

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 21 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?
45-2562	Yes ☐	Yes ☐		Yes ☐	Yes ☐
45-2563	Yes ☐	Yes ☐		Yes ☐	Yes ☐
45-10679	Yes ☐	Yes ☐		Yes ☐	Yes ☐
45-2573	Yes ☐	Yes ☐		Yes ☐	Yes ☐
45-107778	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Paige 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):
 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 # 45-2562

8. Signature: [Signature] President 4/17/2016
 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. 8035411 Receipt Amt. \$125-

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 _____

CASSIA COUNTY
RECORDED FOR:
TITLEONE - BURLEY
02:20:28 PM 04-07-2016
2016-001383
NO. PAGES: 7 FEE: \$28.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: CVELASQUEZ
Electronically Recorded by Simplifile

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

16265020

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Paige Darrington ("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 appurtenant to or beneficially used upon the Premises, including but not limited to those described on Exhibit B, and all 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.

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.

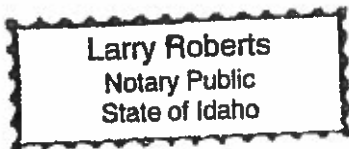
DATED effective as of the 7th day of April, 2016.

Paige Darrington
Paige Darrington

STATE OF IDAHO)
 : ss.
County of Cassia)

On this 7th day of April, 2016, before me, a Notary Public in and for said state, personally appeared PAIGE DARRINGTON, 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.



Larry Roberts
Notary Public for Idaho ✓
Residing at: Twins Falls, ID
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 South 00°15'30" West (South 00°14'51" West, rec.) along the east line of Section 36 for a distance of 804.28 feet (804.34 feet, rec.) to a 1/2 inch rebar;
Thence South 86°58'28" West (South 86°57'58" West, rec.) for a distance of 238.56 feet (238.39 feet, rec.) to a 1/2 inch rebar;
Thence South 01°54'50" West (South 02°04'26" West, rec.) for a distance of 95.16 feet (95.14 feet, rec.) to a 1/2 inch rebar;
Thence South 19°26'29" East (South 19°27'10" East, rec.) for a distance of 343.96 feet (343.95 feet, rec.) to a 1/2 inch rebar;
Thence South 06°50'52" West (South 06°51'44" West, rec.) for a distance of 329.09 feet (329.08 feet, rec.) to a 1/2 inch rebar;
Thence North 84°28'05" West (North 84°30'03" West, rec.) for a distance of 28.87 feet (28.83 feet, rec.) to a 1/2 inch rebar;
Thence South 30°43'42" West (South 30°46'48" West, rec.) for a distance of 62.13 feet (62.14 feet, rec.) to a 1/2 inch rebar;
Thence South 01°29'16" West (South 01°29'02" West, rec.) for a distance of 966.94 feet (966.92 feet, rec.) to a 1/2 inch rebar;
Thence South 89°27'48" East (South 89°26'37" East, rec.) for a distance of 69.62 feet (69.58 feet, rec.) to a 1/2 inch rebar;
Thence South 00°48'19" West (South 00°47'40" West, rec.) for a distance of 70.16 feet (70.17 feet, rec.) to a 1/2 inch rebar on the south line of Section 36;
Thence South 89°46'57" West along said line for a distance of 2473.56 feet to a 5/8 inch rebar with 3 inch aluminum cap on top at the South quarter corner of Section 36;
Thence South 89°48'02" West for a distance of 1551.81 feet;
Thence North 00°07'23" East (North 0°08' East, rec.) for a distance of 25.04 feet to a 1/2 inch rebar;
Thence North 00°07'23" East (North 0°08' East, rec.) for a distance of 73.56 feet to a 3/8 inch rebar;
Thence North 41°35'27" West (North 41°22' West, rec.) for a distance of 150.52 feet (150.40 feet, rec.) to a 3/8 inch rebar;
Thence North 62°25'26" West (North 62°13' West, rec.) for a distance of 339.96 feet (339.07 feet, rec.) to a 1/2 inch rebar;

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

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

PARCEL NO. 2:

TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 2: SW¼

EXHIBIT B

WATER RIGHTS

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

45-2562

45-2563

45-10679

45-2573

45-10777B

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. Right of Way Contract between H. G. McElhinney and Bertha M. McElhinney, his wife, as Grantors, and Pacific Northwest Pipeline Corporation, a Delaware Corporation, as Grantee dated August 5, 1955 and recorded August 25, 1955 as Instrument No. 187275 in Book 9 of Bills of Sales and Agreements, Page 194, records of Cassia County, Idaho, granting a right of way over and across the SW¼ of Section 2, Township 11 South, Range 21 East, Boise Meridian, together with the right of ingress and egress.
8. Power Line Easement from Henry G. McElhinney and Bertha M. McElhinney, his wife, to Idaho Power Company, recorded February 17, 1960 as Instrument No. 205202 in Book 16 of Miscellaneous, records of Cassia County, Idaho, granting an easement over the SW¼SW¼ of Section 2, Township 11 South, Range 21 East of the Boise Meridian.
9. 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 SE¼SE¼ of Section 36, Township 10 South, Range 21 East of the Boise Meridian.

10. 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 SE¼SE¼ of Section 36, Township 10 South, Range 21 East of the Boise Meridian.

11. 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 SE¼NW¼ of Section 36, and the East 25 feet of the SW¼ of Section 36, Township 10 South, Range 21 East of the Boise Meridian.

12. 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 NE¼SW¼, W¼SW¼ and N¼SE¼ of Section 36, Township 10 South, Range 21 East of the Boise Meridian and additional property not included herein.)

13. 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.