

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
FEB 04 2021
DEPARTMENT OF
WATER RESOURCES

DEL

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?
61-2154	Yes ☐	Yes ☐	61-10378	Yes ☐	Yes ☐
61-2155	Yes ☐	Yes ☐	61-7232	Yes ☐	Yes ☐
61-7005	Yes ☐	Yes ☐	61-12266	Yes ☐	Yes ☐
61-7119	Yes ☐	Yes ☐	61-12264	Yes ☐	Yes ☐
61-7396	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Brown Farms, L.L.C; Ray & Susan Montlerth; Desert Sky, LLC

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Edward DeGroot Properties, LLC

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

6600 SW Blanksma Road

Mountain Home

Id

83647

Mailing address

City

State

ZIP

208-941-3908

Sunviewdairy@gmail.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: December 30, 2019; July 17, 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):
- o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 61-2154

8. Signature: [Signature] Manager February 1, 2020
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 2.4.21 Receipt No. C109886 Receipt Amt. \$ 225.00

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 Edward De Groot Approved by _____ Processed by [Signature] Date 3/3/2021

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, BROWN FARMS, L.L.C., an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto EDWARD DEGROOT PROPERTIES, LLC, an Idaho limited liability company, whose current mailing address is 6600 SW Blanksma Road, Mountain Home, Idaho 83647 ("Grantee"), the following described real property, located in Elmore County, Idaho, to wit:

See Exhibit A attached hereto and incorporated herein by this reference (the "Land"),

TOGETHER WITH all water and water rights and other entitlements to water appurtenant to the Land, all ditches and ditch rights appurtenant thereto, all minerals and mineral rights appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Land, as well in law as in equity (collectively, the Land and all appurtenances are, the "Premises").

TO HAVE AND TO HOLD the Premises unto Grantee, its successors and assigns, forever, and Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims and encumbrances done, made or suffered by Grantor, or any person claiming by, through or under Grantor, except (a) real property taxes and assessments that are a lien not yet due and payable, (b) all applicable zoning ordinances, building codes, laws and regulations, (c) those easements, restrictions, agreements and encumbrances of public record as of the date of this instrument, and (d) any matter or circumstance that would be disclosed by an accurate survey or physical inspection of the Premises; and that Grantor shall warrant and defend the same against any other liens, claims or encumbrances done, made or suffered by Grantor, or any person claiming by, through or under Grantor, but none other.

[signature page follows]

Instrument # 479138 # Pages: 3
ELMORE COUNTY, Idaho
Mar 05, 2020 2:31:04 pm Fee: \$ 15.00
For: GUARANTY TITLE INC
SHELLEY ESSL, Recorder
MLEHTO, Deputy

DATED effective as of the 4th day of March, 2020.

GRANTOR:

BROWN FARMS, L.L.C., an Idaho limited liability company

By: [Signature]
Name: Clifford L. Brown
Its: Member

STATE OF IDAHO)
) ss.
County of Elmore)

On this 4th day of March, 2020, before me, Sheryl A. Reymond, personally appeared Clifford L. Brown, known or identified to me to be the member of BROWN FARMS, L.L.C., an Idaho limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at Mountain Home
My Commission Expires 1-6-24

**EXHIBIT A TO SPECIAL WARRANTY DEED
LEGAL DESCRIPTION OF THE LAND**

Township 4 South, Range 6 East, Boise Meridian, Elmore County, Idaho.

Section 19: ALL

SAVE AND EXCEPT those portions deeded to the Mountain Home Highway District by Deed recorded October 8, 1969 as Instrument No. 141109 and **SAVE AND EXCEPT** those portions deeded to Glens Ferry Highway District by Deed recorded June 14, 1983 as Instrument No. 215825.

Section 20: E1/2 and NW1/4

SAVE AND EXCEPT those portions deeded to Mountain Home Highway District by Deed recorded October 3, 1969 as Instrument No. 141089.

FILED

NOV 20 3 23 PM '00

ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)



1. The name of the limited liability company is: Brown Farms, L.L.C.

2. The address of the initial registered office is: 225 North 9th Street, Suite 210,
(not a PO Box)
Boise, Idaho 83702

and the name of the initial registered agent at that address is: Allan R. Bosch

Signature of registered agent: *Allan R. Bosch*

3. The latest date certain on which the limited liability company will dissolve: 12/31/2030

4. Is management of the limited liability company vested in a manager or managers?
☒ Yes ☐ No (check appropriate box)

5. If management is vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is vested in the members, list the name(s) and address(es) of at least one initial member.

Name:

Address:

Bernard Brown

655 E. 19th Street, Mountain Home, ID 83647

6. Signature of at least one person listed in #5 above:

Bernard Brown
Bernard Brown

IDAHO SECRETARY OF STATE

Secretary of State use only

01/20/2000 09:00
CK: 10673 CT: 14917 BM: 263879

1 @ 100.00 = 100.00 ORGAN LLC # 2

W10876

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, BROWN FARMS, L.L.C., an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto ED*DEGROOT PROPERTIES, LLC, an Idaho limited liability company, whose current mailing address is 6600 SW Blanksma Road, Mountain Home, Idaho 83647 ("Grantee"), the following described real property, located in Elmore County, Idaho, to wit:

*WARD

See Exhibit A attached hereto and incorporated herein by this reference (the "Land"),

TOGETHER WITH all water and water rights and other entitlements to water appurtenant to the Land, all ditches and ditch rights appurtenant thereto, all minerals and mineral rights appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Land, as well in law as in equity (collectively, the Land and all appurtenances are, the "Premises").

TO HAVE AND TO HOLD the Premises unto Grantee, its successors and assigns, forever, and Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims and encumbrances done, made or suffered by Grantor, or any person claiming by, through or under Grantor, except (a) real property taxes and assessments that are a lien not yet due and payable, (b) all applicable zoning ordinances, building codes, laws and regulations, (c) those easements, restrictions, agreements and encumbrances of public record as of the date of this instrument, and (d) any matter or circumstance that would be disclosed by an accurate survey or physical inspection of the Premises; and that Grantor shall warrant and defend the same against any other liens, claims or encumbrances done, made or suffered by Grantor, or any person claiming by, through or under Grantor, but none other.

[signature page follows]

DATED effective as of the 26th day of December, 2019.

GRANTOR:

BROWN FARMS, L.L.C., an Idaho limited liability company

By: [Signature] Member
Name: Clifford L. Brown
Its: Member

STATE OF IDAHO)
County of Elmore) ss.

On this 26th day of December, 2019, before me, Sheryl A. Reymont, personally appeared Clifford Brown known or identified to me to be the member of BROWN FARMS, L.L.C., an Idaho limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at Mountain Home
My Commission Expires 1-6-24

**EXHIBIT A TO SPECIAL WARRANTY DEED
LEGAL DESCRIPTION OF THE LAND**

Boise Meridian, Idaho, as located in Elmore County, Idaho:

T. 4S R. 6E

Section 17, S1/2SW1/4

Section 18, SE 1/4

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

7156205em

Instrument # 0000482126
ELMORE COUNTY, ID
10:36:44 AM Jul 17, 2020
For PIONEER TITLE COMPANY OF AD
No. of Pages: 3 Fee: \$15.00
SHELLEY ESSL, Recorder
DE, Deputy
Electronically Recorded by Simplifile

WARRANTY DEED

For value received RAY MONTIERTH and SUSAN MONTIERTH, husband and wife (collectively "Grantors"), convey, grant, bargain, and sell to EDWARD DEGROOT PROPERTIES, LLC, an Idaho limited liability company, ("Grantee"), whose address is 6600 SW Blanksma Rd., Mountain Home, Idaho 83647 and its successors and assigns forever, the following described real property situated in Elmore County, State of Idaho (the "Property"):

See Exhibit "A" attached hereto and incorporated herein by this reference.

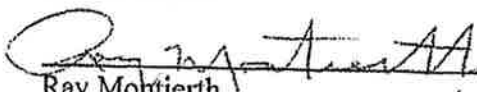
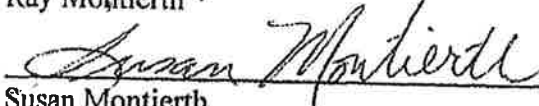
SUBJECT TO taxes and assessments for the year 2020 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the Property would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way in anywise appertaining to the Property together with any and all water rights on, or appurtenant to the Property, including but not limited to, Water Right nos. 61-12264 and 61-12266, and any other rights to use ground or surface water on the Property whether evidenced by any permit, license, transfer, order, exchange, claim, decree or otherwise, or pursuant to any lease or other agreement, wells and other improvements, well rights and all mineral rights.

The Grantors covenant to the Grantee that Grantors are the owners in fee simple of said Property; that the Property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantors will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantors have executed this instrument on this 16 day of July, 2020.

GRANTORS:


Ray Montierth

Susan Montierth

STATE OF IDAHO)

ss.

County of ~~Elmore~~)
404

The foregoing instrument was acknowledged before me on this 16th day of July, 2020, by Ray Montierth and Susan Montierth, husband and wife.

Susan J. Merritt

NOTARY PUBLIC FOR IDAHO

My Commission Expires _____

Residing at Caldwell, ID
My Commission Expires: 05-05-2023

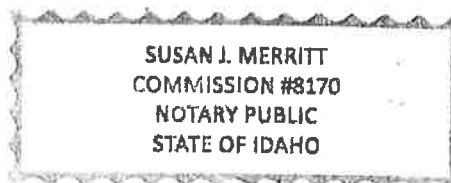


EXHIBIT "A"

Tract I

Lots 2, 3, 4, and 6, Block 1 and Lots 1, 2, 3, 4, 5, Block 2, Desert Sky Subdivision, Mountain Home, Elmore County, Idaho, according to the official plat thereof on file and of record in the Office of the County Recorder of Elmore County, Idaho.

Tract II

Township 4 South, Range 5 East, Boise Meridian, Elmore County, Idaho

Section 19: U.S. Government Lots 1 and 4 and E1/2NW1/4 and NE1/4

A handwritten signature in black ink, appearing to be "Curt J. Smith", is located in the bottom right corner of the page.



Instrument # 421307 # Pages: 3
ELMORE COUNTY, Idaho
May 26, 2011 2:44:31 pm Fee: \$ 16.00
For: GUARANTY TITLE INC
BARBARA STEELE, Recorder
DELLIS, Deputy

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Order No. A1197502

SPECIAL WARRANTY DEED

This Special Warranty Deed is between Washington Trust Bank, A Washington Corporation, ("Grantor") whose address is P. O. Box 2127, Spokane, WA 99210, and Desert Sky, LLC, an Idaho Limited Liability Company, whose address is 825 Heartland Drive, Nampa, ID 83686 ("Grantee"), witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, convey unto Grantee and its heirs, successors and assigns forever, all the following described real estate situated in the County of Elmore County, State of Idaho:

See Exhibit A, attached hereto and incorporated herein.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity, except as expressly provided otherwise herein ("Premises").

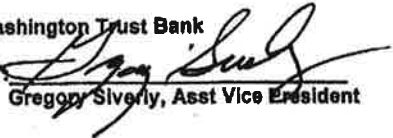
To have and to hold, all and singular the Premises together with the appurtenances unto Grantee and its heirs, successors and assigns forever.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument.

[signature pages to follow]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the 24 day of May, 2011.

Washington Trust Bank

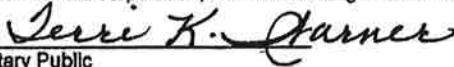
BY: 

Gregory Siverly, Asst Vice President

Acknowledgement:

State of Washington, County of Spokane, ss.

On this 24th day of May, in the year of 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Gregory Siverly known or identified to me to be the Assistant Vice President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Notary Public

Residing at: **SPOKANE**

My Commission Expires: **9-13-13**

(seal)

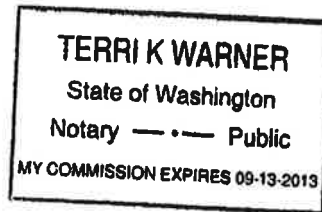


EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 1, and Lots 1, 2, 3, 4, 5, 6 and 7, Block 2, Desert Sky Subdivision, Elmore County, Idaho according to the official plat thereof on file and of record in the office of the county Recorder of Elmore County, Idaho.

SHERIFF'S DEED UNDER EXECUTION

THIS INDENTURE, made the 23rd day of February 2011, between Rick Layher, Sheriff of Elmore County, Idaho, and Washington Trust Bank, whose address is c/o Perry Law, P.C., 2627 W. Idaho Street, Boise, Idaho 83702,

WITNESSETH:

WHEREAS, By virtue of a writ of Execution in Foreclosure issued on the 22nd day of October, 2009, by the District Court of the Furth Judicial District of the State of Idaho, in and for the County of Elmore, upon a Judgment recovered and filed in that Court for execution on the 6th day of October, 2009, in favor of Washington Trust Bank and against Gregory Land & Development, Inc., *et al.*, to the said Sheriff directed and delivered, commanding him to sell certain real property in the manner prescribed by law and rule and practice of said Court; and

WHEREAS, the Sheriff did on the 7th day of January, 2010, sold the premises at public auction, at the front entrance to the County Courthouse of Elmore County, in Mountain Home, Idaho, at 10:00 o'clock a.m., after having first given notice of the time and place of such sale according to law; at which sale the premises were struck off and sold to Washington Trust Bank for its bid in the amount of four hundred eight thousand, five hundred fifty and 00/100 dollars (\$408,550.00), lawful money of the United States of America, it being the highest bidder, and its credit bid being the highest sum bid at the sale, whereupon the Sheriff gave to the purchaser a certificate of sale and filed a duplicate of the certificate in the office of the Recorder of Elmore County, Idaho; and

WHEREAS, more than twelve (12) months have elapsed since the date of said sale, and no redemption has been made of the premises so sold, as aforesaid, by or on behalf of said defendant, or by or on behalf of any other person;

NOW, THIS INDENTURE WITNESSETH, That Rick Layher, the Sheriff of Elmore County, by virtue of the writ issued to him, and according to statute, in and for the above-stated consideration, has GRANTED, BARGAINED, SOLD, and CONVEYED unto Washington Trust Bank, and its assigns, FOREVER, all the right, title, interest and claim which Gregory Land & Development, Inc., Steven G. Gregory, Bernard Brown, and Hap Taylor & Sons, Inc. D/b/a Knife River had on the 7th day of January, 2010, or at any time afterwards, or now have, in and to all that certain parcel of land, situate in Elmore County, Idaho, particularly described as follows, to wit:

Township 4 South, Range 6 East, Boise Meridian, Elmore County, Idaho
Section 18: U.S. Government Lot 2 and Southeast 1/4 Northwest 1/4

also known as:

Lots 1,2,3,4,5,6,7,8, and 9 Block 1 and Lots, 1,2,3,4,5,6, and 7 Block 2,
Desert Sky Subdivision, Elmore County Idaho according to the official plat
thereof on file and of record in the office of the County Recorder of Elmore
County, Idaho.

TO HAVE AND TO HOLD The premises, with their appurtenances, unto Washington Trust Bank and its assigns, forever, as fully and absolutely as the said Sheriff can grant, bargain, sell, and convey the same.

IN WITNESS WHEREOF, the Sheriff has hereunto set his hand and seal on the day and year first above written.

Rick Layher, Sheriff of Elmore County, Idaho

By: *Rick Layher*
Deputy

STATE OF IDAHO)
) ss.
County of Elmore)

On this 23rd day of February, 2011, before me, the undersigned, a Notary Public for Idaho, personally appeared Rick Layher, ~~Deputy~~ Sheriff of the County of Elmore, State of Idaho, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that she, as ~~Deputy~~ Sheriff, executed the same.

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



Kayla Parsons
Notary Public for Idaho
Residing at: Mtn. Home
My Commission Expires: 10-24-15

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Instrument # 401752

Elmore County, Idaho

01:57pm Oct. 06, 2008

For: GREGORY LAND BY FATCO

No. of Pages: 21 Fee: \$63.00

MARSA GRIMMETT, Recorder

Deputy: DLE

OF

DESERT SKY SUBDIVISION

THIS DECLARATION is made on the date hereinafter set forth by Gregory Land and Development, LLC, an Idaho limited liability company, hereafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Elmore County, State of Idaho, hereinafter referred to as the "Properties", more particularly described as follows:

DESERT SKY SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 394450 on the 2 day of Jan, 2008, records of Elmore County, Idaho; and

WHEREAS, Declarant desires to subject the above-described Properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Properties and their present and subsequent Owners as hereinafter specified, and will convey the Properties subject thereto;

NOW, THEREFORE, Declarant hereby declares that all of the Properties above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the Properties and be binding on all parties now or hereafter having any right, title or interest therein or to any part hereof, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ASSESSMENT" shall mean a payment required of Association members, including Initiation, Annual, Special and Limited Assessments as provided for in this Declaration.

Section 2. "ASSOCIATION" shall mean and refer to the Desert Sky Homeowners Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 3. "COMMON AREA" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners. The initial Common

Section 3. Rights Reserved by Declarant: Notwithstanding anything to the contrary contained in this Declaration, Declarant expressly reserves unto:

A. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, easements and rights-of-way on, over and across all or any part of the streets for vehicular and pedestrian ingress and egress to and from any part of the Properties, or any adjacent real property owned by Declarant, or its successors or assigns;

B. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees (including any district, company, unit of local government, association or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements, access and rights-of-way on, over, under and across all or part of the Common Area and utility easements on, over and under all Lots and Common Area as provided on any recorded Plat of the Property for installation, use, maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other things necessary for all such services, provided that any installation, maintenance or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area shall be restored to the level and condition that existed prior to the doing of work; and

C. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, the right to use the Common Area where applicable, to facilitate and complete the development of the Properties, and any annexed property, including without limitation the use of the Common Area where applicable, for:

1. Construction, excavation, grading, landscaping, parking and/or storage;
2. Maintenance and operation of a sales office and model units for sales purposes;
3. The showing to potential purchasers of any unsold Lot, unit or improvements within the Properties;
4. Display of signs and flags to aid in the sale of any unsold Lots and units, or all or part of the Properties;
5. Construction, operation and maintenance of all or any portion of any Common Area by Declarant, its successors or assigns;

D. Itself, all right, title and interest in and to any and all Water Rights appurtenant to the Properties, and accordingly, no Owner shall have any right, title, or interest in any of the Water Rights.

Section 4. Right to Amend Declaration. Declarant reserves the right to amend this Declaration in accordance with the provisions of Article XIV, Section 3, below, and to set forth additional covenants, conditions, restrictions and easements to be applicable to any Lot not yet sold.

proposed monetary penalty and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such Owner, be oral or in writing. The notice shall be given personally to such Owner or sent by first class or certified mail to the last known address of such Owner as shown on the records of the Association and shall state the place, date and time of the hearing. The hearing shall be conducted by the Board of Directors of the Association or by a Committee composed of not less than three (3) persons appointed by the Board of Directors. Such hearing shall be conducted in good faith and in a fair and reasonable manner. Any Owner challenging the monetary penalty imposed as provided herein, including any claim alleging defective notice, must commence legal action within one (1) year after the date of the imposition of the said penalty. Any monetary penalty imposed as provided herein shall become a part of the assessment to which such Owner's Lot is subject. Failure by the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and if such enforcement action is initiated by the Association, any such attorney fees and costs so incurred shall be added to and become a part of the assessment to which such Owner's Lot is subject.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may, at any time, be amended or terminated by an instrument signed by members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership; and further provided that no amendment or modification of this Declaration shall be effective to amend, modify, replace, repeal or terminate any rights or easements reserved or granted to Declarant herein without the express written consent of Declarant; and further provided that Declarant may amend this Declaration at any time that Declarant owns any real property subject hereto. Any amendment must be recorded.

Section 4. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

IN WITNESS WHEREOF, Declarant has caused its name to be hereunto subscribed this
3 day of October, 2007⁸.

DECLARANT:

Gregory Land and Development, LLC

By:

Steven Gregory
Steven Gregory, Manager

STATE OF IDAHO)

: ss

County of Ada)

On this 3 day of October, 2007⁸, before me, a notary public, personally appeared Steven Gregory, known or identified to me to be the Manager of Gregory Land and Development, LLC, the limited liability company that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

Susan Rivas

Notary Public for Idaho

Residing at Boise, Id

My Commission Expires 01-23-2012



Instrument # 425901 # Pages: 5
ELMORE COUNTY, Idaho
Feb 23, 2012 1:22:06 pm Fee: \$ 22.00
For: RAY MONTIERTH
BARBARA STEELE, Recorder
DELLIS, Deputy

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF DESERT SKY SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DESERT SKY SUBDIVISION ("First Amendment") is made as of the 23rd day of February, 2012, by Desert Sky, LLC, an Idaho limited liability company as successor in interest to Gregory Land and Development, LLC, an Idaho limited liability company (hereinafter referred to as "Desert Sky").

RECITALS:

A. Desert Sky's predecessor in interest executed that certain Declaration of Covenants, Conditions and Restrictions of Desert Sky Subdivision on October 3, 2008 (hereinafter the "Declaration"). The Declaration was recorded in the official records of Elmore County Idaho on October 6, 2008 as Instrument No. 401752. The Declaration covers and encumbers the real property and improvements commonly known as the Desert Sky Subdivision and more particularly described as the Desert Sky Subdivision, according to the official plat thereof (hereinafter the "Plat"), recorded in the official records of Elmore County, Idaho on January 2, 2008 as instrument No. 394450 (hereinafter referred to as the "Property").

B. Desert Sky has acquired all of the Property, and as of the date of this First Amendment, Desert Sky is the sole owner of all of the Property subject to the Declaration, and as such has the authority to amend the Declaration as set forth herein.

NOW, THEREFORE, by the power and authority vested in Desert Sky as the sole owner of the Property, Desert Sky hereby amends the Declaration as follows:

AMENDMENT:

1. Amendment. The Declaration is hereby amended as follows:
 - a. Article I, Section 4 of the Declaration is hereby deleted in its entirety and replaced with the following: "Section 4. "Declarant" shall mean Desert Sky, LLC, an Idaho limited liability company". Notwithstanding the foregoing, Desert Sky, LLC does not and shall not be liable for any damages, claims or liabilities directly or indirectly caused by the

single wide trailer homes shall be located, constructed or installed on any Lot. Such pre-manufactured dwelling units shall otherwise comply with all terms and conditions set forth in the Declaration and this First Amendment.

- j. Notwithstanding anything contained in the Declaration to the contrary, Declarant is under no obligation to provide sewage disposal facilities on or to the Property or any Lot.
- k. Notwithstanding anything contained in the Declaration to the contrary, Declarant is under no obligation to provide irrigation water or facilities on or to the Property or any Lot. *
- l. Section 6 of Article VII of the Declaration is hereby deleted in its entirety.
- m. Notwithstanding the reference in Article VII, Section 8, to "(rolled sod only)", an Owner may satisfy said "grass" requirement by hydro-seeding within said thirty (30) day period.
- n. Subject to the restrictions on pre-manufactured or modular homes set forth in this First Amendment, reference to "homes built" in Article VIII, Section 1 of the Declaration, shall include the installation of pre-manufactured or modular homes.
- o. Notwithstanding anything to the contrary contained in the Declaration, the Declarant hereby retains all right, title and interest in and to the domestic well located on Lot 1 of Block 1 of the Property that is used to provide water to the fire suppression tank located on Lot 1 of Block 1 of the Property (the "Well"). Declarant hereby retains all right, title and interest in and to the water rights appurtenant to and or associated with the foregoing described Well, including those water rights provided under Idaho Department of Water Resources Well permit No. D0052804. Notwithstanding the foregoing, the Association shall be responsible for the maintenance, repair and replacement of said Well and the fire suppression tank. The cost of operation and maintenance of said Well and fire suppression tank and related facilities shall be included in and collected as part of the Annual Assessments provided for in Article III, Section 3 of the Declaration. Provided adequate water is available to keep the fire suppression tank full as required by the local fire protection authority, Declarant or its designee, assignee or transferee may use the Well and its water for domestic purposes on any Lot located within the Property.
- p. Notwithstanding anything contained in the Declaration or the Plat to the contrary, Declarant hereby establishes and grants a 12' wide permanent domestic water, public utilities, irrigation and drainage easement across all Lots sharing a common boundary line with a public right of way or street located within the Property. Said easement shall be located adjacent to the public right of way or street and may be used by any Lot owner for the transmission of domestic water from a domestic well not located on such Lot owners Lot. All such domestic water transmission lines shall be placed and installed as to not interfere with any public utilities or other domestic water transmission lines. Such domestic water transmission lines must be buried at the minimum depth required by the applicable building code and contain adequate anti-siphon valves. The owner of such domestic water transmission line shall be solely responsible for any damage, loss or liability caused by the installation, repair or replacement of such domestic water line. No permanent structures shall be placed or constructed over said easement area.
- q. Notwithstanding anything contained in the Declaration or the Plat to the contrary, Declarant hereby establishes and grants an easement on, over and across Lot 1 Block 1

of the Property for the location, maintenance, repair and replacement of the fire suppression tank and the domestic Well that delivers water to said tank and all related facilities and domestic water transmission lines located on said Lot 1 of Block 1 of the Property.

- r. Article VI Section 13 of the Declaration references a 10,000 gallon fire suppression tank. Said fire suppression tank is located on Lot 1 Block 1 of the Property and may be up to 20,000 gallons in size.

2. Reaffirmation. Except as amended hereby, the Declaration shall remain unchanged and in full force and effect, however, to the extent this First Amendment conflicts with the Declaration, the provisions of this First Amendment shall control. Any capitalized terms not defined in this First Amendment shall have the meaning set forth in the Declaration.

3. Successors and Assigns. This First Amendment shall be binding upon and shall inure to the benefit of all Owners and their heirs, executors, administrators, successors and permitted assigns.

4. Time is of the Essence. Time is of the essence in all things pertaining to the performance of this First Amendment and the Declaration.

5. Recording. This document shall be recorded in the official records of Elmore, County Idaho.

6. Authority. The officers or agents signing this First Amendment on behalf of the parties hereto each represent and warrant that he or she is authorized to execute this First Amendment on behalf of each party, respectively, and that all necessary corporate action and approvals have occurred and taken place providing for such authorization.

IN WITNESS WHEREOF, Desert Sky, as Declarant hereunder, has executed this First Amendment as of the first date set forth above.

Desert Sky, LLC,
an Idaho limited liability company

By: [Signature]
Print: Ray Monticourt
Its: member manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 23rd day of February, 2012, before me, a Notary Public, personally appeared **Ray Montierth**, known or identified to me to be the manager or member of **DESERT SKY, LLC**, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.

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



Julie Harrison
NOTARY PUBLIC FOR IDAHO
Residing at Boise
My Commission Expires: 03/08/2012

Instrument # 0000482127
ELMORE COUNTY, ID
10:36:48 AM Jul 17, 2020
For PIONEER TITLE COMPANY OF AD
No. of Pages: 4 Fee: \$15.00
SHELLEY ESSL, Recorder
DE, Deputy
Electronically Recorded by Simplifile

**This sheet has been added to document
to accommodate recording information.**

WATER RIGHT GRANT DEED AND ASSIGNMENT

For value received, Desert Sky, LLC, an Idaho limited liability company, and Ray Montierth and Susan Montierth, husband and wife (collectively "Grantor"), hereby grant, bargain, sell, assign and convey unto Edward DeGroot Properties, LLC an Idaho limited liability company ("Grantee") whose address is 6600 SW Blanksma Road, Mountain Home, Idaho 83647, any and all of Grantor's right, title, and interest in and to the following ground water rights, claims, permits and/or decrees (collectively the "Water Rights"):

61-10378
61-7396
61-7119
61-7005
61-2155
61-2154

Grantor, and each of them, represent and warrant to Grantee as follows: i) Desert Sky, LLC is the owner of that portion of the Water Rights which is appurtenant to the real property described on Exhibit A attached hereto and incorporated herein (the "Property"); ii) That portion of the Water Rights which is appurtenant to the Property was reserved by the original developer of Desert Sky Subdivision as the Declarant under the Declaration of Covenants, Conditions and Restrictions of Desert Sky Subdivision, recorded in Elmore County, Idaho as Instrument No. 401752 on October 6, 2008 and Amendment thereto executed by Desert Sky, LLC as the successor in interest to the original Declarant on February 23, 2012 and recorded as Instrument No. 425901; iii) Grantor has the right and authority to convey said portion of the Water Rights which is appurtenant to the Property to Grantee; and iv) the Water Rights conveyed by Grantor hereunder are free of all liens and encumbrances whatsoever.

Grantor, and each of them, jointly and severally, shall indemnify, defend, and hold Grantee harmless from any claims, liens, challenges, damages or liabilities arising from any claim to the Water Rights, or any portion of them, appurtenant to the Exhibit A Property, and/or from a breach of any of Grantor's representations and warranties herein. This indemnification shall survive closing of the transaction wherein Grantee is acquiring a portion of the Exhibit A Property from Grantor.

The Water Rights conveyed by this Deed are subject to all conditions and limitations specified on the licenses or decrees that may be imposed by the Idaho Department of Water Resources.

Dated this _____ day of _____, 2020.

Continued on Next Page

Desert Sky, LLC

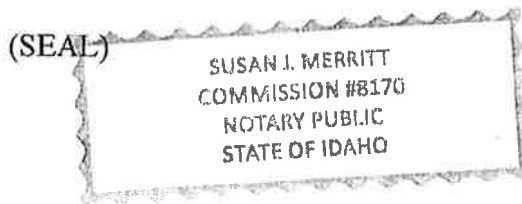
By: [Signature]
Ray Montierth, Manager

[Signature]
Ray Montierth, individually

[Signature]
Susan Montierth, individually

State of Idaho
County of Ada

This record was acknowledged before me on 7-16, 2020 by Ray Montierth as Manager of **Desert Sky, LLC**.

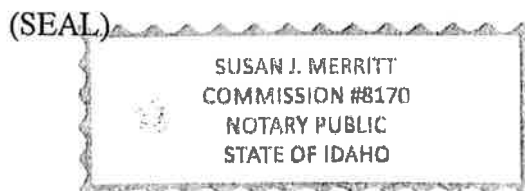


[Signature]
Signature of notary public
My commission expires: _____

Residing at Caldwell, ID
My Commission Expires: 05-05-2023

State of Idaho
County of Ada

This record was acknowledged before me on 7-16, 2020 by **Ray Montierth** and **Susan Montierth**, husband and wife, individually.



[Signature]
Signature of notary public
My commission expires: _____

Residing at Caldwell, ID
My Commission Expires: 05-05-2023

EXHIBIT A

(Desert Sky Subdivision Property)

Township 4 South, Range 6 East, Boise Meridian, Elmore County, Idaho
Section 18: U.S. Government Lot 2 and Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$

Also known as:

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 Block 1 and Lots 1, 2, 3, 4, 5, 6 and 7 Block 2 Desert Sky Subdivision, Elmore County, Idaho according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

A handwritten signature in black ink, consisting of a large, stylized 'O' followed by a series of loops and a final vertical stroke.

Instrument # 482189
ELMORE COUNTY, Idaho
Jul 20, 2020 10:38:58 am
For: TODD A ROSSMAN
SHELLEY ESSL, Recorder
DELLIS, Deputy

Pages: 2

Fee: \$ 15.00

**WATER RIGHT
QUITCLAIM DEED AND DISCLAIMER**

For value received, Brown Farms, L.L.C. an Idaho limited liability company ("Grantor"), hereby releases and forever quitclaims unto Edward DeGroot Properties, LLC an Idaho limited liability company ("Grantee") whose address is 6600 SW Blanksma Road, Mountain Home, Idaho 83647, and Grantee's successors and assigns, any and all of Grantor's right, title, and interest in and to the following ground water rights, claims, permits and/or decrees (collectively the "Water Rights"):

61-10378
61-7396
61-7119
61-7005
61-2155
61-2154
61-7232

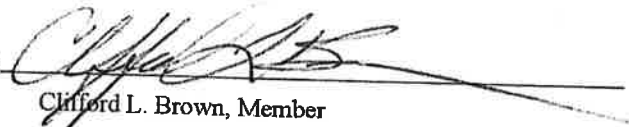
Grantor further disclaims any interest it may have had, or has, in and to said Water Rights whether or not they were appurtenant to real property formerly owned by Grantor.

The Water Rights conveyed by this Deed are subject to all conditions and limitations specified on the licenses or decrees that may be imposed by the Idaho Department of Water Resources.

Dated this 18th day of June, 2020.

Brown Farms, L.L.C.

By:


Clifford L. Brown, Member

This record was acknowledged before me on 6-18, 2020 by Clifford L. Brown
as the Member of Brown Farms, L.L.C.

(SEAL)

WATER RIGHT



Signature of notary public
My commission expires:

12/8/23

DISCLAIMER-1

715620 Sem

WARRANTY DEED

For value received RAY MONTIERTH and SUSAN MONTIERTH, husband and wife (collectively "Grantors"), convey, grant, bargain, and sell to EDWARD DEGROOT PROPERTIES, LLC, an Idaho limited liability company, ("Grantee"), whose address is 6600 SW Blanksma Rd., Mountain Home, Idaho 83647 and its successors and assigns forever, the following described real property situated in Elmore County, State of Idaho (the "Property"):

See Exhibit "A" attached hereto and incorporated herein by this reference.

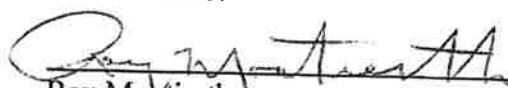
SUBJECT TO taxes and assessments for the year 2020 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the Property would show.

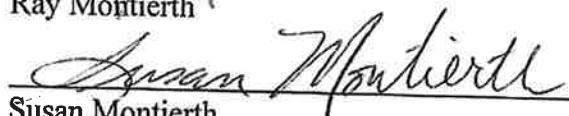
This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way in anywise appertaining to the Property together with any and all water rights on, or appurtenant to the Property, including but not limited to, Water Right nos. 61-12264 and 61-12266, and any other rights to use ground or surface water on the Property whether evidenced by any permit, license, transfer, order, exchange, claim, decree or otherwise, or pursuant to any lease or other agreement, wells and other improvements, well rights and all mineral rights.

The Grantors covenant to the Grantee that Grantors are the owners in fee simple of said Property; that the Property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantors will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantors have executed this instrument on this 16 day of July, 2020.

GRANTORS:


Ray Montierth


Susan Montierth



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

March 5, 2021

EDWARD DEGROOT PROPERTIES LLC
6600 SW BLANKSMA RD
MOUNTAIN HOME ID 83647-5879

Re: Change in Ownership for Water Right Nos: 61-2154, 61-2155, 61-7005, 61-7119, 61-7232, 61-7396, 61-10378, 61-12264, and 61-12266

Dear Water Right Holder:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water rights 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) 287-4920.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures

- c. Julie Klein Fischer – *via email*
Water District 161 – *via email*

MORROW & FISCHER
ATTORNEYS AT LAW

332 N. Broadmore Way, Ste. 102
Nampa, Idaho 83687
208-475-2200
Fax 208-475-2201
www.morrowfischer.com

February 2, 2021

Lynne Evans
Idaho Department of Water Resources
State Office
PO Box 83720
Boise, ID 83720-0098

RECEIVED
FEB 04 2021
DEPARTMENT OF
WATER RESOURCES

Re: *Notice of Change of Ownership*

Dear Ms. Evans:

Enclosed is a Notice of Change of Ownership Form ("Notice") and accompanying records for Edward DeGroot Properties, LLC ("DeGroot Properties") along with a check in the amount of \$225 for processing nine (9) water rights.

There are several "groups" of water rights identified on the Notice and a brief explanation is being provided herewith.

Water Right Nos. 61-2154, 61-2155, 61-7005, 61-7119, 61-7396 and 61-10378

On March 4, 2020 DeGroot Properties submitted a Notice of Change of Ownership for Water Right Nos. 61-2154, 61-2155, 61-7005, 61-7119, 61-7396 and 61-10378. Included with that submission was a *Special Warranty Deed* from Brown Farms, L.L.C. to DeGroot Properties, recorded in Elmore County as Instrument No. 477748 ("Brown Deed").

On April 17, 2020 you notified Mr. DeGroot that the Brown Deed did not cover the entire place of use ("POU") for the above-mentioned rights. Specifically, the place of use for said rights includes approximately 83 acres in the SWNW and SENW of Section 18, Township 4S, Range 6E which was not conveyed by Brown Farms, L.L.C. to DeGroot Properties. The 83 acres consists of the Desert Sky Subdivision (the "Subdivision Property") most of which was owned by Ray and Susan Montierth in April 2020.

On July 16, 2020, DeGroot Properties acquired all of Montierths' interest in the Subdivision Property. A copy of the *Warranty Deed* from Ray and Susan Montierth to DeGroot Properties (Elmore County Instrument No. 0000482126) is attached to the Notice enclosed herewith ("Montierth Deed").

Although the Montierths did not own all of the Subdivision Property, they and their predecessors had reserved the water rights appurtenant to the entire Subdivision Property. Those rights were then conveyed to DeGroot Properties via a *Water Right Grant Deed and Assignment*

from Desert Sky, LLC and Ray and Susan Montierth to DeGroot Properties, recorded in Elmore County as Instrument No. 000482127. The *Water Right Grant Deed and Assignment* is attached to the materials submitted herewith.

By way of explanation, the Subdivision Property originally was owned by Brown Farms, L.L.C. At some point Gregory Land Development, Inc. acquired the Subdivision Property and it was platted in 2008. On October 6, 2008, Gregory Land recorded a *Declaration of Covenants Conditions and Restrictions of Desert Sky Subdivision* ("CCRs") (Elmore County Instrument No. 401752) expressly reserving the water rights appurtenant thereto. On January 7, 2010, Washington Trust foreclosed the Subdivision Property and a *Sheriff's Deed* to Washington Trust "including all appurtenances" was recorded on February 23, 2011 (Elmore County Instrument No. 419617). Thus, Gregory Land's interest in the Subdivision Property and water rights appurtenant thereto were acquired by Washington Trust through the foreclosure. Relevant pages of the CCRs are included with these materials.

On May 26, 2011 Desert Sky, LLC (owned by Ray and Susan Montierth) purchased the Subdivision Property from Washington Trust including "all appurtenances." A copy of the *Special Warranty Deed* from Washington Trust to Desert Sky, LLC (Elmore County Instrument No. 421307) is enclosed herewith. On February 23, 2012 Desert Sky amended the CCRs and in section 1.j. made clear that "Declarant [at that time Desert Sky, LLC] is under no obligation to provide irrigation water or facilities to the property or any lot." See *First Amendment to CCRs* recorded in Elmore County as Instrument No. 425901. Relevant pages from the First Amendment are attached. All of the lots conveyed after that date were by quitclaim with no reference to water rights being included or conveyed. I have reviewed the quitclaim deeds and can provide copies upon request.

Ray and Susan Montierth ultimately acquired title to Lots 2, 3, 4 and 6, Block 1 and Lots 1, 2, 3, 4, 5 Block 2 of the Subdivision Property from Desert Sky, LLC. As stated above, that land and all the water rights appurtenant to the Subdivision Property (that had been reserved by Desert Sky, LLC) were then conveyed to DeGroot Properties in 2020. Thus, even though some of the Subdivision Property was not owned by Montierths, all of the water rights appurtenant thereto had been reserved and subsequently were conveyed to DeGroot Properties via *Water Right Grant Deed and Assignment* from Desert Sky and Montierth to DeGroot Properties.

Finally, because the ownership of the water rights had never been updated, the rights were still listed in the name of Brown Farms, L.L.C. Thus, to avoid confusion, Brown Farms, L.L.C. also quitclaimed any interest in the water rights to DeGroot Properties. A copy of the *Water Right Quitclaim Deed and Disclaimer* from Brown Farms, L.L.C. to DeGroot Properties (Elmore County Instrument No. 482189) is attached to the materials submitted herewith.

In sum, Water Right Nos. 61-2154, 61-2155, 61-7005, 61-7119, 61-7396 and 61-10378 all should now be titled in Edward DeGroot Properties, LLC.

Water Right 61-7232.

This Right was included in the original Notice of Change of Ownership submitted by DeGroot Properties. It is a domestic right covered by the Brown Deed.

Water Right Nos. 63-12266 and 63-12264

The last two Water Rights identified on the enclosed Notice are 61-12266 and 61-12264. The property to which these rights are appurtenant was acquired by DeGroot Properties from the Montierths at the same time as the Subdivision Property was purchased. The Montierth Deed, of course, is attached to the Notice.

Last, I have attached a W-9 for DeGroot Properties which previously was requested for water that is currently being leased.

As always, thank you. If you have any questions or I can provide any additional information, please let me know.

Sincerely,

MORROW & FISCHER, PLLC



Julie Klein Fischer

Enclosures

C: Ed DeGroot