northeast Quarter of the Northeast Quarter

Parcel 3:

In Township 16 South, Range 11 East, Boise Meridian, Owyhee County, Idaho

Section 5: Northeast Quarter of the Northeast Quarter

Section 6: East Half of the Southwest Quarter

Section 7: Southwest Quarter of the Northeast Quarter, West Half of the Southeast Quarter, Northeast Quarter of the Northwest Quarter, and Government Lots 1, 2, 3 and 4

Section 18: West Half of the East Half, East Half of the West Half, Government Lots 1, 2, 3 and 4

Section 19: Government Lot 1

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

Instrument # 303790
MURPHY, OWYHEE, IDAHO
2020-06-24 02:29:40 No. of Pages: 5
Recorded for: TITLEONE - TWIN FALLS
ANGELA BARKELL Fee: \$15.00
Ex-Officio Recorder Deputy: map
Index To: DEED WARRANTY
Electronically Recorded by Simplifile

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned, Bert's Summer Camp, LLC, a Colorado Limited Liability Company, Grantor, of P.O. Box 1031, Dillon, Montana 59725, hereby grants unto Brackett Limited Partnership, Grantees, of 48331 Three Creek Highway, Rogerson, Idaho 83302, all of its interest in the real property situated in Owyhee County, Idaho, and more particularly described on Exhibit A attached hereto:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes, assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

TOGETHER WITH all buildings and improvements thereon.

TOGETHER with any and all right, title and interest to range and grazing rights and to USDI-BLM grazing permit, preference and privileges, including any and all right, title and interest to the associated public lands range improvements within and adjacent to the administrative boundary known or commonly known as the Poison Butte Allotment, Jarbidge Field Office, Twin Falls Grazing District, Idaho, Bureau of Land Management, U.S. Department of the Interior, and including any and all right, title and interest to range water, water rights and privileges of every name, kind, character, and description appurtenant to and used in connection with said range and grazing rights, said grazing permit, preference, and privileges, and said range improvements.

TOGETHER with any and all right, title and interest to reservoirs, ditches or other rights of way authorized under various pre-1976 Federal Grants upon or across the public lands and national forest system lands, including any and all right, title and interest to water and water rights of every name, kind, character, and description appurtenant to and used in connection with said Grants.

TOGETHER with any and all water and water rights of any kind, name or nature, including but not limited to, the rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumps, pumping stations, stock water companies, and all other means for the diversion or use of water appurtenant to said legally described real property or any part thereof, for irrigation, stockwatering, domestic or any other use, together with all permits, certificates, proofs and other evidences of water rights or privileges filed and of record with the Division of Water Resources, State of Idaho, including Water Rights 51-115, 51-10202, 51-10344, 51-12884, 51-12747, 51-12970, 51-12968, 51-12904, 51-12969, 51-12971, 51-12973, 51-12901, 51-12905, 51-12917, 51-12908, 51-12918, 51-12896A, 51-12957, 51-12972.

TOGETHER with any interest to the Telecommunications Site Lease by and between Brackett Livestock, Inc., an Idaho corporation (lessor) and Rural Telephone Company, an Idaho Corporation (lessee), recorded October 22, 1984, as Instrument No. 182954, Owyhee County

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records, including any rent or lease payments paid after December 20, 2019.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

a)

Grantor, for itself and its successors and assigns, expressly limits the covenants of this deed to those herein expressed, and warrants and covenants to Grantee only that prior to the execution of this deed, and except as to those encumbrances and conveyances made by Grantor which are included above, Grantor has not conveyed the above-described property, or any right, title or interest therein, to any person other than the Grantee, and that the above-described property is free from encumbrances done, made or suffered by the Grantor or any person claiming under it. Grantor, its successors and assigns, does hereby covenant with the Grantee, its successors and assigns, to warrant and defend the title to the premises hereby conveyed but only the express terms of this special warranty deed, against the claim of every person whatsoever, claiming by, through or under the said Grantor.

Except for the warranties of title contained herein and subject to limitations hereon contained in this conveyance, Grantees agree by acceptance of this Special Warranty Deed and its delivery and recording in Owyhee County, Idaho, that they expressly accept the property described above and all of its improvements, fixtures and appurtenances, "as is", "where is", and "with all faults" and without any warranty, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

DATED EFFECTIVE this 19th day of June, 2020.

GRANTOR:

Bert's Summer Camp, LLC, A Colorado Limited Liability Company
By: Accruit Exchange Accommodation Services LLC,
Manager

By Shanda Turner
Shanda Turner, Client Service Coordinator

STATE OF MONTANA)
) ss.
County of Beaverhead)

THIS INSTRUMENT was acknowledged this 23rd day June, 2020, by Shanda Turner, Client Service Coordinator, of Accruit Exchange Accommodation Services LLC, Manager of Bert's

Summer Camp, LLC, a Colorado Limited Liability Company.


(Signature of Notary Public)

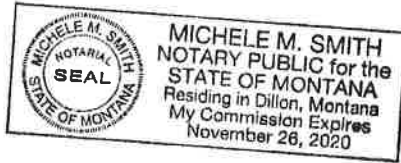


EXHIBIT "A"

The land referred to is an undivided 1/2 interest in the real property situated in Owyhee County, Idaho, and more particularly described as follows:

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State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

September 17, 2021

BRACKETT LIMITED PARTNERSHIP
BRACKETT RANCHES LIMITED PARTNERSHIP
PO BOX 83
TWIN FALLS ID 83303-0083

Re: Change in Ownership for Water Right No(s):

**51-115, 51-10202, 51-10344, 51-12747, 51-12884, 51-12896A, 51-12901,
51-12904, 51-12905, 51-12908, 51-12917, 51-12918, 51-12957, 51-12968,
51-12969, 51-12970, 51-12971, 51-12972, 51-12973**

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) 334-2190.

Sincerely,

Lynne Evans
Office Specialist II

Enclosure(s)

RECEIVED

OCT 09 2020

Brackett Limited Partnership 48331 Three Creek Highway Rogerson, Idaho 83302	Brackett Ranches Limited Partnership 5331 Old Sullivan Road Homedale, Idaho 83628
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WATER RESOURCES
WESTERN REGION

September 22, 2020

RECEIVED

OCT 05 2020

DEPT OF WATER RESOURCES
SOUTHERN REGION

IDWR Southern Region
650 Addison Ave. West, Suite 500
Twin Falls, Idaho 83301-5858

Dear IDWR:

We attach to this letter our Notices of Change in Water Right Ownership, including the required fee.

We also request that in approving these changes of ownership that you remove *McQuaid Bedford & Van Zandt LLP* as the "Attorney" of record on each of the water rights and replace them with:

Russell G. Kvanvig, Esq.
Stephan, Kvanvig, Stone & Trainor
102 Main Ave. South
P.O. Box 83
Twin Falls, Idaho 83303-0083
Telephone: 208-733-2721

Thank you. If you have any questions, please call Bert Brackett at 208-857-2217.

Sincerely,

Brackett Limited Partnership
Brackett Ranches Limited Partnership

by 

Attachments

cc: Russell G. Kvanvig, Esq. w/ Attachments via email
102 Main Ave. South
P.O. Box 83
Twin Falls, Idaho 83303-0083
Telephone: 208-733-2721