

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 23 2015

DEPT OF WATER RESOURCES
SOUTHERN 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. 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?
37-481B	Yes ☐	Yes ☐	37-667N	Yes ☐	Yes ☐
37-482G	Yes ☐	Yes ☐	37-2625A	Yes ☐	Yes ☐
37-483B	Yes ☐	Yes ☐	37-2625B	Yes ☐	Yes ☐
37-665K	Yes ☐	Yes ☐	37-2638	Yes ☐	Yes ☐
37-666J	Yes ☐	Yes ☐	37-2700	Yes ☐	Yes ☐

2. Previous Owner's Name: Redstone Partners LP
- Name of current water right holder/claimant
Lovas Trust UAD 10/28/1999 Michael Lovas Trustee
3. New Owner(s)/Claimant(s):
- New owner(s) as listed on the conveyance document Pleasanton Name connector Ca ☐ and ☐ or ☐ and/or 94566
- Mailing address 681 Norante Court City mjlovas@gmail.com State Ca ZIP 94566
- Telephone 925-577-0293 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: 3/19/2015
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] Title, if applicable: TRUSTEE Date: 3-19-15

Signature: _____ Title, if applicable: _____ Date: _____

Signature: _____ Title, if applicable: _____ Date: _____

For IDWR Office Use Only:

Received by DM Date 3-23-2015 Receipt No. 5034639 Receipt Amt. \$350-

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 SUPPORT DATA

IN FILE # 37-481B

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Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
37-12193	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-12194	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-21463	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-22155	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

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- Name of current water right holder/claimant
 3. New Owner(s)/Claimant(s): Lovas Trust UAD 10/28/1999 Michael Lovas Trustee
- New owner(s) as listed on the conveyance document Pleasanton Name connector Ca ☐ and ☐ or ☐ and/or 94566
- 681 Norante Court
 Mailing address
 925-577-0293
 Telephone
- City mjlovas@gmail.com State ZIP
 Email
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8. Signature: [Signature] Title, if applicable: TRUSTEE Date: 3-19-15

Signature of new owner/claimant

Signature: _____ Title, if applicable: _____ Date: _____

Signature of new owner/claimant

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 _____

Instrument # 625260

HAILEY, BLAINE, IDAHO

03-19-2015 12:44:08 PM No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE AND ESCROW CO
JOLYNN DRAGE Fee: \$19.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

GRANT DEED

FOR VALUE RECEIVED, Redstone Partners, L.P., a Nevada limited partnership, (collectively "**Grantor**"), does hereby grant, bargain, sell, and convey unto Michael J. Lovas (or his duly qualified successor), Trustee of The Lovas Trust, Under Agreement dated October 28, 1999, as amended, or assigns ("**Grantee**"), whose address is 681 Norante Court, Pleasanton, California 94566, all that certain real and personal property described in Exhibit 1 attached hereto and by this reference incorporated herein, situated in Blaine County, Idaho, TOGETHER with all existing improvements, structures, and fixtures, and all rights, improvements, appurtenances thereon or appertaining thereto of every kind and nature, including all rights, privileges, royalties, and easements appurtenant to the real property, including, without limitation, all crops, timber, mineral rights, oil and gas rights, minerals, oil, gas, geothermal and other hydrocarbon substances on and under the real property, as well as all development rights, air rights, water, water and riparian rights, water permits, wells, ditches, well rights and permits, ditch rights (including stock in utilities with ditch or irrigation rights) and water stock and shares relating to the real property, and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the real property subject to prior instruments of record (all of which are collectively referred to as the "**Property**").

TO HAVE AND TO HOLD the Property unto Grantee, its successors, assigns and transferees forever.

When delivered and recorded, this deed ("**Deed**") is intended as a non-merger deed in lieu of foreclosure, which is absolute in effect and conveys to Grantee full, fee simple title in the Property. This Deed does not operate as a mortgage, trust deed, trust conveyance, or security device of any kind. Grantor acknowledges that the Second Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated March 11, 2011 executed by Grantor and granted to Grantee and which was recorded on April 18, 2011 as Instrument No. 586840, records of Blaine County, Idaho ("**Second Mortgage**") is valid and binding and shall remain in full force and effect. This Deed does not effect a merger of the fee ownership and the lien of the Second Mortgage. The fee and the lien shall hereafter remain separate and distinct. Grantee reserves Grantee's rights to foreclose the Second Mortgage at any time as to any party with any claim, interest, or lien on the Property.

This Deed, subject to the terms of the Estoppel Affidavit executed by Grantor, dated effective of even date herewith, and the Forbearance Agreement executed by Grantor dated as of and effective April 18, 2014, is given in payment of certain debts owed to Grantee.

Upon recordation of this Deed, the possession of the Property has been or will be promptly surrendered to Grantee. This Deed is made as a result of the request of Grantor and is made of its free and voluntary act without undue influence or coercion from Grantee or any other party. Grantee shall have the option and right to defer recording this Deed if it so elects until such time as it deems appropriate.

Grantor does hereby irrevocably waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption whatsoever concerning the Property, and acknowledges that this Deed is not executed by virtue of any misrepresentation of Grantee, its agents, attorneys, or any other person. The representations made by Grantor as herein set forth are for the protection of Grantee

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and all other parties who hereafter acquire an interest in the Property and shall be binding upon the respective heirs, trustees, beneficiaries, executors, and assigns of Grantor.

DATED as of 18th day of April, 2014.

REDSTONE PARTNERS, L.P.,
a Nevada limited partnership,

By: SDB Ventures, LLC,
a Nevada limited liability company,
Its: General Partner

By: Steve Beevers
Steve Beevers
Its: Managing Member

STATE OF NEVADA)
) ss.
County of Washoe)

On this 21 day of April, 2014 before me, Paul V. Ferrari, a Notary Public in and for said state, personally appeared Steve Beevers, known or identified to me to be the Managing Member of SDB VENTURES, LLC the general partner of Redstone Partners, L.P., and the person who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

Paul V. Ferrari
Notary Public for Nevada
Residing at Reno, NV
My commission expires 11/27/2016

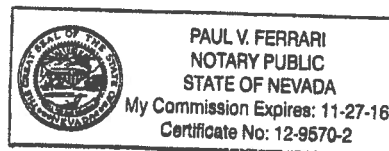


EXHIBIT 1

LEGAL DESCRIPTION

PARCEL I

All that property platted as COVE SPRINGS SUBDIVISION PHASE 1, according to the official plat thereof, recorded as Instrument No. 582023, records of Blaine County, Idaho.

PARCEL II

A parcel of land situate in Section 21, Township 1 North, Range 19 East, B.M., Blaine County, Idaho, being more particularly described as follows:

Government Lot 10 (Un-surveyed), Section 21, Township 1 North, Range 19 East, B.M., Blaine County, Idaho.

PARCEL III

A parcel of land situate in Section 19, Township 1 North, Range 20 East, B.M., Blaine County, Idaho, being more particularly described as follows:

Government Lot 1 (Un-surveyed), Section 19, Township 1 North, Range 20 East, B.M., Blaine County, Idaho.

DESCRIPTION OF PERSONAL PROPERTY

A. All articles of personal property and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the above described real property or the improvements or any portion thereof and owned by Grantor or in which Grantor now has or hereafter acquires an ownership interest;

B. All of Grantor's right, title, and interest in any and all licenses, permits, approvals, bonds, commitments, designs, plans, specifications, construction, architectural and engineering agreements, commitments, contracts and subcontracts, surveys, appraisals, warranties, surety, bonding, contracts and subcontracts and insurance policies in any way pertaining to the development, construction, use, occupancy, operation and maintenance of the above described real property, and all guarantees of any of the foregoing, and any and all other work product relating to the above described real property or any part thereof now or hereafter owned by Grantor;

C. All existing and future fixtures, equipment, goods and other tangible personal property, which are now or hereafter owned or acquired by Grantor or in which Grantor now or at any time has rights, located at the above described real property or used or usable in connection with the above described real property, and whether located at, placed upon or about, or affixed or attached to or installed in or on the above described real property or any part thereof, or located elsewhere in the possession of Grantor or any warehouseman, bailee, contractor, supplier or any other person, which is used or is intended by Grantor to be used in connection with or otherwise relating to the above described real property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy thereof, and all accessories, attachments, parts, or repairs of or to any of such property; and all renewals or replacements thereof or articles in substitution thereof;

D. All (i) accounts, chattel paper, deposit accounts, money, documents and instruments (whether negotiable or nonnegotiable), contract rights, insurance policies, and all rights to payment of any kind relating to or otherwise arising in connection with or derived from the above described real property, and (ii) proceeds and claims arising on account of any damages to or taking of the above described real property or any part thereof, and all causes of action and revenues for any loss or diminution in the value of the above described real property;

E. All general intangibles relating to or arising out of the ownership, design, development, operation, management, construction and use of the above described real property;

F. All engineering and architectural drawings, plans, specifications, soils tests and reports, feasibility studies, appraisals, engineering reports, manuals, computer software, studies, data and drawings pertaining to any or all of the above described real property, and all contracts and agreements of Grantor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings;

G. Any and all other property or rights of any kind or nature, relating to the above described real property; and

H. Any and all interest and estate that Grantor may hereafter acquire in any of the above described personal property and all the rents, issues, proceeds, products, and profits thereof.



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

March 24, 2015

LOVAS TRUST
MICHAEL LOVAS TRUSTEE
681 NORANTE COURT
PLEASANTON CA 94566

RE: Change of Ownership for Water Right Nos. 37-481B, 37-482G, 37-483B, 37-665K,
37-666J, 37-667N, 37-2625A, 37-2625B, 37-2638, 37-2700, 37-12193, 37-12194,
37-21463, 37-22155

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s). The department has modified its records to reflect the change in ownership 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)