

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 10 2015

Notice of Change in Water Right Owners

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?
63-20607	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: Bruce Ranch LLC
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): RJ Bruce Farms LLC
New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

263 South Belhaven way Nampa Id 83651
Mailing address City State ZIP

208-412-4437 jordanmbruce@outlook.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: September

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.
- ☐ 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: RJ Bruce RJ Bruce Farms LLC 10-26-15
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 11/10/15 Receipt No. W043666 Receipt Amt. \$25⁰⁰

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 [Signature] Approved by [Signature] Processed by [Signature] Date 11/20/15

REDEMPTION AND ASSIGNMENT OF LLC INTEREST

THIS AGREEMENT is entered into effective the 1st day of January, 2015, by and between RYAN J. BRUCE ("ASSIGNOR") and BRUCE RANCH, LLC, ("ASSIGNEE"), which parties hereby mutually agree as follows:

1. Assignor, in consideration for the grant of certain real property, a description of which is attached hereto as Exhibit A and the receipt of which is hereby acknowledged, hereby assigns, transfers, and conveys to Assignee the entire membership interest of Assignor in BRUCE RANCH, LLC, a limited liability company ("Company").
2. Assignee hereby accepts the assignment of Assignor's membership interest set forth in paragraph 1 above and assumes all rights and obligations of Assignor as a member of the Company.
3. Assignor, RYAN J. BRUCE, is hereby removed as a member of the Company.
4. Assignor agrees that upon receipt of transfer of the real property referred to in paragraph 1 above, neither they, nor anyone claiming through them, has any interest in the membership interest transferred herein.
5. Assignor approves as to form and accepts the Grant Deed, attached hereto as Exhibit B, including responsibility for such taxes and assessments for the year 2015.
6. The parties agree that the assignment set forth above shall not constitute an act leading to the dissolution of the Company.

7. The parties agree that, as a result of the assignment set forth herein, as of the effective date of this agreement, members of the Company and their sharing ratios shall be as follows:

<u>MEMBER</u>	<u>SHARING RATIO</u>
ROBERT JOSHUA BRUCE	100%

8. Assignor agrees that as the effective date of this agreement, all current liabilities of Company have been paid, or will be paid, at closing. Assignor further represents as follows:

- a) That there is no encumbrance against the membership interest being assigned herein;
- b) That there are no undisclosed liabilities of the Company;
- c) That there are no pending claims of any kind against Company;
- d) Assignor is not aware of any person who may assert a claim against Company;
- e) That to the best of Assignor's knowledge Company is not in default on any liabilities or obligations that will not be paid in full at closing; and
- f) That Assignor has made a full disclosure of all assets and liabilities of the Company to ASSIGNEE.

9. Assignor hereby represents and warrants that they are duly authorized to execute this agreement and to bind the withdrawing member to the terms hereof.

10. **ATTORNEY FEES.** In the event an action is brought to enforce any of the terms or provisions of this agreement, or enforce forfeiture thereof for default thereof by either of the parties hereto, the prevailing party to such action or collection shall be entitled to recover from the other party a reasonable attorney fee, together with such other costs as may be authorized by law.

11. **ENTIRE AGREEMENT.** The parties agree that this Agreement constitutes the entire agreement between the parties hereto.

12. **SEVERABILITY.** In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.

13. **SITUS.** This agreement is established under the laws of the State of Idaho, and all questions concerning its validity and construction shall be determined under such laws.

14. **BINDING EFFECT.** The provisions and stipulations of this agreement shall inure to and bind the heirs, personal representatives, assigns and successors in interest of the parties hereto.

15. **COUNTERPART ORIGINALS.** Two (2) duplicate originals of this agreement shall be prepared and each duplicate original signed by each party and each such duplicate original shall be an original of this agreement for all purposes and each party shall receive one such duplicate original duly signed.

SIGNED AND DATED this 29 day of September, 2015.

ASSIGNORS:

By: RJ Bruce
Ryan J. Bruce

Consent By: Jordan M Bruce
Jordan M. Bruce, spouse

ASSIGNEE

By: Robert Joshua Bruce
Robert Joshua Bruce, Manager
Bruce Ranch, LLC

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2. Assignee hereby accepts the assignment of Assignor's membership interest set forth in paragraph 1 above and assumes all rights and obligations of Assignor as a member of the Company.
3. Assignor, RYAN J. BRUCE, is hereby removed as a member of the Company.
4. Assignor agrees that upon receipt of transfer of the real property referred to in paragraph 1 above, neither they, nor anyone claiming through them, has any interest in the membership interest transferred herein.
5. Assignor approves as to form and accepts the Grant Deed, attached hereto as Exhibit B, including responsibility for such taxes and assessments for the year 2015.
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ROBERT JOSHUA BRUCE	100%

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- a) That there is no encumbrance against the membership interest being assigned herein;
- b) That there are no undisclosed liabilities of the Company;
- c) That there are no pending claims of any kind against Company;
- d) Assignor is not aware of any person who may assert a claim against Company;
- e) That to the best of Assignor's knowledge Company is not in default on any liabilities or obligations that will not be paid in full at closing; and
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15. **COUNTERPART ORIGINALS.** Two (2) duplicate originals of this agreement shall be prepared and each duplicate original signed by each party and each such duplicate original shall be an original of this agreement for all purposes and each party shall receive one such duplicate original duly signed.

SIGNED AND DATED this 29 day of September, 2015.

ASSIGNORS:

By: RJ Bruce
Ryan J. Bruce

Consent By: Jordan M Bruce
Jordan M. Bruce, spouse

ASSIGNEE

By: Robert Joshua Bruce
Robert Joshua Bruce, Manager
Bruce Ranch, LLC

2015-039499

RECORDED

10/08/2015 04:15 PM



00193078201500394990030036

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=3 BJBROWN

\$16.00

DEED

WHITE PETERSON

EXHIBIT B

GRANT DEED

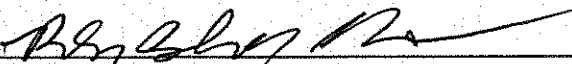
BRUCE RANCH, LLC, an Idaho limited liability company, "Grantor," hereby conveys, grants, and transfers, to RYAN J. BRUCE, an individual, "Grantee," in consideration for redemption of Grantee's membership interest in the Grantor limited liability company, the following described real property situated in Canyon County, State of Idaho, to-wit:

See Exhibit "A" attached hereto, and by this reference made a part hereof.

SUBJECT TO taxes and assessments for the year 2015 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 appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights in anywise appertaining to the property herein described.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 29 day of September, 2015.


Robert Joshua Bruce, Manager
Bruce Ranch, LLC

OREGON
STATE OF ~~IDAHO~~)
County of ~~Canyon~~ Malheur)
:SS

On this 29th day of September, in the year 2015, before me, the undersigned, a Notary Public, personally appeared Robert Joshua Bruce, known or identified to me to be the person whose name is subscribed to the within instrument, and as an authorized managing member of Bruce Ranch, LLC, and acknowledged to me that he executed the same on behalf of Grantor.

(SEAL)

Sharon R. Terry
Notary Public for Idaho OK
Commission expires: 9.18.18

W:\Work\B\Bruce Ranch, LLC 24621.000\Grant Deed from LLC.docx

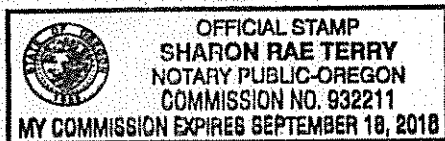


Exhibit A

Parcel I:

A parcel of land being a portion of Government Lot 1 of Section 11, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the Northeast corner of said Section 11 from which a 5/8 inch iron pin marking the East quarter corner of said Section 11 bears South 00°35'55" West, 2645.99 feet; thence along the East boundary line of said Section 11

South 00°35'55" West, 184.63 feet; thence leaving said North boundary line

North 78°13'22" West, 407.10 feet to the Real Point of Beginning; thence

South 00°00'00" West, 501.40 feet to a point on the centerline of the Deer Flat High Line Canal; thence along said centerline the following 3 courses:

North 66°32'27" West, 28.11 feet to the beginning of a curve to the left; thence along said curve 151.77 feet, said curve having a radius of 337.00 feet, a central angle 25°48'12" and a long chord of 150.49 feet which bears North 79°26'33" West to the Point of Tangency; thence

South 87°39'21" West, 247.37 feet; thence

North 00°35'46" East, 564.65 feet to a point on the North boundary line of said Section 11; thence along said North boundary line

South 89°42'22" East, 41.23 feet; thence leaving said North boundary line

South 76°13'22" East, 384.86 feet to the Point of Beginning.

Parcel II:

All that part of Lot 1 lying Southwesterly and above the Highline Canal in Section 11, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho, except the rights-of-way for roads, irrigation ditches and canals as now located and constructed upon said premises.

Parcel III:

That portion of the Southeast quarter of the Northeast quarter and that portion of the Northeast quarter of the Southeast quarter, lying Northerly of the right-of-way of the Mora Canal, as now located and constructed, together with a strip of land 140 feet wide running from the East side of the Southwest quarter of the Northeast quarter and lying between the North line of the said Southwest quarter of the Northeast quarter and the right-of-way of the said Mora Canal, as now located and constructed, all in Section 11, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho.

Parcel IV:

This parcel is a portion of the Southwest quarter of the Northeast quarter of Section 11, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

Beginning at the Southeast corner of said Southwest quarter of the Northeast quarter; thence

South 89°29'14" West along the South boundary of said Southwest quarter of the Northeast quarter a distance of 63.62 feet; thence

Northwesterly 122.81 feet along the arc of a curve to the right having a central angle of 127°56'03", a radius of 55.00 feet and a long chord which bears North 26°32'47" West a distance of 98.84 feet; thence

North 37°25'13" East a distance of 177.30 feet to a point on the East boundary of said Southwest quarter of the Northeast quarter; thence

South 0°00'49" East along said East boundary a distance of 228.66 feet to the Point of Beginning.

Title 30, Chapters 21 and 25, Idaho Code

Filing fee: \$100 typed, \$120 not typed

Complete and submit the application in duplicate.

2015 OCT 26 PM 12: 55

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

RJ Bruce Farms LLC

(Remember to include the words "Limited Liability Company," "Limited Company," or the abbreviations L.L.C., LLC, or LC)

2. The complete street and mailing addresses of the principal office is:

63 South Belhaven Way Nampa, ID 83651

(Street Address)

(Mailing Address, if different)

3. The name and complete street address of the registered agent:

Ryan Jacob Bruce

63 South Belhaven Way Nampa, ID 83651

(Name)

{Address}

4. The name and address of at least one governor of the limited liability company:

Ryan Jacob Bruce

63 South Belhaven Way Nampa, ID 83651

{Name}

(Address)

Jordan Marie Bruce

63 South Belhaven Way Nampa, ID 83651

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

5. Mailing address for future correspondence (annual report notices):

63 South Belhaven Way Nampa, ID 83651

(Address)

Signature of organizer(s).

Printed Name: Ryan Jacob Bruce

Signature: L. R.

Printed Name:

Signature: _____

Secretary of State use only





State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

November 20, 2015

RJ BRUCE FARMS LLC
63 S BELHAVEN WAY
NAMPA ID 83651

RE: Notice of Ownership Change in Water Right No. 63-20607

Dear Applicants,

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right to you. The Department has modified its records to reflect the change in ownership and has enclosed a computer-generated report 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.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please feel free to contact this office at 208-334-2190.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Jones', written over a horizontal line.

Chad Jones
Office Specialist II
Western Regional Office

Enclosures