



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

May 26, 2020

BCF LLC
316 N 200 W
BLACKFOOT ID 83221-5702

RE: Change in Ownership Water Right No(s): 35-2824

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on May 23, 2018 for the above referenced water rights. The Notice was put on hold pending transfer 83315 filed by LCSC Enterprises. During the course of this transfer, BCF LLC, conveyed water right 35-2824 back to the Hunter's through a Special Warranty Deed for a Water Right. Because of the Special Warranty Deed, this notice could not be processed.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of \$100 has been requested and will be mailed to you under separate cover from the Idaho State Controller's Office.

If you have any questions regarding this matter, please contact me at (208) 287-4942.

Sincerely,

A handwritten signature in cursive script that reads "Jean Hersley". The signature is written in dark ink and is positioned above the printed name and title.

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

RECEIVED

MAY 31 2018

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESRECEIVED
MAY 23 2018
Department of Water Resources
Eastern Region

DEPT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
35-2824	Yes ☒	Yes ☒		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Kip and Brandi Hunter
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): BCF, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 316 North 200 West Blackfoot ID 83221
Mailing address City State ZIP
- 208-782-0232 idahoappraiser@msn.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: 05/15/2018
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.
8. Signature: David B... Member 5-18-2018
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 5/23/2018 Receipt No. E044038 Receipt Amt. \$100.-

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 gmk Date 5-22-2020

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Robert L. Harris
Holden, Kidwell, Hahn & Crapo, P.L.L.C.
PO Box 50130
Idaho Falls, ID 83405

Instrument # 716135

BINGHAM COUNTY

3-23-2020 01:55:36 PM No. of Pages: 2

Recorded for : KIP HUNTER

PAMELA W. ECKHARDT

Ex-Officio Recorder Deputy

Fee: 15.00



(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED FOR WATER RIGHT

BCF, LLC, an Idaho limited liability company, whose address is 316 N. 200 W., Blackfoot, Idaho 83221, (the "Grantor") does hereby grant, bargain, sell, assign, and convey unto **Kip M. Hunter and Brandi Hunter**, husband and wife, whose address is 467 S. 1600 W., Pingree, Idaho 83262 (collectively the "Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right, title, and interest in the following described water right portion conveyed pursuant to a *Warranty Deed* recorded as Instrument No. 696973 in the records of Bingham County, Idaho, and described in the *Real Estate Mortgage* recorded as Instrument No. 696974 in the records of Bingham County, Idaho:

**ALSO TOGETHER with the following water rights registered with the State of Idaho
Department of Water Resources: Water Right Number(s): a portion of Water Right No. 35-2824
consisting of 0.5104 for irrigation.**

This water right portion is hereinafter referred to as the "Water Right".

Grantor hereby covenants and warrants to Grantee as follows:

- (A) Grantor is the owner of the Water Right;
- (B) Grantor has not conveyed any of the Water Right to anyone other than Grantee;
- (C) The Water Right are free from all liens, claims, or encumbrances; and
- (D) Grantor has the authority to convey the Water Right to Grantee.

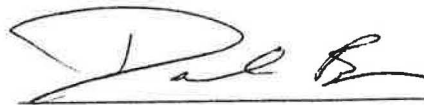
Grantor makes no other covenants or warranties as to the Water Right.

IN WITNESS WHEREOF, the undersigned authorized representative of Grantor has caused its name to be hereunto subscribed.

DATED this 23rd day of March, 2020 ~~November, 2019~~.

"GRANTOR"

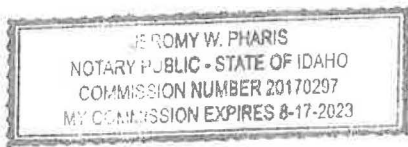
BCF, LLC



By: Daniel Bair
Its: Member

STATE OF IDAHO)
)ss.
County of Bingham)

This record was acknowledged before me on the 23rd day of March, 2020 ~~November, 2019~~, by **DANIEL BAIR** as a member of BCF, LLC.



Notary Public for Idaho
My Commission Expires: 8-17-23

716135

Instrument # 696973
BINGHAM COUNTY, IDAHO
2018-05-16 02:35:52 PM No. of Pages: 3
Recorded for: ALLIANCE TITLE - BLACKFOOT OFF
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:390077

FOR VALUE RECEIVED

Kip McGee Hunter and Brandi Ann Hunter, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

BCF, LLC, an Idaho Limited Liability Company

whose current address is

**316 N 200 W
Blackfoot, ID 83221**



the grantee(s), the following described premises, in Bingham County, Idaho, TO WIT:

Parcel 1

**The East 990 feet of the Northwest Quarter of the Southwest Quarter Section 28,
Township 3 South, Range 33 East, Boise-Meridian, Bingham County, Idaho.**

Parcel 2

**The Southwest Quarter of the Southwest Quarter of Section 28, Township 3 South,
Range 33 East, Boise-Meridian, Bingham County, Idaho.**

**EXCEPTING THEREFROM that portion described as beginning at the Southeast
corner of the Southwest Quarter of the Southwest Quarter Section 28, Township 3
South, Range 33 East, Boise-Meridian, Bingham County, Idaho; thence
West 660 feet; thence
North 660 feet; thence
East 660 feet; thence
South 660 feet to the POINT OF BEGINNING.**

Parcel 3

**The North half of the Southeast Quarter Section 29, Township 3 South, Range 33
East, Boise-Meridian, Bingham County, Idaho.**

**EXCEPT Part of the Northeast Quarter Southeast Quarter, beginning at a point
that is
North 00°00'00" East 1327.85 feet along the section line from the Southeast corner
of said Section 29, and running thence
North 00°00'00" East 252.00 feet along said section line; thence
South 89°56'14" West 194.00 feet; thence
South 00°00'00" West 252.00 feet; thence**

North 89°56'14" East 194 feet along the South line of the Northeast Quarter Southeast Quarter of said Section 29 to the Point of Beginning.

Parcel 3B

An Easement for the benefit of Parcels 1, 2, and 4, for ingress, egress and Underground Irrigation Pipeline over, and across the North 15 feet of the Northwest Quarter of the Southwest Quarter of Section 28, Township 3 South, Range 33 East, Boise-Meridian, Bingham County, Idaho.
Excepting therefrom the East 990 feet

Parcel 3C

An Easement for the benefit of Parcels 1, 2, and 4 as created by instrument recorded May 15, 2018, as Instrument No. 696917, for ingress, egress and underground irrigation pipeline over, and across the following described property:
A strip of land 15 feet wide, the centerline of which is 7.5 feet north of the south line of the following described burdened parcel:

Part of the Northeast Quarter Southeast Quarter of Section 29, Township 3 South, Range 33 East, Boise Meridian, Bingham County, Idaho described as:
Beginning at a point that is North 00°00'00" East 1327.85 feet along the Section line from the Southeast corner of said Section 29, and running thence North 00°00'00" East 252.00 feet along said Section line; thence South 89°56'14" West 194.00 feet; thence South 00°00'00" West 252.00 feet; thence North 89°56'14" East 194.00 feet along the South line of the Northeast Quarter Southeast Quarter of said Section 29 to the point of beginning.

Parcel 4 OWNERS POLICY ONLY

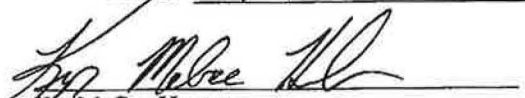
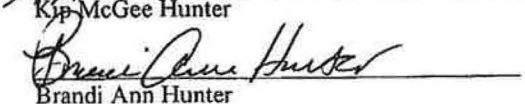
That portion of the Southwest Quarter of the Southwest Quarter of Section 28, Township 3 South, Range 33 East, Boise-Meridian, Bingham County, Idaho described as:

Beginning at the Southeast corner of the Southwest Quarter of the Southwest Quarter Section 28, Township 3 South, Range 33 East, Boise-Meridian, Bingham County, Idaho; thence
West 660 feet; thence
North 660 feet; thence
East 660 feet; thence
South 660 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: May 15, 2018


Kip McGee Hunter

Brandi Ann Hunter

State of Idaho } ss
County of Bingham }

On this 15 day of May, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Kip McGee Hunter and Brandi Ann Hunter, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

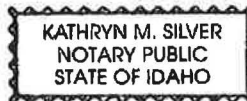
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for the State of Idaho

Residing at:

Commission Expires:

Resides at: Pocatello, ID
My Commission Expires: 5/08/2022



BUY/SELL AGREEMENT

1. PARTIES:

THIS AGREEMENT, made and entered this 4 day of April, 2018, by and between Kip McGee Hunter and Brandi Ann Hunter, husband and wife, hereinafter referred to as Vendors, and BCF, LLC, an Idaho limited liability company, hereinafter referred to as Purchaser.

WITNESSETH:

That the said Vendors, in consideration of the covenants and agreements on the part of the said Purchaser, hereinafter contained, agree to sell and convey unto the said Purchaser, and the Purchaser agrees to buy certain real property particularly described as follows, to-wit:

2. PROPERTY DESCRIPTION:

PARCEL 1:

TOWNSHIP 3 SOUTH, RANGE 33 E.B.M. BINGHAM COUNTY, IDAHO
SECTION 28: THE EASTERLY 990 FEET OF THE NW $\frac{1}{4}$ SW $\frac{1}{4}$.

PARCEL 2:

TOWNSHIP 3 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 28: SW $\frac{1}{4}$ SW $\frac{1}{4}$.

PARCEL 3:

TOWNSHIP 3 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 29: N $\frac{1}{2}$ SE $\frac{1}{4}$, EXCEPT: PART OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$, BEGINNING AT A POINT THAT IS N. 00°00'00" E. 1327.85 FEET ALONG THE SECTION LINE FROM THE SE CORNER OF SAID SECTION 29, AND RUNNING THENCE N. 00°00'00" E 252.00 FEET ALONG SAID SECTION LINE; THENCE S. 89°56'14" W. 194.00 FEET ALONG THE S. LINE OF THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 29 TO THE POINT OF BEGINNING.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, including 100 shares of stock of the Aberdeen-Springfield Canal and .5104 c.f.s. from Idaho Department of Water Resources License Number 35-2824.

SPECIFICALLY EXCEPTING FROM THIS TRANSACTION A PORTION OF IDAHO DEPARTMENT OF WATER ADMINISTRATION LICENSE #35-2824, FOR 1.6296 C.F.S. OF WATER.

Subject to all existing rights-of-way for public highways, protective covenants, utility lines, existing roadways, irrigation ditches and all building, zoning and other restrictions of use and all encumbrances of record.

3. FIXTURES OR PERSONAL PROPERTY:

Reinke quarter mile pivot
75 horsepower motor with irrigation pump
buried mainline
4 Wade Rain quarter mile wheel lines
Approximately 18 pieces of forty foot four inch aluminum handlines

4. PURCHASE PRICE AND METHOD OF PAYMENT:

Purchaser agrees to purchase said property for the sum of Six Hundred Fifty Thousand Dollars (\$650,000) in lawful money of the United States, in cash at closing, under the following terms and conditions.

5. TITLE:

The property herein agreed to be sold shall be conveyed free and clear of all encumbrances, easements, restrictions, taxes, except covenants, restrictions, and easements of record, and taxes not due or delinquent.

At the closing, the Vendors shall execute and deliver to the Purchaser a Warranty Deed in recordable form conveying marketable title to the premises free and clear of all liens and encumbrances except:

- a. Reservation of any minerals or mineral rights to the State of Idaho, if any.
- b. Reservations, restrictions, covenants and easements, of record.
- c. Facts which would be disclosed by a comprehensive survey of the premises.
- d. Objections to the title waived by buyer pursuant to this agreement.
- e. Real estate taxes not then due or delinquent.

6. TITLE INSURANCE AND CONVEYANCE:

The Vendors hereby that they will deliver to the Purchaser at Closing an Owner's policy of title insurance, assuring and insuring good and merchantable title to said premises, and the Vendors, upon receiving the payments provided for in this agreement at the times and in the manner above-mentioned, agree to execute and deliver to the Purchaser a good and sufficient warranty deed vesting title to said property in the Purchaser.

7. NO WARRANTY EXCEPT AS TO TITLE:

The Vendors declare that the irrigation equipment is in good running condition, and the Purchaser declares that it is buying the property "as is" and on its own examination and judgment and not through any representation made to them by the Vendors, or any agent for the Vendors, as to its location, value, future value, income therefrom or its production. This paragraph shall not apply to the warranty of title.

8. POSSESSION.

Purchaser will be entitled to possession of the Property on the Closing Date.

9. CONDITION PRECEDENT.

The parties to this Agreement acknowledge qualification of a prior transaction in which the Purchaser under this Agreement is selling other property as a Section 1031 tax free exchange is a condition precedent to the obligations to perform the terms of this Agreement, and the parties further agree that unless the parties otherwise agree in writing to modify the terms of this Agreement, this Agreement shall be null and void and of no further force or effect if the transactions do not qualify as a 1031 exchange. Vendors acknowledge it is the Purchaser's intent to effect an IRC Section 1031 tax-deferred exchange which will not delay the closing or cause additional expense to Vendors. The Purchaser's rights and obligations under this agreement will be assigned to a Qualified Intermediary, for the purpose of completing the exchange. Vendors agree to cooperate with the Purchaser in a manner necessary to complete the exchange.

10. PRORATION OF TAXES AND WATER ASSESSMENTS:

Real property taxes will be prorated as of the date of Closing. Vendors shall be responsible for the payment of all 2018 real estate taxes pro-rated up to the date of closing, and Purchaser shall be responsible for all real estate taxes assessed and prorated after the date of Closing.

Water assessments will be prorated as of December 31, 2017. Vendors shall be responsible for the payment of all 2017 canal company charges and water assessments, and Purchaser shall be

responsible for all 2018 canal company charges and ground water assessments allocable to the property to be conveyed.

11. CLOSING:

- a. Closing Agent. The Closing Agent for this Agreement shall be Alliance Title & Escrow Corporation, 246 West Pacific Suite A, Blackfoot, Idaho ("Closing Agent"). Vendors and Purchaser shall each pay one-half of the Closing Agent's Closing Fees at Closing.
- b. Time, Date, and Place of Closing. Closing shall be at the offices of the Closing Agent, on or before May 15th, 2018 or at such other time, date, and place as may be mutually agreed between Seller and Buyer,
- c. Closing Agent Instructions. Vendors and Purchaser shall execute and deliver to the Closing Agent Instructions on the form generally provided by the Closing Agent with such modifications as are reasonably agreed upon or acceptable to the parties. Closing Agent will prepare a Statement of Settlement for both parties.
- d. Prior to closing the parties shall deliver to the Closing Agent the following:
 - i. Vendors shall deliver a Warranty Deed in recordable form, together with a duly executed Bill of Sale.
 - ii. Purchaser shall deliver the purchase price in negotiable funds.
- e. The parties acknowledge that to the extent that the above identified documents satisfy the obligations set forth in this agreement, this agreement will become merged in the above documents. This agreement will otherwise remain in full force and effect.

12. CLOSING COSTS:

Vendors shall pay the premium for the Title Policy. Purchaser will pay the additional premiums required for any extended coverage or endorsements requested by Purchaser. Escrow fees will be split equally between Vendors and Purchaser.

13. ESCROW CANCELLATION CHARGES.

If the Escrow fails to close because of Purchaser's default, Purchaser will be liable for any escrow and title commitment cancellation charges by Escrow Agent, together with the costs of appraisal of the property incurred by the Purchaser. If the Escrow fails to close because of Vendors' default, Vendors will be liable for any such cancellation charges by Escrow Agent together with the costs of appraisal incurred by the Purchaser. If the Escrow fails to close through no fault of either Vendors or Purchaser, any such cancellation charges by Escrow Agent shall be divided equally between Vendors and Purchaser.

14. FUTURE RIGHTS TO EXCHANGE WATER RIGHTS:

The parties agree that at any time within five (5) years of the date of Closing of this transaction Vendors may tender to and exchange with Purchasers not more than twenty nine (29) additional shares of stock of Aberdeen-Springfield Canal Company for transfer of a portion of Idaho Department of Water Resources License Number 35-2824, with Purchaser being obligated to transfer .0176 c.f.s. of water from said water right for each share of stock of Aberdeen-Springfield shares tendered to Purchasers. The parties each further agree to take all reasonable steps necessary to cooperate with the other to complete such exchange or exchanges. Vendors shall be solely responsible for all legal and administrative costs and fees to complete such transfer or transfers.

The parties agree the obligation set forth in this paragraph shall survive the Closing addressed in this Agreement for a term of five (5) years from the date of Closing. The parties further agree this

STATE OF IDAHO)
 : ss
County of Bingham)

On this 4th day of April, 2018, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Brandi Ann Hunter**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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 Jennings
Notary Public for Idaho
Residing at: Shelley
My Commission Expires: 6-6-2021

PURCHASER

BCF, LLC
Paul Bair
Its: member

STATE OF IDAHO)
 : ss
County of Bingham)

I, a notary public, do hereby certify that on this 24th day of March, 2018, personally appeared before me Daniel Bair, who, being by me first duly sworn, declared that he is Member of **BCF, LLC** and 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.

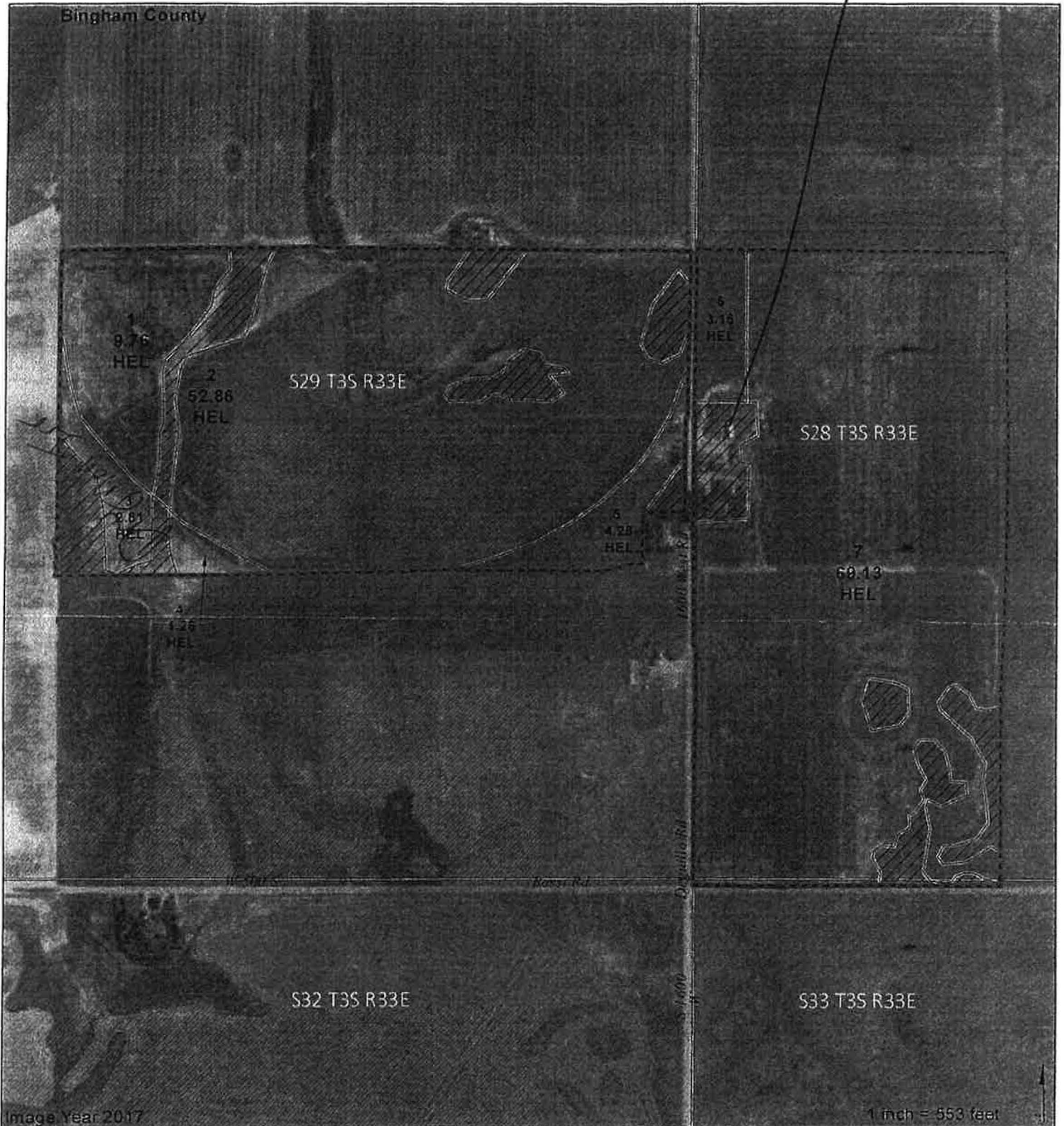
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



Dwight E Baker
Notary Public for Idaho
Residing at: Blackfoot
My Commission Expires: 1-2-24

Bingham County, Idaho

K.Y. 152



Common Land Unit

- Non-Cropland
- Cropland
- Tract Boundary
- PLSS
- County Boundary

Wetland Determination Identifiers

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 143.26 acres

2018 Program Year

Map Created February 08, 2018

Farm 6230

Tract 27014

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland Identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

MEMORANDUM

TO: Sascha Marston
FROM: Jean Hersley
DATE: May 22, 2020
RE: **Refund: ownership change returned**

Please refund \$100.

NAME: BCF LLC
316 N 200 W
BLACKFOOT ID 83221-5702

RECEIPT #: E044038

Thank you.

Jean

Hersley, Jean

From: Hersley, Jean
Sent: Friday, May 22, 2020 3:36 PM
To: IdwrPayable
Subject: refund
Attachments: BCF LLC.doc

Please process this refund ASAP.

Thank you .

Jean

Hersley, Jean

From: Cefalo, James
Sent: Wednesday, May 20, 2020 4:08 PM
To: Hersley, Jean
Subject: RE: LCSC Transfers; Recorded Deeds

Jean,

Were you able to track down the BCF ownership change? I think you have the original. It was sent to the State Office because the right was in the WSB. I was just clearing off some papers on my desk and came across my copy of the ownership change. The receipt doesn't show any refund yet. You may be working from home and don't have access to the "problems" folder. If there is anything I can do to help, let me know.

James

From: Cefalo, James
Sent: Friday, April 10, 2020 9:58 AM
To: Hersley, Jean <Jean.Hersley@idwr.idaho.gov>
Subject: FW: LCSC Transfers; Recorded Deeds

Jean,

In May 2018, BCF LLC filed an ownership change for a portion of water right 35-2824. The water right was already included in multiple transfer applications proposing to move all of water right 35-2824 off of the BCF property. It has been a long journey, but it looks like the transfer applications will finally move to approval. BCF recently conveyed all of its interest in water right 35-2824 to Kip Hunter (the previous owner of the property and the current owner of record for the water right). This conveyance will allow the water right to be moved off of the BCF property.

The ownership change filed by BCF is no longer needed. In fact, given the attached Special Warranty Deed, we couldn't complete the ownership change anyway. Please return the ownership change to BCF and refund the filing fee.

Thanks for being patient while we waited for Kip Hunter and the attorneys to get the ownership issues cleared up.

James

From: Rob Harris [<mailto:rharris@holdenlegal.com>]
Sent: Friday, April 10, 2020 9:03 AM
To: Jonas Reagan <jreagan@idahowaters.com>; Kent Fletcher (wkf@pmt.org) <wkf@pmt.org>; Cefalo, James <James.Cefalo@idwr.idaho.gov>; TJ Budge <tj@racineolson.com>
Subject: LCSC Transfers; Recorded Deeds

All:

Attached are recorded deeds resolving the ownership issue of the Kip Hunter water right (35-2824). I will circulate a stipulation for withdrawal of protest shortly.

Thanks,



Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, PLLC
1000 Riverwalk Drive, Suite 200
P.O. Box 50130
Idaho Falls, ID 83405-0130
Phone: (208) 523-0620
Fax: (208) 523-9518
E-Mail: rharris@holdenlegal.com

Confidentiality Notice: The information contained in this electronic e-mail and any accompanying attachments, all of which may be confidential and/or privileged, is intended only for the intended recipient. If you are not the intended recipient, any unauthorized use, disclosure or copying of this e-mail and its contents is strictly prohibited and may be unlawful. If you are not the intended recipient, please do not print, copy, retransmit, or otherwise use the information. If you have received this message in error, please notify the sender immediately by e-mail. If you are not the intended recipient, please delete the original message and all copies from your system. Thank you.

Hersley, Jean

From: Cefalo, James
Sent: Thursday, April 11, 2019 2:56 PM
To: Hersley, Jean
Subject: RE: Water right 35-2824

Jean,

I just heard from Rob Harris that the Hunter transfers will soon be withdrawn. Of course, with attorneys, "soon" may mean sometime in the next 12 months. Even if the Hunter transfers are withdrawn, we might still hold off on completing the ownership change. According to Harris, Hunter has worked out his option reservation with BCF and the water right is being sold to another water user. I have spoken to the attorney for BCF, LLC and he is not opposed to holding off on the ownership change until the Hunter resale of the rights is settled.

James

From: Hersley, Jean
Sent: Thursday, April 11, 2019 2:21 PM
To: Cefalo, James <James.Cefalo@idwr.idaho.gov>
Subject: Water right 35-2824

I'm trying to clean up some ownership changes I have and came across one involving water right 35-2824. I noticed there are two transfers pending on this right. I'm attaching a shapefile that indicates the land BCF, LLC was conveyed by the Hunter's. There is also a Buy/Sell Agreement that gives BCF, LLC a specific portion of this water right, 0.5104 cfs and 100 shares of Aberdeen-Springfield Canal stock. I don't want to change anything while the water right is in the middle of a transfer unless it is ok to do so. Please let me know how I should move forward. I have also attached the Ownership documents.

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