

RECEIVED

MAR 02 2018

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED DE
FEB 20 2018
WATER RESOURCES
WESTERN REGION

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?
65-4486B	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-4487	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-4490	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-4982	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-4983	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Big Willow Ranch, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Lone Pine Farms Canyon County, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|-----------------------|----------------------------|-------|--------------|
| <u>5592 W Kuna Rd</u> | <u>Kuna</u> | ID | <u>83634</u> |
| Mailing address | City | State | ZIP |
| <u>208-869-5728</u> | <u>jsboschma@gmail.com</u> | | |
| Telephone | Email | | |
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 12/19/2012
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: Steph Boschma owner 2/16/18
 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 BES Date 2-20-18 Receipt No. W046065 Receipt Amt. 8125.-

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 X Approved by _____ Processed by [Signature] Date 3-19-18

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Steve Boschma
5592 West Kuna Road
Kuna, Idaho 83634

We hereby certify that
this is a true copy of the
original.

MG

(Space Above For Recorder's Use)

WARRANTY DEED

FOR VALUE RECEIVED, **BIG WILLOW RANCH, LLC**, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell, and convey unto **LONE PINE FARMS CANYON COUNTY, LLC**, an Idaho limited liability company ("Grantee"), whose address is 5592 West Kuna Road, Kuna, Idaho 83634, the following described real property (the "premises") located in Payette County, Idaho:

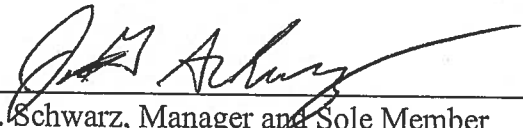
See **Exhibit A** attached hereto and incorporated herein;

together with all tenements, hereditaments, and appurtenants thereunto belonging or in anywise appertaining, including any easements and rights-of-way and all improvements located thereon and all mineral rights (except as reserved by Grantor below), together with all water rights and other entitlements to receive water for beneficial use on the described real property, including without limitation, all water and ditch rights, all rights represented by any contract decree, license, permit, permit application, claim or storage entitlement, water shares and canal shares, and those water rights identified in the records of the Idaho Department of Water Resources for beneficial use on the described real property (including without limitation Water Right Nos. 65-4487, 65-4490, 65-4982, 65-4983, and 65-4486B), and all ditches, ditch rights, easements and rights-of-way associated with the delivery of such water rights, including without limitation all rights existing on the date hereof to water beneficially used on the described real property from Water District No. 65 and from Big Willow Creek, and Lower Payette Ditch Company Stock Certificate No. 4950, and all rights appurtenant and incidental thereto and rights (collectively, the "appurtenances"), but specifically and expressly excepting and reserving to Grantor any and all mineral rights to explore for, extract and/or produce oil and/or natural gas, together with all minerals produced as a byproduct of such exploration, extraction and/or production of oil and/or natural gas, on the premises described on Exhibit A, for a period of ten (10) years from the date of this Warranty Deed and for so long thereafter as such exploration, extraction and/or production activities continue on such premises for oil, natural gas and/or the byproducts thereof, and all rental, royalties, reimbursement and other payments generated thereby shall be payable directly to Grantor; provided, however, that any amounts payable for use of surface rights shall be paid to Grantee, and further provided, however, that if on the tenth (10th) anniversary of this

Warranty Deed there has been no such exploration, extraction and/or production activities commenced on the premises, or if such activities by the lessee under that certain Oil and Gas Lease, dated June 8, 2006 by and between J.G. Schwarz, also know as Joseph G. Schwarz and Energy West Corporation and/or their successors in interest have commenced but have been permanently ceased, as of such tenth (10th) anniversary, then all such mineral rights, including without limitation with respect to the exploration, extraction and/or production of oil and/or natural gas and all minerals produced as a byproduct of such activities, shall revert to Grantee, and thereafter all rental, royalties, reimbursements and other payments generated thereby shall be payable directly to Grantee.

TO HAVE AND TO HOLD the said premises, with the appurtenances, unto Grantee, together with its successors and assigns forever. And Grantor does hereby covenant and warrant to and with Grantee that Grantor is the owner in fee simple of the said premises hereby conveyed; that said conveyed premises are free from all encumbrances except those identified as permitted exceptions on Exhibit B attached hereto and incorporated herein by reference, together with general taxes and assessments which are not due and payable; and that Grantor will warrant and defend the premises and Grantee from all other lawful claims whatsoever.

BIG WILLOW RANCH, LLC,
an Idaho limited liability company

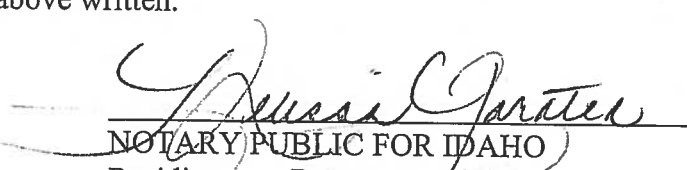
By: 

J.G. Schwarz, Manager and Sole Member

STATE OF IDAHO)
) ss.
County of Payette)

On this 19th day of December, 2012, before me, a Notary Public in and for said state, personally appeared J.G. SCHWARZ, also know as JOSEPH G. SCHWARZ, known or identified to me (or proved to me on the oath of _____) to be the Managing Member of **BIG WILLOW RANCH, LLC**, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company executed the 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 IDAHO
Residing at Payette, Idaho
My Commission Expires 09/06/17



EXHIBIT A

Legal Description of Real Property

The following describes a parcel of real property situate within a portion of Sections 18, 19 and 30, Township 8 North, Range 3 West, Boise Meridian, Payette County, Idaho and also within a portion of Sections 24 and 25, Township 8 North, Range 4 West, Boise Meridian, Payette County, Idaho, being more particularly described as follows:

Commencing at the Northwest corner of Section 25, Township 8 North, Range 4 West, B.M., thence, along the westerly boundary line of said Section 25, South 00°10'07" East, 1301.04 feet to the Southwest Corner of the North Half of the Northwest Quarter (N1/2NW1/4); Thence, along the southerly boundary line of said (N1/2NW1/4), South 89°35'53" East, 285.25 feet to the centerline of Big Willow Creek, the POINT OF BEGINNING, from which a witness corner bears South 89°35'53" East, 30.00 feet along said southerly boundary line;

Thence, along said centerline at the point of intersections of the major directional changes of the meanders of Big Willow Creek, as it now exists, and measured on May 20, 2011, the following courses and distances:

North 26°21'29" East, 41.70 feet;

North 07°09'28" West, 202.53 feet;

North 75°49'11" East, 95.12 feet;

North 41°22'44" East, 100.16 feet;

North 66°50'44" East, 62.67 feet;

South 48°39'09" East, 151.91 feet;

North 70°25'44" East, 65.12 feet;

North 40°38'56" East, 81.49 feet;

North 70°51'33" East, 110.83 feet;

South 84°04'15" East, 83.22 feet;

North 19°27'01" East, 372.03 feet;

North 01°34'40" East, 120.04 feet;

North 77°23'06" East, 68.39 feet;

South 86°06'22" East, 102.40 feet;

North 45°05'01" East, 136.83 feet;

South 42°40'18" East, 70.57 feet;

South 37°39'01" East, 122.24 feet;

(Legal Continued)

South 87°15'45" East, 95.33 feet;

North 43°36'20" East, 138.47 feet;

South 56°37'58" East, 60.55 feet;

North 18°04'19" East, 69.14 feet;

North 44°50'29" East, 103.54 feet;

North 65°30'02" East, 130.97 feet;

North 08°33'22" East, 102.29 feet;

North 64°05'44" West, 99.83 feet;

North 25°09'20" West, 105.73 feet to the section line common to said Sections 24 and 25;

Thence, along said common section line, South 89°45'18" East, 132.83 feet;

Thence, departing said common section line, North 45°14'42" East, 763.79 feet;

Thence, North 44°09'18" West, 1080.47 feet to northerly boundary line of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4);

Thence, along said northerly boundary line, North 89°41'40" West, 124.76 feet to the southerly right-of-way easement line of Big Willow Road;

Thence, along said southerly right-of-way easement line of Big Willow Road, the following courses and distances:

160.79 feet along a non tangent curve to the right, said curve having a radius of 770.00 feet, a delta angle of 11°57'51", a long chord bearing North 56°25'13" East, a distance of 160.50 feet;

North 62°24'09" East, 267.06 feet;

North 61°13'00" East, 229.05 feet;

North 60°32'08" East, 528.59 feet;

North 62°39'02" East, 203.95 feet;

(Legal Continued)

312.49 feet along a curve to the left, said curve having a radius of 480.00 feet, a delta angle of 37°18'01", a long chord bearing North 44°00'02" East, a distance of 307.00 feet;

North 25°21'01" East, 96.93 feet;

Thence, departing said southerly right-of-way easement, South 31°03'03" East, 175.15 feet;

Thence, North 67°06'51" East, 242.49 feet;

Thence, North 54°18'13" East, 52.70 feet;

Thence, North 31°39'56" West, 204.57 feet;

Thence, North 21°10'18" West, 259.30 feet to said southerly right-of-way easement;

Thence, continuing along said southerly right-of-way easement line of Big Willow Road, the following courses and distances:

North 20°15'12" East, 84.53 feet;

200.83 feet along a curve to the right, said curve having a radius of 1070.00 feet, a delta angle of 10°45'14", a long chord bearing North 25°37'32" East, a distance of 200.54 feet;

North 31°00'09" East, 145.20 feet;

380.42 feet along a curve to the left, said curve having a radius of 1230.00 feet, a delta angle of 17°43'15", a long chord bearing North 22°08'32" East, a distance of 378.91 feet;

North 13°16'54" East, 101.14 feet;

153.83 feet along a curve to the right, said curve having a radius of 270.00 feet, a delta angle of 32°38'34", a long chord bearing North 29°36'11" East, a distance of 151.75 feet;

North 45°55'22" East, 223.89 feet;

North 47°03'49" East, 179.35 feet;

201.56 feet along a curve to the right, said curve having a radius of 370.00 feet, a delta angle of 31°12'44", a long chord bearing North 62°40'11" East, a distance of 199.08 feet;

North 78°16'33" East, 39.59 feet;

(Legal Continued)

169.85 feet along a curve to the right, said curve having a radius of 270.00 feet, a delta angle of 36°02'33", a long chord bearing South 83°42'10" East, a distance of 167.06 feet;

336.91 feet along a curve to the left, said curve having a radius of 365.00 feet, a delta angle of 52°53'12", a long chord bearing North 87°52'30" East, a distance of 325.08 feet;

North 61°25'54" East, 111.43 feet;

177.58 feet along a curve to the left, said curve having a radius of 1530.00 feet, a delta angle of 06°39'00", a long chord bearing North 58°06'24" East, a distance of 177.48 feet;

North 54°46'54" East, 121.76 feet;

119.60 feet along a curve to the right, said curve having a radius of 270.00 feet, a delta angle of 25°22'51", a long chord bearing North 67°28'20" East, a distance of 118.63 feet;

North 80°09'45" East, 89.38 feet

130.94 feet along a curve to the left, said curve having a radius of 980.00 feet, a delta angle of 07°39'20", a long chord bearing North 76°20'05" East, a distance of 130.85 feet;

North 72°30'25" East, 256.25 feet;

North 68°15'30" East, 79.60 feet;

221.86 feet along a curve to the right, said curve having a radius of 555.25 feet, a delta angle of 22°53'38", a long chord bearing North 79°42'19" East, a distance of 220.39 feet;

South 88°50'53" East, 322.21 feet;

273.45 feet along a curve to the left, said curve having a radius of 359.23 feet, a delta angle of 49°26'15", a long chord bearing North 66°25'57" East, a distance of 300.43 feet;

North 42°14'43" East, 603.11 feet;

251.22 feet along a curve to the right, said curve having a radius of 1570.00 feet, a delta angle of 09°10'05", a long chord bearing North 47°13'08" East, a distance of 250.95 feet;

North 51°48'11" East, 164.89 feet;

North 49°40'38" East, 291.67 feet;

North 52°25'51" East, 285.41 feet;

(Legal Continued)

North 57°02'15" East, 405.60 feet;

Thence, leaving said southerly right-of-way easement line of Big Willow Road, South 33°56'00" East, 873.55 feet to an existing fence line;

Thence, along said existing fence line the following courses and distances,

North 84°36'12" East, 570.21 feet;

South 80°40'28" East, 511.53 feet;

South 46°44'31" East, 518.00 feet;

South 12°40'08" West, 944.53 feet;

South 52°36'23" West, 892.97 feet;

South 14°48'17" West, 188.87 feet;

South 49°26'07" West, 2334.22 feet;

South 60°24'39" West, 171.69 feet to the centerline of Gulch Road;

Thence, along said centerline of Gulch Road the following courses and distances,

South 33°25'34" East, 217.89 feet;

323.91 feet along a curve to the right, said curve having a radius of 1400.00 feet, a delta angle of 13°15'23", a long chord bearing South 26°47'52" East, a distance of 323.19 feet;

South 20°10'11" East, 341.94 feet;

284.53 feet along a curve to the left, said curve having a radius of 500.00 feet, a delta angle of 32°36'16", a long chord bearing South 36°28'19" East, a distance of 280.70 feet;

South 52°46'27" East, 160.83 feet;

South 50°00'47" East, 284.28 feet;

South 45°37'35" East, 376.82 feet;

South 43°43'59" East, 1242.02 feet;

South 37°52'32" East, 534.53 feet;

(Legal Continued)

South 37°40'22" East, 1616.03 feet to the southerly boundary line of the Northeast Quarter (NE1/4) of Section 30, Township 8 North, Range 3 West, B.M.;

Thence, leaving said centerline of Gulch Road, along said southerly boundary line, North 89°42'16" West, 2555.52 feet to the Southwest corner of said (NE1/4);

Thence, along the westerly boundary line of said (NE1/4), North 00°06'42" East, 1317.94 feet to the Southeast corner of the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of said Section 30;

Thence, along the southerly boundary line of said (NE1/4NW1/4), North 89°42'36" West, 1321.94 feet to the Southwest corner of said (NE1/4NW1/4) of Section 30;

Thence, along the southerly boundary line of Government Lot 1 of Section 30, North 89°42'36" West, 1251.07 feet to the Southwest corner of said Government Lot 1;

Thence, South 00°05'35" West, 53.42 feet to the Southeast corner of the North Half of the Northeast Quarter (N1/2NE1/4) of Section 25, Township 8 North, Range 4 West, B.M.,

Thence, along the southerly boundary line of said (N1/2NE1/4), North 89°35'53" West, 2600.01 feet to the Southeast corner of the North Half of the Northwest Quarter (N1/2NW1/4) of said Section 25;

Thence, along the southerly boundary line of said (N1/2NW1/4), North 89°35'53" West, 2305.00 feet to the POINT OF BEGINNING, comprising 890.08 acres, more or less.

SUBJECT TO: Any easements or reservations of record or appearing on the above described parcel of land.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Rights of the public in and to the County Road right of way across a portion of the subject lands.
2. Any adverse claim based on the assertion that the location of Big Willow Creek has moved.
3. Easements for utilities in favor of Idaho Power as follows:
Recorded: May 11, 1904
Book: A, Page 89
(Affect: 24, 25-8-4)
Recorded: Nov. 24, 1928
Instr. No.: 23052 Book: 1, Page 373
(Affects: SW1/4 NE1/4 and NW1/4 SE1/4, 24-8-4)
Recorded: May 5, 1942
Instr. No.: 52099 Book 3, Page 189
(Affects: SW1/4 NE1/4, 28-9-3)
Recorded: June 15, 1942
Book: 3, Page 198
(Affects: SE1/4 SE1/4, 21 and W1/2 NE1/4 NE1/4, E1/2 NW1/4 NE1/4 28-9-3)
Recorded: June 21, 1974
Instr. No.: 155060
(Affects: SE1/4 SW1/4, 24-8-4 and W1/2 L4, 19-8-3)
Recorded: Jan. 27, 1989
Instr. No.: 225635
(Affects: L3, 19-8-3)
Recorded: Jan. 5, 1995
Instr. No.: 259285
(Affects: SE1/4, 24-8-4)
Recorded: Jan. 5, 1996
Instr. No.: 259286
(Affects: Ptn. 19-8-3)
4. Right of way granted to Willow Creek Ditch Co.
Recorded Mar. 25, 1930 in Book 9, Page 283
(Affects: N1/2 NE1/4, 25-8-4)
5. Right of way granted to Willow Creek Ditch Co.
Recorded Mar. 25, 1930 in Book 9, Page 284
(Affects: SE1/4 SE1/4, 24-8-4)

6. Mineral reservations as contained in Deed from Ralph V. Thurston, recorded Aug. 5, 1937, in Book 14, Page 262.
(Affects: NE1/4 NE1/4, 19-8-4)
7. Easement granted to American Telephone and Telegraph Company of Wyoming:
Recorded: Sept. 12, 1941
Instr. No.: 50343
Recorded: Oct. 28, 1941
Instr. No.'s: 50642, 50645, 50646 and 50650
Recorded: July 12, 1947
Inst. No.: 66962
(Affects: 19, 29, 30-8-3 and 24-8-4 and L1, 19-8-3)
8. Rights of the public in and to that portion of the premises lying within Gulch Rd. and Big Willow.
9. Mineral reservations as contained in Deed from Adda Pence, recorded Mar. 1, 1956, Inst. No. 93708, Deed Records.
(Affects: SE1/4 SW1/4, 24 and N1/2 NW1/4, 25-8-4)
10. Memorandum Agreement upon the terms, conditions and provisions contained therein:
Parties: William A. Burt et ux, Paul Wookey et ux and Barker & Son, Inc.
Recorded: Feb. 26, 1975
Instr. No.: 157722
(Affects: SE1/4 SW1/4, 24-8-4, L2-4, 19-8-3, N1/2 NE1/4, 25-8-4)
11. Assignment of oil and gas lease from Hawthorn Oil Co. to Amoco Production Co., recorded Oct. 19, 1982, Instr. No. 196072
(Affects: 1-3, 10-14, 19-30 - 8-3)
12. Minerals excepted in deed from Thomas F. Pence et ux, recorded Jan. 2, 1991, Instr. No. 233038.
(Affects: 18-8-3 and NE1/4 NE1/4, 24-8-4)
13. Memorandum of oil and gas lease in favor of Energy West Corporation, recorded July 13, 2006, Instr. No. 336794.
(Affects: 19-8-3 and 21, 28-9-3, also covers other lands).
Partial release recorded June 25, 2007, Instr. No. 345920.
Nondisturbance and attornment agreement recorded June 25, 2007, Instr. No. 345921.
Ratification and extension recorded June 25, 2007, Instr. No. 345922.
Ratification and extension recorded Aug. 2, 2010, Inst. No. 367796.
Ratification and extension recorded Aug. 4, 2010, Inst. No. 366844.
Assigned to Bridge Energy Inc. (50%)/Paramax Energy Inc. (50%), recorded Sept. 1, 2010, Inst. No. 368316.
UCC Financing Statement recorded July 1, 2010, Inst. No. 367342.
UCC Financing Statement recorded July 1, 2010, Inst. No. 367343.

Mortgage, security agreement, financing statement, fixture filing and assignment recorded July 2, 2010, Inst. No. 367352.

14. Memorandum of oil and gas lease in favor of Energy West Corporation, recorded Oct. 9, 2007, Instr. No. 348619.
(Affects: 24, 25-8-4)
15. Matters as disclosed by survey recorded June 16, 2011, Instr. No. 372812



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

C.L. "Butch" Otter
Governor

Gary Spackman
Director

March 19, 2018

LONE PINE FARMS CANYON COUNTY LLC
5592 W KUNA RD
KUNA ID 83634-1544

Re: Change in Ownership for Water Right No(s): 65-4486B, 65-4487, 65-4490, 65-4982 and 65-4983

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code, §42-222 and §42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within **120 days** of the change. Water right forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure(s)