

RECEIVED

DEC 30 2013

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. OF WATER RESOURCES
SOUTHERN REGION

DEC 26 2013

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
47-195	Yes ☐		Yes ☐		Yes ☐
47-197	Yes ☐		Yes ☐		Yes ☐
47-2191	Yes ☐		Yes ☐		Yes ☐
47-13997	Yes ☐		Yes ☐		Yes ☐
47-14000	Yes ☒		Yes ☒		Yes ☐

2. Previous Owner's Name: Glenn Dale Ranches, Inc.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): G+ Ranches, Inc.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|---------------------------------|-----------------------------|-----------|--------------|
| <u>2564 S. Swallowtail Lane</u> | <u>Boise</u> | <u>ID</u> | <u>83706</u> |
| Mailing address | City | State | ZIP |
| <u>208-921-4625</u> | <u>cgould1957@yahoo.com</u> | | |
| 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: Judgment dated July 17, 2013, Item 5(b)
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: Celia R. Gould President 10/31/13
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 10-26-13 Receipt No. 2098116 Receipt Amt. 125.00

Approved by _____ Processed by _____ Date _____

SUPPORT DATA

IN FILE # 47-195

IN PRIVATE ARBITRATION

Case No. CV-11-3746 (Idaho 5th Dist. Ct.))
)
G+ Ranches, Inc., an Idaho corporation;) **JUDGMENT**
Celia R. Gould, an individual,)
)
Plaintiffs,)
)
vs.)
)
Kipton D. Gould, an individual; Glenn Dale)
Ranches, Inc., an Idaho corporation,)
)
Defendants.)
_____)

Pursuant to the Arbitrator's Findings of Fact and Conclusions of Law dated June 8, 2013, and for good cause:

IT IS ORDERED, ADJUDGED AND DECREED in favor of Plaintiffs G+ Ranches, Inc. and Celia R. Gould and against Defendants Kipton D. Gould and Glenn Dale Ranches, Inc.:

1. That Defendants breached Separation Agreement Paragraph 2.15 by failing to pay Plaintiffs \$28,559.77 and are ordered regarding the same to pay Plaintiffs the principal sum of \$28,559.77, plus interest from the date of the breach, December 21, 2010, in the amount of \$3,892.68 for a total of \$32,452.45. Interest on this sum shall accrue at the statutory rate, which currently is 5.25% per annum, from the date of this Judgment until paid in full.

2. That Defendants breached Separation Agreement Paragraphs 3.14 through 3.16 and 4.1 by failing to remove Plaintiff Celia Gould as a personal guarantor on certain D.L. Evans Bank, Farmers National Bank, and MetLife Insurance Company loans and are

ordered regarding the same to remove Plaintiff Celia Gould as a guarantor from certain D.L. Evans Bank and Farmers National Bank loans as follows:

a. Within 120 days of the legal split of the Melon Valley Ranch property and Defendants receiving clear title to the one-third share of the Melon Valley Ranch, *see infra* ¶ 4, Defendants must obtain from a commercial bank or other financial institution a binding commitment to lend sufficient funds to refinance or sufficiently pay down the D.L. Evans Bank and Farmers National Bank loans to secure the release of Celia's personal guaranties. Alternatively, Defendants must escrow sufficient personal cash funds to refinance or pay down the loans to secure the release of Celia's personal guaranties.

b. Defendants must close on such refinance or pay-down of the D.L. Evans Bank and Farmers National Bank loans within 180 days of the legal split of the Melon Valley Ranch property and Defendants receiving clear title to the one-third share of the Melon Valley Ranch. Each of Celia's personal guaranties must be released at the respective closings.

c. If Defendants are unable to secure a binding commitment to lend, or if Defendants fail to close on the refinance or payment as set forth above, Defendants must immediately begin selling personal and corporate assets including, without limitation, real property, personal property, equipment, cattle, crops, and other property, to satisfy the D.L. Evans Bank and Farmers National Bank loans. Assets must be listed for sale at their appraised value, using recent market comparables, and should be priced to accomplish a sale as soon as reasonably practicable. Defendants must not refuse any reasonable offer to purchase such assets. Any disposition of real property should remain subject to Celia's right of first refusal, as set forth in the Separation Agreement and memorialized by the

right of first refusal agreement.

3. That Defendants breached Separation Agreement Paragraph 2.19 by failing to transfer the one-acre Home Place parcel and Shirley's residence to Plaintiffs and are ordered regarding the same as follows:

a. Defendants must deliver a deed to Plaintiffs transferring fee simple title to the one-acre Home Place parcel and Shirley's residence within 30 days following the County's approval of the property split. The transfer must be accomplished free and clear of the McFinney mortgage or other encumbrances, and Defendants shall be responsible for all fees and costs, including payment of additional principal payment(s) to satisfy the lender of the value of the remaining collateral, and preparation and recording of the partial release of mortgage relating to such release by his lender.

b. Defendants must pay Plaintiffs one-half of any costs or fees, including attorney fees, related to the subdivision of the one-acre Home Place parcel and Shirley's residence, plus interest at the statutory rate. These costs or fees shall include, but are not limited to, \$6,263.52 in costs provided for in the Findings of Fact and Conclusions of Law and any further or additional costs or fees.

c. With respect to Defendant's' one-half share of the \$6,263.52 in costs provided in Paragraph 3.b., Defendants are ordered regarding the same to pay Plaintiffs the principal sum of \$3,131.76. Interest on this sum shall accrue at the statutory rate, which currently is 5.25% per annum, from the date of this Judgment until paid in full.

4. That Defendants must transfer to Plaintiffs the west two-thirds of the Melon Valley Ranch property as depicted in Plaintiffs' Exhibit AA, "Updated Map of Melon Valley Ranch Property Split." The Plaintiffs shall complete the subdivision of the

subdivision of the Melon Valley Ranch property. The Defendants shall fully cooperate with Plaintiffs to insure the timely completion of the property split avoiding unreasonable delay in all aspects of the split. Further:

a. Defendants and Plaintiffs shall share equally in the costs of this division including the construction of a five wire barbed wire fence, property split application fees, necessary attorney fees and surveyor's fees.

b. Plaintiffs must select the contractor to construct the fence on the new boundary within 30 days of entry of judgment.

c. Defendants and Plaintiffs must enter into the license agreement in substantially the same form set forth in Attachment II to the Findings of Fact and Conclusions of Law regarding Defendants' roadway access across Plaintiffs' portion of the Melon Valley Ranch.

d. Defendants and Plaintiffs must enter into the right of first refusal agreement in substantially the same form set forth in Attachment III to the Findings of Fact and Conclusions of Law. Plaintiffs and Defendants must record with each applicable county recorder a memorandum memorializing the right of first refusal agreement within 30 days of the entry of judgment.

* 5. That Defendants must transfer to Plaintiffs, or Plaintiffs shall acquire, certain water rights or water interests related to the Melon Valley Ranch property as follows:

* a. Defendants must transfer to Plaintiffs forty-seven (47) Twin Falls Canal Company shares.

* b. Defendants must transfer to Plaintiffs water right nos. 47-00195, 47-00197, 47-02191, 47-13997, and 47-14000 and all other water rights or water interests

appurtenant to the Melon Valley Ranch property, except for 88 certain Twin Falls Canal Company shares to be retained by Defendants.

* c. Plaintiffs shall acquire the right to claim or apply for a permit to historic diversions of water from the J3 coulee or other sources at their own expense.

* d. Plaintiffs shall have the right to transfer off of Defendants' portion of the Melon Valley Ranch the place(s) of use of all water rights accorded to Plaintiffs.

* e. Defendants and Plaintiffs shall share equally in all costs or fees, including attorney fees, related to the transfer from Defendants to Plaintiffs of the Melon Valley Ranch water rights or water shares, plus interest at the statutory rate. These costs or fees shall include, but are not limited to, \$2,554.26 in costs for preparation of Mr. David Tuthill's recommendations (Plaintiffs' Exhibit X) and any further or additional costs or fees.

f. With respect to Defendants' one-half share of the \$2,554.26 in costs provided for in Paragraph 5.e., Defendants are ordered regarding the same to pay Plaintiffs the principal sum of \$1,277.13. Interest on this sum shall accrue at the statutory rate, which currently is 5.25% per annum, from the date of this Judgment until paid in full.

* 6. That Defendants and Plaintiffs must cause to be split the Melon Valley Ranch irrigation system in the manner described in Mr. David Tuthill's recommendations (Plaintiffs' Exhibit X), and provided as follows:

* a. Plaintiffs shall choose the contractor to perform the necessary work including the addition of separate power meters for the pivots.

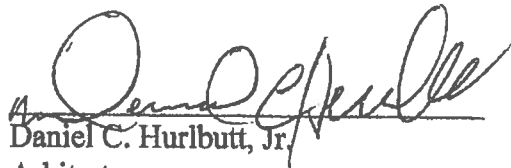
* b. Defendants shall pay one-half of all costs to split the Melon Valley

✕ Ranch water irrigation system. Within 14 days of entry of judgment, Defendants must escrow sufficient personal cash funds or provide an irrevocable letter of credit, as provided in the joint use and maintenance agreement set forth in Attachment I to the Findings of Fact and Conclusions of Law, to secure payment of Defendants' one-half share of the estimated cost of the irrigation system split in the amount of \$7,000. The deposit of this \$7,000 does not affect Defendants' obligation to pay one-half of all costs, where actual costs exceed this estimate.

c. Defendants and Plaintiffs must enter into the joint use and maintenance agreement in substantially the same form set forth in Attachment I to the Findings of Fact and Conclusions of Law regarding the Defendants' and Plaintiffs' access to and use of the Melon Valley Ranch water irrigation system.

7. That the judgment entered as described above shall be augmented in the amount of reasonable costs and attorney fees expended by Plaintiffs in collecting the judgment by execution or otherwise as shall be established by affidavit filed by a representative of the Plaintiffs.

Dated this 17 day of July 2013.

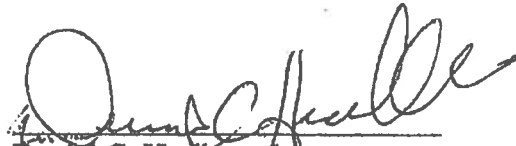

Daniel C. Hurlbutt, Jr.
Arbitrator

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of July 2013, I caused to be served a true and correct copy of the foregoing judgment by U.S. Mail, and addressed to the following:

Scott D. Hess
Holland & Hart LLP
Suite 1400, U.S. Bank Plaza
101 South Capitol Boulevard
PO Box 2527
Boise, ID 83701-2527

Andrew B. Wright
Wright Brothers Law Office, PLLC
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Daniel C. Hurlbutt, Jr.
Arbitrator