

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

FEB 01 2021

DEPARTMENT OF
WATER RESOURCES

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?
63-11458	Yes ☐	Yes ☐	63-17697	Yes ☐	Yes ☐
63-17694	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-17695	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-17693	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-17696	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Hill Way Inc Idaho Corp
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Eric and Megan Kasper
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 2946 E Immoke Ct Nampa ID 83686
Mailing address City State ZIP
- 208 841 6456 eric.kasper@icloud.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. 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] 1/25/21
Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] 1/25/21
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 2.1.21 Receipt No. C109867 Receipt Amt. \$150.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒

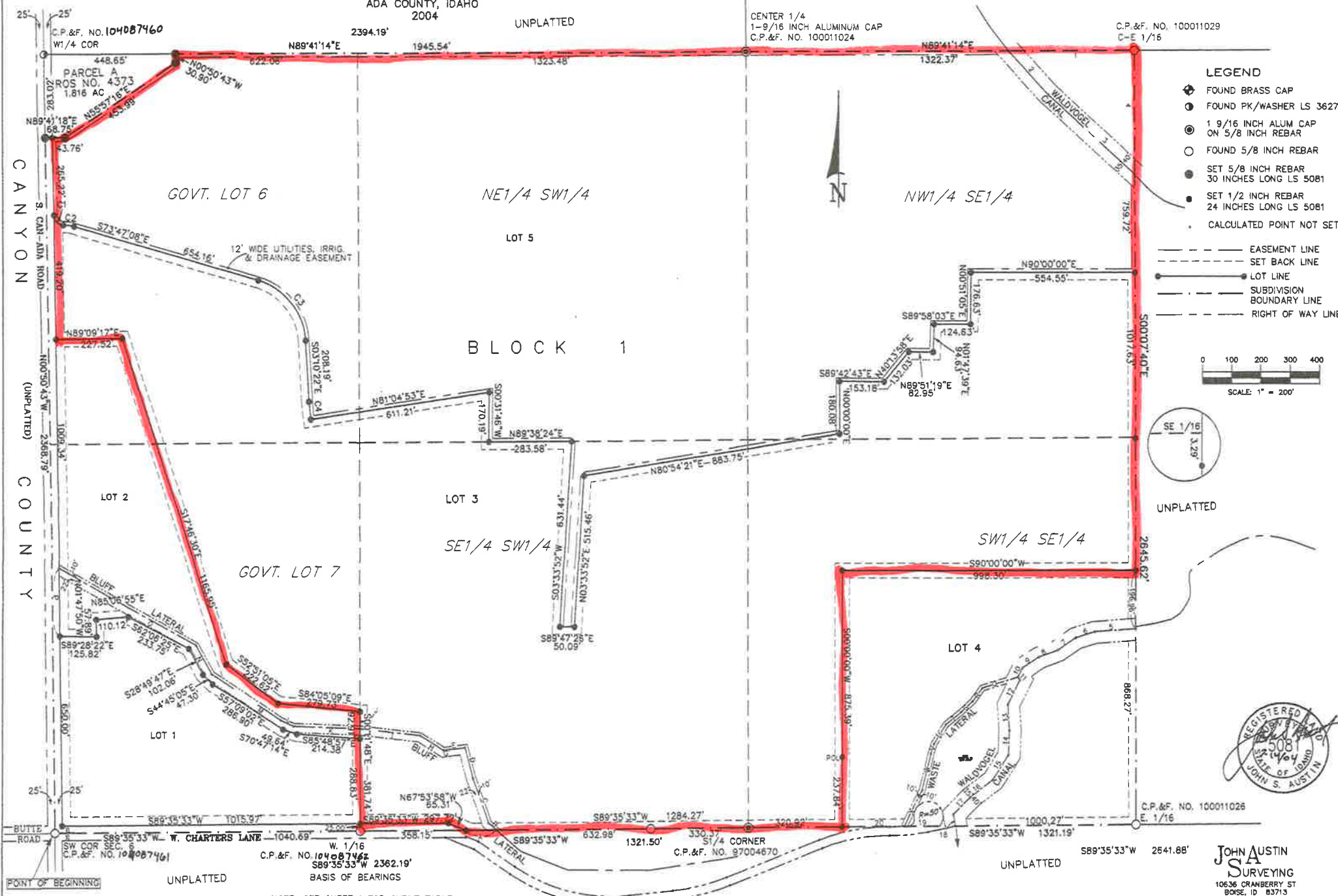
Name on W-9 _____ Approved by _____ Processed by [Signature] Date 2/17/2021



RIO RANCH ESTATES SUBDIVISION

W1/2 SE1/4, E1/2 SW1/4, AND LOTS 6 & 7 OF SECTION 6, T.1 S., R.1 W., B.M.,
ADA COUNTY, IDAHO
2004

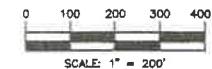
EX 21 00 10310



LEGEND

- ◆ FOUND BRASS CAP
- FOUND PK/WASHER LS 3627
- 1 9/16 INCH ALUM CAP ON 5/8 INCH REBAR
- FOUND 5/8 INCH REBAR
- SET 5/8 INCH REBAR 30 INCHES LONG LS 5081
- SET 1/2 INCH REBAR 24 INCHES LONG LS 5081
- CALCULATED POINT NOT SET

- EASEMENT LINE
- SET BACK LINE
- LOT LINE
- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE



UNPLATTED



C.P.&F. NO. 100011028
E. 1/16

JOHN AUSTIN
SURVEYING
10636 CRANBERRY ST
BOISE, ID 83713
208-377-9808

NOTE: SEE SHEET 1 FOR CURVE TABLE
AND LINE TABLE FOR CANALS

30 FT WIDE ACCESS EASEMENT
SEE SHEET 1 FOR DETAILS

INDEX NO. 113-06-3-0-0-00-00

BOOK _____ PAGE _____
SHEET 2 OF 3 SHEETS MAY, 2004

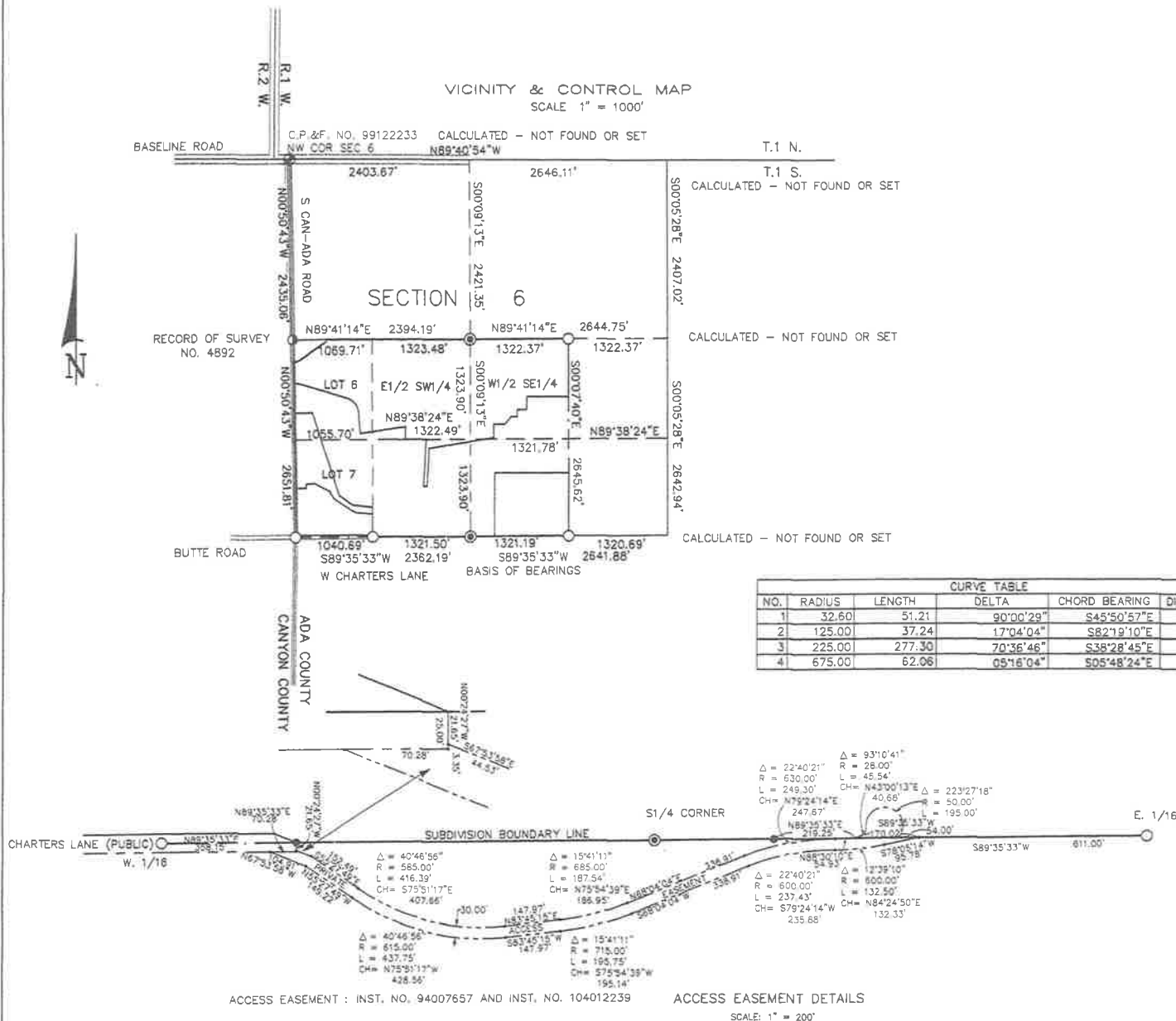
RIO RANCH ESTATES SUBDIVISION

W1/2 SE1/4, E1/2 SW1/4, AND LOTS 6 & 7 OF SECTION 6, T.1 S., R.1 W., B.M.,
ADA COUNTY, IDAHO
2004

BY 20 10 2017

NOTES:

- MINIMUM BUILDING SETBACKS: 30 FT. FROM FRONT LOT LINES
25 FT. FROM SIDE LOT LINES
25 FT. FROM REAR LOT LINES
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
- CAN-ADA ROAD IS A PUBLIC ROAD, THE EAST HALF BEING IN ADA COUNTY AND THE WEST HALF BEING IN CANYON COUNTY. IT IS MAINTAINED BY CANYON COUNTY AND HAS A 50 FOOT WIDE PRESCRIPTIVE EASEMENT. THIS PLAT DEDICATES THE EAST HALF TO ADA COUNTY, BEING A RIGHT OF WAY 25 FEET WIDE FROM CENTERLINE FOR SAID ROAD.
- ALL LOT AND BOUNDARY LINES HAVE A 12 FT. PERMANENT PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EASEMENT.
- THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH SECTION 31-3805 OF THE IDAHO CODE CONCERNING IRRIGATION WATER.
- LOT 2 OF BLOCK 1 IS AN EXISTING CATTLE FEEDING OPERATION LOT WHICH WILL CONTINUE OPERATION.
- LOT 5, BLOCK 1 IS A PRIME-AGRICULTURAL FARM GROUND LOT WHICH WILL BE FARMED ONLY. NO RESIDENTIAL BUILDING WILL BE PERMITTED ON THIS LOT WITHOUT FUTURE ADDITIONAL SUBDIVISION AND PERMIT APPROVAL FROM ADA COUNTY DEVELOPMENT SERVICES. NONRESIDENTIAL STRUCTURES OF A FARMING NATURE WILL BE ALLOWED.
- THIS DEVELOPMENT RECOGNIZES IDAHO CODE 22-4503, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN; PROVIDED, THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPURTENANCE TO IT."



JOHN AUSTIN
SA
SURVEYING
10636 CRANBERRY ST
BOISE, ID 83713
208-377-9808

BOOK _____ PAGE _____

INDEX NO. 113-06-3-0-0-00-00

SHEET 1 OF 3 SHEETS

MAY, 2004



ADDENDUM # 4 (All addendums shall be numbered sequentially.)

JULY 2019 EDITION
Page 1 of 1

RE-11 ADDENDUM

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



1 Today's Date: 12/21/2020

2

3 This is an **ADDENDUM** to the ☒ Purchase and Sale Agreement ☐ Other 09/18/2020

4 ("Addendum" means that the information below is added material for the agreement {such as lists or descriptions} and/or means the form is

5 being used to change, correct or revise the agreement {such as modification, addition or deletion of a term}).

6

7 **AGREEMENT DATED:** 09/18/2020 **ID #** 98687266Kasper

8

9 **ADDRESS:** 13988 S Can Ada Rd Melba **ID** 83641

10

11 **BUYER(S):** Eric Kasper Megan Kasper

12

13 **SELLER(S):** Great Sky Inc

14

15 The undersigned parties hereby agree as follows:

16 1. Purchase price to be \$1,820,000

17 2. Water rights included / on title owned by Hillway Inc an Idaho Corporation

18 3. \$100,000 earnest money is now deemed nonrefundable

19 All other terms and conditions to remain the same.

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48 To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior

49 Addendums or Counter Offers, these terms shall control. **All other terms of the Purchase and Sale Agreement including all prior**

50 **Addendums or Counter Offers not modified by this ADDENDUM shall remain the same.** Upon its execution by both parties, this agreement

51 is made an integral part of the aforementioned Agreement.

52 **BUYER:** Eric Kasper **Date:** 12/21/2020

53 **BUYER:** Eric Kasper **Date:** 12/21/2020

54 **BUYER:** Megan Kasper **Date:** 12/21/2020

55 **SELLER:** Great Sky Inc. **Date:** 12/21/2020

56 **SELLER:** Great Sky Inc. **Date:** 12/21/2020

57

58

59



Order Number: 20385603

Warranty Deed

For value received,

Great Sky Inc., an Idaho corporation

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

Eric Kasper and Megan Kasper, husband and wife

whose current address is

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

Parcel 1:

Lot 3 in Block 1 of Rio Ranch Estates Subdivision, according to the official plat thereof, filed in Book 89 of Plats at Page(s) 10317 through 10319, official records of Ada County, Idaho.

Parcel 2:

Lot 5 in Block 1, of Rio Ranch Estates Subdivision, according to the plat thereof, filed in Book 89 of Plats at Page(s) 10317 through 10319, records of Ada County, Idaho.

Excepting therefrom, that property described in Quitclaim Deed Recorded December 2, 2010 as Instrument No. 110113433, records of Ada County, Idaho, more particularly described as follows:

A portion of Lot 5 in Block 1 of the Rio Ranch Subdivision, the official plat for which is recorded in Book 89 of Plats at Page(s) 10317 in the office of the Ada County Recorder, being a parcel located in the Northwest quarter of the

Southwest quarter and the Northeast quarter of the Southwest quarter of Section 6, Township 1 South, Range 1 West of the Boise Meridian, Ada County, Idaho said portion being described as follows:

Commencing at the Northwest corner of said Northwest quarter of the Southeast quarter (center quarter corner of said Section 6);

Thence, South 26°37'28" West, 150.32 feet to a half inch rebar set at the Point of Beginning;

Thence, North 89°11'56" East, 612.01 feet along a line parallel with and approximately 24 feet South of the inside rail of a horse racing track;

Thence, leaving said parallel line and along the arc of a sprinkler irrigation pivot, Southwesterly, along a non-tangent curve to the left having a radius of 525.00 feet, an arc length of 1268.96 feet, a central angle of 138°29'15", a chord bearing of South 03°22'17" West, and a chord distance of 981.85 feet to a point in the Southerly line of said Lot 5;

Thence, South 40°13'58" West, 24.43 feet along said Southerly line to an angle point in same;

Thence, North 89°42'43" West, 153.18 feet along said line to another angle point in same;

Thence, South 00°00'00" West, 29.54 feet along said line;

Thence, leaving said Southerly lot line, South 89°11'56" West, 199.00 feet along a line parallel with and approximately 11.50 feet North of said inside rail of said horse racing track;

Thence, leaving said parallel line, North 32°02'56" West, 612.17 feet to the center of another pivot sprinkler;

Thence, North 14°14'35" West, 494.84 feet to a point approximately 5 feet South of a stone wall South of the inside rail of said horse racing track;

Thence, North 84°53'11" East, 261.36 feet roughly parallel with said stone wall to the Point of Beginning.

Parcel 3:

A portion of Lot 5 in Block 1 of the Rio Ranch Subdivision, the official plat for which is recorded in Book 89 of Plats at Page(s) 10317 in the office of the Ada County Recorder, being a parcel located in the Northwest quarter of the Southwest quarter and the Northeast quarter of the Southwest quarter of Section 6, Township 1 South, Range 1 West, of the Boise Meridian, Ada County, Idaho, said portion being described as follows:

Commencing at the Northwest corner of said Northwest quarter of the Southeast quarter (center quarter corner of said Section 6);

Thence, South 26°37'28" West, 150.32 feet to a half inch rebar set at the Point of Beginning;

Thence, North 89°11'56" East, 612.01 feet along a line parallel with and approximately 24 feet South of the inside rail of a horse racing track;

Thence, leaving said parallel line and along the arc of a sprinkler irrigation pivot, Southwesterly, along a non-tangent curve to the left having a radius of 525.00 feet, an arc length of 1268.96 feet, a central angle of 138°29'15", a chord bearing of South 03°22'17" West, and a chord distance of 981.85 feet to a point in the Southerly line of said Lot 5;

Thence, South 40°13'58" West, 24.43 feet along said Southerly line to an angle point in same;

Thence, North 89°42'43" West, 153.18 feet along said line to another angle point in same;

Thence, South 00°00'00" West, 29.54 feet along said line;

Thence, leaving said Southerly lot line, South 89°11'56" West, 199.00 feet along a line parallel with and approximately 11.50 feet North of said inside rail of said horse racing track;

Thence, leaving said parallel line, North 32°02'56" West, 612.17 feet to the center of another pivot sprinkler;

Thence, North 14°14'35" West, 494.84 feet to a point approximately 5 feet South of a stone wall South of the inside rail of said horse racing track;

Thence, North 84°53'11" East, 261.36 feet roughly parallel with said stone wall to the Point of Beginning.

Parcel 4: (APPLIES TO THE LOAN POLICY ONLY)

Parcel 2 of Record of Survey No. 10866 recorded April 11, 2017 as Instrument No. 2017-030850, records of Ada County, Idaho being more particularly described as follows:

That portion of Government Lot 4 and Government Lot 5 of Section 6, Township 1 South, Range 1 West, Boise Meridian, Ada County, Idaho particularly described as follows:

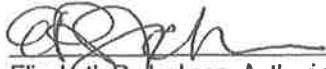
Commencing at the Northwest corner of said Section 6; thence along said West line South 00°51'28" West, 339.12 feet to the intersection of said West line and the centerline of the Waldvogel Lateral and the Point of Beginning; thence departing said West line, along said centerline the following courses and distances:
North 43°55'28" East, 115.69 feet; thence 56.07 feet along a tangent curve to the right, said curve having a radius of 88.95 feet, having a delta angle of 36°06'51", a long chord which bears North 61°58'53" East, 55.14 feet; thence North 80°02'19" East, 109.12 feet; thence North 81°56'17" East, 262.92 feet; thence 77.66 feet along a tangent curve to the left, said curve having a radius of 131.45 feet, having a delta angle of 33°50'57", a long chord which bears North 65°00'48" East, 76.56 feet; thence North 48°05'19" East, 110.49 feet; thence 89.10 feet along a tangent curve to the right, said curve having a radius of 90.00 feet, having a delta angle of 56°43'12", a long chord which bears North 74°45'04" East, 85.50 feet; thence South 76°55'14" East, 157.71 feet; thence 136.78 feet along a tangent curve to the left, said curve having a radius of 255.00 feet, having a delta angle of 30°44'01", a long chord which bears North 87°42'46" East, 135.15 feet; thence 20.88 feet along a reverse curve to the right, said curve having a radius of 80.00 feet, having a delta angle of 14°57'12", a long chord which bears North 79°49'22" East, 20.82 feet; thence North 87°17'58" East, 63.13 feet to the East line of Government Lot 4; thence along the East line of Government Lot 4 and Government Lot 5 South 01°31'30" West, 2391.82 feet to the Southeast corner of said Government Lot 5; thence along the South line of said Government Lot 5 North 88°39'05" West, 1071.06 feet to the Southeast corner of said Government Lot 5; thence along the West line of said Section 6 North 00°51'28" East, 1105.38 feet; thence departing said West line South 89°08'32" East, 310.80 feet; thence South 19°19'26" East, 112.50 feet; thence South 89°08'32" East, 212.00 feet; thence North 00°51'28" East, 215.00 feet; thence North 89°08'32" West, 565.05 feet to said West line of said Section 6; thence along said West line North 00°51'28" East, 890.66 feet to the Point of Beginning.

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.

Remainder of page intentionally left blank.

Dated: December 9, 2020

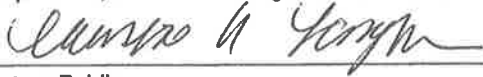
Great Sky Inc., an Idaho corporation



Elizabeth R. Jackson, Authorized Signatory

State of California, County of Ada, ss.

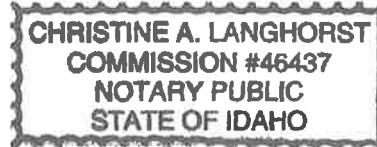
On this 13th day of January ^{2021 Cal} in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Elizabeth R. Jackson, known or identified to me to be the authorized signatory of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Notary Public

Residing In:

My Commission Expires:
(seal)



Residing at: Boise, ID
Commission expires: 2/16/2024



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

February 19, 2021

ERIC KASPER
MEGAN KASPER
2946 E IMNAHA CT
NAMPA ID 83686-5929

Re: Change in Ownership for Water Right Nos: 63-11458, 63-17693, 63-17694, 63-17695, 63-17696, and 63-17697

Dear Water Right Holders:

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