

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
NOV 25 2013
DEPT. OF WATER RESOURCES
SOUTHERN 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
37-7554	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: FROSTENSON REVOCABLE TRUST
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): FROSTENSON HERITAGE FARMS, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 130 E. 24th ST. HOLLAND MI 49423
Mailing address City State ZIP
- (616) 834-3754 brett.frostenson@gmail.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: DECEMBER 20, 2012
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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.

8. Signature: Brett R. Frostenson MEMBER November 20, 2013
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 11-29-2013 Receipt No. SD33667 Receipt Amt. \$25-

Approved by _____ Processed by _____ Date _____

AERIAL PHOTOGRAPH TRACT 10 – LEEK FARM



©AgriData, Inc. 2012

map center: 43° 19' 27.66, 114° 41' 15.14
scale: 6525

Maps provided by:



©AgriData, Inc. 2012
www.AgriDataInc.com

21-1S-15E
Camas County
Idaho



12/6/2012

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

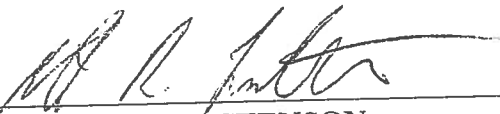
WARRANTY DEED

FOR VALUE RECEIVED,

BRETT R. FROSTENSON, a single man ("Grantor"), does hereby grant, bargain, sell and convey unto **FROSTENSON HERITAGE FARMS, LLC**, an Idaho limited liability company, whose current address is 1795 Perry Street, Holland, Michigan 49424 ("Grantee"), the following described premises located in Camas County, Idaho, set forth on Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its successors and assigns forever. And the Grantor does hereby covenant to and with the said Grantee that he is the owner in fee simple of said premises; that the premises are free and clear from all encumbrances, except current taxes and assessments, easements, rights-of-way, encumbrances, restrictions and reservations of record and that he will warrant and defend the quiet and peaceful possession of said premises by said Grantee and its successors and assigns forever, against all lawful claims whatsoever.

DATED 3/29, 2013.



BRETT R. FROSTENSON

STATE OF MICHIGAN)
) ss:
County of OTTAWA)

On this 29TH day of MARCH, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **BRETT R. FROSTENSON**, 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 seal the day and year first above written.

Amanda R. Jacobs
Notary Public for Michigan
My Commission Expires: 1.19.15

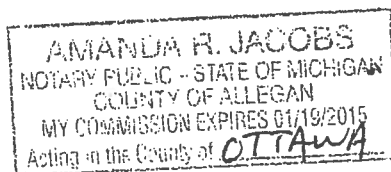


EXHIBIT A

PARCEL 1

Township 1 South. Range 14 East of the Boise Meridian,
Section 10: The Northeast Quarter (NE ¼)

EXCEPT a tract of land in the SE ¼ NE ¼ more particularly described as follows:

Beginning at the east quarter corner of said Section 10, which is the true point of beginning; thence North along the east boundary of said Section 10 a distance of 231.0 feet; thence South 89° 54' West for a distance of 377.1 feet; thence South for a distance of 231.0 feet to the south boundary of the SE ¼ NE ¼ of said Section 10; thence North 89° 54' East along said boundary line for a distance of 377.1 feet to the point of beginning;

AND EXCEPT a parcel of land in the SE ¼ NE ¼ more particularly described as follows:

Commencing at an iron pin marking the East one-quarter corner of said Section 10; thence North 0° 00' 00" East 815.0 feet along the Easterly boundary of said Section 10, and also the centerline of White Lane; thence North 90° 00' 00" West 30.00 feet to an iron pin on the westerly boundary of White Lane, the REAL POINT OF BEGINNING; thence continuing North 90° 00' 00" West 353.00 feet to an iron pin; thence North 0° 00' 00" East 247.00 feet to an iron pin; thence North 90° 00' 00" East 353.00 feet to an iron pin on the Westerly boundary of said White Lane; thence South 0° 00' 00" West 247.00 feet along said Westerly boundary of White Lane to the REAL POINT OF BEGINNING, containing 2.00 acres, more or less;

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining; SUBJECT TO the following: (1) all existing easements and rights-of-way over and across said premises; (2) the reservations in Deeds or Patents from the State of Idaho or United States of America, or in acts authorizing the issuance thereof; (3) that certain Geothermal Lease, dated November 8, 1974, executed by Patricia Margaret White, also known as Margaret Patricia White, by Flavia Skyles, Attorney-in-fact, to Gulf Oil Corporation, a Pennsylvania corporation, for a term of three years, recorded January 21, 1975 at 2:35 P.M., in Book 2 of Leases, page 215, as Recorder's Instrument No. 42501, records of Camas County, Idaho; (4) that certain Farm Lease dated September 1, 1968, executed by Patricia M. White to Doran Cluer and Mary Cluer, husband and wife, for a term of 10 years, recorded September 13, 1968 at 2:00 P.M., in Book 1 of Leases, page 268, as Recorder's Instrument No. 39212, records of Camas County, Idaho, and (5) that certain Purchase Money Mortgage dated December 30, 1975, executed by Grantor herein, as Mortgagor, to Patricia White, as Mortgagee, to secure the payment of \$32,000.00 as purchase money, with interest thereon, recorded December 30, 1975, as Recorder's Instrument No. 43248, records of Camas County, Idaho, which Purchase Money mortgage, and the indebtedness secured thereby, the Grantees, by the acceptance of this Deed, do hereby assume and agree to pay and perform according to the terms and provisions thereof.

EXHIBIT A - Continued

PARCEL 2

Township One (1) South, Range Fourteen (14) E.B.M.
Section Twelve (12): The South West Quarter of the South East Quarter (SW 1/4 SE 1/4), the South Half of the South West Quarter (S 1/2 SW 1/4), and the North West Quarter of the South West Quarter (NW 1/4 SW 1/4) except the Railroad right-of-way and Highway Right-of-way

PARCEL 3

Township 1 South, Range 14 East, Boise Meridian, Camas County, Idaho
Section 12: NE 1/4 SW 1/4, N 1/2 SE 1/4, SE 1/4 SE 1/4
EXCEPTING THEREFROM a Highway Right of Way being more particularly described as follows:
Township 1 South, Range 14 East, Boise Meridian, Camas County, Idaho
Section 12: A strip of land 40 feet wide, being 40 feet on the North side of the center line of said highway as surveyed and shown on the official plat of the Idaho Central Highway Survey on file in the office of the Department of Public Works of the State of Idaho, and lying over and across the SE 1/4 SE 1/4
BEGINNING at the SE 1/4 corner of said section;
THENCE North 40 feet;
THENCE West approximately 1320 feet;
THENCE South 40 feet;
THENCE East approximately 1320 feet to the POINT OF BEGINNING

ALSO EXCEPTING that portion already dedicated by public use as a county road.

ALSO EXCEPTING that portion of the Railroad Right of Way in the SE 1/4 SE 1/4 thereof.

PARCEL 4

Township 1 South, Range 15 East, Boise Meridian, Camas County, Idaho
Section 21: NW 1/4

EXHIBIT A -- Continued

PARCEL 5

Township 1 South, Range 14 East of the Boise Meridian, Camas County, Idaho

Section 23: E $\frac{1}{2}$ SE $\frac{1}{4}$

Section 24: NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPTING THEREFROM a parcel of land more particularly described as follows:

BEGINNING at the Southeast corner (West 1/16th corner sections 24 & 25) of aforesaid W $\frac{1}{2}$ SW $\frac{1}{4}$;

THENCE along the South line of said W $\frac{1}{2}$ SW $\frac{1}{4}$, South 89°54'00" West 225.0 feet;

THENCE leaving said South line, North 00°06'49" East, 492.00 feet, parallel with the East line of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

THENCE parallel with the South line of aforesaid SW $\frac{1}{4}$, North 89°54'00" East 483.48 feet, to the projection of an existing fenceline;

THENCE along said projection and said fenceline, South 01°40'40" East, 492.18 feet, to the South line of aforesaid E $\frac{1}{2}$ SW $\frac{1}{4}$;

THENCE South 89°54'00" West, 273.87 feet, along said South line to the POINT OF BEGINNING., SW $\frac{1}{4}$ SE $\frac{1}{4}$ EXCEPTING THEREFROM a parcel of land more particularly described as follows:

BEGINNING at the SE corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$

THENCE North .966 feet;

THENCE West 346 feet, North 41°48' West, 114.02 feet;

THENCE South 915 feet;

THENCE West 281 feet;

THENCE South 136 feet to a point on the section line common to Sections 24-25;

THENCE East 713 feet to the POINT OF BEGINNING.

EXHIBIT A - Continued

PARCEL 6

A 50% undivided interest in:

Township 1 South, Range 15 East, Boise Meridian, Camas County, Idaho
Section 19: SE $\frac{1}{4}$

EXCEPTING THEREFROM highway right of way as described in Book 19 of Deeds, page 234 being more particularly described as follows:

Township 1 South, Range 15 East, Boise Meridian, Camas County, Idaho
Section 19: A parcel of land located in the E $\frac{1}{2}$ SE $\frac{1}{4}$ that lies Easterly of a line drawn parallel to and distant 50.0 feet Westerly from the following described center line of highway as surveyed and shown on the official plat of the Gooding-Fairfield S-2779(2) Highway Survey on file in the office of the Department of Highways of the State of Idaho.

BEGINNING at Station 1531-13.8 of the said Highway Survey, which station is a point of tangent approximately 11.0 feet West from the Southeast corner of Section 19, Township 1 South, Range 15 East, Boise Meridian;

THENCE running North 0°12'30" West 2621.2 feet to Station 1557-35.0 of said Survey, which station is a point on tangent approximately 14 feet West from the East Quarter corner of Section 19, Township 1 South, Range 15 East, Boise Meridian.

EXCEPTING that portion already dedicated by public use of otherwise as a public road.

PARCEL 7

A 50% undivided interest in:

Township 1 South, Range 14 East, Boise Meridian, Camas County, Idaho
Section 25: NW $\frac{1}{4}$

When recorded return to:
Brett R. Frostenson
1795 Perry Street
Holland, MI 49424

WARRANTY DEED

CAMAS COUNTY
Recorded for:
TR FROSTENSON TRUSTEE
3:11:08 pm 12-24-2012
2012-084909
No. Pages: 6 Fee: \$25.0
KORRI BLODGETT
County Clerk
Deputy: KBLODGETT

FOR VALUE RECEIVED,

THEODORE R. FROSTENSON and **MARIAN M. FROSTENSON**, as Co-Trustees of the **FROSTENSON REVOCABLE TRUST U/T/A** dated December 8, 2000 ("Grantor"), do hereby grant, bargain, sell and convey unto **BRETT R. FROSTENSON**, a single man, with a mailing address of 1795 Perry Street, Holland, Michigan 49424 ("Grantee"), all Grantor's right, title, and interest in the following described premises located in Camas County, Idaho, more particularly described on Exhibit A, attached hereto and incorporated herein.

Any and all income and gain derived from such property shall be the sole and separate property of the Grantee.

To have and to hold the said premises with their appurtenances unto the Grantee and Grantee's successors and assigns forever. And the Grantor does hereby covenant to and with the Grantee that Grantor is the owner in fee simple of said premises, that the premises are free and clear from all encumbrances, except current taxes and assessments, easements, rights-of-way, encumbrances, restrictions and reservations of record, and that Grantor will warrant and defend the quiet and peaceful possession of said premises by the Grantee and Grantee's successors and assigns forever, against all lawful claims whatsoever.

DATED Effective the 20th day of December, 2012.

GRANTOR:

FROSTENSON REVOCABLE TRUST

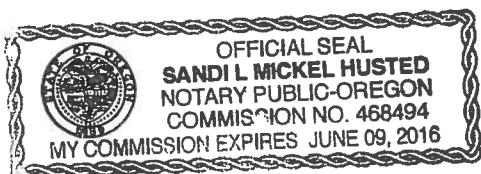
By: Theodore R. Frostenson, Co Trustee
THEODORE R. FROSTENSON, Co-Trustee

By: Marian M. Frostenson Co Trustee
MARIAN M. FROSTENSON, Co-Trustee

STATE OF OREGON)
) ss:
County of Deschutes)

On this 20th day of December, 2012, before me, the undersigned, a notary public in and for said State, personally appeared **THEODORE R. FROSTENSON**, as **Co-Trustee of the FROSTENSON REVOCABLE TRUST U/T/A dated December 8, 2000**, 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 as such Co-Trustee.

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

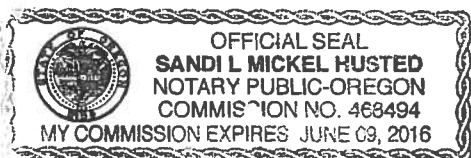


Sandi L. Mickel Husted
Notary Public for Oregon
My Commission Expires: 6/9/16

STATE OF OREGON)
) ss:
County of Deschutes)

On this 20th day of December, 2012, before me, the undersigned, a notary public in and for said State, personally appeared **MARIAN M. FROSTENSON**, as **Co-Trustee of the FROSTENSON REVOCABLE TRUST U/T/A dated December 8, 2000**, 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 as such Co-Trustee.

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



Sandi L. Mickel Husted
Notary Public for Oregon
My Commission Expires: 6/9/16

EXHIBIT A

PARCEL 1

Township 1 South. Range 14 East of the Boise Meridian,
Section 10: The Northeast Quarter (NE ¼)

EXCEPT a tract of land in the SE ¼ NE ¼ more particularly described as follows:

Beginning at the east quarter corner of said Section 10, which is the true point of beginning; thence North along the east boundary of said Section 10 a distance of 231.0 feet; thence South 89° 54' West for a distance of 377.1 feet; thence South for a distance of 231.0 feet to the south boundary of the SE ¼ NE ¼ of said Section 10; thence North 89° 54' East along said boundary line for a distance of 377.1 feet to the point of beginning;

AND EXCEPT a parcel of land in the SE ¼ NE ¼ more particularly described as follows:

Commencing at an iron pin marking the East one-quarter corner of said Section 10; thence North 0° 00' 00" East 815.0 feet along the Easterly boundary of said Section 10, and also the centerline of White Lane; thence North 90° 00' 00" West 30.00 feet to an iron pin on the westerly boundary of White Lane, the REAL POINT OF BEGINNING; thence continuing North 90° 00' 00" West 353.00 feet to an iron pin; thence North 0° 00' 00" East 247.00 feet to an iron pin; thence North 90° 00' 00" East 353.00 feet to an iron pin on the Westerly boundary of said White Lane; thence South 0° 00' 00" West 247.00 feet along said Westerly boundary of White Lane to the REAL POINT OF BEGINNING, containing 2.00 acres, more or less;

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining; SUBJECT TO the following: (1) all existing easements and rights-of-way over and across said premises; (2) the reservations in Deeds or Patents from the State of Idaho or United States of America, or in acts authorizing the issuance thereof; (3) that certain Geothermal Lease, dated November 8, 1974, executed by Patricia Margaret White, also known as Margaret Patricia White, by Flavia Skyles, Attorney-in-fact, to Gulf Oil Corporation, a Pennsylvania corporation, for a term of three years, recorded January 21, 1975 at 2:35 P.M., in Book 2 of Leases, page 215, as Recorder's Instrument No. 42501, records of Camas County, Idaho; (4) that certain Farm Lease dated September 1, 1968, executed by Patricia M. White to Doran Cluer and Mary Cluer, husband and wife, for a term of 10 years, recorded September 13, 1968 at 2:00 P.M., in Book 1 of Leases, page 268, as Recorder's Instrument No. 39212, records of Camas County, Idaho, and (5) that certain Purchase Money Mortgage dated December 30, 1975, executed by Grantor herein, as Mortgagor, to Patricia White, as Mortgagee, to secure the payment of \$32,000.00 as purchase money, with interest thereon, recorded December 30, 1975, as Recorder's Instrument No. 43248, records of Camas County, Idaho, which Purchase Money mortgage, and the indebtedness secured thereby, the Grantees, by the acceptance of this Deed, do hereby assume and agree to pay and perform according to the terms and provisions thereof.

EXHIBIT A - Continued

PARCEL 2 Highway Place

Township One (1) South, Range Fourteen (14) E.B.M.

Section Twelve (12): The South West Quarter of the South East Quarter (SW 1/4 SE 1/4), the South Half of the South West Quarter (S 1/2 SW 1/4), and the North West Quarter of the South West Quarter (NW 1/4 SW 1/4) except the Railroad right-of-way and Highway Right-of-way

PARCEL 3 Highway Place

Township 1 South, Range 14 East, Boise Meridian, Camas County, Idaho

Section 12: NE 1/4 SW 1/4, N 1/2 SE 1/4, SE 1/4 SE 1/4

EXCEPTING THEREFROM a Highway Right of Way being more particularly described as follows:

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BEGINNING at the SE 1/4 corner of said section;

THENCE North 40 feet;

THENCE West approximately 1320 feet;

THENCE South 40 feet;

THENCE East approximately 1320 feet to the POINT OF BEGINNING

ALSO EXCEPTING that portion already dedicated by public use as a county road.

ALSO EXCEPTING that portion of the Railroad Right of Way in the SE 1/4 SE 1/4 thereof.

PARCEL 4 Leaf Place

Township 1 South, Range 15 East, Boise Meridian, Camas County, Idaho

Section 21: NW 1/4

EXHIBIT A – Continued

PARCEL 5

Township 1 South, Range 14 East of the Boise Meridian, Camas County, Idaho

Section 23: E $\frac{1}{2}$ SE $\frac{1}{4}$

Section 24: NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, EXCEPTING THEREFROM a parcel of land more particularly described as follows:

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THENCE along the South line of said W $\frac{1}{2}$ SW $\frac{1}{4}$, South 89°54'00" West 225.0 feet;

THENCE leaving said South line, North 00°06'49" East, 492.00 feet, parallel with the East line of said W $\frac{1}{2}$ SW $\frac{1}{4}$;

THENCE parallel with the South line of aforesaid SW $\frac{1}{4}$, North 89°54'00" East 483.48 feet, to the projection of an existing fenceline;

THENCE along said projection and said fenceline, South 01 40'40" East, 492.'18 feet, to the South line of aforesaid E $\frac{1}{2}$ SW $\frac{1}{4}$;

THENCE South 89°54'00" West, 273.87 feet, along said South line to the POINT OF BEGINNING., SW $\frac{1}{4}$ SE $\frac{1}{4}$ EXCEPTING THEREFROM a parcel of land more particularly described as follows:

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EXHIBIT A – Continued

PARCEL 6

A 50% undivided interest in:

Township 1 South, Range 15 East, Boise Meridian, Camas County, Idaho
Section 19: SE $\frac{1}{4}$

EXCEPTING THEREFROM highway right of way as described in Book 19 of Deeds, page 234 being more particularly described as follows:

Township 1 South, Range 15 East, Boise Meridian, Camas County, Idaho
Section 19: A parcel of land located in the E $\frac{1}{2}$ SE $\frac{1}{4}$ that lies Easterly of a line drawn parallel to and distant 50.0 feet Westerly from the following described center line of highway as surveyed and shown on the official plat of the Gooding-Fairfield S-2779(2) Highway Survey on file in the office of the Department of Highways of the State of Idaho.

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THENCE running North 0°12'30" West 2621.2 feet to Station 1557-35.0 of said Survey, which station is a point on tangent approximately 14 feet West from the East Quarter corner of Section 19, Township 1 South, Range 15 East, Boise Meridian.

EXCEPTING that portion already dedicated by public use of otherwise as a public road.

PARCEL 7

A 50% undivided interest in:

Township 1 South, Range 14 East, Boise Meridian, Camas County, Idaho
Section 25: NW $\frac{1}{4}$