

RECEIVED
APR 22 2019
WATER RESOURCES
WESTERN REGION

STATE 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?
63-27473	Yes ☒	Yes ☐		Yes ☐	Yes ☐
↓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
Split w/ 63-34720	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: As Equity LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Idaho Arts Charter
New owner(s) as listed on the conveyance document
- Name connector ☐ and ☐ or ☒ and/or
- Mailing address: 525 N. Broadmore Way
City: Nampa State: ID ZIP: 83687-5387
- Telephone: 208-989-1513
- Email: jackie.collins@idahoartscharter.org
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. 7 acs
5. Date you acquired the water rights and/or claims listed above: 12-20-2015
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.
NA If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
NA 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: Jackie Collins Title, if applicable: Ex Director Date: 4-19-19
Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by: AK Date: 4/22/2019 Receipt No. W047333 Receipt Amt. 100.00

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

Name on W-9: X Approved by: CP Processed by: CD Date: 05/17/19

W-9 received? Yes ☐ No ☒



Pioneer Title Co.

GOING BEYOND

610 S. Kimball Avenue
Caldwell, ID 83605

ELECTRONICALLY RECORDED-DO NOT
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PART OF THE ORIGINAL DOCUMENT

File No. 583816 KD/HH

WARRANTY DEED

For Value Received

Lets Golf LLC, an Idaho limited liability company

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Idaho Arts Charter School

hereinafter referred to as Grantee, whose current address is 1220 5th St. North Nampa, ID 83687

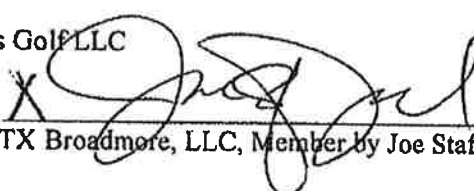
The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: December 18, 2015

Lets Golf LLC

By: 

TX Broadmore, LLC, Member by Joe Stafford, Manager

By: _____

Bling, LLC, Member by Russ Hunemiller, Manager

2015-049843

RECORDED

12/22/2015 02:08 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=5 EHOWELL

\$22.00

TYPE: DEED

PIONEER TITLE CANYON - CALDWELL

ELECTRONICALLY RECORDED



Pioneer Title Co.
GOING BEYOND

610 S. Kimball Avenue
Caldwell, ID 83605

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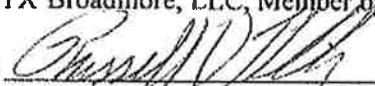
To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: December 18, 2015

Lets Golf LLC

By: 

TX Broadmore, LLC, Member by Joe Stafford, Manager

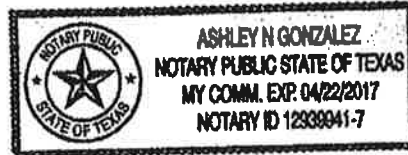
By: 

Bling, LLC, Member by Russ Hunemiller, Manager

State of Texas, County of X Travis

On this 21 day of December in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Stafford, known or identified to me to be the Manager of TX Broadmore, LLC, Member of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

Ashley Gonzalez
Residing at: X Austin Texas
Commission Expires: X 4/22/2017



State of Idaho, County of Canyon

On this _____ day of December in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Russ Hunemiller, known or identified to me to be the Manager of Bling, LLC, Member of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

Residing at: Wilder
Commission Expires: 1-27-17

State of Texas, County of X

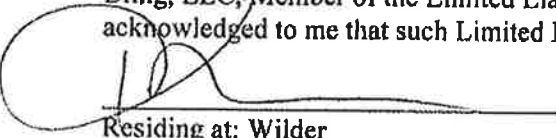
On this 4 day of December in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Stafford, known or identified to me to be the Manager of TX Broadmore, LLC, Member of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

Residing at: X

Commission Expires: X

State of Idaho, County of Canyon

On this 2nd day of December in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Russ Hunemiller, known or identified to me to be the Manager of Bling, LLC, Member of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.


Residing at: Wilder

Commission Expires: 1-27-17

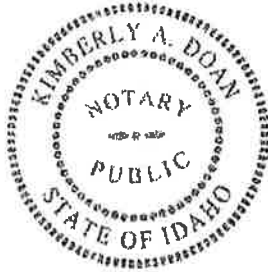


EXHIBIT A

Parcel 1:

A parcel being Lot 4 of Block 2 of Broadmore Commercial Park First Addition as shown in Book 16 of Plats on Page 20, records of Canyon County, Idaho, a portion of the NE 1/4 of Section 16, and a portion of the SE 1/4 of Section 16, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southeast corner of said NE 1/4 of Section 16, from which an Aluminum Cap monument marking the northeast corner of said NE 1/4 bears N 00°23'44" E a distance of 2648.21 feet;

Thence N 89°47'12 " W along the southerly boundary of the said NE 1/4 a distance of 1003.19 feet to a point;

Thence leaving said southerly boundary S 2°36'22" W a distance of 150.87 feet to the POINT OF BEGINNING;

Thence continuing S 2°36'22" W a distance of 155.00 feet to a point; ✓

Thence N 87°23'38" W a distance of 250.00 feet to a point; ✓

Thence N 81°15'56" W a distance of 288.05 feet to a point; ✓

Thence N 36°19'56" W a distance of 61.14 feet to a point; ✓

Thence N 42°42 '46" W a distance of 89.06 feet to a point; ✓

Thence N 62°59'33" W a distance of 99.79 feet to a point; ✓

Thence N 70°26'41" W a distance of 81.76 feet to a point; ✓

Thence N 65°37'01" W a distance of 43.13 feet to a point; ✓

Thence N 72°41'57" W a distance of 83.19 feet to a point; ✓

Thence N 74°58'54" W a distance of 55.27 feet to a point; ✓

Thence N 76°39'05" W a distance of 68.78 feet to a point; ✓

Thence S 89°47'35 " E a distance of 142.06 feet to a point on the northerly boundary of said Lot 4 of J Block 2 of Broadmore Commercial Park First Addition ;

Thence along said northerly boundary the following described courses: Thence N 35°30'39" E a distance of 57.41 feet to a point; ✓

Thence S 89°48'06" E a distance of 86.00 feet to a point; ✓

Thence S 75°07'50" E a distance of 92.00 feet to a point; ✓

Thence S 87°02'43" E a distance of 239 .00 feet to a point; ✓

Thence S 64°08'42" E a distance of 28.00 feet to a point; ✓

Thence leaving said northerly boundary S 89°47'35" E a distance of 185.81 feet to a point; ✓

Thence S 2°36'22" W a distance of 146.29 feet to a point; ✓

Thence S 87°23 '38" E a distance of 250.00 feet to the POINT OF BEGINNING.

EXHIBIT A

A parcel being a portion of the SE ¼ of Section 16, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the northeast corner of said SE ¼ of Section 16, from which a Brass Cap monument marking the northeast corner of the NE ¼ of said Section 16 bears N 0°23'44" E a distance of 2648.21 feet;

└ Thence N 89°47'17" W along the northerly boundary of said SE ¼ a distance of 991.18 feet to a point on the westerly right-of-way of N. Broadmore Way;

└ Thence S 2°36'22" W along said westerly right-of-way a distance of 8.51 feet to the POINT OF BEGINNING;

└ Thence continuing along said westerly right-of-way S 2°36'22" W a distance of 142.86 feet to a point;

└ Thence leaving said westerly right-of-way N 87°23'38" W a distance of 262.00 feet to a point;

└ Thence N 2°36'22" E a distance of 131.92 feet to a point;

└ Thence S 89°47'17" E a distance of 262.23 feet to the POINT OF BEGINNING.



PioneerTitleCo.

GOING BEYOND

100 10th Avenue South
Nampa, ID 83651

**ELECTRONICALLY RECORDED-DO NOT
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2018-016585

RECORDED

04/20/2018 12:06 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=2 SDUPUIS \$15.00
TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

File No. 646069 CH/HH

WARRANTY DEED

For Value Received **Nampa First Assembly of God of The City Of Nampa, Idaho, Inc., an
Idaho Corporation**

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Idaho Arts Charter School, Inc., an Idaho Corporation

hereinafter referred to as Grantee, whose current address is 1220 5th Street North, Nampa, ID 83687

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: April 19, 2018

Nampa First Assembly of God of The City of Nampa, Idaho, Inc.

By:

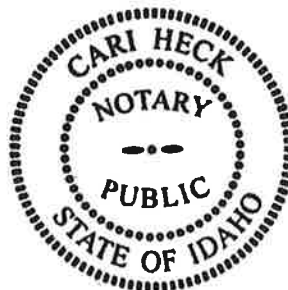
Clinton Cooke, Senior Pastor

State of IDAHO, County of CANYON

This record was acknowledged before me on April 20, 2018 by Clinton Cooke, as Senior Pastor of Nampa First Assembly of God of the City of Nampa, Idaho, Inc.

Signature of notary public

Commission Expires: 11/2/2019



RE-RECORDING TO CORRECT SCRIVNORS ERROR -
IN LEGAL DESCRIPTION



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610 S. Kimball Avenue
Caldwell, ID 83605

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File No. 604284 KD/HH

2016-042781

RECORDED

10/17/2016 03:53 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=5 BJBROWN

\$22.00

TYPE: DEED

PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

WARRANTY DEED

For Value Received Lets Golf LLC, an Idaho limited liability company
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hereinafter referred to as Grantee, whose current address is 1220 5th St. North Nampa, ID 83687

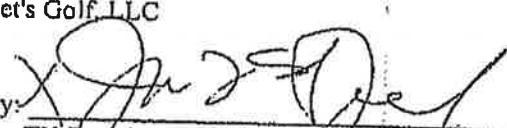
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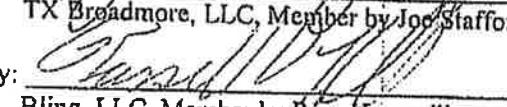
To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: September 28, 2016

Let's Golf, LLC

By: 

TX Broadmore, LLC, Member by Joe Stafford, Manager

By: 

Bling, LLC, Member by Russ Hunemiller, Manager

2017-004259

RECORDED

02/02/2017 10:59 AM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=8 EHOWELL

\$31.00

TYPE: DEED

PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

RE-RECORDING TO CORRECT SCRIVNORS ERROR
IN LEGAL DESCRIPTION



Pioneer Title Co.

GOING BEYOND

610 S. Kimball Avenue
Caldwell, ID 83605

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File No. 604284 KD/HH

2016-042781

RECORDED

10/17/2016 03:53 PM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=5 BJBROWN

\$22.00

TYPE: DEED

PIONEER TITLE CANYON - CALDWELL

ELECTRONICALLY RECORDED

WARRANTY DEED

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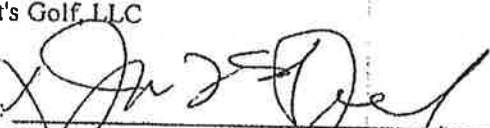
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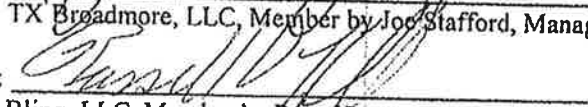
To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: September 28, 2016

Let's Golf, LLC

By: 

TX Broadmore, LLC, Member by Joe Stafford, Manager

By: 

Bling, LLC, Member by Russ Hunemiller, Manager



PioneerTitleCo.
GOING BEYOND

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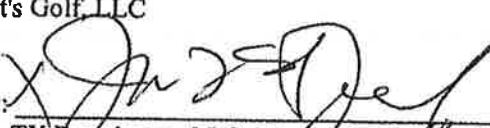
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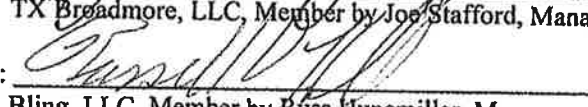
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Dated: September 28, 2016

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By: 

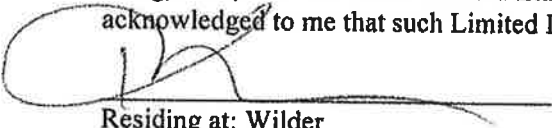
TX Breadmore, LLC, Member by Joe Stafford, Manager

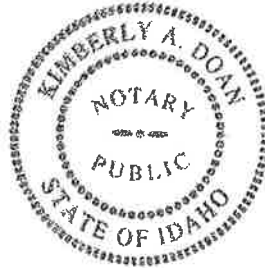
By: 

Bling, LLC, Member by Russ Hunemiller, Manager

State of Idaho, County of Ada

On this 5th day of ~~September~~ October in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Russ Hunemiller, known or identified to me to be the Manager of Bling, LLC, Member of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.


Residing at: Wilder
Commission Expires: 1-27-2017



State of Texas, County of x Travis

On this 4th day of October in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Stafford, known or identified to me to be the Manager of TX Broadmore, LLC, Member of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

x [Signature]
Residing at: x Austin, Texas
Commission Expires: x Feb 14, 2018

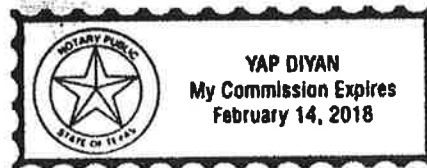


EXHIBIT A

PARCEL 1:

A parcel of land located in the SE ¼ of Section 16, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County, Idaho, more particularly described as follows:

Commencing at the East ¼ Corner of said Section 16, from which the Northeast corner of said Section 16 bears N 00°23'44" E a distance of 2648.21 feet, thence along the East-West mid-section line of said Section 16 N 89°47'12" W a distance of 1003.19 feet; thence leaving said mid-section line S 02°36'22" W a distance of 295.52 feet to the POINT OF BEGINNING;

Thence S 87°23'38" E a distance of 15.74 feet to a point on a curve;

Thence 238.21 feet along the arc of a non-tangent curve to the left, said curve having a radius of 378.00 feet, a delta angle of 36°06'24", and a long chord bearing S 23°31'02" E a distance of 234.29 feet;

Thence N 87°23'38" W a distance of 110.17 feet to a point on a curve;

Thence 21.37 feet along the arc of a non-tangent curve to the left, said curve having a radius of 40.00 feet, a delta angle of 30°36'29", and a long chord bearing N 40°05'46" W a distance of 21.12 feet to a point of compound curvature;

Thence 64.09 feet along the arc of a curve to the left, said curve having a radius of 300.00 feet, a delta angle of 12°14'24", and a long chord bearing N 61°31'13" W a distance of 63.97 feet to a point of tangency;

Thence N 67°38'25" W a distance of 106.73 feet to a point of curvature;

Thence 62.44 feet along the arc of a curve to the left, said curve having a radius of 80.00 feet, a delta angle of 44°43'17", and a long chord bearing S 89°59'59" W a distance of 60.87 feet to a point of compound curvature;

Thence 57.13 feet along the arc of a curve to the left, said curve having a radius of 40.00 feet, a delta angle of 81°50'00", and a long chord bearing S 26°43'18" W a distance of 52.40 feet to a point of compound curvature;

Thence 32.33 feet along the arc of a curve to the left, said curve having a radius of 100.00 feet, a delta angle of 18°31'17", and a long chord bearing S 23°27'20" E a distance of 32.18 feet;

Thence N 87°23'38" W a distance of 28.15 feet;

Thence N 81°46'11" W a distance of 130.52 feet;

Thence N 37°12'55" W a distance of 92.94 feet;

Thence N 23°39'14" W a distance of 110.83 feet;

Thence N 36°19'48" W a distance of 75.12 feet;

Thence S 70°56'05" E a distance of 68.28 feet;

Thence S 81°46'11" E a distance of 231.11 feet;

Thence S 87°23'38" E a distance of 250.00 feet;

Thence N 02°36'22" E a distance of 10.35 feet to the POINT OF BEGINNING.

PARCEL 2: Easement for ingress and egress being a portion of future N. Broadmore Way right of way, more particularly described as follows:

A parcel of land located in the East ½ of Section 16, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County, Idaho, more particularly described as follows:

Commencing at the East ¼ Corner of said Section 16, from which the Northeast corner of said Section 16 bears N 00°23'44" E a distance of 2648.21 feet, thence N 70°50'10" W a distance of 974.74 feet to a point on the southerly right-of-way of W. Shannon Drive, the POINT OF BEGINNING;

Thence S 02°36'22" W a distance of 562.12 feet to a point of curvature;

Thence 150.41 feet along the arc of a curve to the left, said curve having a radius of 322.00 feet, a delta angle of 26°45'49", and a long chord bearing S 10°46'33" E a distance of 149.05 feet to a point;

Thence S 65°50'33" W a distance of 56.00 feet to a point on a curve;

Thence 176.57 feet along the arc of a non-tangent curve to the right, said curve having a radius of 378.00 feet, a delta angle of 26°45'49", and a long chord bearing N 10°46'33" W a distance of 174.97 feet to a point of tangency;

Thence N 02°36'22" E a distance of 563.18 feet to a point on a curve on the southerly right-of-way of W. Shannon Drive;

Thence along said right-of-way 56.01 feet along the arc of a non-tangent curve to the left, said curve having a radius of 2705.00 feet, a delta angle of 01°11'11", and a long chord bearing S 86°19'02" E a distance of 56.01 feet to the POINT OF BEGINNING.

PARCEL 3: Cross-Access & Utility Easements future N. Broadmore Way, more particularly described as follows:

Easements located in the East ½ of Section 16, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County, Idaho, more particularly described as follows:

EASEMENT A

A strip of land 12.00 feet in width, left of and adjacent to the following described easement line:

Commencing at the East ¼ Corner of said Section 16, from which the Northeast corner of said Section 16 bears N 00°23'44" E a distance of 2648.21 feet, thence S 67°06'50" W a distance of 985.00 feet to a point on a curve being the BEGINNING POINT of said easement line;

Thence 144.81 feet along the arc of a non-tangent curve to the right, said curve having a radius of 310.00 feet, a delta angle of 26°45'49", and a long chord bearing N 10°46'33" W a distance of 143.49 feet to a point of tangency;

Thence N 02°36'22" E a distance of 562.05 feet to a point on the southerly right-of-way of W. Shannon Drive, the ENDING POINT of said easement line.

EASEMENT B

A strip of land 12.00 feet in width, right of and adjacent to the following described easement line:

Commencing at the East ¼ Corner of said Section 16, from which the Northeast corner of said Section 16 bears N 00°23'44" E a distance of 2648.21 feet, thence S 67°06'50" W a distance of 985.00 feet; thence S 65°50'33" W a distance of 80.00 feet to a point on a curve being the BEGINNING POINT of said easement line;

Thence 182.17 feet along the arc of a non-tangent curve to the right, said curve having a radius of 390.00 feet, a delta angle of 26°45'49", and a long chord bearing N 10°46'33" W a distance of 180.52 feet to a point of tangency;

Thence N 02°36'22" E a distance of 563.55 feet to a point on the southerly right-of-way of W. Shannon Drive, the ENDING POINT of said easement line.

A parcel of land located in the SE ¼ of Section 16, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County, Idaho, more particularly described as follows:

Commencing at the East ¼ Corner of said Section 16, from which the Northeast corner of said Section 16 bears N 00°23'44" E a distance of 2648.21 feet, thence along the East-West mid-section line of said Section 16 N 89°47'12" W a distance of 1003.19 feet; thence leaving said mid-section line S 02°36'22" W a distance of 295.52 feet to the **POINT OF BEGINNING**;

Thence S 87°23'38" E a distance of 15.74 feet to a point on a curve;

Thence 238.21 feet along the arc of a non-tangent curve to the left, said curve having a radius of 378.00 feet, a delta angle of 36°06'24", and a long chord bearing S 23°31'02" E a distance of 234.29 feet;

Thence N 87°23'38" W a distance of 110.17 feet to a point on a curve;

Thence 21.37 feet along the arc of a non-tangent curve to the left, said curve having a radius of 40.00 feet, a delta angle of 30°36'29", and a long chord bearing N 40°05'46" W a distance of 21.12 feet to a point of compound curvature;

Thence 64.09 feet along the arc of a curve to the left, said curve having a radius of 300.00 feet, a delta angle of 12°14'24", and a long chord bearing N 61°31'13" W a distance of 63.97 feet to a point of tangency;

Thence N 67°38'25" W a distance of 106.73 feet to a point of curvature;

Thence 62.44 feet along the arc of a curve to the left, said curve having a radius of 80.00 feet, a delta angle of 44°43'17", and a long chord bearing S 89°59'57" W a distance of 60.87 feet to a point of compound curvature;

Thence 57.13 feet along the arc of a curve to the left, said curve having a radius of 40.00 feet, a delta angle of 81°50'00", and a long chord bearing S 26°43'18" W a distance of 52.40 feet to a point of compound curvature;

Thence 32.33 feet along the arc of a curve to the left, said curve having a radius of 100.00 feet, a delta angle of 18°31'17", and a long chord bearing S 23°27'20" E a distance of 32.18 feet;

Thence N 87°23'38" W a distance of 28.15 feet;

Thence N 81°46'11" W a distance of 130.52 feet;

Thence N 37°12'55" W a distance of 92.94 feet;

Thence N 23°39'14" W a distance of 110.83 feet;

Thence N 36°19'56" W a distance of 60.67 feet;

Thence S 81°15'56" E a distance of 288.05 feet;

Thence S 87°23'38" E a distance of 250.00 feet;

Thence N 02°36'22" E a distance of 10.35 feet to the **POINT OF BEGINNING.**



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

May 17, 2019

AGEQUITY LLC
PO BOX 265
GLENN'S FERRY ID 83623

Re: Notice of Change in Water Right Ownership No: 63-27473

Original: Water Right No. **63-27473**

Split into: Water Right No. 63-34720

Dear Water Right Holders:

The Department has received and processed a Change of Ownership for a portion of your original Water Right as referenced above. This change of ownership resulted in a split of your original water right.

When a portion of the original water right has been conveyed to another and the original right has been split, a new water right number is created to represent the portion obtained by the new owners. For your records a proof report for **63-27473** and map depicting the place of use (POU) and the point of diversion (POD) are enclosed. Please refer to your new water right number when corresponding with our office.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

If you have any questions concerning the enclosed information or this letter, please feel free to contact this office at 208-334-2190.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Jones'.

Chad Jones
Technical Records Specialist I
Western Regional Office

Enclosures



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Brad Little
Governor

Gary Spackman
Director

May 17, 2019

IDAHO ARTS CHARTER
525 N BROADMORE WAY
NAMPA ID 83687

Re: Notice of Change in Water Right Ownership No: 63-27473

Original: Water Right No. 63-27473

Split into: Water Right No. **63-34720**

Dear Water Right Holders:

We have received and processed a Change of Ownership for a portion of the original Water Right as referenced above. This Change of Ownership required a split of the original water right.

When a portion of the original water right has been conveyed to another, a new water right number is created to represent the portion obtained by the new owners. For your records a proof report for **63-34720** and map depicting the place of use (POU) and the point of diversion (POD) are enclosed. Please refer to your new water right number when corresponding with our office.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Your portion of this water right has a specified point of diversion, nature of use and place of use. If you plan on changing the nature of use, place of use, or point of diversion under this right, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. Please contact this office for further information on the Application for Transfer form or you can find the forms at www.idwr.idaho.gov. If you do not plan on changing any items on your water right, then no further action is required at this time.

Thank you for your patience, as we have had several water right changes to process. If you have any questions concerning the enclosed information or this letter, please feel free to contact this office at 208-334-2190.

Sincerely,

Chad Jones
Technical Records Specialist I
Western Regional Office

Enclosures

MEMORANDUM

Date: April 29, 2019
To: Water Right File 63-27473
From: Cody Parker
Re: Ownership Change Processed Prior to Transfer No. 83192

Ownership change (including applicable fee) requested with transfer filing. A separate Notice of Ownership Change form was not received nor required. Ownership change processed prior to transfer resulting in 6.5 acres of irrigation being split from the original right:

63-27473 to:

63-34720 (Idaho Arts Charter)

63-27473 (AGEQUITY LLC), etc.

Transfer no. 83192 will affect WR 63-34720. The transfer applicant was not required to amend the transfer application form.

Skye Root

From: Skinner, Aaron <Aaron.Skinner@idwr.idaho.gov>
Sent: Wednesday, April 17, 2019 11:18 AM
To: Skye Root
Subject: RE: Voicemail
Attachments: Idaho Arts Map.pdf; withdrawal-of-application-for-permit.pdf

Hi Skye,

Below reiterates our phone conversation. I've attached a map and a withdrawal form for your convenience. Please double check the map boundary for accuracy.

Ultimately, to keep the priority date a split (change of ownership) should be done. Simultaneously, a transfer can be submitted to add a point of diversion to authorize the new well. As a standard the split is weighted on ownership. This means 7 acres of the existing 49.5 acres on water right no. 63-27473 would be split to Idaho Charter Schools or 14% of the instantaneous rate. The rate on the existing right is 0.99 cubic foot per second (cfs). 14% of 0.99 is 0.14 cfs. Therefore, the split right would be 0.14 cfs for 7 acres of irrigation, which is also our department standard per acre (0.02 cfs/acre).

Please let me know if you have any questions.

Best,

Aaron Skinner
Idaho Department of Water Resources
Water Resource Agent, Sr.
Mobile: (208) 830-4686
Office: (208) 334-2190

From: Skye Root [mailto:skye@rootagadvisory.com]
Sent: Wednesday, April 17, 2019 10:41 AM
To: Skinner, Aaron <Aaron.Skinner@idwr.idaho.gov>
Subject: Voicemail

I realized after I just left you a voicemail that I didn't give you my phone number. See below. Thank you!

Skye



SKYE ROOT

CFA, AFM, AAC
Founder & Owner

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Farm Management | Brokerage | Agricultural Consulting | Biological Fertilizer