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NOV 27 2013

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
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?
2-2261D	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Gisela Schaal
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): War Eagle Farms, LLC
New owner(s) as listed on the conveyance document

21610 Robinson Rd. Oreana Id 83650
Mailing address City State ZIP
(208) 834-2926 rjames.5024@yahoo.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: Sept 26, 2013

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: Michael James Mr. 11-26-2013
Signature of new owner/claimant Title, if applicable Date
Signature: Rhonda James Member 11-26-2013
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JP Date 11-27-13 Receipt No. 0098017 Receipt Amt. 25.00
Approved by _____ Processed by CW Date 11-29-13

②

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:207433

FOR VALUE RECEIVED

Gisela Schaal, a single woman, as to a Life Estate, and Gisela Schaal, as Trustee of the Gisela Schaal Trust under Trust Agreement dated July 16, 2001 and her substitutes and successors as Trustees thereunder, as to the remainder

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

War Eagle Farms, LLC, an Idaho Limited Liability Company

whose current address is

**21610 Robinson Road
Oreana, ID 83650**

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

**In Township 4 South, Range 2 East, B.M. Owyhee County, Idaho
Section 7: SW1/4SE1/4**

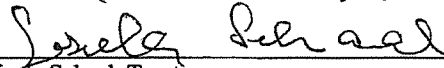
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: 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: September 26, 2013


Gisela Schaal

The Gisela Schaal Trust dated July 16, 2001


Gisela Schaal, Trustee

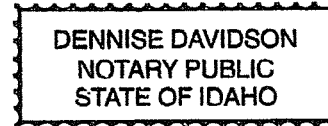
State of Idaho } ss
County of Canyon }

On this 26th day of September, 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared Gisela Schaal, known or identified to me to be the person whose name is 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.



Notary Public for the State of Idaho
Residing at: DENNISE DAVIDSON
Commission Expires: RESIDING IN MERIDIAN, IDAHO
MY COMMISSION EXPIRES ON 4/20/2016



State of Idaho } ss
County of Owyhee }

On this 26th day of September, 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared Gisela Schaal, known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Gisela Schaal Trust dated July 16, 2001, and acknowledged to me that she executed the same as Trustee.

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



Notary Public for the State of Idaho
Residing at: DENNISE DAVIDSON
Commission Expires: RESIDING IN MERIDIAN, IDAHO
MY COMMISSION EXPIRES ON 4/20/2016

