

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

OCT 23 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?
77-14302	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: MACKAY BAR CORP
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): RAM HOUSE, LLC ✓
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|----------------------|------------------------------|-----------|--------------|
| <u>P.O. BOX 1459</u> | <u>RIGGINS</u> | <u>ID</u> | <u>83549</u> |
| Mailing address | City | State | ZIP |
| <u>208-628-2727</u> | <u>Brenda@idahoriver.com</u> | | |
| 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: OCTOBER 22, 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.
 - ☐ 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:  President October 22, 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 AS Date 10/23/15 Receipt No. W043611 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 X Approved by AS Processed by AS Date 11/16/15

Recording requested by and when recorded return to:

Brent Lloyd
P.O. Box 7968
Boise, Idaho 83707
(208) 955-0616

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

WARRANTY DEED

For value received, Sisters River Ranches Company, an Idaho corporation ("Grantor"), whose address is P.O. Box 7968, 380 Parkcenter Blvd., Ste. 230, Boise, Idaho 83707, does hereby bargain, sell and convey unto Ram House, LLC, and Idaho Limited Liability Company ("Grantee"), whose current mailing address is 100 Pine Street, P.O. Box 1459 Riggins, Idaho 83549, the following described real property, to wit (the "Property"):

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

TOGETHER WITH all improvements thereon and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to the Property, if any.

TO HAVE AND TO HOLD the Property unto Grantee and Grantee's successors and assigns forever. Grantor does hereby covenant to Grantee that Grantor is the owner in fee simple of the Property and that the Property is free from all encumbrances except: (i) matters of record or appearing on the land; (ii) matters set forth on Exhibit B to the Warranty Deed, all of which Grantee acknowledges it has read and reviewed; (iii) taxes and assessments for the current year that are not yet due and payable; and (iv) any matters arising from the acts or omissions of Grantee or Grantee's agent(s). Grantor does hereby covenant to Grantee that Grantor will warrant the same, as to Grantor's own acts and none other, from all lawful claims. Grantee acknowledges and understands that Grantee is accepting the Property from Grantor in an "as is" condition with all faults and defects, latent or otherwise.

DATED effective as of the 19th day of October, 2015.

GRANTOR:

SISTERS RIVER RANCHES COMPANY,
an Idaho corporation

By:

B. Lloyd

Its:

SECRETARY

Recording requested by and when recorded return to:

Brent Lloyd
P.O. Box 7968
Boise, Idaho 83707
(208) 955-9616

This document has been recorded electronically.
Please see the attached Copy to view the County
Recorder's stamp as it now appears in the public
record.

Submitted by: AMERITITLE

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DATED effective as of the 19th day of October, 2015.

GRANTOR:

SISTERS RIVER RANCHES COMPANY,
an Idaho corporation

By:

B. Lloyd

Its:

SECRETARY

STATE OF IDAHO)
) ss.
County of Valley)

On this 19 day of October, 2015, before me, a Notary Public in and for the State of Idaho, personally appeared Brent F. Lloyd, known or identified to me to be the Secretary of Sisters River Ranches Company, an Idaho corporation, the company whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same in Sisters River Ranches Company's 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.

S
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L

Colleen L. Cole
Notary Public for Idaho
Residing at: Cascade
My Commission Expires: 0-10-2017

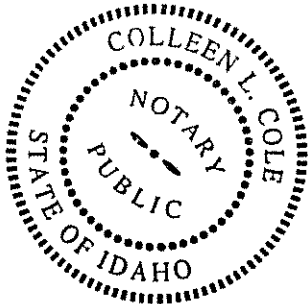


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Unsurveyed Township 24 North, Range 8 East, Boise Meridian, Idaho County, Idaho

A parcel of land lying in approximate Section 32, and being a portion of H.E.S. No. 537, which also includes vacated Tracts 2 and 3 of Mackay Bar Subdivision, as recorded in Book 3, page 6, records of Idaho County, Idaho, said parcel being more particularly described as follows:

Commencing at a found brass cap marking Corner No. 1 of said H.E.S. No. 537 which is also Corner No. 2 of Tract 37, both lying in approximate Section 32, said Unsurveyed Township and Range, said brass cap bears S 68°49'31" W, 698.54 feet (formerly S 68°49' W, 698.94 feet) from a found brass cap marking Corner No. 6 of said H.E.S. No. 537, said brass cap also bears S 06°56'44" W, 2172.52 feet from a found brass cap marking Corner No. 2 of said H.E.S. No. 537;

thence N 68°49'31" E, (formerly N 68°49' E), 320.00 feet to a found brass cap marking Corner No. 1 of said Tract 37, said brass cap also marking the Real Point of Beginning;

thence N 70°58'07" W, 60.11 feet to a set 1/2" iron pin marking a point along the northerly right of way of an existing 10 foot wide roadway easement, as recorded under Instrument Nos. 450842 and 450846, records of Idaho County, Idaho and also marking a point along a curve to the left;

thence along said northerly right of way of the existing 10 foot wide roadway easement, the following courses and distances:

along said curve to the left, 17.47 feet, said curve having a delta of 07°54'27", a radius of 126.61 feet, tangents of 8.75 feet and a long chord of 17.46 feet which bears N 31°12'28" E, to a set 1/2" iron pin marking the point of ending of said curve;

thence N 27°15'14" E, 46.58 feet to a set 1/2" iron pin marking a point of curve to the left;

thence along said curve to the left, 71.07 feet, said curve having a delta of 25°36'18", a radius of 159.02 feet, tangents of 36.14 feet and a long chord of 70.48 feet which bears N 14°27'05" E to a set 1/2" iron pin marking the point of ending of said curve;

thence N 01°38'56" E, 10.67 feet to a set 1/2" iron pin marking a point of curve to the right;

thence along said curve to the right, 38.19 feet, said curve having a delta of 17°15'36", a radius of 126.78 feet, tangents of 19.24 feet and a long chord of 38.05 feet which bears N 10°16'44" E to a set 1/2" iron pin marking the point of ending of said curve;

thence N 18°54'33" E, 63.84 feet to a set 1/2" iron pin marking a point of curve to the right;

thence along said curve to the right, 97.88 feet, said curve having a delta of 15°23'08", a radius of 364.52 feet, tangents of 49.24 feet and a long chord of 97.59 feet which bears N 26°37'42" E to a set 1/2" iron pin marking the point of ending of said curve;

thence N 34°19'16" E, 26.23 feet to a set 1/2" iron pin marking a point of curve to the left;

thence along said curve to the left, 80.90 feet, said curve having a delta of 17°20'02", a radius of 267.41 feet, tangents of 40.76 feet and a long chord of 80.59 feet which bears N 25°39'15" E to a set 1/2" iron pin marking the point of ending of said curve;

thence N 16°59'14" E, 33.42 feet to a set 1/2" iron pin marking a point of curve to the left;

thence along said curve to the left, 40.51 feet, said curve having a delta of 06°15'43", a radius of 370.63 feet, tangents of 20.27 feet and a long chord of 40.49 feet which bears N 13°51'22" E to a set 1/2" iron pin marking the point of ending of said curve;

thence N 10°43'31" E, 7.75 feet to a point;

thence N 15°00'21" E, 9.93 feet to a set 1/2" iron pin marking a point of curve to the right;

thence along said curve to the right, 29.27 feet, said curve having a delta of 07°49'52", a radius of 214.15 feet, tangents of 14.66 feet and a long chord of 29.25 feet which bears N 18°56'15" E to a set 1/2" iron pin marking the point of ending of said curve;

thence N 22°50'13" E, 36.36 feet to a set 1/2" iron pin marking a point of curve to the left;

thence along said curve to the left, 140.13 feet, said curve having a delta of 22°54'53", a radius of 350.38 feet, tangents of 71.01 feet and a long chord of 139.20 feet which bears N 11°22'47" E, to a set 1/2" iron pin

marking the point of ending of said curve;

thence N 00°04'40" W, 62.40 feet to a set 1/2" iron pin marking a point of curve to the right;

thence along said curve to the right, 19.10 feet, said curve having a delta of 08°33'37", a radius of 127.82 feet, tangents of 9.57 feet and a long chord of 19.08 feet which bears N 04°15'13" E to a set 1/2" iron pin marking the point of ending of said curve;

thence N 08°32'01" E, 52.17 feet to a set 1/2" iron pin;

thence leaving said northerly right of way of the existing 10 foot wide roadway easement, N 06°39'40" E, 200.08 feet to a set 1/2" iron pin;

thence S 71°45'29" W, 40.59 feet to a set 1/2" iron pin lying along the said northerly right of way of the existing 10 foot wide roadway easement, said pin also marking a point of curve to the left;

thence along said northerly right of way of the existing 10 foot wide roadway easement, the following courses and distances:

along said curve to the left, 60.96 feet, said curve having a delta of 13°01'47", a radius of 268.04 feet, tangents of 30.61 feet and along chord of 60.82 feet which bears N 16°39'47" W to a set 1/2" iron pin marking a point of reverse curve to the right;

thence along said reverse curve to the right, 193.02 feet, said curve having a delta of 15°13'03", a radius of 726.74 feet, tangents of 97.08 feet and a long chord of 192.45 feet which bears N 15°34'09" W to a set 1/2" iron pin marking a point of reverse curve to the left;

thence along said reverse curve to the left, 100.00 feet, said curve having a delta of 28°48'44", a radius of 198.86 feet, tangents of 51.08 feet and along chord of 98.95 feet which bears N 22°22'00" W to a set 1/2" iron pin marking the point of ending of said curve;

thence leaving the said northerly right of way of the existing 10 foot wide roadway easement, N 36°06'51" W, 153.52 feet to a set 1/2" iron pin;

thence N 10°12'30" W, 101.21 feet to a set 1/2" iron pin;

thence N 24°22'06" E, 284.75 feet to a set 1/2" iron pin;

thence N 43°09'25" E, 85.35 feet to a set 1/2" iron pin;

thence N 49°43'51" E, 139.62 feet to a set 1/2" iron pin;

thence S 83°46'30" E (formerly S 83°51' E), 539.76 feet to a found brass cap marking Corner No. 3 of said H.E.S. No. 537;

thence N 75°08'22" E, 713.41 feet (formerly N 75°09' E, 712.14 feet) to a found brass cap marking Corner No. 4 of said H.E.S. No. 537;

thence S 44°50'24" E, 413.43 feet (formerly S 45°00' E, 411.18 feet) to a found brass cap marking Corner No. 5 of said H.E.S. No. 537;

thence S 39°38'48" W, 2213.80 feet (formerly S 39°31' W, 2212.32 feet) to a found brass cap marking said Corner No. 6 of H.E.S. No. 537;

thence S 68°49'31" W, 378.54 feet to the Point of Beginning.

EXHIBIT B

PERMITTED EXCEPTIONS

1. General taxes for the year 2015, which are a lien, not yet due and payable.
2. Lack of a right of access to and from the land. Right of access to and from the land, if any, is not established of record, and assurance of such right of access is excluded from coverage of this policy.
3. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on the plat of H.E.S. No. 537, dated April 7, 1921 and prepared by Marshall S. Wright as referenced in Patent recorded February 20, 1923, under Instrument No. 71260;
 - a) The fact that a Forest Service Telephone Line crosses said land;
 - b) The fact that at least 2 trails cross said land;
 - c) The fact that a grave is located on said land, any rights of access, internment and sepulchre are hereby excepted.
4. Matters as shown on Survey, recorded February 19, 1974, under Instrument No. 252889; Plat, recorded January 10, 1961, under Instrument No. 204138; Survey No. S-818, recorded March 24, 1993, under Instrument No. 367928; Survey No. S-1191, recorded October 3, 1996, under Instrument No. 389415; Survey No. S-2616, recorded July 12, 2007, under Instrument No. 455995; Survey No. S-2617, recorded July 12, 2007, under Instrument No. 455996; Survey No. S-2618, recorded July 12, 2007, under Instrument No. 455997; Survey No. S-2619, recorded July 12, 2007, under Instrument No. 455998; Survey No. S-2669, recorded December 12, 2007, under Instrument No. 458658; all records of Idaho County, Idaho.
5. Easement of Ingress and Egress, including the terms and provisions thereof, by and between MACKAY BAR CORPORATION, an Idaho corporation, Grantor, and GENE L. NICHOLS and WILMA L. NICHOLS, and NICHOLS PARTNERSHIP, a partnership comprised of GENE L. NICHOLS, WILMA L. NICHOLS, and BRENT R. NICHOLS, Grantee, recorded December 18, 1986, under Instrument No. 332572, records of Idaho County, Idaho.
6. National Wild and Scenic Rivers System Reserved Interest Deed, including the terms and provisions

EXHIBIT B

PERMITTED EXCEPTIONS (Continued)

thereof, by and between MACKAY BAR CORPORATION, an Idaho corporation, and the UNITED STATES OF AMERICA, Department of Agriculture, recorded October 12, 1994, under Instrument No. 376913, records of Idaho County, Idaho.

7. Declaration of Beach and Road Access Easement, including the terms and provisions thereof, by and between MACKAY BAR CORPORATION, an Idaho corporation, and FUTURA CORPORATION, an Idaho corporation, recorded September 11, 2006, under Instrument No. 450842, records of Idaho County, Idaho.
8. Terms and provisions as contained in Road Cross Access Easement Agreement, by and between MACKAY BAR CORPORATION, an Idaho corporation, and MACKAY BAR RANCH LLC, an Idaho limited liability company, recorded September 11, 2006, under Instrument No. 450846, records of Idaho County, Idaho.
9. Mackay Creek Agreement and Easement, including the terms and provisions thereof, by and between MACKAY BAR CORPORATION, an Idaho corporation, and MACKAY BAR RANCH LLC, an Idaho limited liability company, recorded September 11, 2006, under Instrument No. 450847; and First Amendment to Mackay Creek Agreement and Easement, recorded December 12, 2007, under Instrument No. 458681; all records of Idaho County, Idaho.
10. Spring Agreement and Easement, including the terms and provisions thereof, by and between MACKAY BAR CORPORATION, an Idaho corporation, and MACKAY BAR RANCH LLC, an Idaho limited liability company, recorded September 11, 2006, under Instrument No. 450848; and First Amendment to Spring Agreement and Easement, recorded December 12, 2006, under Instrument No. 458682; all records of Idaho County, Idaho.
11. Terms and provisions as contained in Airstrip Easement Agreement, by and between KENNETH R. CAMERON and ANDREA M. CAMERON, husband and wife, and MACKAY BAR CORPORATION, an Idaho corporation, MACKAY BAR RANCH LLC, an Idaho limited liability company, and FUTURA CORPORATION, an Idaho corporation, recorded December 12, 2007, under Instrument No. 458677, records of Idaho County, Idaho.
12. Power Line Easement Agreement, including the terms and provisions thereof, by and between MACKAY BAR CORPORATION, an Idaho corporation, and KENNETH R. CAMERON and ANDREA M. CAMERON, husband and wife, recorded December 12, 2007, under Instrument No. 458683, records of Idaho County, Idaho.
13. Easement Agreement, including the terms and provisions thereof, by and between MACKAY BAR CORPORATION, an Idaho corporation, and MACKAY BAR HOMEOWNERS ASSOCIATION, INC., an Idaho non-profit corporation, recorded May 20, 2009, under Instrument No. 466780, records of Idaho County, Idaho.

State of Idaho
Department of Water Resources

Water Right

77-14302

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



- ⊕ Point of Diversion
- Place Of Use Boundary
- ▬ Townships
- ▬ PLS Sections
- ▬ Quarter Quarters

0 0.035 0.07 0.14 Miles





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 16, 2015

RAM HOUSE LLC
PO BOX 1459
RIGGINS ID 83549

RE: Notice of Ownership Change in Water Right No. 77-14302

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,

Chad Jones
Office Specialist II
Western Regional Office

Enclosures