



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

February 27, 2018

C Y RANCHES LLC
13825 N 7TH ST STE M
PHOENIX AZ 85022-4342

Re: Change in Ownership for Water Right No(s): 29-10176, 29-02429

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) 287-4803.

Sincerely,


Rosemary DeMond
Administrative Assistant II

Enclosure(s)

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

FEB 27 2018

DEPARTMENT OF
WATER RESOURCESCorrected
Notice

Notice of Change in Water Right

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?
29-2429	Yes ☐	Yes ☐		Yes ☐	Yes ☐
29-10176	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name:

KETTOP FARMS LLC
Name of current water right holder/claimant

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

C4 RANCHES LLC
New owner(s) as listed on the conveyance documentName connector ☐ and ☐ or ☐ and/or13825 N 7th ST #100
Mailing addressPHOENIX
CityAZ
State85022
ZIP602-993-0940
TelephoneWayne@PerkinsEnt.com
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:

5/29/2015

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.
☐ 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:

Wayne C. Perkins
Signature of new owner/claimantMANAGER
Title, if applicable2/19/2018
Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

See original

Receipt No.

C104691

Receipt Amt.

0

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

Date

From: wayne@perkinsent.com
To: [DeMond, Rosemary](#)
Subject: Water Transfer doc
Date: Tuesday, February 27, 2018 12:24:17 PM
Attachments: [Kelton Water transfer.pdf](#)

Rosemary, Let me know if this is not what you wanted. Thanks, WCP

Wayne C Perkins
13825 N 7th St. #M
Phoenix, Az 85022
Tel. 602-993-0940
Fax 602-993-1017



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

February 27, 2018

C Y RANCHES LLC
13825 N 7TH ST STE M
PHOENIX AZ 85022-4342

RE: Notice of Change in Ownership Water Right(s) No. : 29-02429, 29-10176

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

(Select all that apply)

- ☐ Filing Fee of \$25 per water right <permit>
- ☐ Filing Fee of \$100 per water right for changes resulting from division of a water right
- ☐ Signature
- ☐ Notarized Signature for Assignment of Permit
- ☐ Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question
- ☐ Evidence of Security Interest: copy of Deed of Trust, Mortgage, Contract of Sale or other legal document indicating your interest in the property and water rights in question
- ☐ Security Interest Expiration Date
- ☐ Legal Description of Property
- ☐ Plat of Property or Survey Map usually on file with the county
- ☐ USDA Farm Service Agency (formerly ASCS) Aerial Photo with irrigated acres outlined and point(s) of diversion clearly marked
- ☐ Description of Portion of Water Right resulting from division of water right
- ☒ Other: Previous Owner's Name and New Owner(s)/Claimant(s) name were listed incorrectly.

<Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary correction. If we do not receive the necessary correction within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that water right owners are required to report any change in water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions regarding this matter, please contact me at (208) 287-4803.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rosemary DeMond", is written over the printed name.

Rosemary DeMond
Administrative Assistant II

Enclosure(s)

From: DeMond, Rosemary
To: ["wayne@perkinsent.com"](mailto:wayne@perkinsent.com)
Subject: Notice of Change of Ownership
Date: Tuesday, February 27, 2018 11:21:00 AM
Attachments: [29-2429_29-10176_Deficiency Letter_022718.docx](#)
[29-2429_2910176_Notice with Errors_022718.pdf](#)

Mr. Perkins

I have attached a letter officially notifying you of the deficiency in the Notice of Change in Water Right Ownership we received on 2/26/18 for Water Rights 29-2429 and 29-10176. Additionally I have attached a copy of the Notice for your reference. Please correct the names on lines #2 and #3 and send them back to me either via email or USPS and we will be able to make this change.

Thank you,

Rosemary DeMond

Administrative Assistant to the Director

Idaho Dept. of Water Resources

208-287-4803

rosemary.demond@idwr.idaho.gov

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 26 2018

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?
29-2429	Yes ☐	Yes ☐		Yes ☐	Yes ☐
29-10176	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: CY Ranches LLC
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):
 New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
13825 N 7th ST #m Phoenix AZ 85022
 Mailing address City State ZIP
602-993-0940 Wayne@PerkinsEnt.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: 5/29/2015

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):
 - ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ 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: Wayne C. Perkins MANAGER 2/19/2018
 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 TK Date 2-26-18 Receipt No. C104691 Receipt Amt. 50.00
 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 _____ Processed by _____ Date _____

From the
Desk of



RECEIVED

FEB 26 2018

DEPARTMENT OF
WATER RESOURCES

() Ranch

WAYNE C. PERKINS

During The year (crop year)
of 2015 it WAS Leased To
KelTop Farms. ATTACHED is
The first Page of That Lease
We HAVE OPERATED The farm
SINCE THAT Time.

If you need ANYTHING ELSE
LET me KNOW.

THANKS
Wayne C Perkins

off # 602-993-0940
Private line = 602-993-3128
Cel # 602-524-0589

WHEAT & FEED GRAINS

BEEF CATTLE

850 KELLY TOPONCE ROAD
BANCROFT, IDAHO 83217

() Ranch

WAYNE C. PERKINS

(208) 648-7819

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
223 North 15th Avenue
Pocatello, ID 83201

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 544575-P (cl)

Date: May 27, 2015

For Value Received, **Keltop Farms, LLC, a Limited Liability Company**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **CY Ranch's, L.L.C.**, hereinafter called the Grantee, whose current address is **13825 N 7th Dt., Ste. M, Phoenix, AZ 85022-4342**, the following described premises, situated in **Caribou County, Idaho**, to-wit:

Caribou County, Idaho:

Township 7 South, Range 38 East of the Boise Meridian:

Section 12: Lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, EXCEPT THEREFROM, any portion lying within the right of way of County Roads.

Township 7 South, Range 39 East of the Boise Meridian:

Section 4: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.

Section 9: E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$. EXCEPT THEREFROM, Beginning at the Southwest Corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, and running

Thence North 179 feet along the West boundary line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence East 185 feet;

Thence South 179 feet to the South boundary line of said Section;

**Thence West 185 feet along the Section line,
to the Point of Beginning.**

**TOGETHER WITH ALL WATER AND WATER RIGHTS APPURTENANT TO SAID LANDS,
INCLUDING BUT NOT LIMITED TO THE FOLLOWING:**

**THOSE CERTAIN WATER RIGHTS DESCRIBED AND CONTAINED IN THE LICENSES
NUMBERED 29-2429, 29-10176, 29-10160, and 29-10161 ISSUED BY THE DEPARTMENT OF
WATER RESOURCES OF THE STATE OF IDAHO.**

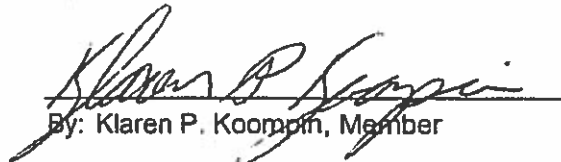
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Keltop Farms, LLC, a limited liability
company



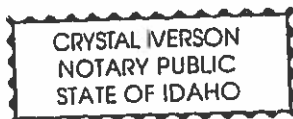
By: W. Ritchey Toevs, Member



By: Klaren P. Koompin, Member

STATE OF Idaho)
)
) SS.
COUNTY OF Bannock)

On this 29 day of May, 2015, before me, a Notary Public in and for said State, personally appeared **W. Ritchey Toevs, and Klaren P. Koompin**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Keltop Farms**, which is known or Identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in said Limited Liability Company's name.





Notary Public of Idaho
Residing at: Pocatello, ID
Commission Expires: 4/23/16

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
223 North 15th Avenue
Pocatello, ID 83201

Space Above This Line for Recorder's Use Only

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that on 05/29/2015, **Keltop Farms,,** of 3010 McKinley, American Falls, ID 83211, County of Caribou, State of Idaho the party of the first part, for and in valuable consideration, to it and in hand paid by **CY Ranch's, L.L.C.,** the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grants, bargain, sell and convey unto said party of the second part, its heirs and assigns, the following personal property free of liens and without warranty of condition:

- (1) 8 Tower Valley model 8000 center pivot
- (1) 10 Tower Valley model 8000 center pivot
- (1) 120 HP Hollowshaft Electric motor # not found with Layne Vertical Turbine Pump #3696IP
- (3) Valve openers, (3) end plugs, (3) connector hoses
- (96) 4" X 40' center riser Handlines

All personal property located at the calving barn and livestock handling facility, including, but not limited to, all panels, all gates, head catch, water troughs, hydraulic squeeze chute, calf table, loading ramp, pens, alleys, fences, equipment, tools, vet supplies, furniture, appliances and fixtures thereon.

TO HAVE AND TO HOLD, the same unto the said party of the second part, its heirs and assigns forever, and the said party of the first part hereby covenants that it is the lawful owner of said property, have good right, full power and lawful authority to convey the same, and that it will defend the title thereto against the lawful claims of all persons whomsoever:

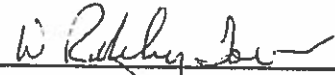
IN WITNESS WHEREOF, the said party of the first part has here unto set its hand the day and year first above written.

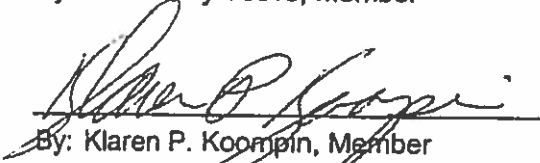
Dated: 5/29/15

File No.: 544575-P (ci)

Date: May 29, 2015

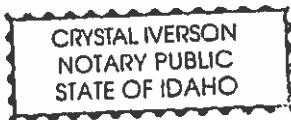
Keltop Farms, LLC, a limited liability
company


By: W. Ritchey Toevs, Member


By: Klaren P. Koornpin, Member

STATE OF Idaho)
ss.
COUNTY OF Bannock)

On this 29th day of May, 2015, before me, a Notary Public in and for said State, personally appeared **W. Ritchey Toevs, and Klaren P. Koornpin**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.



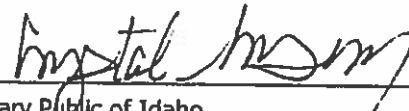

Notary Public of Idaho
Residing at: Pocatello, ID
Commission Expires: 4/23/16

**EXHIBIT C
FARM LEASE**

THIS LEASE AGREEMENT (LEASE) made and entered into by and between the
CY Ranch's, L.L.C.
following parties: ~~Wayne C. Perkins and LaPrad Perkins~~, hereinafter called "Landlord" and
Keltop Farms, LLC, hereinafter called "Tenant."

The Landlord for and in consideration of the covenants and agreements hereinafter
mentioned to be kept and performed by Tenant, does by these presents lease unto Tenant the
following real and personal property upon the terms and conditions that follow.

1. PROPERTY LEASED: Farm crop land consisting of 282 acres of irrigated crop land
under center pivots located in Section 9 and ingress and egress thereto described on Exhibit A
attached hereto (Leased Premises). Included with the Leased Premises is the following irrigation
equipment:

- (1) 8 Tower Valley model 8000 center pivot
- (1) 10 Tower Valley model 8000 center pivot
- (1) 120 HP Hollowshaft Electric motor # not found with Layne
Vertical Turbine Pump #3696IP
- (3) Valve openers, (3) end plugs, (3) connector hoses
- (96) 4"x40' center riser Handlines

(hereinafter referred to as the Equipment). This Lease is in connection with the sale of the Leased
Premises by Tenant to Landlord to enable Tenant to complete the cultivation and harvest of the
2015 malt barley crop excluded from said sale by Tenant.

2. TERM: This Lease shall commence upon closing of said sale and shall terminate
upon harvest of the malt barley crop to be completed by no later than November 1, 2015. (Term).

3. RENT: Tenant shall pay to Landlord upon the execution hereof Forty Two