

RECEIVED

APR 21 2016

Form 42-248/42-1409(6) Rev. 1/15

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT 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?	Lensed to Water Supply Bank?	Water Right/Claim No.	Split?	Lensed to Water Supply Bank?
45-14440	Yes ☐	Yes ☐		Yes ☐	Yes ☐
45-14447	Yes ☐	Yes ☐		Yes ☐	Yes ☐
45-14448	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Scott W. Beck
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Beck Farm LLC a Delaware limited liability company
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

1250 NE Loop 410 Suite 300 San Antonio TX 78209
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): **SUPPORT DATA**
 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.

IN FILE # 45-14440

8. Signature: [Signature] President _____
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 4-21-2016 Receipt No. 5035412 Receipt Amt. \$75-

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 _____

Recording Requested by and
After Recording Return to:

Attn: Kimberly D. Maloney
Givens Pursley LLP
601 W. Bannock Street
P.O. Box 2720
Boise, ID 83701

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

CASSIA COUNTY
RECORDED FOR:
TITLEONE - BURLEY
02:05:58 PM 04-07-2016
2016-001380
NO. PAGES: 7 FEE: \$28.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: CVELASQUEZ
Electronically Recorded by Simplifile

16265179

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Scott W. and Jennifer Beck, husband and wife, (collectively, "Grantor"), does hereby grant, bargain, sell and convey unto Beck Farm LLC, a Delaware limited liability company, whose current mailing address is 1250 NE Loop 410, Suite 300, San Antonio, Texas 78209 ("Grantee"), the following described real property, located in Cassia County, Idaho, to wit (the "Premises"):

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all water and water rights, including but not limited to those described on Exhibit B, ditches and ditch rights, storage and storage rights, irrigation company shares, rights to receive water through any irrigation district, streets, alleys and rights of way adjacent thereto, and all minerals and mineral rights appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Premises, as well in law as in equity, reserving no portions thereof to the Grantor.

TO HAVE AND TO HOLD the Premises with its appurtenances unto Grantee, its successors and assigns, forever, and subject to the matters set forth on Exhibit C to this Warranty Deed attached hereto and incorporated herein (the "Permitted Exceptions"). Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all other claims whatsoever except as excluded or excepted herein and that Grantor and its successors and assigns will, on demand of the Grantee or its successors or assigns, execute any instrument necessary for the further assurance of the title to the Premises that may be reasonably required.

Recording Requested by and
After Recording Return to:

Attn: Kimberly D. Maloney
Givens Pursley LLP
601 W. Bannock Street
P.O. Box 2720
Boise, ID 83701

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DATED effective as of the 7th day of April, 2016.



Scott W. Beck

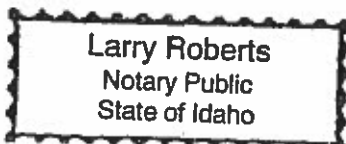


Jennifer Beck

STATE OF IDAHO)
 : ss.
County of Cassia)

On this 7 day of April, 2016, before me, a Notary Public in and for said state, personally appeared Scott W. Beck, known or identified to me to be the person who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same.

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



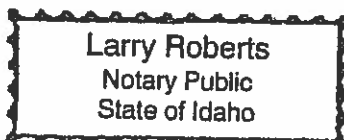


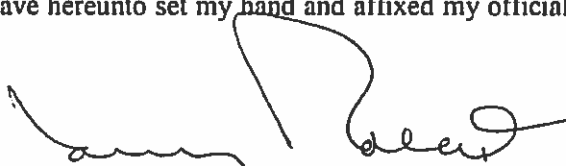
Notary Public for Idaho
Residing at: Twin Falls, ID
My commission expires: 6-30-21

STATE OF IDAHO)
 : ss.
County of Cassia)

On this 7 day of April, 2016, before me, a Notary Public in and for said state, personally appeared Jennifer Beck, known or identified to me to be the person who subscribed said name to the foregoing instrument, and acknowledged to me that she executed the same.

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





Notary Public for Idaho
Residing at: Twin Falls
My commission expires: 6-30-21

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

PARCEL NO. 1:
TOWNSHIP 10 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 36: Part of Section 36, more particularly described as follows:

Beginning at the East quarter corner of Section 36, said corner marked by a 5/8 inch rebar with 3 inch aluminum cap on top which shall be the Point of Beginning;

Thence along the centerline of a farm road on the following courses and distances:

North 89°45'04" West for 1008.66 feet;
North 81°24'13" West for 231.85 feet;
South 89°12'01" West for 512.34 feet;
North 88°49'10" West for 196.06 feet;
North 61°23'07" West for 145.64 feet;
North 39°45'04" West for 428.68 feet;
North 56°00'33" West for 169.37 feet;
North 73°49'59" West for 159.31 feet;
South 85°40'56" West for 147.19 feet;
South 69°48'50" West for 193.41 feet;
South 48°24'03" West for 272.32 feet;
South 30°24'32" West for 170.43 feet;
South 46°12'02" West for 89.47 feet;
South 72°49'49" West for 232.28 feet;
South 89°59'49" West for 381.41 feet;
North 82°02'09" West for 164.67 feet;
North 86°21'40" West for 289.55 feet;
North 79°58'59" West for 114.58 feet;
South 70°48'49" West for 142.86 feet;
South 43°26'49" West for 861.12 feet;
South 25°51'34" West for 61.68 feet;
South 04°15'57" West for 626.16 feet;
South 00°13'37" East for 162.10 feet;
South 27°58'59" East for 87.04 feet;
South 14°18'24" East for 217.83 feet;
South 31°42'17" East for 275.34 feet;
South 59°59'20" East for 93.89 feet;
South 56°50'05" East for 150.05 feet;
South 42°21'45" East for 75.42 feet;
South 46°05'32" East for 253.12 feet to a ½ inch rebar;

Thence North 70°27'33" West for a distance of 152.98 feet to a ½ inch rebar;

Thence North 49°54'56" West for a distance of 110.16 feet to a ½ inch rebar;

Thence North 88°18'06" West for a distance of 169.71 feet ½ inch rebar;
Thence North 69°27'10" West for a distance of 317.72 feet to the west line of Section 36;
Thence North 00°01'40" East along said line for a distance of 2032.68 feet to the West quarter corner of Section 36;
Thence North 00°01'40" East along said line for a distance of 2643.70 feet to a US BLM iron pipe with brass cap at the northwest corner of Section 36;
Thence North 89°36'35" East along the north line of Section 36 for a distance of 2649.79 feet to a US BLM iron pipe with brass cap at the North quarter corner of Section 36;
Thence North 89°36'10" East along the north line of Section 36 for a distance of 2649.98 feet to a 5/8 inch rebar with a 3 inch cap on top at the northeast corner of Section 36;
Thence South 00°08'50" East along the east line of Section 36 for a distance of 2654.11 feet to the Point of Beginning.

PARCEL NO. 2:
TOWNSHIP 10 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 35: Part of the E½ of Section 35 more particularly described as follows:

Beginning at the Northeast corner of Section 35, said corner marked by a U.S. B.L.M. iron pipe with brass cap on top which shall be the Point of Beginning;
Thence South 00°01'40" West along the east line of Section 35 for a distance of 2643.70 feet to the East ¼ corner of Section 35;
Thence South 00°01'40" West along the east line of Section 35 for a distance of 2032.68 feet;
Thence North 69°27'10" West for a distance of 260.27 feet to a ½ inch rebar;
Thence North 36°12'13" West for a distance of 1826.66 feet to a ½ inch rebar on the west line of the E½SE¼;
Thence North 00°00'01" West for a distance of 464.58 feet to the Northwest corner of the E½SE¼;
Thence North 00°00'01" West along the west line of the SE¼NE¼ for a distance of 265.08 feet to a ½ inch rebar;
Thence North 00°00'01" West for a distance of 1056.56 feet to a 5/8 inch rebar at the Southeast corner of the NW¼NE¼;
Thence North 31°22'23" West for a distance of 1546.25 feet to a ½ inch rebar on the north line of Section 35;
Thence North 89°52'27" East along said line for a distance of 2129.93 feet to the Point of Beginning.

EXHIBIT B

WATER RIGHTS

All water rights associated with the Property, including, but not limited to, the following water rights:

45-14440

45-14447

45-14448

Reserving no portions thereof to the Grantor.

EXHIBIT C

PERMITTED EXCEPTIONS

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
2. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
3. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
4. Taxes, including any assessments collected therewith, for the year 2016 and subsequent years which are a lien not yet due and payable.
5. Liens, levies and assessments of any and all irrigation districts, including but not limited to the Southwest Irrigation District and the rights, powers, and easements of said district as provided by law.
6. Pipe Line Right of Way Agreement between the State of Idaho, acting by and through the State Board of Land Commissioners, and Salt Lake Pipe Line Company, a Nevada corporation, dated March 3, 1950 and recorded April 14, 1950 as Instrument No. 168977 in Book 14 of Miscellaneous, on Pages 148, 149 and 150, records of Cassia County, Idaho, over and across Section 36, Township 10 South, Range 21 East of the Boise Meridian.
7. Power Line Easement from LaMar Craner and Pearl Craner, his wife, to Idaho Power Company, a corporation, dated April 6, 1961 and recorded July 5, 1961 as Instrument No. 2375 on Film No. 7, records of Cassia County, Idaho, over and across the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 10 South, Range 21 East of the Boise Meridian.
8. Power Line Easement from LaMar Craner and Pearl Craner, his wife, to Idaho Power Company, a Corporation, dated September 30, 1964 and recorded December 30, 1964 as Instrument No. 21878 on Film No. 31, records of Cassia County, Idaho, over and across the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 10 South, Range 21 East of the Boise Meridian.
9. Power Line Easement from J. Max Larson and Marilyn Larson, his wife, to Idaho Power Company, a corporation, dated January 23, 1976 and recorded May 19, 1976 as Instrument No. 90770 on Film No. 101, records of Cassia County, Idaho, over and across the East 25 feet of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 36, and the East 25 feet of the SW $\frac{1}{4}$ of Section 36, Township 10 South, Range 21 East of the Boise Meridian.

10. Amended State of Idaho Easement No. 1009 by and between The State of Idaho, Department of Lands, acting by and through the State Board of Land Commissioners, as party of the first part, and Chevron Pipe Line Company, as party of the second part, dated June 8, 1995 and recorded July 18, 1995 as Instrument No. 237641 on Film No. 268, records of Cassia County, Idaho. (Covers the NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{4}$ SW $\frac{1}{4}$ and N $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 10 South, Range 21 East of the Boise Meridian and additional property not included herein.)

11. Pipeline Easement by Richard L. Kechter, a married man contracting with his sole and separate property, Grantor, to Southwest Irrigation District, an irrigation district existing under the laws of the State of Idaho, Grantee, dated April 23, 2009 and recorded May 22, 2009 as Instrument No. 2009-002590, records of Cassia County, Idaho.
Subordination Agreement dated April 23, 2009 and recorded May 22, 2009 as Instrument No. 2009-002591, records of Cassia County, Idaho.

12. Easement by Richard L. Kechter, a married man contracting with his sole and separate property, to Idaho Power Company, a Corporation, dated July 10, 2009 and recorded October 26, 2009 as Instrument No. 2009-005423, records of Cassia County, Idaho. (Covers the NE $\frac{1}{4}$ of Section 36, Township 10 South, Range 21 East of the Boise Meridian.)



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

April 26, 2016

BECK FARM LLC
1250 NE LOOP 410 STE 300
SAN ANTONIO TX 78209

RE: Change of Ownership for Water Right Nos. 45-14440, 45-14447 and 45-14448

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, reading "Trish Fawcett".

Trish Fawcett
Technical Records Specialist

Enclosure(s)

Cc: TitleOne (File 16265179)
D.L. Evans Bank



RECEIVED

APR 21 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

April 19, 2016

Trish Fawcett
ID Dept. of Water Resources
650 Addison Avenue West, Ste. 500
Twin Falls, ID 83301

RE: TitleOne File No. 16265179
Scott W. Beck

Dear Trish:

Enclosed with this letter please find the following documents:

1. The original executed Notice of Change in Water Right Ownership.
2. A copy of the recorded Warranty Deed.
3. Land Title and Escrow, Inc. dba TitleOne's check no. 5778 payable to the Idaho Department of Water Resources in the amount of \$75.00 for water transfer fees.

Would you please make the necessary changes in the records to indicate the new owner as Beck Farm LLC. Please send a receipted copy to this office.

Should you have any questions, please do not hesitate to contact this office.

Very truly yours,
TITLEONE

Nancy Garrett
Administrative Assistant

AR/nrg
Enc.