

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

NOV 30 2015

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?
65-02454A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-02598	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-11376A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: MACGREGOR LAND AND LIVESTOCK LP
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): RASPBERRY RANCHES LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 60 RASPBERRY LN CASCADE ID 83611
Mailing address City State ZIP
208 386 9494
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: NOVEMBER 18, 2015

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.

SUPPORT DATA

IN FILE # 65-2454A

- ☐ 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: [Signature] Raspberry Ranches, LLC Nov. 30, 2015
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 [Signature] Date 11/30/15 Receipt No. WD43714 Receipt Amt. \$75⁰⁰
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 X Approved by [Signature] Processed by [Signature] Date 12/29/15

When recorded, return to:

Raspberry Ranches, LLC
60 Raspberry Lane
Cascade, Idaho 83611

Instrument # 395213

VALLEY COUNTY, CASCADE, IDAHO
11-18-2015 10:24:35 AM No. of Pages: 2
Recorded for: AMERITITLE
DOUGLAS A. MILLER Fee: 13.00
Ex-Officio Recorder Deputy *[Signature]*
Index to: DEEDS

WARRANTY DEED

MacGregor Land and Livestock Limited Partnership ("Grantor"), for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, grant and convey unto **Raspberry Ranches, LLC** ("Grantee"), whose address is 60 Raspberry Lane, Cascade, Idaho 83611, and its successors and assigns forever, all the real estate situated in Valley County, Idaho, described in **Exhibit A** attached hereto and incorporated herein.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, including all water rights, 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 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.

Dated the 18th day of November, 2015.

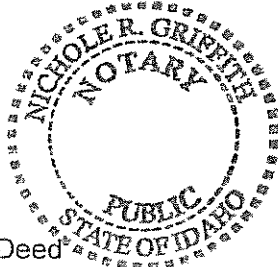
MacGregor Land and Livestock Limited Partnership

By *Jock D. MacGregor*
Jock D. MacGregor
Its General Partner

STATE OF IDAHO)
) ss.
County of Ada)

On this 18th day of November, 2015 before me, the undersigned, a Notary Public in and for said state, personally appeared Jock D. MacGregor, known or identified to me (or proved to me on the oath of _____) to be the general partner of the limited partnership that executed the instrument or the person who executed the instrument on behalf of said limited partnership, and acknowledged to me that such limited partnership 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.



Nichole Griffith
Notary Public for Idaho
My commission expires 8/12/20

Warranty Deed

EXHIBIT "A"

62248AM

The NW1/4 NE1/4, Government Lot 2 excepting the railroad right-of-way; the SE1/4 NW1/4, Government Lot 6, Government Lot 3, excepting the railroad right-of-way, NE1/4 SW1/4, Government Lot 10, the SW1/4 SE1/4 all situated in Section 30, Township 13 North, Range 4 East, Boise Meridian, Valley County, Idaho.

AND

Government Lot 5, Government Lot 8 all situated in Section 31, Township 13 North, Range 4 East, Boise Meridian, Valley County, Idaho

AND

The NE1/4 NW1/4, excepting therefrom railroad right-of-way and further excepting therefrom: A parcel of land being a portion of the NENW1/4, Section 30, Township 13 North, Range 4 East, Boise Meridian, Valley County, Idaho, being more particularly described as follows:

Commencing at the section corners common to Sections 24 and 25, T. 13N., R. 3E., and Sections 19 and 30, T. 13N., R. 4E., B.M., being a Bureau of Land Management brass cap, CP&F #363792; thence S. 88° 34' 55" E. on the section line between sections 19 and 30, T. 13N., R. 4E., a distance of 711.82 feet to the easterly right of way of Thunder Mountain Line Railroad right of way being a 5/8-inch rebar and the TRUE POINT OF BEGINNING;

Thence on said easterly right of way on a curve to the left, which curve has a radius of 11,409.19 feet, a delta angle of 0° 15' 45", a length of 51.29 feet, a long cord bears S. 15° 06' 07" W., a distance of 52.29 feet to a 5/8-inch rebar; thence S. 88° 01' 58" E., a distance of 444.10 feet to a 5/8-inch rebar; thence S. 27° 35' 25" E., a distance of 362.29 feet to a 5/8-inch rebar; thence S. 65° 52' 57" E., a distance of 208.32 feet to a 5/8-inch rebar; thence N. 25° 42' 52" E., a distance of 496.27 feet to a 5/8-inch rebar being on the section line between said Sections 19 and 30; thence N. 88° 34' 55" W., on said section line a distance of 1003.78 feet to the POINT OF BEGINNING.