

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
MAY 08 2017
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?
63-2946 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-3033A ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-3358A ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-9350A ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-26963	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Status Corporation of Idaho
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Idaho Golf Partners, Inc.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 22500 Aura Vista Way Caldwell ID 83607
Mailing address City State ZIP
- 208-639-6900 hdavidchristensen@hotmail.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: February 15, 2010
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.

SUPPORT DATA
IN FILE # 63-2946

8. Signature: H David Christensen President 5/2/17
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by [Signature] Date 5/8/17 Receipt No. W045257 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 6/14/17

2011006654

RECORDED

2011 Feb 15 PM 4 23

CHRIS YAMAMOTO

CANYON CNTY RECORDER

BY C. McLaughlin

Requestor Fidelity National Title - Bo

Type DEED

Fee \$28.00

ELECTRONICALLY RECORDED BY SIMPLIFILE

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 15th day of February, 2010, between Summerwind Partners, LLC, a Nevada limited liability company ("Grantor"), and Idaho Golf Partners, Inc., an Idaho corporation, whose address is 808 Cloverhill Court, Eagle, Idaho 83616 ("Grantee"), witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does, by these presents, convey unto Grantee and its successors and assigns forever, all the following described real estate situated in the County of Canyon, State of Idaho:

Lots 1, 16, 17, 18, 39 and 40, Block 1; Lot 15, Block 2, Summerwind at Orchard Hills Subdivision Phase 1, accordingly to the official Plat filed in Book 39 of Plats, Page 21, records of Canyon County, Idaho; AND Lots 41 and 66, Block 1, and Lot 1, Block 4, Summerwind at Orchard Hills Subdivision Phase 2, according to the official Plat filed in Book 39 of Plats, Page 22, records of Canyon County, Idaho,

Subject to, however, the restrictive covenant that the uses of said property be limited to the use as an eighteen hole golf course and golf course amenities and appurtenances, including, but not limited to, clubhouse, recreational activities compatible with the operation of a golf course, driving range, putting, and restroom facilities.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity, except as expressly provided otherwise herein. To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its heirs and assigns forever.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, excepting however those certain exceptions identified on Exhibit A attached hereto. Notwithstanding the foregoing, the Grantor has agreed to provide Grantee with a standard ALTA owner's policy of title insurance issued by Fidelity National Title (the "Underwriter") wherein the Underwriter shall insure around said Special Exception Nos. 34, 35, and 36. Said estate is being conveyed subject to any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument.

DATED this 15th day of February, 2011.

SUMMERWIND PARTNERS, LLC,
a Nevada limited liability company

By: Integrated Financial Associates, Inc., its
Manager

By William Dyer
William Dyer, its President

STATE OF NEVADA,)
 : ss
County of Clark)

On this 14th day of February, 2011, before me, the undersigned, a
Notary Public in and for said state, personally appeared William Dyer, identified to me to
President of Integrated Financial Associates, Inc. the Manager of Summerwind Partners, LLC, a
Nevada 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
Summerwind Partners, LLC 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.

(SEAL)

Charlotte Bothwell
Notary Public for Nevada
Residing at Las Vegas, Nevada
Commission Expires: July 2, 2012

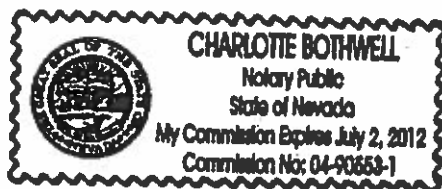


EXHIBIT A
EXCEPTIONS

RECORDER SCAN

9. Water rights, claims or title to water.
10. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof.
11. Subsequent taxes for the year 2009, plus any applicable penalties and interest, which are a lien, of which all are delinquent.
12. General taxes for the year 2010, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.
13. Liens and assessments of the WILDER IRRIGATION DISTRICT, and the rights, powers and easements of said district as by law provided. No search has been made. Telephone No. (208)459-3421 for more specific information.
14. Liens, levies and assessments of the Idaho Wastewater Treatment Services, Inc. No search has been made.
15. Liens, levies and assessments of the SummerWind at Orchard Hills Homeowners Association, Inc. No search has been made.
16. Rights and claims in and to that portion of said premises lying within the Boehner Road, Van Slyke Road, and Ustick Road rights of way.
17. Right of way for Deer Flat High Line Canal and Mora Canal, and the rights of access thereto for maintenance of said canal/ditch/laterals.
18. Any adverse claim based on the assertion that the location of the Deer Flat High Line Canal and Mora Canal have moved.
19. Easements, reservations, restrictions and dedications, if any, as shown on the official plat of SummerWind at Orchard Hills Subdivision Phase I.
20. Easements, reservations, restrictions and dedications, if any, as shown on the official plat of Summerwind at Orchard Hills subdivision Phase II.
21. An easement for public utilities and incidental purposes in favor of Idaho Power Company, a corporation
Recorded: November 12, 1935
Instrument No: 214005, of Official Records.
(affects Lots 1 and 66 in Block 4 of Parcel II)
22. Terms, conditions, provisions, easements and obligations set forth in that certain Easement and Joint Agreement
Between: Estate of Ronald E. Willcuts and Carolyn J. Willcuts, as Grantors, and H. David Christensen and Sandra J. Christensen, as Grantees
Recorded: November 20, 1981
Instrument No: 934213, of Official Records.
(affects Lot 17 in Block 1 of Parcel I)
23. An easement for public utilities and incidental purposes in favor of Idaho Power Company, a corporation
Recorded: August 18, 1988
Instrument No: 8816485, of Official Records.
(affects Lot 1 in Block 4 of Parcel II)
24. An easement for public utilities and incidental purposes in favor of Idaho Power Company, a corporation
Recorded: August 18, 1988
Instrument No: 8816486, of Official Records.
(affects Lot 1 in Block 4 of Parcel II)
25. Terms, conditions, provisions, easements and obligations set forth in that certain Easement Agreement
Between: John A. Williamson, Evelyn M. Williamsson and Williamson Orchards, Inc. and The EB Trust
Recorded: April 27, 1999
Instrument No: 9916186, of Official Records.
(affects W 1/2 of SW 1/4 of Section 32, easement not located)

26. Matters as disclosed by Record of Survey
Recorded: November 16, 2001
Instrument No: 200147684, of Official Records.
27. Terms, conditions, provisions, easements and obligations set forth in that certain Easement Agreement
Between: John A. Williamson, Evelyn M. Williamson and Williamson Orchards, Inc., and The EB Trust
Recorded: August 22, 2003
Instrument No: 200352514, of Official Records.
(affects Lot 1, Block 1 of Parcel I)
28. Terms, conditions, provisions, easements and obligations set forth in that certain Order re: Water Rights
By: Wilder Irrigation District
Recorded: October 14, 2003
Instrument No: 200363787, of Official Records.
(affects Parcel II)
29. Terms, conditions, provisions, easements and obligations set forth in that certain Letter re: Subdivision Engineering Report Agreement
From: Southwest District Health
Recorded: May 15, 2007
Instrument No: 2007033123, of Official Records.
(affects Lots 1, 17, 18, 39, and 41 of Block 1; Lot 15 in Block 2 of Parcel I; and Lot 1 of Block 4 of Parcel II, and additional property)
30. Protective Covenants, Conditions, Restrictions and/or Easements, and other matters imposed by instrument recorded May 24, 2007 as Instrument No. 2007036186, of Official Records but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
31. An easement for public utilities and incidental purposes in favor of Idaho Power Company, a corporation
Recorded: August 21, 2007
Instrument No: 2007057762, of Official Records.
(affects Lot 17 and 18 in Block 1 of Parcel I)
32. Terms, conditions, provisions, easements and obligations set forth in that certain Member & Easement Agreement
Between: Union Land and Idaho Wastewater Treatment Services, Inc.
Recorded: October 24, 2007
Instrument No: 2007071212, of Official Records.
(affects Lot 40, Block 1 of Parcel I)
33. Terms, conditions, provisions, easements and obligations set forth in that certain Easement Agreement
Between: L222-1 ID Summerwind, LLC, an Idaho limited liability company and Michael W. Benedick and Carol L. Benedick
Recorded: October 31, 2007
Instrument No: 2007072538, of Official Records.
(affects Lot 1, Block 4 of Parcel II)

34. A Claim of Lien
Against: Union Land Company, LLC, an Idaho limited liability company, et al
Claimant: Hap Taylor & Sons, Inc., dba Knife River, an Oregon corporation
Original amount: \$217,385.82
Recorded: October 25, 2007
Instrument No: 2007071408, of Official Records.
(affects Parcel II and other property)

An Action pending in: Third District Court
Case No: CV08-4252C
Plaintiff: Hap Taylor & Sons, Inc., dba Knife River, an Oregon corporation doing
business as Knife River
Defendant: L222-1 ID Summerwind, LLC, an Idaho limited liability company, et al
Disclosed by: Lis Pendens
Recorded: April 29, 2008
Instrument No: 2008023477, of Official Records

Partial Release of Claim of Lien
Recorded: October 6, 2008
Instrument No: 2008053765

NOTE: Company agrees to affirmatively insure via endorsement to contemplated policies

35. A Claim of Lien
Against: Union Land Company, LLC, an Idaho limited liability company, et al
Claimant: Hap Taylor & Sons, Inc., dba Knife River, an Oregon corporation
Original amount: \$217,385.82
Recorded: October 25, 2007
Instrument No: 200701409, of Official Records.
(affects Parcel I and additional property)

An Action pending in: Third District Court
Case No: CV08-4251C
Plaintiff: Hap Taylor & Sons, Inc., dba Knife River, an Oregon corporation doing
business as Knife River
Defendant: L222-1 ID Summerwind, LLC, an Idaho limited liability company, et al
Disclosed by: Lis Pendens
Recorded: April 29, 2008
Instrument No: 2008023476, of Official Records

Partial Release of Claim of Lien
Recorded: October 6, 2008
Instrument No: 2008053764

NOTE: Company agrees to affirmatively insure via endorsement to contemplated policies

36. A Claim of Lien
Against: Union Land Company, Inc.
Claimant: Stanley Consultants, Inc.
Original amount: \$26,185.25
Recorded: February 22, 2008
Instrument No: 2008009213, of Official Records

Default Judgment awarded
To: Stanley Consultants, Inc.
Case No: CV08-4251C
Amount: \$41,189.03 plus interest
Instrument No: 2009015025
(affects Lot 40 in Block 1 of Parcel I)

NOTE: Company agrees to affirmatively insure via endorsement to contemplated policies.

State of Idaho
Department of Water Resources

Water Right 63-2946

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.1 0.2 0.4 Miles



State of Idaho
Department of Water Resources

Water Right 63-3033A

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

0 0.1 0.2 0.4 Miles



Water Right
63-3358A

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



State of Idaho
Department of Water Resources

Water Right
63-9350A

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.1 0.2 0.4 Miles



State of Idaho
Department of Water Resources

Water Right
63-26963

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

04W



- ⊙ Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

0 0.0475 0.095 0.19 Miles

