

RECEIVED

JAN 06 2020

Form 12-2019

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 03 2020

DEPT OF WATER RESOURCES
SOUTHERN 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?
WR 51-115	Yes ☐	Yes ☐	WR 51-12970	Yes ☐	Yes ☐
WR 51-10202	Yes ☐	Yes ☐	WR 51-12968	Yes ☐	Yes ☐
WR 51-10344	Yes ☐	Yes ☐	WR 51-12904	Yes ☐	Yes ☐
WR 51-12884	Yes ☐	Yes ☐	WR 51-12969	Yes ☐	Yes ☐
WR 51-12747	Yes ☐	Yes ☐	WR 51-12971	Yes ☐	Yes ☐

2. Previous Owner's Name: C.E. Brackett Cattle Co., an Idaho Corporation
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Bert's Summer Camp, LLC and Ira's Summer Camp, LLC, as Tenants in Common
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- P.O. Box 83 Twin Falls Idaho 83303-0083
Mailing address City State ZIP
208-733-2721 RKvanvig@idaho-law.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 20, 2019
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
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 # 51-115

8. Signature: [Signature] Managing Director December 20, 2019
Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] Managing Director December 20, 2019
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by SG Date 1/3/20 Receipt No. 5037679 Receipt Amt. 1475.00
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 W-9 Approved by LE Processed by LE Date 02/03/2020

Received by SG Date 1/3/20 Receipt No. 5037679 Receipt Amt. 18475.00
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 LE Processed by LE Date 02/03/2020

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED, **C.E. Brackett Cattle Co.**, an Idaho Corporation, organized and existing under the laws of the State of Idaho, GRANTOR, hereby grant, bargain, sell and convey unto **Bert's Summer Camp, LLC**, a Colorado Limited Liability Company, organized and existing under the laws of the State of Colorado, and **Ira's Summer Camp, LLC**, a Colorado Limited Liability Company, organized and existing under the laws of the State of Colorado, **as Tenants in Common**, GRANTEE, whose current address is at P.O. Box 83, Twin Falls, Idaho 83303-0083, the following described real property located in Owyhee County, State of Idaho, more particularly described as follows, to wit:

Parcel 1:

In Township 15 South, Range 11 East, Boise Meridian, Owyhee County, Idaho:

Section 29: East Half of the Southwest Quarter, Southeast Quarter

Section 32: East Half, East Half of the Northwest Quarter, Northeast Quarter of the Southwest Quarter

EXCEPTING THEREFROM the following described parcels:

Parcel A: BEGINNING at a point which bears North 47° 43' East 843.4 feet from the quarter corner common to Section 32, Township 15 South, Range 11 East, Boise Meridian, Owyhee County, Idaho and Section 5 Township 16 South, Range 11 East, Boise Meridian, Owyhee County, Idaho; thence North 8° 26' East 211.5 feet; thence South 80° 38' East 411.7 feet; thence South 8° 25' West 211 feet; thence North 80° 39' West 411.6 feet to the PLACE OF BEGINNING.

Parcel B: COMMENCING at the South Quarter corner of Section 32, Township 15 South, Range 11 east, Boise Meridian, Owyhee County, Idaho; thence North 67° 07'31" East, 723.68 feet to the REAL POINT OF BEGINNING, which lies South 40° 02'12" West 3075.35 feet from the East Quarter corner of Section 32; thence South 84° 28'15" East, 321.16 feet; thence South 09° 20'35" West, 210.59 feet; thence North 81° 19'01" West, 259.93 feet; thence North 08° 08'13" West, 201.53 feet, to the REAL POINT OF BEGINNING.

Parcel C: A parcel of land located in the Southwest Quarter of the Southeast Quarter, Section 32, Township 15 South, Range 11 East, Boise Meridian, Owyhee County, Idaho, being more particularly described as follows: Commencing at the South Quarter corner of said Section 32; thence North 67° 07'31" East, 723.68 feet to the REAL POINT OF BEGINNING. Said point of beginning lies South 40° 02'14" West, 3075.35 feet from the East Quarter corner of Section 32; thence North 08° 08'13" West, 254.36 feet; thence South 80° 22'33" East, 395.51 feet; thence South 08° 59'34" West, 219.31 feet; thence North 84° 28'15" West, 321.16 feet to the REAL POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM the Three Creek Road Right of Ways as Granted to the Three Creek Good Roads District, as described in the Bargain and Sale Deed recorded

June 18, 1968 in Book 61 of Deeds, page 299 and the Easement document recorded June 11, 1968 in Book 61 of Deeds, page 275, Owyhee County records.

Parcel 2:

In Township 16 South, Range 10 East, Boise Meridian, Owyhee County, Idaho:
Section 24: Northeast Quarter of the Northeast Quarter

Parcel 3:

In Township 16 South, Range 11 East, Boise Meridian, Owyhee County, Idaho:
Section 5: Northeast Quarter of the Northeast Quarter
Section 6: East Half of the Southwest Quarter
Section 7: Southwest Quarter of the Northeast Quarter, West Half of the Southeast Quarter, Northeast Quarter of the Southwest Quarter, Southeast Quarter of the Northwest Quarter, Northeast Quarter of the Northwest Quarter, and Government Lots 1, 2, 3 and 4
Section 18: West Half of the East Half, East Half of the West Half, Government Lots 1, 2, 3 and 4
Section 19: Government Lot 1

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, that it is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes, assessments, including irrigation and utility easements (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.

TOGETHER with all buildings and improvements thereon.

TOGETHER with any and all right, title and interest to range and grazing rights and to USDI-BLM grazing permit, preference and privileges, including any and all right, title and interest to the associated public lands range improvements within and adjacent to the administrative boundary known or commonly known as the Poison Creek AMP Allotment (aka Poison Butte Allotment), Jarbidge Field Office, Twin Falls Grazing District, Idaho, Bureau of Land Management, U.S. Department of the Interior, and including any and all right, title and interest to range water, water rights and privileges of every name, kind, character, and description appurtenant to and used in connection with said range and grazing rights, said grazing permit, preference, and privileges, and said range improvements.

TOGETHER with any and all right, title and interest to reservoirs, ditches or other rights of way authorized under various pre-1976 Federal Grants upon or across the public lands and national forest system lands, including any and all right, title and interest to water and water rights of every name, kind, character, and description appurtenant to and used in connection with said Grants.

TOGETHER with any and all water and water rights of any kind, name or nature, including but not limited to, the rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumps, pumping stations, stock water companies, and all other means for the diversion or use of water appurtenant to said legally described real property or any part thereof, for irrigation, stockwatering, domestic or any other use, together with all permits, certificates, proofs and other evidences of water rights or privileges filed and of record with the Division of Water Resources, State of Idaho, including Water Rights 51-115, 51-10202, 51-10344, 51-12884, 51-12747, 51-12970, 51-12968, 51-12904, 51-12969, 51-12971, 51-12973, 51-12901, 51-12905, 51-12917, 51-12908, 51-12918, 51-12896A, 51-12957, 51-12972.

TOGETHER with any interest to the Telecommunications Site Lease by and between Brackett Livestock, Inc., an Idaho corporation (lessor) and Rural Telephone Company, an Idaho Corporation (lessee), recorded October 22, 1984, as Instrument No. 182954, Owyhee County records, including any rent or lease payments paid after December 20, 2019.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

The officer who signs this Deed hereby certifies that this Deed and the transfer represented thereby was duly authorized by Resolution dated December 16, 2019, of the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 20th day of December, 2019.

C.E. BRACKETT CATTLE CO.

by 
Chester Earl Brackett, President

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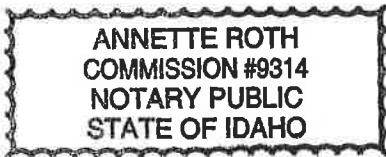
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STATE OF IDAHO)
) ss.
COUNTY OF TWIN FALLS)

I, Annette Roth, a notary public, do hereby certify that on this 20th day of December, 2019, personally appeared before me, Chester Earl Brackett, who, being by me first duly sworn, declared that he is the President of C.E. Brackett Cattle Co., that he signed the foregoing Corporate Warranty Deed as President of the corporation, and that the statements therein contained are true.



Annette Roth
NOTARY PUBLIC IN AND
FOR THE STATE OF IDAHO.
Residing at Twin Falls, Idaho. Rupert Idaho.
My Comm. Exp. 8-4-2023

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED, **C.E. Brackett Cattle Co.**, an Idaho Corporation, organized and existing under the laws of the State of Idaho, GRANTOR, hereby grant, bargain, sell and convey unto **Bert's Summer Camp, LLC**, a Colorado Limited Liability Company, organized and existing under the laws of the State of Colorado, and **Ira's Summer Camp, LLC**, a Colorado Limited Liability Company, organized and existing under the laws of the State of Colorado, as **Tenants in Common**, GRANTEE, whose current address is at P.O. Box 83, Twin Falls, Idaho 83303-0083, the following described real property located in Owyhee County, State of Idaho, more particularly described as follows, to wit:

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TOGETHER with any and all water and water rights of any kind, name or nature, including but not limited to, the rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumps, pumping stations, stock water companies, and all other means for the diversion or use of water appurtenant to said legally described real property or any part thereof, for irrigation, stockwatering, domestic or any other use, together with all permits, certificates, proofs and other evidences of water rights or privileges filed and of record with the Division of Water Resources, State of Idaho, including Water Rights 51-115, 51-10202, 51-10344, 51-12884, 51-12747, 51-12970, 51-12968, 51-12904, 51-12969, 51-12971, 51-12973, 51-12901, 51-12905, 51-12917, 51-12908, 51-12918, 51-12896A, 51-12957, 51-12972.

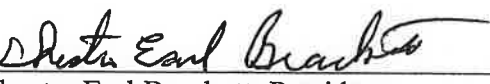
TOGETHER with any interest to the Telecommunications Site Lease by and between Brackett Livestock, Inc., an Idaho corporation (lessor) and Rural Telephone Company, an Idaho Corporation (lessee), recorded October 22, 1984, as Instrument No. 182954, Owyhee County records, including any rent or lease payments paid after December 20, 2019.

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The officer who signs this Deed hereby certifies that this Deed and the transfer represented thereby was duly authorized by Resolution dated December 16, 2019, of the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 20th day of December, 2019.

C.E. BRACKETT CATTLE CO.

by 
Chester Earl Brackett, President

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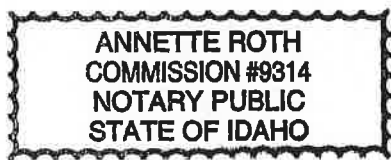
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STATE OF IDAHO)
) ss.
COUNTY OF TWIN FALLS)

I, Annette Roth, a notary public, do hereby certify that on this 20th day of December, 2019, personally appeared before me, Chester Earl Brackett, who, being by me first duly sworn, declared that he is the President of C.E. Brackett Cattle Co., that he signed the foregoing Corporate Warranty Deed as President of the corporation, and that the statements therein contained are true.



Annette Roth
NOTARY PUBLIC IN AND
FOR THE STATE OF IDAHO.
Residing at ~~Twin Falls, Idaho.~~
My Comm. Exp. 8-4-2023

Rupert Idaho.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

February 04, 2020

BERTS SUMMER CAMP LLC
IRAS SUMMER CAMP LLC
PO BOX 83
TWIN FALLS ID 83303-0083

Re: Change in Ownership for Water Right No(s): 51-115, 51-10202, 51-10344, 51-12747, 51-12884, 51-12896A, 51-12901, 51-12904, 51-12905, 51-12908, 51-12917, 51-12918, 51-12957, and 51-12968 through 51-12973

Dear Water Right Holders:

The Department of Water Resources (Western) 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) 605-4622.

Sincerely,

Lynne Evans
Office Specialist II

Enclosure(s)



211 West 13th Street
Burley, ID 83318
Ph. (208) 881-0087
Fx. (866) 582-7546
www.titleonecorp.com

ID Department of Water Resources
650 Addison Ave. West, Ste. 500
Twin Falls, ID 83301

RECEIVED

JAN 03 2020

DEPT OF WATER RESOURCES
SOUTHERN REGION

Date: 1/02/2020

RECEIVED

JAN 06 2019

Escrow No. 19351162
Bert's Summer Camp, LLC

WATER RESOURCES
WESTERN REGION

Dear Clerk:

Enclosed with this letter please find the following in connection with the above referred to transaction:

1. Two (2) original executed Notices of Change in Water Right Ownership between C. E. Brackett Cattle Co. and Bert's Summer Camp, LLC.
2. Copies of the original recorded Corporate Warranty Deeds.
3. TitleOne's check no. 24669 made payable to the Idaho Department of Lands in the amount of \$475.00 for the water transfer fee.

Please make the necessary changes and return a receipted copy to Annette Roth, TitleOne, P. O. Box 177, Burley, ID 83318 indicating File No. **19351162..**

Should you have any questions, or if TitleOne may be of further assistance, please do not hesitate to contact Annette Roth at 208-878-3524.

Very truly yours,
TITLEONE

Nancy Garrett
Administrative Assistant

AR/nrg
Enc.
FedEx