

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 20 2020

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
* 31-12140 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
* 31-12141 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: BLF Land LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Mickelsen Properites, LLC and Mark Mickelsen
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- | | | | |
|---------------------|---------------------------------|-----------|--------------|
| <u>P.O. Box 438</u> | <u>Rigby</u> | <u>ID</u> | <u>83442</u> |
| Mailing address | City | State | ZIP |
| <u>208-754-7013</u> | <u>mickelsenfarms@gmail.com</u> | | |
| 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: September 5, 2018
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 # 31-12140

8. Signature: [Signature] MANAGER
Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] INDIVIDUAL
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 10/20/20 Receipt No. 20463620 Receipt Amt. \$3200.-

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

Name on W-9 _____ Approved by JB Processed by JB Date 2/11/2021

** appears to have been sold to Bunker Hill Farms*

FIRST AMERICAN TITLE
671501-RI

Instrument # 439360
RIGBY, JEFFERSON, IDAHO
09-10-2018 04:00:21 PM No. of Pages: 5
Recorded for: FIRST AMERICAN TITLE - RIGBY
COLLEEN C POOLE Fee: \$15.00
Ex-Officio Recorder Deputy: LK
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Recording Requested By and
When Recorded Return to:

MICKELSEN PROPERTIES, LLC
P.O. Box 438
Rigby, ID 83442

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the 5th day of September, 2018, is between **#384 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC**, an Idaho limited liability company ("Grantor"), and **MICKELSEN PROPERTIES, LLC AND MARK MICKELSEN** ("Grantee"), whose legal address is: P.O. Box 438, Rigby, ID 83442.

WITNESSETH, That Grantor, for and in consideration of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the County of Jefferson, State of Idaho, more particularly described as follows:

See legal description attached hereto and made a part thereof as Exhibit "A"

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "**Property**").

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of February 28, 2018.

FIRST AMERICAN TITLE
671501-RI

Recorded Electronically	
ID	570473
County	Fremont
Date	9-10-18 Time 3:55
Simplifile.com 800.460.5657	

Recording Requested By and
When Recorded Return to:

MICKELSEN PROPERTIES, LLC
P.O. Box 438
Rigby, ID 83442

Recorded Electronically	
ID	439360
County	Jefferson
Date	9-10-18 Time 4:00
Simplifile.com 800.460.5657	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the 5th day of September, 2018, is between **#384 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC**, an Idaho limited liability company ("**Grantor**"), and **MICKELSEN PROPERTIES, LLC AND MARK MICKELSEN ("Grantee")**, whose legal address is: P.O. Box 438, Idaho, Rigby, ID 83442.

WITNESSETH, That Grantor, for and in consideration of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the County of Jefferson, State of Idaho, more particularly described as follows:

See legal description attached hereto and made a part thereof as Exhibit "A"

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "**Property**").

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of February 28, 2018.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date set forth above.

#384 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC,
an Idaho limited liability company

By: Pioneer 1031 Company, Member

By: Bobbie Crooks
Its: Assistant Secretary

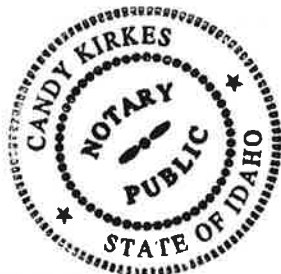
STATE OF IDAHO

COUNTY OF ADA

)
) ss.
)

On this 5th day of September, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Bobbie Crooks, known to me to be the Assistant Secretary of Pioneer 1031 Company, an Idaho corporation, which corporation is the Sole Member of #384 Pioneer Exchange Accommodation Titleholder, LLC, an Idaho limited liability company, and acknowledged to me that she/he executed the within and foregoing instrument for and on behalf of said corporation as Sole Member of said limited liability company and in said corporation's name as Sole Member of said limited liability company.

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



(NOTARIAL SEAL)

Candy Kirkes
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 3/1/2019

EXHIBIT 'A'

LEGAL DESCRIPTION:

JEFFERSON COUNTY PROPERTY:

PARCEL 1:

Township 7 North, Range 36 E.B.M., Jefferson County, Idaho
(commonly known as: Quality Pack Pivots 407,408)
Section 1: E $\frac{1}{2}$.

(Quality Pack)

(commonly known as Pivots 421,422,428,429,411,412,415,416)
Township 7 North, Range 37 E.B.M., Jefferson County, Idaho
Section 5: ALL;

EXCEPT: A parcel beginning 500 feet East from the SW Corner of Section 5; thence North 600 feet; thence East 600 feet; thence South 600 feet; thence West 600 feet to the point of beginning,

ALSO EXCEPT: Beginning at a point that is S. 89°53'37" E. 1222.08 feet along the South line of said Section 5 and N. 00°06'23" E. 696.55 feet from the SW corner of said Section 5 and running thence S. 87°54'43" E. 468.48 feet; thence N. 82°14'00" E. 217.30 feet; thence N. 27°15'41" E. 188.29 feet; thence N. 47°46'24" W. 374.50 feet; thence N. 66°00'17" W. 335.36 feet; thence S. 31°45'10" W. 297.51 feet; thence S. 15°06'30" W. 177.10 feet; thence S. 06°37'24" E. 144.75 feet to the Point of Beginning.

ALSO EXCEPT: Beginning at the Southeast corner of said Section 5, thence S. 89°55'18" W. along the South line of said Section 5 for a distance of 485.00 feet, said point being the True Point of Beginning. Thence S. 89°55'18" W. along said South line for a distance of 415.00 feet; Thence N. 00°04'42" W. for a distance of 500.00 feet; Thence N. 18°18'34" E. for a distance of 41.02 feet; Thence N. 51°53'00" E. for a distance of 74.00 feet; Thence N. 60°01'00" E. for a distance of 182.00 feet; Thence N. 86°27'00" E. for a distance of 94.00 feet; Thence S. 52°36'00" E. for a distance of 94.00 feet; Thence S. 08°10'00" E. for a distance of 125.00 feet; Thence S. 00°04'42" E. for a distance of 500.00 feet to the True Point of Beginning.

Section 6: ALL.

EXCEPTING THEREFROM: Beginning at the SE Corner of Section 6, thence West along the South line of Section 6 a distance of 563 feet; thence N. 45°00'00" E. for a distance of 796.2 feet to a point on the East line of Section 6 that is 563 feet North of the SE Corner of Section 6; thence South a distance of 563 feet along the East line of Section 6 to the SE Corner of Section 6, also the Point of Beginning.

(commonly known as Hamer Pivots 405,406, 409,410 and Quality Pak Cellar 80)
Township 8 North, Range 36 E.B.M., Jefferson County, Idaho
Section 36: E $\frac{1}{2}$; E $\frac{1}{2}$ W $\frac{1}{2}$

PARCEL 2:

(Hamer Dome)

Township 7 North, Range 36 E.B.M., Jefferson County, Idaho

Section 22: A part of NE $\frac{1}{4}$ NW $\frac{1}{4}$ and a part of Block 8 of the Townsite of Hamer described as follows: Beginning at a point that is N. 89°45'13" W. 445.00 feet along the section line from the N $\frac{1}{4}$ corner of said Section 22 and running thence S. 32°05'00" E. 265.15 feet; thence S. 57°55'00" W. 25.10 feet; thence S. 32°05'00" E. 270.02 feet to the north line of the Hamer access road; thence S. 69°16'02" W. 534.41 feet along said North line; thence N. 20°38'32" W. 75.00 feet to the right of way of the Hamer interchange of Interstate No. 15, said point being a point of curve at Station 37+66.27; thence to the right along said curve 336.25 feet (curve data delta = 6°43'30" R = 2864.79) chord bears S. 72°43'13" W. 336.06 feet; thence S. 76°04'58" W. 68.83 feet along said right of way; thence N. 32°08'51" W. 420.77 feet more or less along said right of way line to the west line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence North 349.65 feet along said West line to the North line of said Section 22; thence S. 89°45'13" E. 874.85 feet along the section line to the point of beginning.

Excepting therefrom: Part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 22, Township 7 North, Range 36 E.B.M., Jefferson County, Idaho described as: Beginning at a point that is N. 89°45'13" W. 293.18 feet along the North line of said Section 22 and S. 00°14'47" W. 286.80 feet from the N $\frac{1}{4}$ corner of said Section 22, and running thence S. 32°05'00" E. 211.64 feet to a point in the North line of the Hamer Access Road; thence S. 69°16'02" W. 211.64 feet along said North line; thence N. 32°05'00" W. 211.64 feet; thence N. 69°16'02" E. 211.64 feet to the point of beginning.

PARCEL 3:

(HOUSE)

Part of the Southwest $\frac{1}{4}$ of Section 5, Township 7 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho, described as: Beginning at a point that is S89°53'37"E 1222.08 Feet along the South Line of said Section 5 and N00°06'23"E 696.55 Feet from the Southwest corner of said Section 5 and running Thence S87°54'43"E 468.48 Feet; Thence N82°14'00"E 217.30 Feet; Thence N27°15'41"E 188.29 Feet; Thence N47°46'24"W 374.50 Feet; Thence N66°00'17"W 335.36 Feet; Thence S31°45'10"W 297.51 Feet; Thence S15°06'30"W 177.10 Feet; Thence S06°37'24"E 144.75 Feet to the Point of Beginning.

PARCEL 3A: Together with an Easement for Ingress and Egress and Utility Purposes, being 10 Feet each side of the Following Described Centerline:

Part of the Southwest Quarter of Section 5, Township 7 North, Range 37 East Of The Boise Meridian, Jefferson County, Idaho, Described As: Beginning at a point that is S89°53'37"E 1151.09 Feet along the South Line of said Section 5 And N00°06'23"E 25.00 Feet from the Southwest Corner of said Section 5 And Running Thence N19°48'00"E 38.24 Feet; Thence N00°56'10"E 553.45 Feet; Thence N11°31'42"E 64.08 Feet; Thence N40°07'08"E 54.11 Feet and End Of Access Easement.

FREMONT COUNTY PROPERTY:

**(commonly known as Yearsley Pivot Nos. 417, 418, 423 & 424):
Township 8 North, Range 37 E.B.M., Fremont County, Idaho
Section 29: W $\frac{1}{2}$ AND W $\frac{1}{2}$ E $\frac{1}{2}$;**

Except: Commencing at the Northeast corner of said Section 29; thence N. 89°52' W. 1,284.97 feet; thence S. 1°34'38" W. 5,282.73 feet; thence S. 89°55' E. 1,454.95 feet; thence N. 0°16' W. along the section line 5,280 feet, more or less, to the point of beginning.

Also Except: Beginning at a point 1,525 feet West of the Northeast corner of said Section 29; and running thence South 300 feet; thence East 300 feet; thence North 300 feet; thence West 300 feet to the point of beginning.

Section 30: E $\frac{1}{2}$ E $\frac{1}{2}$.

Section 31: ALL.

Section 32: ALL



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

February 11, 2021

MARK MICKELSEN
PO BOX 438
RIGBY ID 83442-0438

MICKELSEN PROPERTIES LLC
PO BOX 438
RIGBY ID 83442-0438

Re: Change in Ownership for Water Right No(s): 31-12140 & 31-12141

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) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 110
JEFFERSON CLARK GROUND WATER DISTRICT