

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
SEP 20 2013
Department of Water Resources
Eastern 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?
15-7347	Yes ☒		Yes ☐		Yes ☐
15-7347 15-7370	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Peoa River Valley Ranch, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): 2M Brand, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|----------------------------|----------------------------|-----------|-------------------|
| <u>2870 East Fork Road</u> | <u>Rockland</u> | <u>ID</u> | <u>83271-0269</u> |
| Mailing address | City | State | ZIP |
| <u>208-548-2345</u> | <u>scott@directcom.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: July 15, 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: Scott J. Driehs Member 2M Brand 09-12-13
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 9/20/2013 Receipt No. E039126 Receipt Amt. \$125.-
Approved by JB Processed by JB Date 10/23/2013

SUPPORT DATA

IN FILE # 15-7347

COPY

COPY

NTO-64747

**"THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE."**

BILL OF SALE
(WITH WARRANTIES)

Know all men by these presents:

That Lawrence Victor Riches, Jr. and Carolyn C. Riches, as Trustees of the Riches Family Trust, dated June 12, 1998 and Kevin G. Riches and Melissa Bredt Riches, as Co-Trustees of the Kevin and Melissa Riches Revocable Trust, dated July 19, 2001 and Peoa River Valley Ranch, LLC and Triple R. Development and The Creative Center of Los Altos, Inc. and Peoa River Valley Ranch Land, LLC the seller(s), for and in consideration of the sum of ten dollars and other good and valuable considerations, to them in hand paid by 2M Brand, LLC the buyer(s), the receipt whereof is hereby acknowledged, have bargained, sold, assigned and transferred, and by these presents do bargain, sell, assign and transfer unto said buyer(s) that certain personal property now at:

Oneida County, Malad City, ID 83252
Oneida County, State of ID

Particularly described as follows:

AS PER REAL ESTATE PURCHASE CONTRACT

5 1/2 Shares Samaria Frr.

50% of water right # 15-7347

Future improvements and maintenance of well and water right #15-7347 to be split 50/50 between buyer and seller

BLM Right of Way Grant #101-037251

and the seller(s) upon the consideration recited above warrants ownership of and good title to said property, the right to sell the same and that there are no liens, encumbrances or charges thereon or against the same and to defend the title and possession transferred to the buyer(s) against all lawful claims.

In witness whereof, we have hereunto set our hands this July 10, 2013.

Scott Hendrickson

2M Brand, LLC

By: Scott Hendrickson, Member/Manager

Lawrence Victor Riches, Jr. and Carolyn C. Riches, as Trustees of the Riches Family Trust, dated June 12, 1998

Lawrence Victor Riches, Jr.
Lawrence Victor Riches, Jr., Trustee

Date: 7/8/13

Carolyn C. Riches
Carolyn C. Riches, Trustee

Date: 7/8/13

Kevin G. Riches and Melissa Bredt Riches, as Co-Trustees of the Kevin and Melissa Riches Revocable Trust, dated July 19, 2001

Kevin G. Riches
Kevin G. Riches, Trustee

Date: 7-9-13

Melissa Bredt Riches
Melissa Bredt Riches, Trustee

Date: 7-9-13

Peoa River Valley Ranch, LLC


By: Jared Simpson, Member/Manager
Triple R. Development, LLC

Date: 7/10/13

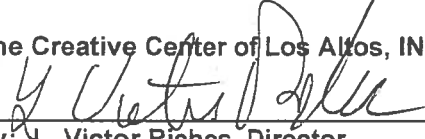

By: Tina Simpson, Member/Manager

Date: 7/10/13


By: Kevin Riches, Manager

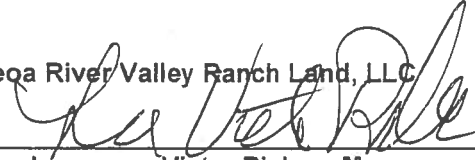
Date: 7-9-13

The Creative Center of Los Altos, INC.


By: L. Victor Riches, Director

Date: 7/8/13

Peoa River Valley Ranch Land, LLC


By: Lawrence Victor Riches, Manager

Date: 7/8/13

COPY

NTO-64747
When Recorded Mail To:
2M Brand, LLC
4780 Rockland Highway, P.O. Box 269
Rockland, ID 83271

150001
15 July 2013
At 11:20 O'clock AM
Natalie Murphy
Oneida Co. Recorder
Fees \$ 34.00 Deputy
Recorded at Request of
Nathaniel Title Co.

WARRANTY DEED

Lawrence Victor Riches, Jr. and Carolyn C. Riches, as Trustees of the Riches Family Trust, dated June 12, 1998, residing at 1775 Espana Way, Morgan Hill, CA 95037, and

Kevin G. Riches and Melissa Bredt Riches, as Co-Trustees of the Kevin and Melissa Riches Revocable Trust, dated July 19, 2001, residing at 217 Mapache, Portola Valley, CA 94028, and

Peoa River Valley Ranch, LLC, whose principle address is 3970 East Hwy 36, Malad City, ID 83252, and

Triple R. Development, LLC, whose principle address is 217 Mapache, Portola Valley, CA 94028, and

The Creative Center of Los Altos, INC., whose principle address is 4732 El Camino Real, Los Altos, CA 94022, and

Peoa River Valley Ranch Land, LLC, whose principle address is 171 Main Street, #290, Los Altos, CA 94022

Grantor(s) hereby *CONVEY AND WARRANT* to

2M Brand, LLC, an Idaho limited liability company

Grantee(s) of Rockland, County of Power, State of Idaho for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of Idaho:

See attached Exhibit "A"

Together with a 50% (1/2) ownership is Water Right #15-7347 (Peoa River Valley Ranch, LLC, (Grantor) retains 50% (1/2 interest). All future expenses for improvement and/or maintenance to well and water right #15-7347 will be paid 50% by Peoa River Valley Ranch, LLC and 50% by 2M Brand, LLC. All other remaining water rights appurtenant to the property are included. Also together with BLM Right of Way grant #101-037251.

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

The officers, managers, trustees, and/or individuals who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized and approved under a resolution, articles of organization, and/or trust agreements of the grantor(s).

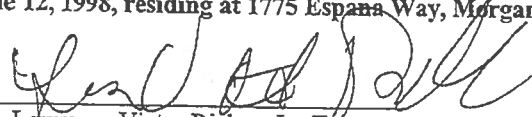
Dated June 30, 2013.

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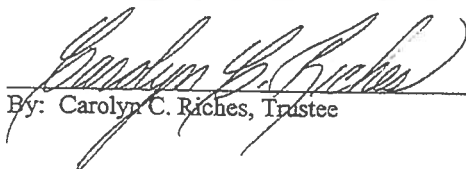
7/15/13

150001

Lawrence Victor Riches, Jr. and Carolyn C. Riches, as Trustees of the Riches Family Trust, dated June 12, 1998, residing at 1775 Espana Way, Morgan Hill, CA 95037


By: Lawrence Victor Riches, Jr., Trustee

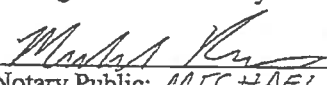
Lawrence Victor Riches, Jr. and Carolyn C. Riches, as Trustees of the Riches Family Trust, dated June 12, 1998, residing at 1775 Espana Way, Morgan Hill, CA 95037


By: Carolyn C. Riches, Trustee

State of: CALIFORNIA)
County of: SANTA CLARA)ss:

On this 8 day of JULY, 2013, before me, a Notary Public in and for said State, personally appeared **Lawrence Victor Riches, Jr., and Carolyn C. Riches**, known to me to be the Trustee(s) of the Riches Family Trust, dated June 12, 1998, and the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as such Trustee(s).




Notary Public: MICHAEL RAMOS
Residing: MORGAN HILL
Expires: AUG 4, 2016

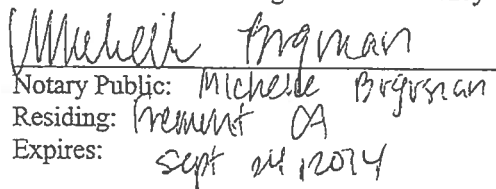
Kevin G. Riches and Melissa Bredt Riches, as Co-Trustees of the Kevin and Melissa Riches Revocable Trust, dated July 19, 2001, residing at 217 Mapache, Portola Valley, CA 94028

By: Kevin G. Riches, Trustee

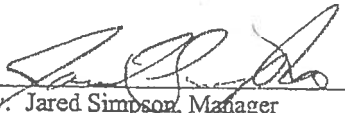
Kevin G. Riches and Melissa Brecht Riches, as Co-Trustees of the Kevin and Melissa Riches Revocable Trust, dated July 19, 2001, residing at 217 Mapache, Portola Valley, CA 94028

By: Melissa Bredt Riches, Trustee

On this 9th day of July, 2013, before me, a Notary Public in and for said State, personally appeared **Kevin G. Riches and Melissa Brett Riches**, known to me to be the Trustee(s) of the **Kevin and Melissa Riches Revocable Trust, dated July 19, 2001**, and the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as such Trustee(s).



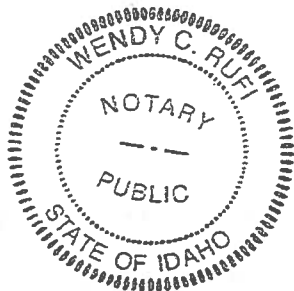
Peoa River Valley Ranch, LLC

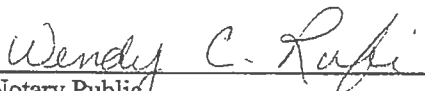

By: Jared Simpson, Manager


By: Tina Simpson, Manager

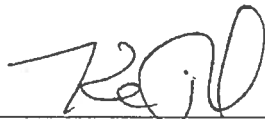
State of: ID)
County of: Oneida)ss:

On July 10th, 2013 ^{WR}~~July 8, 2013~~, personally appeared before me, **Jared Simpson and Tina Simpson**, who, being by me duly sworn, did say that he/she is the Manager/Member of **Peoa River Valley Ranch, LLC** and that the said instrument was signed on behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individuals acknowledged to me that said Company executed the same.




Notary Public
Residing: Downey ID
Expiration: 2-28-2017

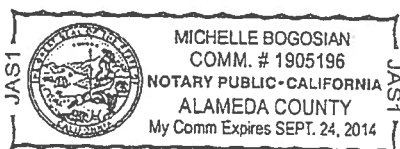
Triple R. Development, LLC



By: Kevin Riches, Manager

State of: California)
 County of: San Mateo)ss:

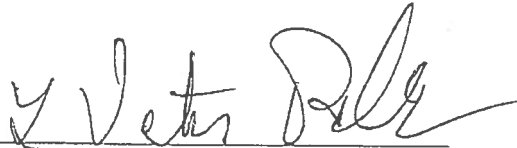
On July 9, 2013 ~~July 8, 2013~~, personally appeared before me, Kevin Riches, who, being by me duly sworn, did say that he is the Manager/Member of **Triple R. Development, LLC** and that the said instrument was signed on behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.



Michelle Bogosian
 Notary Public Michelle Bogosian
 Residing: Fremont, CA
 Expiration: Sept 24, 2014

150001

The Creative Center of Los Altos, INC.

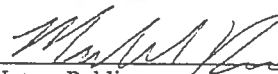

By: L. Victor Riches, Director

State of: CALIFORNIA

County of: SANTA CLARA

On this 8 day of JULY, 2013, personally appeared before me L. Victor Riches, who being duly sworn did say that he is the Director of The Creative Center of Los Altos, Inc., and that the within foregoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors or its by-laws and who duly acknowledged to me that said corporation executed the same.




Notary Public

Peoa River Valley Ranch Land, LLC


By: Lawrence Victor Riches, ManagerState of: CALIFORNIA)
County of: SANTA CLARA)ss:

On JULY 8, 2013 July 8, 2013, personally appeared before me,
Lawrence Victor Riches, who, being by me duly sworn, did say that he is the Manager/Member
of **Peoa River Valley Ranch Land, LLC** and that the said instrument was signed on behalf of
said Limited Liability Company by the authority of its Articles of Organization and Operating
Agreement, and the aforesaid individual acknowledged to me that said Company executed the
same.

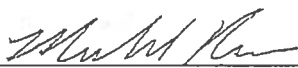
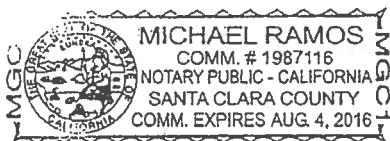

Notary Public MICHAEL RAMOS
Residing: MORGAN HILL
Expiration: AUG 4, 2016

Exhibit "A"

Parcel 1:

A parcel of land located in Section 27, Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho and further described as follows:

Beginning at the North quarter corner of Section 34, Township 15 South, Range 35 East, Boise Meridian, from which the Northwest corner of Section 34 bears North 89° 59' 50" West 2646.57 feet; Thence North 89° 59' 50" West 790.35 feet along the North line of said Section 34 to a 5/8" rebar with cap; Thence North 46° 32' 43" East 1088.75 feet more or less to the meridional center line of said Section 27; Thence South 748.86 feet along said center line to the True Point of Beginning.

Township 15 South, Range 35 East, Boise Meridian

Section 20: Southeast quarter of the Southeast quarter

Section 21: Southwest quarter

Section 28: All

Section 29: North half of the Northeast quarter; South half of the North half; South half

Section 30: East half of the Southeast quarter

Section 32: North half of the Northwest quarter of the Northwest quarter

Township 15 South, Range 35 East, Boise Meridian;

Section 26; Northwest quarter; Northeast quarter.

Parcel 2:

A parcel of land situated in Oneida County, Idaho, described as follows:

Township 15 South, Range 35 East, Boise Meridian;

Section 16: South half of the Southeast quarter; Southeast quarter of the Southwest quarter.

Section 21: East half

Section 22: West half

Section 26: Southwest quarter

Section 27: East half

Section 35: Northeast quarter

A parcel of land located in Section 34, Township 15 South, Range 35 East Boise Meridian, Oneida County, Idaho and further described as follows:

All of the North-half of the North-half of said Section 34 lying North and East of the following described fence line:

Beginning at the Northeast corner of said Section 34 from which the North quarter corner of Section 34 bears North 89° 57' 49" West 2651.18 feet; thence South 43.00 feet along the East line of said Section 34 to the intersection of a fence line, the True Point of Beginning; thence along said fence line the following ten courses:

thence South 56° 17' 41" West 1592.50 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 4735"; South 76° 25' 56" West 451.46 feet to a 5/8" rebar with cap; South 82° 45' 08" West 248.13 feet to a 5/8" rebar with cap; South 89° 16' 53" West 278.55 feet to a 5/8" rebar with cap; North 81° 19' 32" West 677.95 feet to a 5/8" rebar with cap; North 76° 56' 02" West 261.30 feet to a 5/8" rebar with cap; North 77° 12' 37" West 696.81 feet to a 5/8" rebar with cap; North 77° 54' 03" West 843.70 feet to a 5/8" rebar with cap; North 77° 02' 25" West 418.80 feet to a 5/8" rebar with cap; North 12° 00' 44" East 493.73 feet to a 5/8" rebar with cap set on the North line of said Section 34; thence North 89° 59' 50" West 274.82 feet along said North line to the Northwest corner of

Section 34.

Subject to a right of way described as follows: Beginning at the point an existing roadway (which runs through the property owned by M.J. Davis Memorial Limited Partnership) intersects the Southerly Section line of Section 27 and the Northerly Section line of Section 34, Township 15 South, Range 35 East, Boise Meridian; thence running in a Southeasterly direction along said existing roadway to the Northeast property line (and an existing fence line) of the above described property; thence following said roadway and existing fence line to the Northeast corner of Section 34, Township 15 South, Range 35 East, Boise Meridian.

Said Easement may be modified by the above parties by mutual agreement.

Parcel 3:

All that part of the following described tract lying South and West of Samaria Road located in Sections 23, 24 and 25, Township 15 South, Range 35 East of the Boise Meridian, Oneida County, Idaho, and described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of Section 23, above Township and Range; thence North 2640 feet; thence East 6600 feet; thence South 1026 feet; thence North 74°39' West 472.84 feet; thence South 23°00' West 194.24 rods; thence West 708 feet; thence South 12°35' West 2742.5 feet to the South line of the North Half of the Southwest Quarter of said Section 25; thence West 968 feet; thence North 12°45'

East 2742.5 feet to the Forty Subdivision line; thence West 611 feet to the Southwest Corner of the Northwest Quarter of the Northwest Quarter of said Section 25; thence North 1320 feet to the Northwest Corner of Section 25; thence West 2640 feet to the Place of Beginning.

Excepting therefrom the following three tracts:

1. Commencing at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 15 South, Range 35 East, Boise Meridian; thence running North 12°45' East 1924.12 feet; thence South 68°26' East 947 feet; thence South 12°35' West 1566.2 feet; thence West 964.14 feet to Point of Beginning.
2. Commencing at the Corner between Sections 23 and 25, Township 15 South, Range 35 East, Boise Meridian; thence running South 68°20'56" East 886.55 feet for the True Point of Beginning; thence running South 63°21'10" East 208 feet; thence South 63°12'49" East 464.57 feet; thence South 64°06'21" East 320.47 feet; thence South 63°33'46" East 615.19 feet; thence South 23°00'00" West 214.17 feet; thence West 740.79 feet; thence South 12°38'26" West 1125.82 feet; thence North 68°26' West 947 feet; thence North 12°45'00" East 777.67 feet; thence North 15°09'25" East 303.06 feet; thence North 15°10'34" East 624.17 feet to the True Point of Beginning.
3. Commencing at a point on the Southern Right of Way boundary of Samaria Road (a County Road) which intersects with the Eastern boundary of Section 23, Township 15 South, Range 35 East, Boise Meridian (the Point of Beginning); thence running South along the Eastern boundary of Sections 23 and 26 to the Quarter Corner of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 26; thence East 570 feet; thence North 07°23'55" East 97 feet; thence North 15°09'25" East 303.06 feet; thence North 15°10'34" East 624.17 feet; thence Northwesterly along the Southern Right of Way boundary of Samaria Road to the Point of Beginning.