

MAR 17 2021

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment 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 #6 of the instructions. **DB ✓**

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
22-7229 ✓	Yes ☒	Yes ☐		Yes ☐	Yes ☐
22-11422 ✓	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Ruby Kunz
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Teton Rainbow Ranches Inc
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 7215 S. 4500 W. Victor 10 83455
Mailing address City State ZIP
- 208-709-5674 jkd kunz @ live . 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: 10 - 26 - 2020
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.
8. Signature: [Signature] Pres. 3-17-2021
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by m. pottis Date 3-17-21 Receipt No. E046744 Receipt Amt. 200.00

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 JC Date 10/14/2021



RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

Instrument # 263474

TETON COUNTY, IDAHO
10-26-2020 15:34:00 No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - DRIGGS
KIM KEELEY Fee: \$16.00
Ex-Officio Recorder Deputy, Kim Keeley
Index to: DEED, WARRANTY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **925969-T (cm)**

Date: **October 25, 2020**

For Value Received, **Michael Kunz, Trustee of The Ruby B Kunz Family Trust**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Teton Rainbow Ranches, Inc.**, hereinafter called the Grantee, whose current address is **7215 S 4500 W, Victor, ID 83455**, the following described premises, situated in **Teton County, Idaho**, to-wit:

PART OF THE SOUTHEAST QUARTER SOUTHWEST QUARTER AND PART OF GOVERNMENT LOT 4 OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 45 E., B.M. TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:
FROM THE SOUTH QUARTER CORNER OF SAID SECTION 30, N 89°26'38"W, 506.80 FEET TO THE POINT OF BEGINNING;
THENCE N 89°26'38"W, 1644.24 FEET TO A POINT ON THE BOUNDARY OF LOT 21 OF THE SYRINGA PARK SUBDIVISION FIRST ADDITION, INST. # 97731;
THENCE N 43°51'11"W, 727.91 FEET ALONG SAID BOUNDARY TO A POINT ON THE WEST SECTION LINE OF SAID SECTION 30;
THENCE N 00°10'16"E, 480.00 FEET ALONG THE WEST LINE OF SAID SECTION 30 TO A POINT ON THE CENTERLINE OF COUNTY ROAD W 5750S;
THENCE N 89°38'21"E, 221.79 FEET ALONG SAID COUNTY ROAD TO A POINT;
THENCE N 76°09'06"E, 108.92 FEET ALONG SAID COUNTY ROAD TO A POINT;
THENCE N 67°42'34"E, 216.68 FEET ALONG SAID COUNTY ROAD TO A POINT;
THENCE N 67°42'33"E, 74.00 FEET ALONG SAID COUNTY ROAD TO A POINT;
THENCE N 57°30'09"E, 326.74 FEET ALONG SAID COUNTY ROAD TO A POINT;
THENCE S 89°27'39"E, 1785.39 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF SOUTHWEST QUARTER OF SAID SECTION 30;
THENCE S 00°09'19"W, 710.00 FEET ALONG THE EAST LINE OF THE SOUTH HALF SOUTHWEST QUARTER OF SAID SECTION 30 TO A POINT;
THENCE WEST 175.18 FEET TO A POINT;
THENCE S 36°00'00"W, 230.21 FEET TO A POINT;
THENCE S 25°10'35"W, 465.29 FEET TO THE POINT OF BEGINNING.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the 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

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

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SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the 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

Date: **10/25/2020**

Warranty Deed
- continued

File No.: **925969-T (cm)**

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.

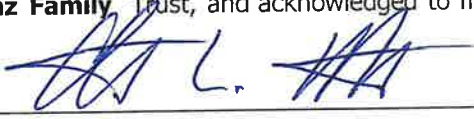
The Ruby B Kunz Family Trust,


Michael Kunz, Trustee

STATE OF Idaho)
ss.
COUNTY OF Teton)

On this 26th day of **October, 2020**, before me, a Notary Public in and for said State, personally appeared **Michael Kunz**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the **Ruby B Kunz Family Trust**, and acknowledged to me that he executed the same as such Trustee.




Notary Public of Idaho
Residing at: Prims
Commission Expires: 7-10-2024

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Moulton Law Office
P.O. Box 631 / 60 E. Wallace Ave.
Driggs, ID 83422

(Space Above For Recorder's Use)

MUTUAL CROSS-ACCESS IRRIGATION EASEMENT AGREEMENT

26th This Mutual Cross-Access Irrigation Easement ("Agreement") is made effective this day of October 2020, by and between the following parties: **The Ruby B. Kunz Family Trust, c/o Michael Grant Kunz, Trustee**, of 6120 South 4500 West, Victor, ID 83455; **Timothy R. Phillips and Jennifer M. Phillips**, husband and wife, of P.O. Box 137 Victor, ID 83455; and **Michael Grant Kunz and Marcia Kunz**, husband and wife, of 6120 South 4500 West, Victor, ID 83455.

Each party is both known individually, and sometimes collectively as the case may be, as a grantor(s) ("Grantor(s)"), and each individual is also known individually, and sometimes collectively as the case may be, as both a grantee(s) ("Grantee(s)"). The Grantor(s) and Grantee(s) may be collectively referred to as the parties.

RECITALS:

A. Grantor and Grantee The Ruby B. Kunz Family Trust is the owner of that certain property in Teton County, Idaho, identified as Parcel 1A and is more fully described as follows:

PART OF THE SOUTHEAST QUARTER SOUTHWEST QUARTER AND PART OF
GOVERNMENT LOT 4 OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 45 E., B.M. TETON
COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:
FROM THE SOUTH QUARTER CORNER OF SAID SECTION 30, N 89°26'38"W, 506.80
FEET TO THE POINT OF BEGINNING;
THENCE N 89°26'38"W, 1644.24 FEET TO A POINT ON THE BOUNDARY OF LOT 21 OF
THE SYRINGA PARK SUBDIVISION FIRST ADDITION, INST. # 97731;
THENCE N 43°51'11"W, 727.91 FEET ALONG SAID BOUNDARY TO A POINT ON THE
WEST SECTION LINE OF SAID SECTION 30;
THENCE N 00°10'16"E, 480.00 FEET ALONG THE WEST LINE OF SAID SECTION 30 TO A
POINT ON THE CENTERLINE OF COUNTY ROAD W 5750S;
THENCE N 89°38'21"E, 221.79 FEET ALONG SAID COUNTY ROAD TO A POINT;
THENCE N 76°09'06"E, 108.92 FEET ALONG SAID COUNTY ROAD TO A POINT;
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THENCE N 57°30'09"E, 326.74 FEET ALONG SAID COUNTY ROAD TO A POINT;
THENCE S 89°27'39"E, 1785.39 FEET TO THE NORTHEAST CORNER OF THE SOUTH
HALF SOUTHWEST QUARTER OF SAID SECTION 30;
THENCE S 00°09'19"W, 710.00 FEET ALONG THE EAST LINE OF THE SOUTH HALF
SOUTHWEST QUARTER OF SAID SECTION 30 TO A POINT;
THENCE WEST 175.18 FEET TO A POINT;

RECORDING REQUESTED BY AND
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Each party is both known individually, and sometimes collectively as the case may be, as a grantor(s) ("Grantor(s)"), and each individual is also known individually, and sometimes collectively as the case may be, as both a grantee(s) ("Grantee(s)"). The Grantor(s) and Grantee(s) may be collectively referred to as the parties.

RECITALS:

A. Grantor and Grantee The Ruby B. Kunz Family Trust is the owner of that certain property in Teton County, Idaho, identified as Parcel 1A and is more fully described as follows:

PART OF THE SOUTHEAST QUARTER SOUTHWEST QUARTER AND PART OF
GOVERNMENT LOT 4 OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 45 E., B.M. TETON
COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:
FROM THE SOUTH QUARTER CORNER OF SAID SECTION 30, N 89°26'38"W, 506.80
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THENCE N 76°09'06"E, 108.92 FEET ALONG SAID COUNTY ROAD TO A POINT;
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THENCE N 67°42'33"E, 74.00 FEET ALONG SAID COUNTY ROAD TO A POINT;
THENCE N 57°30'09"E, 326.74 FEET ALONG SAID COUNTY ROAD TO A POINT;
THENCE S 89°27'39"E, 1785.39 FEET TO THE NORTHEAST CORNER OF THE SOUTH
HALF SOUTHWEST QUARTER OF SAID SECTION 30;
THENCE S 00°09'19"W, 710.00 FEET ALONG THE EAST LINE OF THE SOUTH HALF
SOUTHWEST QUARTER OF SAID SECTION 30 TO A POINT;
THENCE WEST 175.18 FEET TO A POINT;

THENCE S 36°00'00"W, 230.21 FEET TO A POINT;
THENCE S 25°10'35"W, 465.29 FEET TO THE POINT OF BEGINNING.

CONTAINS 68.21 ACRES.

B. Grantor and Grantee Timothy R. Phillips and Jennifer M. Phillips, husband and wife, are the owners of that certain property in Teton County, Idaho, identified as Parcel 2A and is more fully described as follows:

PART OF THE SOUTHEAST QUARTER SOUTHWEST QUARTER SECTION 30,
TOWNSHIP 4 NORTH, RANGE 45 E., B.M. TETON COUNTY, IDAHO, BEING FURTHER
DESCRIBED AS:
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30, N
89°26'38"W, 506.80 FEET ALONG THE SOUTH LINE OF SAID SECTION 30 TO A POINT;
THENCE N 25°10'35"E, 465.29 FEET TO A POINT;
THENCE N 36°00'00"E, 230.21 FEET TO A POINT
THENCE EAST 175.18 FEET TO THE EAST LINE OF SAID SECTION 30;
THENCE S 00°09'19"W, 612.26 FEET THE POINT OF BEGINNING.

CONTAINS 5.01 ACRES.

C. Grantor and Grantee Michael Grant Kunz and Marcia Kunz, husband and wife, are the owners of that certain property in Teton County, Idaho, identified as the "Michael Kunz Parcel" and is more fully described as follows:

The Northeast Quarter of the Northwest Quarter of Section 31, Township 4,
Range 45, E.B.M.

D. Grantors desires to grant and impress upon the properties inclusive (identified as **Parcel 1A**, **Parcel 2A**, and the **Michael Kunz Parcel** above), certain covenants, rights-of-way and restrictions regarding the use, access and maintenance which shall inure to the benefit of and be binding upon the successors and assigns of Grantors.

E. The parties mutually desire to grant as Grantors and the parties mutually desire to receive as Grantees an irrigation easement solely for the following purposes and no other: 1) an irrigation waterline easement upon the property described as follows:

("Irrigation Easement")

A 20-foot-wide irrigation easement for installation and maintenance for a buried and/or surface on the ground a pressure irrigation line or other irrigation system lying along the North line of the Northwest quarter of Section 31, and the South line of the Southwest quarter of Section 30, Township 4 North, Range 45 E, B.M. Teton County, Idaho, being further described as:

From the Southwest corner of said Section 30 S 89°26'38"E, 505.88 feet along the South line of said Section 30 and South 4.5 feet to the centerline of the irrigation easement and the buried irrigation pipeline, being the point of beginning;

Thence S89°26'38"E, 2100 feet along the centerline of said 20 foot wide irrigation easement to County Road S4500W.

for the irrigating and delivery of water to agricultural crops or landscaping located on any of the properties identified as **Parcel 1A, Parcel 2A, and the Michael Kunz Parcel** above; and 2) the right to construct and maintain pipelines to facilitate the circulation of water to and from the properties identified as **Parcel 1A, Parcel 2A, and the Michael Kunz Parcel** above, under the terms and conditions outlined hereafter.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The parties hereto repeat herein by this reference Paragraphs "A" through "E" above, inclusive, as if said Paragraphs were set forth hereat in full.
2. **Grant.** Grantors hereby grant Grantees a non-exclusive perpetual irrigation easement over, on, across, and through the Grantors' Property an irrigation and waterline easement in the location depicted on the Irrigation Easement. By this grant of easement, no water rights are created, destroyed, or transferred hereby. Further, the parties agree to abide by any water or pipeline company bylaws and/or agreements pertaining to appurtenant water rights.
3. **Purpose of Easement.** The Easements created hereby shall be used for the following purposes and no other: 1) an irrigation and waterline easement upon the Irrigation Easement, for the irrigating and delivery of water to agricultural crops or landscaping located on any of the properties identified as **Parcel 1A, Parcel 2A, and the Michael Kunz Parcel** above; and 2) the right to construct and maintain pipelines to facilitate the circulation of water to and from the properties identified as **Parcel 1A, Parcel 2A, and the Michael Kunz Parcel** above.
4. **Consideration.** In consideration for the Easements created hereby, Grantees shall pay Grantors or its successor \$10.00 and other good and valuable consideration.
5. **Binding on Successors.** The Irrigation Easement created hereby, and the vacation of any previously existing easements (if any), shall be recorded in the official records of Teton County, State of Idaho, and shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto and shall run with the land.
6. **Irrigation Infrastructure Maintenance.** Any costs incurred for normal maintenance or major capital improvements of the irrigation pipeline within the Irrigation Easement shall be a burden upon the owners, successors, or assigns of Parcel 1, Parcel 2, and the Michael Kunz Parcel with a lien therefore against any parcel for which such costs have to be paid by the owner or owners of any such parcel. Said costs shall be shared in proportion to the number of acres of each of the above-described parcel. Any such lien shall attach upon the filing and recording of an

affidavit by the owners of any two or more remaining parcels which are subject to and liable for such costs. Such affidavit shall set for the description of the parcel against which the lien is claimed, whether the expenditure is for normal maintenance or for major capital improvements, the total amount of the expenditure, the portion attributable to such parcel or property, and the dates or dates of such expenditures. A copy of such affidavit shall be sent to the owner or owners of such parcel against which the lien is claimed by regular mail, with postage prepaid, at the last known address of such owner or owners.

7. **Counterparts.** This Agreement may be executed in counterparts, each part being considered an original document, all parts being but one document.

8. **Indemnification.**

8.1 The Grantee(s) agrees to indemnify, defend and hold the Grantor(s), and its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expense that arise from their respective use or use by their respective customers, agents, invitees, or representatives of the Irrigation Easement.

8.2 The Grantor(s) agrees to indemnify, defend and hold the Grantee(s), and its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expense that arise from their respective use or use by their respective customers, agents, invitees, or representatives of the Irrigation Easement.

9. **Remedies.** In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements.

10. **Easement Obstructions.** No fence, building, or other barrier shall be erected or permitted within or across the respective Irrigation Easement which would prevent or obstruct the construction, maintenance, or passage of irrigation equipment.

11. **Notices.** All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is (i) delivered to the party intended, (ii) delivered to the then current address of the party intended, or (iii) rejected at the then current address of the party intended, provided such writing was sent prepaid. Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first written above.

GRANTOR/GRANTEE:

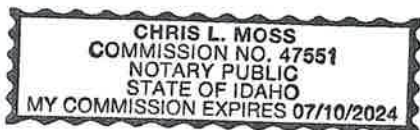
By 
Michael Kunz, Trustee
The Ruby B. Kunz Family Trust

STATE OF IDAHO)

) ss.
County of Teton)

On this 26th day of October, 2020, before me Chris L. Moss,
personally appeared Michael Grant Kunz, known or identified to me (or proved to me on the
oath of _____), to be the trustee whose name is subscribed to the
within instrument, and acknowledged to me that he executed the same on behalf of **The Ruby B.
Kunz Family Trust**.

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




NOTARY PUBLIC FOR Idaho
Residing at Duigg
My Commission Expires 7-10-2024

By
Timothy R. Phillips

By
Jennifer M. Phillips

County of Teton)
On this 26th day of October, 2020, before me Chris L. Moss,
personally appeared Timothy R. Phillips and Jennifer M. Phillips, known or identified to me (or
proved to me on the oath of _____), to be the person(s) whose
name(s) are subscribed to the within instrument, and acknowledged to me that they executed the
same.

Notary Public for the State of Idaho
 My Commission Expires 7-10-2024



By Michael Grant Kunz
Michael Grant Kunz

By Marcia Kunz
Marcia Kunz

STATE OF IDAHO)
) ss.
County of Teton)

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

ritten. 
 NOTARY PUBLIC FOR Idaho
 Residing at Driggs
 My Commission Expires 7-10-2024





State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718
Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

June 14, 2021

TETON RAINBOW RANCHES INC
7215 S 4500 W
VICTOR ID 83455-5301

Re: Change in Water Right Ownership: 22-7229 (Split into 22-7229 and 14409) and 22-11422 (Split into 22-11422 and 14410)

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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 Barg
Technical Records Specialist 1

Enclosure(s)

cc: Ruby Kunz