

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 27 2014

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?
29-14067	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: Bryce Hollingshead/ Erica Hollingshead
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): KAP Properties LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 700 West Glover Rd. Arimo Id. 84043
Mailing address City State ZIP
- (208)604-0033 kpeckfam@hotmail.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: 12/19/2014
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: Kap Properties by Kim Fulk Manager 1/13/15
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: JB Date: 1/27/2015 Receipt No. E040590 Receipt Amt. \$25. - for this app.

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: 2/19/2015

WATER RIGHT NO. 29-14067
As Modified by Transfer No. 78572

In accordance with the approval of Transfer No. 78572, Water Right No. 29-14067 is now described as follows:

Right Holder: BRYCE HOLLINGSHEAD
 ERICA HOLLINGSHEAD
 16206 S ROBIN ROAD
 MC CAMMON, ID 83214

Priority Date: 5/21/1974

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>
IRRIGATION	04/01	to 10/15	0.320 cfs	125 0 af
			0.320 cfs	125 0 af

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER NWNWNE Sec 28 Twp 10S Rge 36E BANNOCK County

PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	36E	28		36.0															36.0

POU Total Acres: 36.0

CONDITIONS OF APPROVAL

1. The use of water for irrigation under this right may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than March 22, 2004.
2. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
3. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
4. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
5. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Transfer No. 78572



21500318 2015 Jan 09 AM 09:15:00
Electronically Recorded by Simplifile

WARRANTY DEED

Order No.:28549AM

FOR VALUE RECEIVED

Bryce Quinn Hollingshead and Erica Hollingshead, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

KAP Properties, LLC, an Idaho Limited Liability Company

whose current address is:
700 W Glover Rd.
Arimo, ID 83214

the grantee(s), the following described premises, in Bannock County, Idaho, TO WIT:

**THE NW1/4 OF THE NE1/4 OF SECTION 28, TOWNSHIP 10 SOUTH,
RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.**

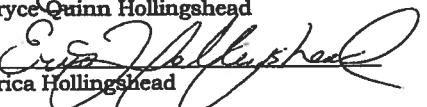
**EXCEPT: A PARCEL OF LAND BEGINNING AT THE SOUTHWEST CORNER
OF THE NW1/4 OF THE NE1/4;
THENCE NORTH 00°09'51" WEST 360.00 FEET;
THENCE SOUTH 87°56'00" EAST 210.00 FEET;
THENCE SOUTH 45°04'09" EAST 183.33 FEET;
THENCE SOUTH 00°08'18" EAST 230.00 FEET;
THENCE SOUTH 89°57'43" WEST 340.00 FEET TO THE POINT OF
BEGINNING.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

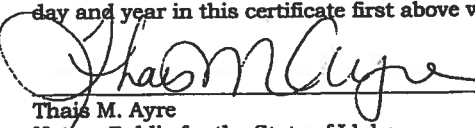
Dated: December 31, 2014

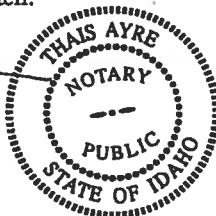

Bryce Quinn Hollingshead


Erica Hollingshead

State of Idaho } ss
County of Bannock }

On this 2 day of January, 2015, before me, Thais M. Ayre, a Notary Public in and for said state, personally appeared Bryce Quinn Hollingshead and Erica Hollingshead, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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.


Thais M. Ayre
Notary Public for the State of Idaho
Residing at: Chubbuck, ID
Commission Expires: 6/13/19



COMMERCIAL INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF
YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1. **BUYER:** KAP Properties LLC (Hereinafter called "BUYER")
agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES"
Legal Description Attached as exhibit # 1 (Addendum must accompany original offer.)

2. \$ 113,000.00 **PURCHASE PRICE:** and Zero/100 DOLLARS,
payable upon the following **TERMS AND CONDITIONS** (not including closing costs):

3. **FINANCIAL TERMS:**

\$ 113,000.00 **FUNDS DUE FROM BUYERS AT CLOSING:** (Not including closing costs) Cash at closing to
be paid by BUYER at closing in **GOOD FUNDS**, includes cash, electronic transfer funds, certified check, or cashiers check.

4. **SECTION 1031 TAX DEFERRED EXCHANGE:** By checking either or both of the boxes that follow, it is hereby acknowledged by the parties
that the ☐ Buyer, ☐ Seller intends to use the purchase and sale of the Premises as an integral part of a tax deferred like-kind exchange as
allowed under Section 1031 of the Internal Revenue Code (the "Exchange"). For purposes of this paragraph, the party participating in the
Exchange shall be identified as the "Exchanger." If either box above is checked, then the parties recognize that a material part of the
Exchanger's consideration for entering into the agreement for the purchase and sale of the Premises is the successful completion of the
exchange. The parties agree to assist each other in the completion of such exchange by cooperating with each other by signing any and all
relevant documents provided that the party not doing the Exchange shall not incur any liabilities, costs, fees, or taxes in excess of those which
that party would have incurred had this transaction not been an Exchange.

5. **OTHER TERMS AND/OR CONDITIONS:** This Agreement is made subject to the following special terms, considerations and/or contingencies
which must be satisfied

1. All of Water right 29-14067 to be included with real property described in exhibit 1.

2. Wheelies Included.

3. Survey cost to be paid by Buyer. Title Insurance by Seller.

4. Rock Wall that extends onto Buyers property does not need to
be relocated to property line until Mr. Bryce Hollingshead
sells property

6. **TITLE CONVEYANCE:** Title of SELLER is to be conveyed by ☒ warranty deed ☐ special warranty deed or ☐
deed, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds
building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements
established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing.
No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise
specified in this Agreement.

BUYER'S SIGNATURES:

☐ SEE ATTACHED BUYER'S ADDENDUMS: (Specify number of BUYER addendum(s) attached.)

BUYER Signature Kevin Peck
Date 12/19/14 Time 10:30 ☒ A.M. ☐ P.M.
Address kpECKfor@aol.com
E-Mail Address kpECKfor@aol.com

BUYER (Print Name) Kevin Peck
Phone # (202) 604-0833 Cell #
City MD State MD Zip 83214
Fax #

SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to
carry out all the terms thereof on the part of the SELLER.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) #

SELLER Signature Bryce Hollingshead
Date 12/19/14 Time 10:30 ☒ A.M. ☐ P.M.
Address 16205 S Robin Rd, Annapolis 2084321
E-Mail Address Q4bsoluteLLC@gmail.com

SELLER (Print Name) BRYCE Hollingshead
Phone # Cell #
City Robin State MD Zip 83214
Fax #

EXHIBIT 1

LEGAL DESCRIPTION

THE NW1/4 OF THE NE1/4 OF SECTION 28, TOWNSHIP 10 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

EXCEPT A PARCEL OF LAND BEGINNING AT THE SOUTHWEST CORNER OF THE NW1/4 OF THE NE 1/4;
THENCE NORTH 00°09'51" WEST FOR 360.00 FEET.
THENCE SOUTH 89°56'00" EAST 210.00 FOR FEET.
THENCE SOUTH 45°04'09" EAST 183.33 FOR FEET.
THENCE SOUTH 00°08'18" FOR 230.00 FEET.
THENCE SOUTH 89°57'43" WEST FOR 340.00 FEET BACK TO PLACE OF BEGINNING, ENCOMPASSING AN
AREA OF APPROXIMATELY 2.62 ACRES.

