



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

February 5, 2016

Racine Olson Nye Budge & Bailey
201 E Center St
Po Box 1391
Pocatello ID 83204

RE: Notice of Change in Water Right Ownership
Water Rights: 11-4064, 29-523, 29-526, 29-10169 & 29-10168

Dear Sir/Madam:

On December 30, 2013, you filed a Notice of Change in Water Right Ownership (ownership change) with the Idaho Department of Water Resources (IDWR), seeking to update the ownership records for the water rights listed above. After an initial review, we determined that you needed to provide additional evidence of ownership, specifically a chain of deeds tracing from the owner currently listed on the water rights to Bancroft Investments Group LLC. On March 7, 2014, July 7, 2014 and August 29, 2015, (copies attached) we sent a letter requesting the additional information. The additional information was to be provided within 30 days. The department does acknowledge that you have been in contact with our department and have been working on the additional information, however the department cannot justify holding onto your application and filing fees any longer.

IDWR has not received the additional information required. Without the requested documents, we cannot verify ownership of the water right and cannot complete the ownership change. We are therefore returning a copy of your ownership change and have initiated a refund of your filing fee (\$175.00). The refund from the state of Idaho will arrive at the address listed above within a couple of weeks.

Water right number 29-523 has been complete as we discussed. Don C Rigby was removed as current owner and Bancroft was listed in his place, however Max Rigby is still listed as current as well. The department will keep the original application in their file due to the completion of a portion of this application and only a portion of the filing fee will be refunded. Total filing fee received is \$200.00 refund amount will be \$175.00.

SUPPORT DATA
IN FILE # 11-4064

Please feel free to re-file your ownership change any time in the future when you have collected the requested documentation of ownership. Because your filing fee is being refunded, you will need to determine and provide the proper filing fee at the time you re-file the ownership change.

If you have any questions, feel free to contact me at (208) 525-7161.

Respectfully submitted,

Jonie Barg
Technical Records Specialist

Enclosure(s)



RACINE
OLSON
NYE
BUDGE
BAILEY

201 E. Center St.
P.O. Box 1391
Pocatello, ID 83204
OFFICE 208.232.6101
FAX 208.232.6109
racinelaw.net

A. Bruce Larson
abl@racinelaw.net
Of Counsel

RECEIVED

DEC 30 2013

Department of Water Resources
Eastern Region

December 27, 2013

Idaho Department of Water Resources
900 North Skyline Drive, Suite A
Idaho Falls, ID 83402-1718

*Re: Notice of Change in Water Right Ownership/Assignment of Application for
Permit – Bancroft Investment Group, LLC*

Dear Sir or Madam:

Enclosed herewith are the following documents in connection with the above cited matter:

Original Notice of Change in Water Right Ownership effecting Water Right No. 11-4064, 29-523, 29-526, 29-10169, and 29-10168 and an Assignment of Application for Permit effecting Application for Permit No. 29-7995, together with a copy of the recorded Quitclaim Deed for Water Rights.

Also enclosed is a check drawn on the account of Bancroft Investment Group, LLC, in the amount of \$200.00 for the Change of Ownership and Assignment of Application.

If you need any further documentation or have any questions, contact A. Bruce Larson at 208-232-6101 or email abl@racinelaw.net.

Sincerely,



A. Bruce Larson

Enc

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 30 2013

Department of Water Resources
Eastern 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
11-4064 <i>Returned</i>	Yes ☐	<i>Don Rigby</i>	Yes ☐		Yes ☐
29-523 <i>OK complete</i>	Yes ☒	<i>Don & Max Rigby</i>	Yes ☐		Yes ☐
29-526 <i>Returned</i>	Yes ☐	<i>Don & Virginia</i>	Yes ☐		Yes ☐
29-10169 <i>Returned</i>	Yes ☐	<i>Rigby</i>	Yes ☐		Yes ☐
29-10168 <i>Returned</i>	Yes ☐	<i>↓</i>	Yes ☐		Yes ☐

2. Previous Owner's Name: Don C. Rigby Family Partnership
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Bancroft Investment Group, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1101 30th Street NW, Suite 220 Washington DC 20007
Mailing address City State ZIP
- (202) 625-1551 rigby@comeyrigby.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: _____
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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.

8. Signature: By: Bancroft Investment Group, LLC Manager December 23, 2013
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 12/30/2013 Receipt No. 7039402 Receipt Amt. \$200.-

Approved by _____ Processed by _____ Date _____

Refund Request for \$175. - Sent 2/4/2016

QUIT CLAIM DEED FOR WATER RIGHTS

For value received the **Don C. Rigby Family Partnership**, does hereby convey, release, remise and forever quit claim unto **Bancroft Investment Group, LLC**, whose principal address is 1101 30th Street NW, Suite 220, Washington DC 20007, all of Grantor's right, title and interest in the following described Idaho water rights, all of which are located in Caribou County, Idaho:

Township 8 South Range 40 East of the Boise Meridian:

Water Right Number 29-526, Sec. 26: appurtenant to SW $\frac{1}{4}$ SE $\frac{1}{4}$

1. Water Right Number 29-10169, Sec. 26: appurtenant to NW $\frac{1}{4}$ SE $\frac{1}{4}$
2. Water Right Number 29-10168, Sec. 35: appurtenant to S $\frac{1}{2}$ SE $\frac{1}{4}$

DATED this 23rd day of December, 2013

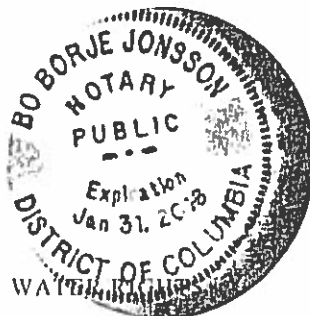
Don C. Rigby Family Partnership

By: *Suzanne Rigby*
Suzanne Rigby, Managing Partner

~~State of~~ DIST OF COL
) ss.
~~County of~~ WASH DC

On this 23rd day of December, 2013, before me a Notary Public in and for said State, personally appeared Suzanne Rigby, known or identified to me, the managing partner of the Don C. Rigby Family Partnership and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.

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



[Signature]
Notary Public
Residing at: 3225 GRACE ST. N.W.
Commission expires: 1-31-2018

20067
W.D.C.

THIS INSTRUMENT FILED FOR RECORD BY
CARIBOU LAND TITLE INC. AS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN
EXAMINED AS TO ITS EXECUTION OR AS
TO ITS EFFECT UPON THE TITLE.

Instrument # 192878

CARIBOU COUNTY

12-26-2013 01:57:31 No. of Pages: 1

Recorded for: CARIBOU TITLE

VEDA MASCARENAS

Fee: 10.00

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

WARRANTY DEED

For value received, the Don C. Rigby Family Partnership ("Grantor"), conveys and warrants to Bancroft Investment Group, LLC an Idaho limited liability company 1101 30th Street NW, Suite 220, Washington DC 20007 and its successors and assigns forever the real property located in Caribou County Idaho more particularly described in Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO taxes and assessments for the year 2013 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity. Together with any possessory rights and other interest now owned, or at any time hereafter acquired by the partnership, in any real property and appurtenances thereto, regardless of whether or not the interest is shown in the public record.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said real property; that the real property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 13th day of December 2013.

DON C. RIGBY FAMILY PARTNERSHIP

By:

Suzanne Rigby
Suzanne Rigby, Managing Partner

By:

Christine R. Arrington
Christine R. Arrington, Partner

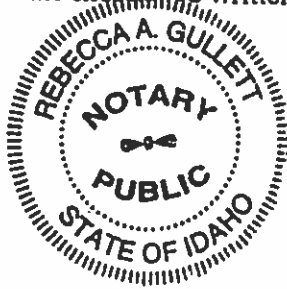
By:

Eric D. Rigby
Eric D. Rigby, Partner

State of Idaho)
) ss.
County of Caribou)

On this 13th day of December, 2013, before me a Notary Public in and for said State, personally appeared Suzanne Rigby, known or identified to me, the managing partner of the Don C. Rigby Family Partnership and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.

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



Rebecca A. Gullett
Notary Public for the State of Idaho
Residing at: Pocatello
Commission expires: 2-26-2016

State of New York)
) ss.
County of Westchester)

On this 18 day of December, 2013, before me a Notary Public in and for said State, personally appeared Christine R. Arrington, known or identified to me, to be one of the partners in the partnership of the Don C. Rigby Family Partnership and one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.

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

Charles F. McEntee III
Notary Public for the State of New York
Residing at: 22 Sylvan Pl. New Rochelle
Commission expires: 9/20/17

CHARLES F. MCENTEE III
Notary Public, State of New York
No. 01MC5018145
Qualified in Westchester County
Commission Expires Sept. 20, 20 17

State of Utah)
) ss.
County of Utah)

On this 20 day of December, 2013, before me a Notary Public in and for said State, personally appeared Eric D. Rigby, known or identified to me, to be one of the partners of the Don C. Rigby Family Partnership and one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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


Notary Public for the State of Utah
Residing at: 575N100E AF UT 84003
Commission expires: 6-14-16

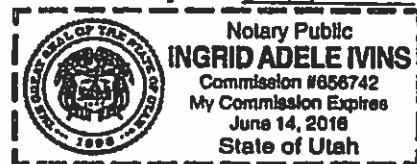


EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1

Township 8 South, Range 39 East of the Boise Meridian:

**Section 16: Beginning at the Southeast corner of the SE¼NW¼ of said Section 16, and running
Thence West along the North line of the North Canyon Road 1965 feet, more or less to the East bank of
the Last Chance Canal;
Thence North 300 feet;
Thence East to a point on the South boundary line of U.S. Highway 30 North;
Thence South and East along the South Boundary line of said Highway,
To the Point of Beginning.**

PARCEL 2

Township 8 South, Range 41 East of the Boise Meridian:

Section 35: SW¼, S½SE¼NW¼.

Township 9 South, Range 40 East of the Boise Meridian:

**Section 1: Beginning at the East Quarter corner of Section 1, and running
Thence West on the latitudinal center line of said Section 1, 3421.0 feet, more or less, to a
point 1859.0 feet East of the West Quarter corner of said Section 1;
Thence South 43°30' East 1698 feet;
Thence South 39°15' East 1592 feet;
Thence South 15° East 181 feet, more or less, to the South line of said Section 1;
Thence East on the South line of said Section 1, 1199 feet, more or less, to the Southeast
corner of said Section 1;
Thence North on the East line of said Section 1, 2640 feet, more or less,
To the Point of Beginning.**

**EXCEPT THEREFROM Beginning at the Center Quarter corner of said Section 1, and running
Thence West 781 feet, more or less,
Thence South 43°30' East 1698 feet;
Thence South 39°15' East 1592 feet;
Thence South 15° East 181 feet, more or less, to the South line of said Section 1;
Thence East on the South line of said Section 1, 1199 feet, more or less, to the Southeast corner
of said Section 1;
Thence North 45° West 3733 feet, more or less,
To the Point of beginning.**

Township 9 South, Range 41 East of the Boise Meridian:

Section 2: Lots 2, 3 and the East half of Lot 4.

EXCEPT THEREFROM, any portion of Ninety Percent Subdivision, according to the official plat thereof, as recorded in the office of the County Recorder of Caribou County, Idaho, under Recorder's Instrument No. 132656.

Section 6: W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$.