

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

FEB 14 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?
✓ 61-7427	Yes ☐	Yes ☐		Yes ☐	Yes ☐
61-10108	Yes ☐	Yes ☐		Yes ☐	Yes ☐
61-10109	Yes ☐	Yes ☐		Yes ☐	Yes ☐
✓ 61-7375 (d)	Yes ☐	Yes ☐		Yes ☐	Yes ☐
61-7449	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: BRANDT / ASLIP
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Murphy Land Company LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- P.O. Box 3110 Pasco WA 99302
Mailing address City State ZIP
- 509-545-4545 _____
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: June 21, 2016
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 61-7375

8. Signature: [Signature] Managing Member 1-5-18
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 [Signature] Date 2/14/18 Receipt No. W046046 Receipt Amt. \$125⁰⁰

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 [Signature] Approved by [Signature] Processed by [Signature] Date 2/23/18

Pioneer1031Co COPY

 A PIONEER COMPANY

June 21, 2016

Carrie Homburg
Pioneer Title Company
610 S. Kimball
Caldwell, ID 83605

Re: **Conclusion of Reverse Exchange:** Farms LLC property, Ada & Elmore Counties, ID
Your escrow number: 581478 Our file number: 1031-9619R

Dear Carrie:

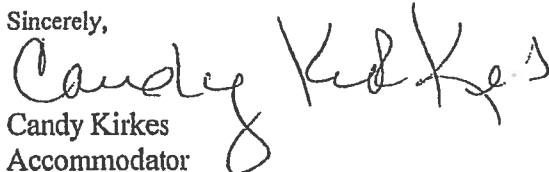
In regards to the above referenced transaction, please find attached a Special Warranty Deed from #265 Pioneer Exchange Accommodation Titleholder, LLC to MURPHY LAND COMPANY, LLC to place them in title to the subject real property. You are instructed to record said deed upon receipt and endorse the owner's title insurance policy on the subject property to MURPHY LAND COMPANY, LLC using ALTA endorsement form No. 107.9. Please return the recorded Deed and endorsement to us at your earliest convenience.

Further be informed that we have advised the exchangor to contact you direct in regards to the reconveyance/satisfaction of the Promissory Note and Deed of Trust/Satisfaction of Mortgage in the amount of \$[REDACTED] which was executed by our LLC at closing.

Any fees applicable to the endorsement, reconveyance and additional recordings should have been collected at the time of closing, as per our written Exchange Escrow Instructions.

Thanks in advance for your assistance. Feel free to call me directly should you have any questions or concerns.

Sincerely,


Candy Kirkes
Accommodator

208.373.3734 phone • WWW.PIONEER1031.COM • 208.373.3737 fax
1414 W. Bannock • Boise, Idaho 83702

Recording Requested By and
When Recorded Return to:

MURPHY LAND COMPANY, LLC
PO Box 3110
Pasco, WA. 99302

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

COPY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the 21st day of June, 2016, is between #265 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC, an Idaho limited liability company ("Grantor"), and MURPHY LAND COMPANY, LLC ("Grantee"), whose legal address is: PO Box 3110, Pasco, WA. 99302.

WITNESSETH, That Grantor, for and in consideration of [REDACTED] and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the County(ies) of Ada and Elmore, State of Idaho, more particularly described as follows:

See legal description attached hereto and made a part thereof as Exhibit "A"

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "Property").

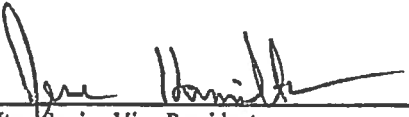
TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of December 18, 2015.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date set forth above.

#265 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC,
an Idaho limited liability company

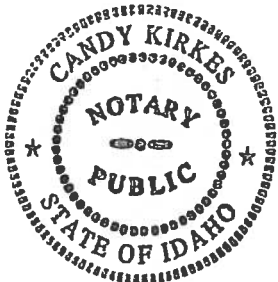
By: Pioneer 1031 Company, Member

By: 
Its: Senior Vice President

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 22nd day of June, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Jesse Hamilton, known to me to be the Senior Vice President of Pioneer 1031 Company, an Idaho corporation, which corporation is the Sole Member of #265 Pioneer Exchange Accommodation Titleholder, LLC, an Idaho limited liability company, and acknowledged to me that she/he executed the within and foregoing instrument for and on behalf of said corporation as Sole Member of said limited liability company and in said corporation's name as Sole Member of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



(NOTARIAL SEAL)


Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 3/1/2019

EXHIBIT A

Parcel A: Ada County Property

The Northeast Quarter and the Southeast Quarter of Section 28, Township 2 South, Range 4 East, Boise Meridian, Ada County, Idaho.

Parcel B: Elmore County Property

Tract I:

Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho

Section 25: SW1/4

Section 36: NE1/4, NW1/4, SE1/4

Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho

Section 29: NW1/4SW1/4, SW1/4SW1/4

SAVE & EXCEPT: Commencing at the Southwest corner of said Section 29;
thence East 970 feet along the South boundary of Section 29 to the Point of Beginning;
thence continuing East 350 feet along the South boundary of Section 29;
thence North 1320 feet along the East boundary of the Southwest 1/4 of the Southwest 1/4;
thence West 350 feet along the North boundary of the Southwest 1/4 of the Southwest 1/4;
thence South 1320 feet to the Point of Beginning

SAVE & EXCEPT: Those portions deeded to the Mountain Home Highway District as disclosed in Right of Way Deed, recorded September 9, 1976, as Instrument No. 170152 and Right of Way Deed, recorded August 17, 1982, as Instrument No. 210057, records of Elmore County, Idaho.

Section 30: NW1/4, SW1/4, SE1/4 61-7375

SAVE & EXCEPT: Those portions deeded to the Mountain Home Highway District as disclosed in Right of Way Deed, recorded August 17, 1982, as Instrument No. 210057, records of Elmore County, Idaho.

Section 31: NW1/4

Township 3 South, Range 5 East, Boise Meridian, Elmore County, Idaho

Section 6: U.S. Government Lots 1 and 2, SW1/4NE1/4, NW1/4SE1/4,
SE1/4NE1/4, NE1/4SE1/4, S1/2SE1/4

Tract II:

Township 2 South, Range 4 East, Boise Meridian, Elmore County, Idaho
Section 27: S1/2N1/2, NE1/4SW1/4, N1/2SE1/4, SE1/4SE1/4,
SE1/4SW1/4 SW1/4SE1/4
Section 34: E1/2NW1/4, NE1/4

Tract III:

PARCEL 1

Township 4 South, Range 5 East, Boise Meridian, Elmore County, Idaho.

Section 30: SE1/4 ✓

Section 31: N1/2NE1/4 and S1/2NE1/4 ✓

PARCEL 2

Township 4 South, Range 4 East, Boise Meridian, Elmore County, Idaho.

Section 36: W1/2 and E1/2 ✓



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

February 23, 2018

MURPHY LAND CO LLC
PO BOX 3110
PASCO WA 99302

RE: Notice of Ownership Change in Water Right No's:

61-7375, 61-7427, 61-7449, 61-10108 & 61-10109

Dear Applicants,

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water rights to you. The Department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

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.

Please note that as of July 1, 1996, 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. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

Thank you for your patience and cooperation. Please call (208)334-2190 if you have any questions concerning the enclosed information.

Sincerely,

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

Chad Jones
Office Specialist II
Western Regional Office

Enclosures