

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 07 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

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?
37-10244	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: KENNETH C ANHDER and BROOKE ANHDER
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): J7, LLC, an Idaho limited liability company
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- P.O. Box 147 Malta ID 83342
Mailing address City State ZIP
- 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: _____
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: J7, LLC by Jeff Johnson MANAGER 5-3-16
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 DM Date 11-7-2016 Receipt No. SO35805 Receipt Amt. \$25-
 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 _____

44

This Special Warranty is being re-recorded
to correct the legal on Parcel No. 7

LINCOLN COUNTY
Recorded for:
TITLEONE - GOODING
11:36:30 AM 05-04-2016
0000197343
No. Pages 6 Fee: \$25.00
BRENDA FARNWORTH
County Clerk
Deputy: CL
Electronically Recorded by Simplifile

16269380

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged **KENNETH C. ANHDER**, aka **KENNETH ANHDER** and **BROOKE ANHDER**, husband and wife, the "Grantors", hereby grant, bargain, sell, and convey unto **J7, LLC**, an Idaho limited liability company, whose address is Post Office Box 147, Malta, Idaho 83342, the "Grantee", the following described premises located in Lincoln County, Idaho, to wit:

PARCEL NO. 1:

**TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO**

Section 19: Part of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, being more particularly described as follows:

Commencing at a $\frac{1}{2}$ -inch rebar with an orange cap marking the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 19;
Thence along the East line of the Northeast $\frac{1}{4}$ of said Section 19, North $00^{\circ}14'14''$ East, a distance of 660.13 feet to the Southeast corner of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 19, being marked by a magnetic nail, from which a $\frac{1}{2}$ -inch rebar with a cap stamped "LS-889" bears North $89^{\circ}57'00''$ West at a distance of 24.9 feet;
Thence along the South line of North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 19, North $89^{\circ}39'05''$ West, a distance of 373.72 feet to the POINT OF BEGINNING of this land description and from which a $\frac{1}{2}$ -inch rebar with a cap stamped "LS-9858" bears North $02^{\circ}49'20''$ West at a distance of 24.30 feet;
Thence continuing along the South line of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 19, North $89^{\circ}39'05''$ West a distance of 2261.89 feet to the Southwest corner of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 19, from which a $\frac{1}{2}$ -inch rebar with a cap stamped "LS-889" bears South $65^{\circ}06'00''$ East at a distance of 0.2 feet;
Thence along the West line of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 19, North $00^{\circ}11'07''$ East, a distance of 659.27 feet to the Northwest corner of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 19, marked by a $\frac{1}{2}$ -inch rebar with a cap stamped "LS-9858";
Thence along the North line of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 19, South $89^{\circ}40'13''$ East, a distance of 2227.21 feet to a $\frac{1}{2}$ -inch rebar with a cap stamped "LS-9858", being North $89^{\circ}40'13''$ West, a distance of 409.00 feet from the Northeast corner of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 19;
Thence South $02^{\circ}49'20''$ East, a distance of 661.01 feet to the POINT OF BEGINNING of this land description.

PARCEL NO. 2:

**TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO**

Section 19: Part of the S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$, and more particularly described as follows:

Commencing at the East One Quarter (E $\frac{1}{4}$) corner of said Section 19, from which the Northeast corner of said Section 19 bears North $00^{\circ}02'31''$ East, 2640.55 feet, Thence North $89^{\circ}49'50''$ West along the South boundary of the NE $\frac{1}{4}$ of said Section 19 for a distance of 1140.76 feet to the true point of beginning.
Thence continuing North $89^{\circ}49'50''$ West along the South boundary of the NE $\frac{1}{4}$ of said Section 19 for a distance of 1494.20 feet to the Southwest corner of the NE $\frac{1}{4}$ of said Section 19;
Thence North $00^{\circ}00'38''$ West along the West boundary of the NE $\frac{1}{4}$ of said Section 19 for a distance of 659.24 feet to the Northwest corner of the S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 19;
Thence South $89^{\circ}51'00''$ East along the North boundary of the S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 19 for a distance of 1075.02 feet;
Thence South $00^{\circ}00'38''$ East parallel with the West boundary of the NE $\frac{1}{4}$ of said Section 19 for a distance of 237.89 feet;
Thence South $79^{\circ}41'52''$ East for a distance of 420.00 feet;
Thence South $00^{\circ}59'35''$ East for a distance of 347.90 feet to the TRUE POINT OF BEGINNING.

SPECIAL WARRANTY DEED - 1

C:\Users\aroth\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\CMUNS9DU\WD RP.doc

LINCOLN COUNTY
Recorded for:
TITLEONE - TWIN FALLS
12:49:39 PM 09-16-2016
0000197727
No. Pages 6 Fee: \$25.00
BRENDA FARNWORTH
County Clerk
Deputy: CS
Electronically Recorded by Simplifile

PARCEL NO. 3:

TOWNSHIP 6 SOUTH, RANGE 19 EAST, BOISE MERIDIAN, LINCOLN COUNTY, IDAHO

Section 18: A parcel of land located in the NE¼, more particularly described as follows:

Commencing at the East One Quarter (E¼) corner of said Section 19, from which the Northeast corner of said Section 19 bears N00°02'31"E-2640.55 feet;

Thence N89°49'50"W along the South boundary of the NE¼ of said Section 19 for a distance of 1140.76 feet;

Thence N00°59'35"W for a distance of 347.90 feet to THE TRUE POINT OF BEGINNING;

Thence N79°41'52"W for a distance of 420.00 feet;

Thence N00°00'38"W parallel with the West boundary of the NE¼ of said Section 19 for a distance of 237.89 feet to a point on the North boundary of the S½S½NE¼ of said Section 19;

Thence S89°51'00"E along the North boundary of the S½S½NE¼ (S½S½NE¼ rec.) of said Section 19 for a distance of 407.86 feet;

Thence S00°59'35"E for a distance of 311.98 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

**TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN
LINCOLN COUNTY, IDAHO**

Section 17: S½SE¼;

PARCEL NO. 5:

**TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO**

Section 19: A parcel of land located in the NE¼NE¼, being more particularly described as follows:

Commencing at the North One Quarter (N¼) corner of said Section 19 from which the Northeast Section corner of said Section 19 bears South 89°42'32" East - 2637.38 feet, Thence South 89°42'32" East along the North boundary of the NE¼ of said Section 19 for a distance of 1381.33 feet to the TRUE POINT OF BEGINNING.

Thence continuing South 89°42'32" East along the North boundary of the NE¼ of said Section 19 for a distance of 209.93 feet;

Thence South 00°17'28" West for a distance of 207.50 feet;

Thence North 89°42'32" West parallel with the North boundary of the NE¼ of said Section 19 for a distance of 209.93 feet;

Thence North 00°17'28" East for a distance of 207.50 feet to a point on the North boundary of the NE¼ of said Section 19, said point being the TRUE POINT OF BEGINNING.

PARCEL NO. 6:

**TOWNSHIP 6 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN
LINCOLN COUNTY, IDAHO**

Section 19: NE¼NE¼;

EXCEPTING THEREFROM a parcel of land located in the NE¼NE¼, being more particularly described as follows:

Commencing at the North One Quarter (N¼) corner of said Section 19 from which the Northeast Section corner of said Section 19 bears South 89°42'32" East - 2637.38 feet, Thence South 89°42'32" East along the North boundary of the NE¼ of said Section 19 for a distance of 1381.33 feet to the TRUE POINT OF BEGINNING.

Thence continuing South 89°42'32" East along the North boundary of the NE¼ of said Section 19 for a distance of 209.93 feet;

Thence South 00°17'28" West for a distance of 207.50 feet;

Thence North 89°42'32" West parallel with the North boundary of the NE¼ of said Section 19 for a distance of 209.93 feet;

Thence North 00°17'28" East for a distance of 207.50 feet to a point on the North boundary of the NE¼ of said Section 19, said point being the TRUE POINT OF BEGINNING.

PARCEL NO. 7:

TOWNSHIP 6 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

SECTION 23: A parcel of land located in the NE $\frac{1}{4}$, being more particularly described as follows:

Beginning at the Northeast Corner of Section 23 in T. 6 S., R. 18 E., B.M. said corner marked by a $\frac{1}{2}$ " rebar; Thence North 89°38'56" West along the North line of Section 23 for a distance of 300.00 feet to a $\frac{5}{8}$ " rebar which shall be the Point of Beginning;

THENCE South 00°11'44" West (S 00°23'33" W, Rec.) for a distance of 1316.02 feet (1315.97', Rec.) to a $\frac{5}{8}$ " rebar on the South line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE North 89°39'57" West along said line for a distance of 1018.78 feet to a $\frac{5}{8}$ " rebar at the Southwest Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE South 00°07'46" West along the East line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ for a distance of 1316.45 feet to a $\frac{5}{8}$ " rebar at the Southeast Corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE North 89°41'16" West along the South line of the NE $\frac{1}{4}$ for a distance of 1317.26 feet to a $\frac{5}{8}$ " rebar at the Center $\frac{1}{4}$ Corner of Section 23;

THENCE North 00°03'48" East along the West line of the NE $\frac{1}{4}$ for a distance of 2138.68 feet to a $\frac{1}{2}$ " rebar;

THENCE South 89°38'57" East for a distance of 881.83 feet to a $\frac{1}{2}$ " rebar;

THENCE North 00°27'44" seconds East for a distance of 462.02 feet to a $\frac{1}{2}$ " rebar;

THENCE North 00°27'44" East for a distance of 32.98 feet to the North line of Section 23;

THENCE South 89°38'56" East for a distance of 1455.33 feet to the Point of Beginning.

9/16/14

Subject to a county road right of way along the North side, and is subject to a canal right of way along the South side.

("Property").

Together with all water rights appurtenant thereto, including but not limited to, Big Wood Canal Company Stock Certificates Nos. 13210 for 37 shares, 12868 for 100 shares, 13266 for 56 shares and 13318 for 18.75 shares and Water Right No. 37-10244.

TO HAVE AND TO HOLD, unto Grantee, its successors and assigns forever.

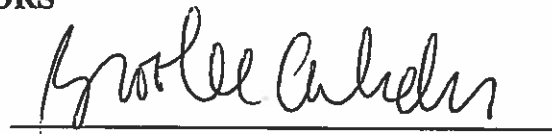
SUBJECT TO the following: (a) general taxes and assessments, which are not yet due and payable; and (b) the encumbrances, easements, restrictions and matters set forth on EXHIBIT A attached hereto and incorporated herein (collectively the "Permitted Exceptions").

Grantors warrant that they are the owners in fee simple of the Property, that the Grantors have not conveyed any interest in the Property to any person other than Grantee, and that the Property is free from all encumbrances created or suffered by Grantor, except the Permitted Exceptions, and that Grantors will warrant and defend the same against all lawful claims of all persons claiming by, through or under Grantors.

IN WITNESS WHEREOF, the parties have executed the within instrument as of the 3rd day of May, 2016.

"GRANTORS"

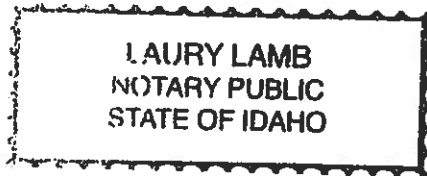

KENNETH C. ANHDER, aka
KENNETH ANHDER


BROOKE ANHDER

STATE OF IDAHO)
 ss:
County of Jerome)

On this 3rd day of May, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KENNETH C. ANHDER, aka KENNETH ANHDER and BROOKE ANHDER, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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



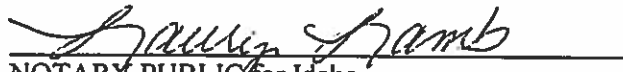

NOTARY PUBLIC for Idaho
Residing at: Jerome, ID
Commission Expires: 4/2/2022

EXHIBIT A

1. Taxes, including any assessments collected therewith, for the year 2016 which are a lien not yet due and payable.
2. levies and assessment of any and all irrigation districts, including but not limited to the American Falls Reservoir District No. 2 and the rights, powers, and easements of said district as provided by law.
3. Liens, levies and assessment of any and all irrigation districts, including but not limited to the Big Wood Canal Company and the rights, powers, and easements of said company as provided by law.
4. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
5. Right-of-way for canals, laterals and waste ditches and the rights of access thereto for maintenance of said Big Wood Canal Company.
6. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company, a corporation
Purpose: Public Utilities
Recorded: September 8, 1940
Book 5 at Page 25
Instrument No.: 79315
(Parcel No. 4)
7. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: The American Telephone and Telegraph Company of Wyoming
Purpose: Public Utilities
Recorded: October 14, 1941
Book 5 at Page 157
Instrument No.: 81262
(Parcel No. 4)
8. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: The American Telephone and Telegraph Company of Wyoming
Purpose: Public Utilities
Recorded: January 5, 1942
Book 5 at Page 177
Instrument No.: 81612
(Parcel No. 4)
9. Materials Lease granted to State of Idaho recorded July 24, 1969 as Instrument Number 122645, Lincoln County records. (Parcel No. 1)
10. Lateral Abandonment and Pipeline Agreement by and among Ray Kessler; Hubert Shaw and Rita Shaw, husband and wife; and Big Wood Canal Company, a nonprofit corporation, dated March 20, 1996, recorded March 22, 1996 as Instrument Number 160576, Lincoln County records. (Parcel No. 1)
11. Terms, conditions, easements and, obligations, if any, contained in Guideform Well User's Agreement 2-4 Units by and between Ed and Martha Bench and Richard S. and Merrie Williams.
Recorded: January 23, 2002
Instrument No: 172061
(Parcel No. 2)
12. Lincoln County Planning & Zoning Commission Notice of Decision Conditional Use Permit/Financial Split, dated August 23, 2010, recorded August 24, 2010 as Instrument Number 189268, Lincoln County records. (Parcel No. 5 and 6)

13. County road along the North boundary. (Parcel No. 5 and No. 6)
14. A 25.00 foot wide county road easement along the North boundary of the before described parcel as set forth in Quitclaim Deed dated October 7, 2010, recorded October 7, 2010 as Instrument Number 189467, Lincoln County records. (Parcel No. 5)
15. Terms, conditions, easements and, obligations, if any, contained in License Agreement by and between Big Wood Canal Company, an Idaho corporation or American Falls Reservoir District No. 2, Licenser and Kenneth Anhder, Licensee.
Recorded: August 14, 2012
Instrument No: 192230



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

November 9, 2016

J7 LLC
PO BOX 147
MALTA ID 83342

RE: Change of Ownership for Water Right Nos. 37-10244

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s). 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.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Trish Fawcett'.

Trish Fawcett
Technical Records Specialist

Enclosure(s)

Cc: TitleOne (16269380)



237 N. Lincoln
Jerome, ID 83338
Ph. (208)324-3357
Fx. (866)310-3443
www.titleonecorp.com

RECEIVED

NOV 07 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

Date: June 2, 2016

Idaho Dept of Water Resources
Attn: Trish
650 Addison Ave W, Suite 500
Twin Falls, ID 83301

Re: Escrow No. 16269380 J7, LLC, an Idaho limited liability company

In connection with the above referenced transaction, I am enclosing the following:

- Notice of Change In Water Right Ownership form
- Cashier's Check no. 23063152 in the amount of \$25.00
- Copy of the Recorded Warranty Deed, Instrument No. 197343 and re-recorded as Instrument no. 197727, Lincoln County, Idaho

If you have any questions, please do not hesitate to contact me.

Sincerely,

Laury Jo Lamb
(208) 324-3357
llamb@titleonecorp.com