

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 04 2015

Department of Water Resources
Eastern 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?
35-04063	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: Ralph Klassen Family Limited Partnership
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Danbro LLC
New owner(s) as listed on the conveyance document
- Name connector ☒ and ☐ or ☐ and/or
- Mailing address 1667 S. 2800 W. City Aberdeen State ID ZIP 83210
- Telephone 208-317-6322 Email dansher76@gmail.com

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: 11-4-2000
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: Daniel A. Brown Title, if applicable _____ Date _____
Signature of new owner/claimant
- Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by JB Date 3/4/2015 Receipt No. E040704 Receipt Amt. \$25 -

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 JB Processed by JB Date 4/1/2015

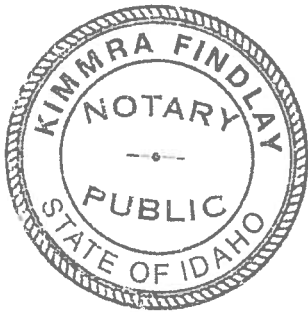
Fee: 19.00

Himma Findlay
NOTARY PUBLIC FOR IDAHO
Residing at 09-28-2015
My commission expires Liberal

STATE OF IDAHO)
 ss.
County of Bannock)

On this 2nd day of March, 2015, before me, a Notary Public for said County and State, personally appeared SHERYL BROWN, 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 and year in this certificate first above written.



Kimbra Findlay
NOTARY PUBLIC FOR IDAHO
Residing at Aberdeen
My commission expires 07-28-2015

[https://wfso.sharepoint.com/shared documents/Tjs/Krown Farms/Land Holding LLCs/DANBRO LLC/Quitclaim deed - to Danbro LLC - Tract 3.doc](https://wfso.sharepoint.com/shared%20documents/Tjs/Krown%20Farms/Land%20Holding%20LLCs/DANBRO%20LLC/Quitclaim%20deed%20-%20to%20Danbro%20LLC%20-%20Tract%203.doc)

EXHIBIT "A"

Legal Description for Dan and Sheryl Brown

TRACT 3

A parcel of real estate in the County of Bingham, State of Idaho, more particularly described as follows:

Township 5 South, Range 31 E.B.M., Bingham County, Idaho

Section 28: NW $\frac{1}{4}$ SW $\frac{1}{4}$, the North 20 rods of the SW $\frac{1}{4}$ SW $\frac{1}{4}$. EXCEPTING THEREFROM: Beginning at a point 162.0 feet N. of the SW corner; thence E 232 feet; thence N. 200 feet; thence West 232 feet; thence So. 200 feet to point of beginning.

and

Section 28, Township 5 South, Range 31 E.B.M..

The South 60 Rods of the SW $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPTING THEREFROM

Section 28, Township 5 South, Range 31 E.B.M., beginning at the Southwest corner of said Section 28, the true point of beginning; thence due North along the Westerly boundary line of said Section a distance of 140 feet; thence due East on a line parallel to the Southerly boundary of said Section a distance of 311.15 feet; thence due South on a line parallel to the Westerly boundary of said Section a distance of 140 feet to the Southerly boundary of said Section; thence due West along the Southerly boundary line of said Section a distance of 311.15 feet to the true point of beginning and containing one acre, more or less.

ALSO EXCEPTING THEREFROM

Part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 28, Township 5 South, Range 31 E.B.M. described as:

Commencing at the SW corner of Section 28, Township 5 South, Range 31 E.B.M.; thence South 89°44' E. along the S. boundary of said Sec. 28, a distance of 1296' to a point; thence North 0°16' E. a distance of 30' more or less, to a point in the North boundary line of a county road, known as Wenger Road and being the REAL POINT OF BEGINNING; thence North 0°16' East a distance of 250' to a point; thence North 89°44' West a distance of 208.71' to a point; thence South 0°16' West a distance of 250' to a point in the North boundary line of said Wenger Road; thence South 89°55' East along the North boundary of Wenger Road, 208.71' to the REAL POINT OF BEGINNING. Containing 1.198 acres.

EXHIBIT "A"

Legal Description for Dan and Sheryl Brown

ALSO EXCEPTING THEREFROM:

Township 5 South, Range 31 East of the Boise Meridian,

Section 28: Beginning at a point 1605 feet North of the Southwest corner, thence East 232 feet; thence North 385 feet; thence West 232 feet; thence South 385 feet to the Point of Beginning.

665707

Recorded at the request of
Benoit, Alexander, Sinclair,
Harwood & High, L.L.P.
126 2nd Avenue North, P.O. Box 366
Twin Falls, Idaho 83303-0366

Mail original to Benoit, Alexander,
Sinclair, Harwood & High, L.L.P.

Mail tax notices to:

Daniel Brown and Sheryl Brown
1667 S. 2800 West
Aberdeen, Idaho 83210

FEE 12.00 SEP 10

2000 JUN 23 PH 1:12

RECORDED AT THE REQUEST OF
Benoit Alexander Sinclair Harwood
& High LLP
PO Box 366
Twin Falls 83303-0366

491221

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

FOR VALUE RECEIVED THE RALPH KLASSEN FAMILY LIMITED PARTNERSHIP hereby conveys, releases, remises and forever quit claims unto DANIEL and SHERYL BROWN, husband and wife, whose address is: 1667 S. 2800 West, Aberdeen, Idaho 83210, the following described premises, situated in Bingham County, Idaho:

SEE EXHIBIT "A" ATTACHED.

together with their appurtenances, including but not limited to all appurtenant water rights.

DATED this 21st day of June, 2000.

RALPH KLASSEN FAMILY LIMITED
PARTNERSHIP

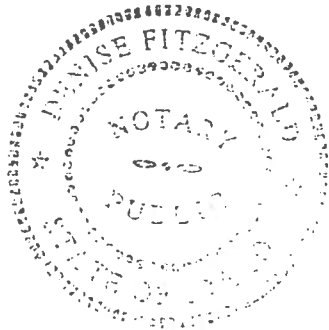
By Ralph D Klassen
Ralph Klassen, General Partner

By Lois Klassen
Lois Klassen, General Partner

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 21 day of June, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared **RALPH KLASSEN and LOIS KLASSEN**, known to me to be the General Partners of the **RALPH KLASSEN FAMILY LIMITED PARTNERSHIP**, the partnership whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of the partnership.

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



Denise Fitzgerald
NOTARY PUBLIC
Residence: Twin Falls
My Commission Expires: 11-4-2000

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ALSO EXCEPTING THEREFROM:

Township 5 South, Range 31 East of the Boise Meridian,

Section 28: Beginning at a point 1605 feet North of the Southwest corner, thence East 232 feet; thence North 385 feet; thence West 232 feet; thence South 385 feet to the Point of Beginning.

491221

PROMISSORY NOTE

\$192,400.00

Date: 13th day of June, 2000

FOR VALUE RECEIVED, the undersigned, DANIEL BROWN and SHERYL BROWN, husband and wife, promise to pay to the order of RALPH KLASSEN FAMILY LIMITED PARTNERSHIP, at 2837 West 1700 South, Aberdeen, Idaho 83210, the sum of ONE HUNDRED NINETY TWO THOUSAND FOUR HUNDRED (\$192,400.00), in lawful money of the United States of America, together with interest thereon at the rate of six and one-half percent (6.5%) per annum from the 1st day of January, 2000, in installments as follows:

The sum of \$14,733.50, which includes interest, on the 31st day of December, 2000 and every 31st day of December thereafter until the 31st day of December, 2030, when all accrued interest and unpaid principal shall become due and payable. These payments are amortized over a 30-year period.

The undersigned shall have the right to make prepayment at any time, but any prepayment made shall be credited in inverse order of the payment schedule and not relieve the duty to make the regular installments.

In case default shall be made in the payment of any installment, or any part thereof, at the time herein provided, the entire principal sum, together with the interest accrued thereon, shall immediately become due at the election of the holder hereof.

In case payment is not made, as aforesaid, and this note, or any part hereof, is collected by an attorney, either with or without suit, the undersigned promise to pay a reasonable sum of money as attorney fees.

The Note is secured by a Mortgage.

Daniel Brown
DANIEL BROWN

Sheryl Brown
SHERYL BROWN

QUITCLAIM DEED

FOR VALUE RECEIVED,

DANIEL BROWN and SHERYL BROWN, husband and wife, (collectively "Grantor"), do hereby convey, release, remise and forever quitclaim unto **DANBRO, LLC**, an Idaho limited liability company, ("Grantee"), whose address is 1667 S. 2800 W., Aberdeen, Idaho 83210, the following described premises located in Bingham County, Idaho, to-wit:

See Exhibit "A" attached hereto and incorporated herein

To have and to hold the said premises and their appurtenances unto the said Grantee, its successors and assigns, forever.

DATED this 2nd day of March, 2015.

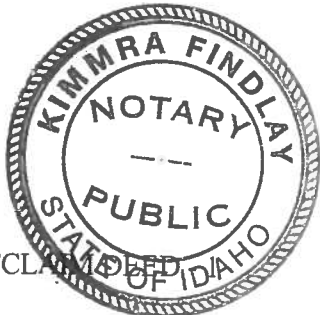
Daniel Brown
DANIEL BROWN

Sheryl Brown
SHERYL BROWN

STATE OF IDAHO)
 ss.
County of Bannock)

On this 2nd day of March, 2015, before me, a Notary Public for said County and State, personally appeared DANIEL BROWN, 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 and year in this certificate first above written.



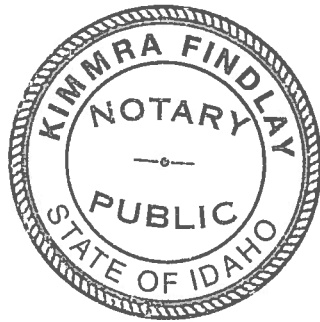
Kimbra Findlay
NOTARY PUBLIC FOR IDAHO
Residing at 09-28-2015
My commission expires Aberdeen

QUITCLAIM DEED

STATE OF IDAHO)
)
) ss.
County of Bannock)

On this 2nd day of March, 2015, before me, a Notary Public for said County and State, personally appeared SHERYL BROWN, 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 and year in this certificate first above written.



Kimberly Lindley
NOTARY PUBLIC FOR IDAHO
Residing at Aberdeen
My commission expires 09-28-2015

[https://wfs0.sharepoint.com/shared documents/Tjs/Krown Farms/Land Holding LLCs/DANBRO LLC/Quitclaim deed - to Danbro LLC - Tract 3.doc](https://wfs0.sharepoint.com/shared%20documents/Tjs/Krown%20Farms/Land%20Holding%20LLCs/DANBRO%20LLC/Quitclaim%20deed%20-%20to%20Danbro%20LLC%20-%20Tract%203.doc)

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