

** Refunded & Returned 05/12/19*RECEIVED *DE*

MAY 16 2019

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT 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?
<i>63-10536</i>	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:

Charles Meissner Jr.
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Peterman Nampa L.L.C. (Linda Peterman - Manager)
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

Mailing address *10557 W. Bucktail Dr. Eagle ID 83741*
 Telephone *(208) 869-8990* Email *linda.peterman@gmail.com*

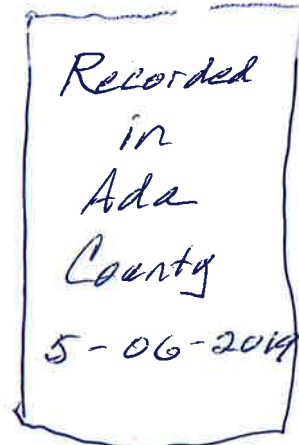
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: *May 05, 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.

8. Signature:
- Peterman Nampa L.L.C. Linda Peterman*
- Title, if applicable
- Manager*
- Date
- May 16, 2019*

Signature: _____ Title, if applicable _____ Date _____
 Signature of new owner/claimant

For IDWR Office Use Only:

Received by *KT* Date *5/16/19* Receipt No. *W047411* Receipt Amt. *100.00*
 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 *KT* Approved by *KT* Processed by *KT* Date *KT*



AFTER RECORDING RETURN TO:

Peterman Nampa, LLC
10557 W. Bucktail Dr.
Boise, Idaho 83714

19329312 JG

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned, 3101 N Palmer LLC, a Colorado Limited Liability Company, Grantor, of P.O. Box 1031, Dillon, Montana 59725, hereby grants unto Peterman Nampa, LLC, an Idaho Limited Liability Company, Grantee, of 10557 W. Bucktail Dr., Boise, Idaho 83714, all of its interest in the real property situated in Ada County, Idaho, and more particularly described as follows:

Commencing at the Northeast corner of Lot 3 (Northeast quarter of the Northwest quarter) of Section 3, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho; thence South 455.5 feet along the East boundary line of said Lot 3 (Northeast quarter of the Northwest quarter) to the Point of Beginning; thence continuing South along the East boundary line of said Lot 3 (Northeast quarter of the Northwest quarter) 544.5 feet; thence West along a line parallel with the North boundary line of said Lot 3 (Northeast quarter of the Northwest quarter) 800 feet; thence North along a line parallel with the East boundary line of said Lot 3 (Northeast quarter of the Northwest quarter) 544.5 feet; thence East 800 feet to the Point of Beginning.

TOGETHER WITH all improvements, fixtures and appurtenances situate on the above-described property.

FURTHER TOGETHER WITH all easements or interest in easements appurtenant to the real property which are or have been utilized in conjunction with the property for Grantor's benefit.

FURTHER TOGETHER WITH all and singular the hereinbefore described premises, together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rent, issues and profits thereof; and also all the estate, right, title, interest, possession, claim and demand whatsoever, as well in law as in equity, of the Grantor, of, in or to the said premises, and every part and parcel thereof, with appurtenances thereto belonging.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, forever, SUBJECT TO THE FOLLOWING:

- a) Reservations and exceptions in patents from the United States and the State of Idaho.
- b) Any and all existing covenants, conditions, restrictions, exceptions, reservations, encumbrances, easements and rights of way, whether or not of record.

- c) Any and all mineral and royalty reservations or conveyances of records, oil and gas leases of record, and mineral leases of record.
- d) County road rights-of-way not recorded and indexed as a conveyance in the office of the Clerk and Recorder of Ada County, Idaho.
- e) Rights of the public in and to that portion of the premises described herein taken or used for road purposes, if any.
- f) Covenants, conditions, restrictions and reservations contained in all prior deeds of record with respect to the real property described above or any portion thereof.
- g) Liens for any personal property taxes of the vestee or taxes due upon improvements upon said real property that may be a lien upon the real property described herein as provided by Idaho Code.
- h) Taxes and assessments for 2019 and subsequent years.

Grantor, for itself and its successors and assigns, expressly limits the covenants of this deed to those herein expressed, and warrants and covenants to Grantee only that prior to the execution of this deed, and except as to those encumbrances and conveyances made by Grantor which are included within exceptions (a) through (h) above, Grantor has not conveyed the above-described property, or any right, title or interest therein, to any person other than the Grantee, and that the above-described property is free from encumbrances done, made or suffered by the Grantor or any person claiming under it. Grantor, its successors and assigns, does hereby covenant with the Grantee, its successors and assigns, to warrant and defend the title to the premises hereby conveyed but only the express terms of this special warranty deed, against the claim of every person whatsoever, claiming by, through or under the said Grantor.

Except for the warranties of title contained herein and subject to limitations hereon contained in this conveyance, Grantee agrees by acceptance of this Special Warranty Deed and its delivery and recording in Ada County, Idaho, that they expressly accept the property described above and all of its improvements, fixtures and appurtenances, "as is", "where is", and "with all faults" and without any warranty, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

DATED EFFECTIVE this 1st day of May, 2019.

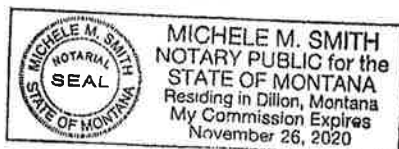
GRANTOR:

3101 N Palmer, LLC, A Colorado Limited Liability Company
By: Accrui Exchange Accommodation Services LLC,
Manager

By Shanda Turner
Shanda Turner, Exchange Coordinator

STATE OF MONTANA)
)ss.
County of Beaverhead)

THIS INSTRUMENT was acknowledged this 30th day April, 2019, by Shanda Turner, Exchange Coordinator of Accrui Exchange Accommodation Services LLC, Manager of 3101 N Palmer, LLC, a Colorado Limited Liability Company.



Michele M. Smith
(Signature of Notary Public)

FIRST AMENDMENT TO AND RESTATEMENT OF THE OPERATING AGREEMENT OF PETERMAN NAMPA, LLC

THIS FIRST AMENDMENT TO AND RESTATEMENT OF THE OPERATING AGREEMENT ("*Operating Agreement*") of Peterman Nampa, LLC ("*Company*") is made and entered into effective as of January 15, 2019 ("*Effective Date*") by Linda S.B. Peterman also known as Linda Peterman, as the member owner of the Company ("*Member*") and Linda S.B. Peterman also known as Linda Peterman as the manager of the Company ("*Manager*").

ARTICLE 1 GENERAL

Formation

. The Company was formed upon the filing of the Company's Certificate of Organization with the Idaho Secretary of State on April 22, 2011. The Company was formed pursuant and subject to the Idaho Limited Liability Company Act (Idaho Code Section 30-25-101 *et seq.*, the "*Act*"). The Member and Manager enter into and adopt this Operating Agreement as of the Effective Date.

Certificate of Organization

. The Company may change its Certificate of Organization from time to time through appropriate filings with the Idaho Secretary of State.

Name

. The name of the Company is "Peterman Nampa, LLC", and all business of the Company shall be conducted under that name or one or more additional names as may be adopted by the Company under applicable law.

Duration

. The Company continues to exist in perpetuity until dissolved pursuant to Article 6.

Purposes and Powers

. The Company has any lawful purpose. The Company has the power to do all things necessary or convenient to carry on its activities.

Registered Agent and Office

. The Company's registered agent for the service of process is the person reflected on the Company's Certificate of Organization, and thereafter the person reflected on the Company's current annual report filed with the Idaho Secretary of State. If the registered agent is not a commercial registered agent under the Idaho Registered Agents Act, the registered office is initially the location reflected on the Company's Certificate of Organization, and thereafter the

Jones, Chad

From: Jones, Chad
Sent: Friday, September 27, 2019 9:19 AM
To: Marston, Sascha
Subject: Refund - PETERMAN NAMPA LLC

TO: Sascha Marston

FROM: Chad Jones

DATE: September 27, 2019

RE: Refund: Notice of Change in Water Right Ownership 63-10536

Please refund \$100. Peterman Nampa LLC submitted a split ownership change application for 63-10536, but the POU for the water right was not appurtenant to their parcel and has since been modified further by Transfer no. 83159.

Please issue a refund of \$100 to:

PETERMAN NAMPA LLC
10557 W BUCKTAIL DR
EAGLE ID 83714

RECEIPT #

W047411



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

September 27, 2019

PETERMAN NAMPA LLC
10557 W BUCKTAIL DR
EAGLE ID 83714

RE: Ownership Change for Water Right No. 63-10536

Dear Applicants:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership. However, the application has not been processed due to insufficient documentation.

- After reviewing the application it was determined that the 10 acre place of use (POU) was not appurtenant to the parcel conveyed on the warranty deed received by the Department. The correct POU for 65-10536 has since been updated through Transfer no. 83159. A copy of the transfer and a map are included for your reference.

Because the Department cannot process this request at this time, we are returning the application and all attachments. A refund has been requested and will be sent to the payer under separate cover.

Thank you for your cooperation, if you have any questions please contact this office at (208)334-2190.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chad Jones', is written over a light blue horizontal line.

Chad Jones
Technical Records Specialist I
Western Region Office

Enclosures