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

RECEIVED
FEB 02 2021
DEPT OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

# 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.

| Water Right/Claim No. | Split? | Leased to Water Supply Bank? | Water Right/Claim No. | Split? | Leased to Water Supply Bank? |
|---|---|---|---|---|---|
| 37-12010 | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| 37-20631 | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| 37-20633 | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |

2. Previous Owner's Name: Larry Wharton
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Simpson Brothers LLC
New owner(s) as listed on the conveyance document — Name connector ☐ and ☐ or ☐ and/or

PO Box 208 — Mailing address
Carey — City
ID — State
83320 — ZIP
(208) 721-2088 — Telephone
dusty@delectric.net — 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: 8/1/2019.

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 # 37-12010

8. Signature: [signature] — Signature of new owner/claimant — Manager — Title, if applicable — 1/28/21 — Date
Signature: [signature] — Signature of new owner/claimant — Manager — Title, if applicable — 1/28/21 — Date

***For IDWR Office Use Only:***
Receipted by SG Date 2/2/21 Receipt No. 5038376 Receipt Amt. $75.00
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 BN Date 2/16/21

**Instrument # 662086**
HAILEY, BLAINE, IDAHO
08-01-2019 2:36:30 PM No. of Pages: 2
Recorded for: TITLEONE - TWIN FALLS
JOLYNN DRAGE Fee: $15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

Sun Valley Title
A TitleOne Company

File # 19338763

# Quitclaim Deed

For value received, LARRY WHARTON, an unmarried man

Does hereby convey, release, remise, and forever quit claim unto

SIMPSON BROTHERS, LLC, an Idaho limited liability company

whose current address is PO Box 208, Carey ID 83320

the following described premises:

1 canal natural flow Little Wood River
11.39 inches of natural flow rights 37-1132 priority and
31 Acre Feet Old Little Wood River Reservoir water located at:

Lot 3, Block 2 of REDHAWK ESTATES SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 453242, records of Blaine County, Idaho.

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Remainder of this page intentionally left blank.

Date: 07/24/2019

LARRY WHARTON

State of Idaho, County of Blaine, ss.

On this 30 day of July in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry F. Wharton 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
Residing at: Hailey
My Commission Expires: 1/23/21
(seal)

CAROLYN BAIRD
COMMISSION #775
NOTARY PUBLIC
STATE OF IDAHO

Sun Valley Title

A TitleOne Company

Order Number: 19338763

# Warranty Deed

For value received,

**Larry F. Wharton, an unmarried man**

the grantor, does hereby grant, bargain, sell, and convey unto

**Simpson Brothers, LLC, an Idaho limited liability company**

whose current address is P.O. Box 208 Carey ID 83320 JSH DIS

the grantee, the following described premises, in Blaine County, Idaho, to wit:

Lot 3, Block 2 of REDHAWK ESTATES SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 453242, records of Blaine County, Idaho.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (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. Whenever the context so requires, the singular number includes the plural.

"Each Grantee taking this property, or any portion thereof, covenant and agree for the Grantee and Grantee's heirs, executors and assigns, to not challenge any existing or new agricultural uses or operations that are authorized by the Blaine County Zoning Ordinance and conducted within the County and that are or maybe lawfully occurring, or authorized by any government agency, as of the date of each deed conveying any right, title or interest in this property or any portion thereof."

Dated: July 24, 2019

Larry F. Wharton

State of Idaho, County of Blaine, ss.

On this 30th day of July in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry F. Wharton, 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
Residing In: Hailey
My Commission Expires: 1/23/21
(seal)

CAROLYN BAIRD
COMMISSION #775
NOTARY PUBLIC
STATE OF IDAHO

RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:

KNEELAND, KORB, COLLIER & LEGG
P. O. Box 249
Ketchum, Idaho 83340
KKC&L File No. 5165-H

BLAINE CO. REQUEST
OF Kneeland, Korb
1993 JAN 11 P 3:07
3b1193
Deed

QUITCLAIM DEED

FOR VALUE RECEIVED, Joan Carol Wharton, Grantor, does hereby convey, release, remise and forever quitclaim unto Larry Wharton as Grantee, whose current address is P.O. Box 356, Carey, Idaho 83320, and to Grantee's heirs and assigns forever, the premises situated in Blaine County, Idaho, described on Exhibit A and by this reference made a part hereof.

Together with all appurtenances.

DATED: November 15, 1993.

GRANTOR: Joan Carol Wharton
Joan Carol Wharton

STATE OF New Jersey )
) ss.
County of Mercer )

On this 15th day of November, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Joan Carol Wharton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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.

(seal)

Carol Nuel
NOTARY PUBLIC for IDAHO
Residing at _____
Commission Expires _____

CAROL NUEL
A Notary Public of New Jersey
My Commission Expires Mar. 24, 1997

realwk\wharton.1

Township 2 South, Range 21 East, Boise Meridian, Blaine County, Idaho,
Section 2: A parcel of land located in Lot 4 more particularly described as follows:

COMMENCING at the Northwest corner of said Section 2;

THENCE N. 89°57'06" E., 30.00 feet to the REAL POINT OF BEGINNING;

THENCE along the Northerly boundary of said Lot 4, N. 89°57'06" E., 684.37 feet;

THENCE S. 0°00'55" E., 1272.93 feet;

THENCE S. 89°56'30" W., 684.37 feet along a line that is 40 feet Northerly of and parallel to the South boundary of said Lot 4;

THENCE N. 0°00'55" W., 1273.04 feet along a line that is 30 feet Easterly of and parallel to the West boundary of said Lot 4 to the REAL POINT OF BEGINNING.

**RECORDATION REQUESTED BY:**
Ireland Bank
Carey Branch
20449 Main Street
Carey, ID 83320

**WHEN RECORDED MAIL TO:**
Ireland Bank
Carey Branch
20449 Main Street
Carey, ID 83320

**SEND TAX NOTICES TO:**
Ireland Bank
Carey Branch
20449 Main Street
Carey, ID 83320

19338763

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

# DEED OF TRUST

**MAXIMUM LIEN. The lien of this Deed of Trust shall not exceed at any one time**

**THIS DEED OF TRUST is dated August 1, 2019, among Simpson Brothers, LLC, an Idaho Limited Liability Company, whose address is 20158 Hwy 93/26, Carey, ID 83320 ("Grantor"); Ireland Bank, whose address is Carey Branch, 20449 Main Street, Carey, ID 83320 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and TitleOne Corporation dba Sun Valley Title, whose address is 271 1st Avenue North / PO Box 2365, Ketchum, ID 83340 (referred to below as "Trustee").**

**CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary,** all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Blaine County, State of Idaho:**

DJS

**Lot 3, Block 2 of REDHAWK ESTATES SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 453242, records of Blaine County, Idaho, including but not limited to, Water Right No. 37-421, 37-422, & 37-1132, together with any easements, well agreements or other irrigation delivery agreements that pertain to the use and delivery of the water rights.**

**The Real Property or its address is commonly known as 56 E Griffin Loop, Carey, ID 83320. The Real Property tax identification number is RP004800020030.**

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE

0004155573

**STATE OF IDAHO**
*Office of the secretary of state, Lawerence Denney*
**ANNUAL REPORT**
Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: $0.00

*For Office Use Only*

**-FILED-**

File #: 0004155573

Date Filed: 2/3/2021 3:21:27 PM

Entity Name and Mailing Address:

| | |
|---|---|
| Entity Name: | SIMPSON BROTHERS, LLC |
| The file number of this entity on the records of the Idaho Secretary of State is: | 0000227888 |
| Address | DUSTY SIMPSON<br>PO BOX 208<br>CAREY, ID 83320-0208 |

Entity Details:

| | |
|---|---|
| Entity Status | Active-Existing |
| This entity is organized under the laws of: | IDAHO |
| If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: | W72471 |

The registered agent on record is:

| | |
|---|---|
| Registered Agent | DUSTIN J SIMPSON<br>Registered Agent<br>Physical Address<br>160 JODI LANE<br>CAREY, ID 83320<br>Mailing Address |

Limited Liability Company Managers and Members

| Name | Title | Business Address |
|---|---|---|
| Danny V Simpson | Member | 11 LUCKY LANE<br>CAREY, ID 83320 |

The annual report must be signed by an authorized signer of the entity.

Job Title: Partner

*Dusty Simpson* — Sign Here

*02/03/2021* — Date

B0379-8718 02/03/2021 3:21 PM Received by ID Secretary of State Lawerence Denney

**State of Idaho**
**Department of Water Resources**

# Water Right License

**37-20633**

Water Service Area Boundary for Larry F Wharton

0 0.0425 0.085 0.17 Miles

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

N

State of Idaho
Department of Water Resources

# Water Right License

**37-12010**

Water Service Area Boundary for Joan C Wharton

Point of Diversion

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

0 0.0425 0.085 0.17 Miles

N

State of Idaho
Department of Water Resources

# Water Right License

**37-20631**

Water Service Area Boundary for Larry F Wharton

0 0.0425 0.085 0.17 Miles

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

N

State of Idaho
DEPARTMENT OF WATER RESOURCES
Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858
Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

February 16, 2021

SIMPSON BROTHERS LLC
PO BOX 208
CAREY ID 83320-0208

Re: Change in Ownership for Water Right No(s): 37-12010, 37-20631, and 37-20633

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) 736-3033.

Sincerely,

Benny Walker

Benny Walker
Senior Water Resource Agent,

Enclosure(s)

WD 37N