

RECEIVED

MAR 23 2015

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
37-10966	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: Chester G. Bradshaw

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): 2M BRAND, LLC

New owner(s) as listed on the conveyance document

Name connector

☐ and ☐ or ☐ and/orP. O. Box 270RocklandOR83271

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: March, 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: [Signature]

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

3-23-2015

Receipt No.

S034633

Receipt Amt.

\$50-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

When recorded, please return to:

**ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.**

Instrument # 250990
GOODING COUNTY, GOODING, IDAHO
03-18-2016 16:47:41 No. of Pages: 6
Recorded for: TITLEONE - GOODING
DENISE GILL Fee: \$22.00
Ex-Officio Recorder Deputy: MJS
Electronically Recorded by Simplifile

WARRANTY DEED

FOR VALUE RECEIVED, Kacy Bradshaw and Chester G. Bradshaw, wife and husband, whose address is P.O. Box 309, Rockland, Idaho 83271 (collectively, the "Grantor"), does hereby sell, transfer, grant and convey unto 2M Brand, LLC, an Idaho limited liability company, whose address is P.O. Box 270, Rockland, Idaho 83271 (the "Grantee") all of Grantor's right, title and interest in and to that certain real property located in Gooding County, Idaho, and legally described on Exhibit A, attached hereto and incorporated herein (the "Premises").

TOGETHER WITH all and singular hereditaments and appurtenances thereunto belonging, or in any ways appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the Premises;

TO HAVE AND TO HOLD the Premises, with its appurtenances unto the Grantee, its successors and assigns, forever;

SUBJECT TO those matters set forth on Exhibit B, which exhibit is attached hereto and incorporated herein by this reference (the "Permitted Exceptions");

AND the Grantor for itself, its successors and assigns hereby covenants to and with the Grantee, its successors and assigns, that Grantor is the owner in fee simple of the Premises, that the Premises is free and clear from all liens, claims and encumbrances, except for the Permitted Exceptions, and that Grantor will warrant and defend the same forever from all other lawful claims whatsoever.

[end of text]

When recorded, please return to:

WARRANTY DEED

FOR VALUE RECEIVED, Kacy Bradshaw and Chester G. Bradshaw, wife and husband, whose address is P.O. Box 309, Rockland, Idaho 83271 (collectively, the "Grantor"), does hereby sell, transfer, grant and convey unto 2M Brand, LLC, an Idaho limited liability company, whose address is P.O. Box 270, Rockland, Idaho 83271 (the "Grantee") all of Grantor's right, title and interest in and to that certain real property located in Gooding County, Idaho, and legally described on Exhibit A, attached hereto and incorporated herein (the "Premises").

TOGETHER WITH all and singular hereditaments and appurtenances thereunto belonging, or in any ways appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the Premises;

TO HAVE AND TO HOLD the Premises, with its appurtenances unto the Grantee, its successors and assigns, forever;

SUBJECT TO those matters set forth on Exhibit B, which exhibit is attached hereto and incorporated herein by this reference (the "Permitted Exceptions");

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[end of text]

IN WITNESS WHEREOF, the undersigned have caused their names to be hereunto subscribed effective as of this 1 day of January, 2015.

GRANTOR:

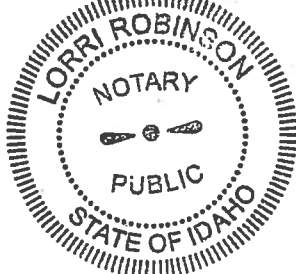
Kacy Bradshaw
Kacy A. Bradshaw

Chester G. Bradshaw
Chester G. Bradshaw

STATE OF IDAHO)
) ss.
County of Power)

On this 1 day of January, in the year 2015, before me, the undersigned, a Notary Public in and for the said State, personally appeared Kacy A. Bradshaw, known or identified to me to be the person whose name is subscribed to the within 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 of year first above written.

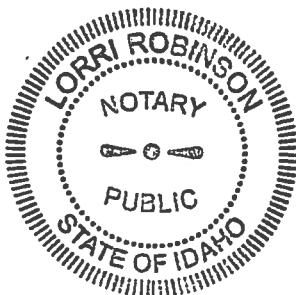


Lorri Robinson
Notary Public for Idaho
Residing at: Rockland
My commission expires: 7-23-2016

STATE OF IDAHO)
) ss.
County of Power)

On this 1 day of January, in the year 2015, before me, the undersigned, a Notary Public in and for the said State, personally appeared Chester G. Bradshaw, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Lorri Robinson
Notary Public for Idaho
Residing at: Rockland
My commission expires: 7-23-2016

Exhibit B
Permitted Exceptions

As to Parcel 1:

8. Taxes, including any assessments collected therewith, for the year 2015 which are a lien not yet due and payable.
7. Taxes, including any assessments collected therewith, for the year 2014 for which the first installment is paid and the second installment is due and payable on or before June 20, 2015.
Parcel Number: RP05815E201574A
Original Amount: ~~\$275.19~~
8. Liens, levies and assessment of any and all irrigation districts, including but not limited to the American Falls Reservoir District No. 2 and the rights, powers, and easements of said district as provided by law.
9. Liens, levies and assessment of any and all irrigation districts, including but not limited to the Big Wood Canal Company and the rights, powers, and easements of said company as provided by law. (Assessments Paid Current for 2014 and the Assessments for 2015 have not been billed out yet)
10. Right-of-way for canals, laterals and waste ditches and the rights of access thereto for maintenance of said Big Wood Canal Company.
11. Right of Way Deed by and between Salem Carpenter and Hannah Carpenter, his wife, parties of the first part, and Idaho Irrigation Company, Limited, party of the second part, dated May 9, 1910, recorded October 20, 1911 as Instrument Number 24172 in Book 20 of Deeds Page 338, Gooding County records.
12. Easement given by Big Wood Canal Company to American Telephone and Telegraph Company of Wyoming dated September 1, 1946, recorded January 5, 1947 as Instrument Number 82593 in Book 5 of Miscellaneous Page 43, Gooding County records for the purpose of a communications system.
13. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company, a corporation
Purpose: Public Utilities
Recorded: April 5, 1973
Instrument No.: 644943
14. Terms, conditions, easements and, obligations, if any, contained in Water Right Agreement by and between Joe Storey, wife Nancy Storey and Mark and Pearle Flynn.
Recorded: September 13, 1998
Instrument No: 154058
15. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:
Amount: ~~\$245,000.00~~
Trustor/Grantor: Kacy A. Bradshaw and Chester G. Bradshaw, wife and husband
Trustee: Fidelity National Title Insurance Co.
Beneficiary: Bank of America, N.A.
Dated: December 7, 2010
Recorded: February 2, 2011
Instrument No.: 236778

As to Parcel 2:

8. Taxes, including any assessments collected therewith, for the year 2015 which are a lien not yet due and payable.

9. Liens, levies and assessment of any and all irrigation districts, including but not limited to the North Side Canal Company and the rights, powers, and easements of said company as provided by law. (Assessments due and payable for 2015)

10. Right of way for canals, laterals and traverse ditches of the North Side Canal Company, Ltd.

11. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded December 10, 1991 as Instrument No. 147063.

12. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:
Amount: ~~\$25,000.00~~

Trustor/Grantor: Chester Bradshaw and Kacy Bradshaw, husband and wife

Trustee: Land Title and Escrow, Inc., an Idaho Corporation

Beneficiary: Bliss Point Cattle, Inc., an Idaho Corporation

Dated: June 18, 2008

Recorded: June 18, 2008

Instrument No.: 226830

Exhibit A
Legal Description of Premises

Parcel 1:

Township 5 South, Range 15 East of the Boise Meridian, Gooding County, Idaho

Section 20: Part of the SW1/4NE1/4 and the SE1/4NW1/4 described as follows:

Beginning at the Southwest corner of the SW1/4NE1/4;

Thence East along the South line of the SW1/4NE1/4 approximately 300 feet;

Thence North 270 feet;

Thence West 340 feet to the Union Lateral;

Thence Southwesterly along the Union Lateral to the South line of the north half of said

Section 20;

Thence East 170 feet, more or less, to the Point of Beginning.

Together with all water and water rights ditches and ditch rights used thereon or appurtenant thereto including but not limited to 2.0 shares of Capital Stock in Big Wood Canal Company.

Parcel 2:

CB & B

Township 5 South, Range 13 East of the Boise Meridian, Gooding County, Idaho

Section 19: That portion of the NW1/4SE1/4 lying East of the Bliss-Hill City Road

Together with all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 6.5 shares of Northside Canal Water Stock, with a 25.8% Permanent Loss.

Together with BLM Grazing Rights of 587 AUM's in West Bliss Allotment and 1300 AUM's in the Clover Creek Allotment.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

April 7, 2015

2M BRAND LLC
PO BOX 270
ROCKLAND ID 83271

ZIONS FIRST NATIONAL BANK
2460 S 3270 W
WEST VALLEY CITY UT 84119

RE: Change of Ownership and Notice of Security Interest in a Water Right for Water Right No.
37-10966

Dear Water Right Holders and Party Holding a Security Interest:

The department acknowledges receipt of correspondence changing ownership of and adding a security interest holder to the above referenced water rights. The department has modified its records to reflect the changes and has enclosed computer-generated reports 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.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosure(s)

Cc: TitleOne (Escrow No. 15245555)



706 Main St.
Gooding, ID 83330
Ph. (208) 934-8477
Fx. (866) 244-0878
www.titleonecorp.com

RECEIVED

MAR 23 2015

**DEPT OF WATER RESOURCES
SOUTHERN REGION**

Date: March 19, 2015

Re: Escrow No. 15245555

To: IDWR
650 W Addison Ave STE 500
Twin Falls ID 83301

In connection with the above referenced transaction, I am enclosing the following:

Copy of Warranty Deed
Check # 1627 in the amount of \$50.00
Notice of change in Water Right Ownership
Notice of Security Interest in a Water Right

Your business is greatly appreciated. If you have any questions, please do not hesitate to contact me.

Sincerely,


Debra Zatica

(208) 934-8477

dzatica@titleonecorp.com