

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED *DE*

JUL 31 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?
67-07875	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Arthur A. Fairchild
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Tree Top Ranches LP
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|-----------------------|------------------------------------|-----------|--------------|
| <u>P. O. Box 8126</u> | <u>Boise</u> | <u>ID</u> | <u>83707</u> |
| Mailing address | City | State | ZIP |
| <u>208-377-0998</u> | <u>wjmulder@treetopranches.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: 11-04-2004
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: *[Signature]* BY LDW, INC., ITS GEN. PR. 07.29.2013
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ LARRY D. WILLIAMS, PRES. _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by *[Signature]* Date 7-31-13 Receipt No. 0097556 Receipt Amt. 25.00
Approved by _____ Processed by *[Signature]* Date 8-2-13

FAIRCHILD / WILLIAMS

NOV 26, 2003

195471

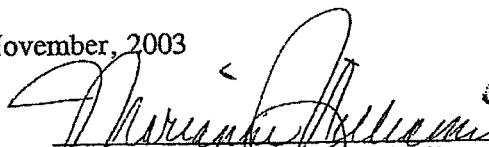
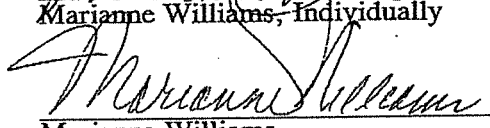
WARRANTY DEED

FOR VALUE RECEIVED, FAIRCHILD TREE TOP RANCH, LTD, an Idaho limited partnership and MARIANNE WILLIAMS, Personal Representative of the Estate of Arthur Fairchild, the Grantor, does hereby grant, bargain, sell and convey unto TREE TOP RANCHES, L.P., an Idaho limited partnership, of 914 Houston Road, Boise, Idaho 83706, the Grantee, the following described premises, to-wit:

See **Exhibit "A"** attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee that it is the owner in fee simple of said premises; that said premises are free from all encumbrances, liens and assessments, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 26th day of November, 2003

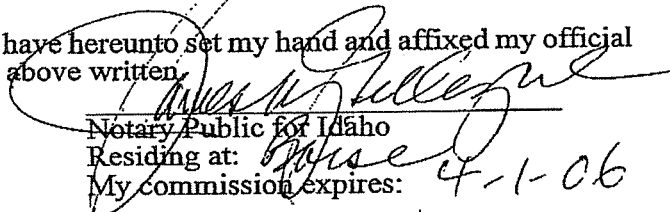

Marianne Williams, Individually

Marianne Williams
Personal Representative of the
Estate of Arthur Fairchild

STATE OF IDAHO)

County of Ada) ss.

On this 26th day of November, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared MARIANNE WILLIAMS, Personal Representative of the Estate of Arthur Fairchild, known or identified to me to be the Personal Representative of the Estate of Arthur Fairchild, whose name is subscribed to the within instrument and acknowledged to me that she executed the 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 Idaho

Residing at: Boise

My commission expires: 4-1-06

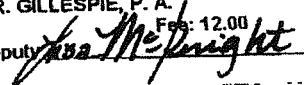
Instrument # 195471

WEISER, WASHINGTON, IDAHO

2004-11-04 08:45:00 No. of Pages: 4

Recorded for: JAMES R. GILLESPIE, P. A.

SHARON WIDNER

Ex-Officio Recorder Deputy 

Index to: DEED

WARRANTY DEED

195471

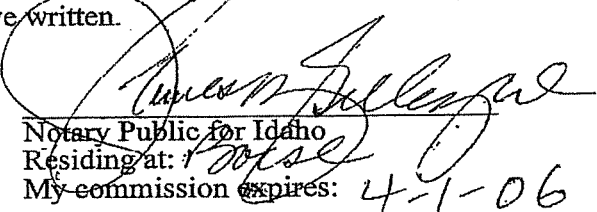
STATE OF IDAHO)

County of Ada)

ss.

On this 28th day of November, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared MARIANNE WILLIAMS, individually, 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.

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 Idaho

Residing at: Boise

My commission expires: 4-1-06

WARRANTY DEED

EXHIBIT "A"

IN TOWNSHIP 13 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN,
WASHINGTON COUNTY, IDAHO:

- ✓ Section 2: SW1/4 (160 acres) ✓
- ✓ Section 3: SW1/4 W1/2SE Lots 6-7 (300.80 acres)
- ✓ Section 4: E1/2SE (80 acres)
- ✓ Section 10: NW1/4 W1/2NE N1/2SW NWSE/LOTS 1, 2, 3 (451.04 acres)
- ✓ Section 11: E1/2SW (80 acres)
- ✓ Section 11: SWSE E1/2SE (120 acres)
- ✓ Section 12: S1/2SW SWSE (120 acres)
- ✓ Section 13: S1/2NWNW N1/2SWNW (40 acres)
- ✓ Section 13: E1/2NWS1/2SWNW N1/2NWNW W1/2NE (200 acres) (house/mill)
- ✓ Section 13: SWSW TN-9 (64 acres)
- ✓ Section 13: N1/2SW; TN-3 (80.94 acres)
- ✓ Section 14: NESE; NENE; SENE; W1/2NE; NWSE (236.82 acres)
- ✓ Section 14: E1/2NW (80 acres)
- ✓ Section 14: SWSE; NESW; S1/2SW (160 acres)
- ✓ Section 14: SESE (40 acres)
- ✓ Section 15: LOT 4 SWSE (73.71 acres)
- ✓ Section 22: LOT 1 NWNE (74.36 acres)
- ✓ Section 22: Lot 2 (34.80 acres)
- ✓ Section 22: N 30.45 acres of LOT 3 (30.45 acres)
- Section 23: SE 5 AC OF SWNW; SE 35 AC OF SENW; SE 5 AC OF NENW;
NWSW N OF OLD HWY; NESW; S1/2NWSSESW; NESESW;
S1/2SESW; NWNE; SWNE W OF OLD HWY (222 acres)
- ✓ Section 23: NW 5 AC OF SENW; NW 35 AC OF SWNW; NWNW; NW 35 AC
OF NENW; SWNE E OF OLD HWY (123 acres)
- ✓ Section 24: NWNW TN-4 (70 acres)

IN TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN,
WASHINGTON COUNTY, IDAHO:

- ✓ Section 29: SENE E1/2SE (120 acres)
- ✓ Section 29: S1/2SW NESW W1/2SE (200 acres)

IN TOWNSHIP 13 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN,
WASHINGTON COUNTY, IDAHO:

- ✓ Section 10: SE 5.12 AC OF SESE (5.12 acres)

Exhibit "A" to WARRANTY DEED -1-

$$5.12 \times 2 = 10.24 \quad 43560$$

$$\sqrt{\quad} = 667.8$$

Williams

195471

- ✓ Section 11: SW 10.96 AC OF SWSW (10.96 acres)
- ✓ Section 14: NW 86.50 AC OF W1/2 (86.50 acres)
- ✓ Section 15: 27.95 AC OF E1/2NE1/4 (27.95 acres)

IN TOWNSHIP 14 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN,
WASHINGTON COUNTY, IDAHO:

- Section 32: S 40 AC OF NE1/4; S 20 AC OF E1/2NW; NESW; NWSE (140 acres)
- Section 33: S 20 A W1/2NW SW1/4 W1/2SE SESE (300 acres)
- Section 34: SWSW (40 acres)

Together with all water, water rights, ditch and reservoir rights and all federal and state grazing rights and permits, fences, buildings, improvements and fixtures.

$$\begin{array}{r}
 2640 \\
 86.5 \cdot 2 = 173 \\
 \hline
 43560 \\
 7,535,880 \\
 \div 1730 = \\
 78
 \end{array}$$

$$\begin{array}{r}
 150 \\
 1320 \quad \times \\
 \hline
 2854 \\
 = 324
 \end{array}$$

$$\begin{array}{r}
 10.96 \\
 977
 \end{array}$$

$$\begin{array}{r}
 150 \\
 1320 \quad \times \\
 \hline
 977
 \end{array}$$

$$\begin{array}{r}
 2745 \\
 1320 \times =
 \end{array}$$

$$27.95 \cdot 43560 =$$

$$= 461 \times 2640$$

$$\frac{1}{2} \times 2 = 3,767,940$$

$$\frac{1}{2} \quad 1944$$

$$\begin{array}{r}
 150 \\
 1320 \quad \times \\
 \hline
 461
 \end{array}$$

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 67-07875

Priority: October 10, 1991

Maximum Diversion Rate: 1.62 CFS
Maximum Diversion Volume: 742.0 AF

It is hereby certified that ARTHUR A FAIRCHILD
2324 AIRPORT RD
MIDVALE ID 83645 has complied with the terms and
conditions of the permit, issued pursuant to Application for Permit dated September 30, 1991; and has
submitted Proof of Beneficial Use on July 11, 1995. An examination confirms water is diverted from:

SOURCE

GROUND WATER

and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL DIVERSION VOLUME</u>
IRRIGATION	03/15 to 10/31	1.62 CFS	742.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SW1/4SW1/4 Sec. 29, Twp 14N, Rge 03W, B.M. WASHINGTON County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE	NW	SW	SE	Totals
14N 03W 29	NE NW SW SE	NE NW SW SE	NE NW SW SE	NE NW SW SE	Totals
	40.0	40.0	40.0	40.0	320.0

Total Acres: 320

CONDITIONS OF APPROVAL

1. Rights 67-7875 and 67-7005 when combined shall not exceed the irrigation of 320 acres.
2. The following rights are diverted through point(s) of diversion described above: 67-7005 & 67-7875.
3. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
4. The diversion and use of water described in this right may be subject to additional limitations agreed to by the protestant(s) and the right holder under separate agreement to which the Department is not a party and which may be enforceable by a court of law.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed and sealed this 11th day of June, 2013.

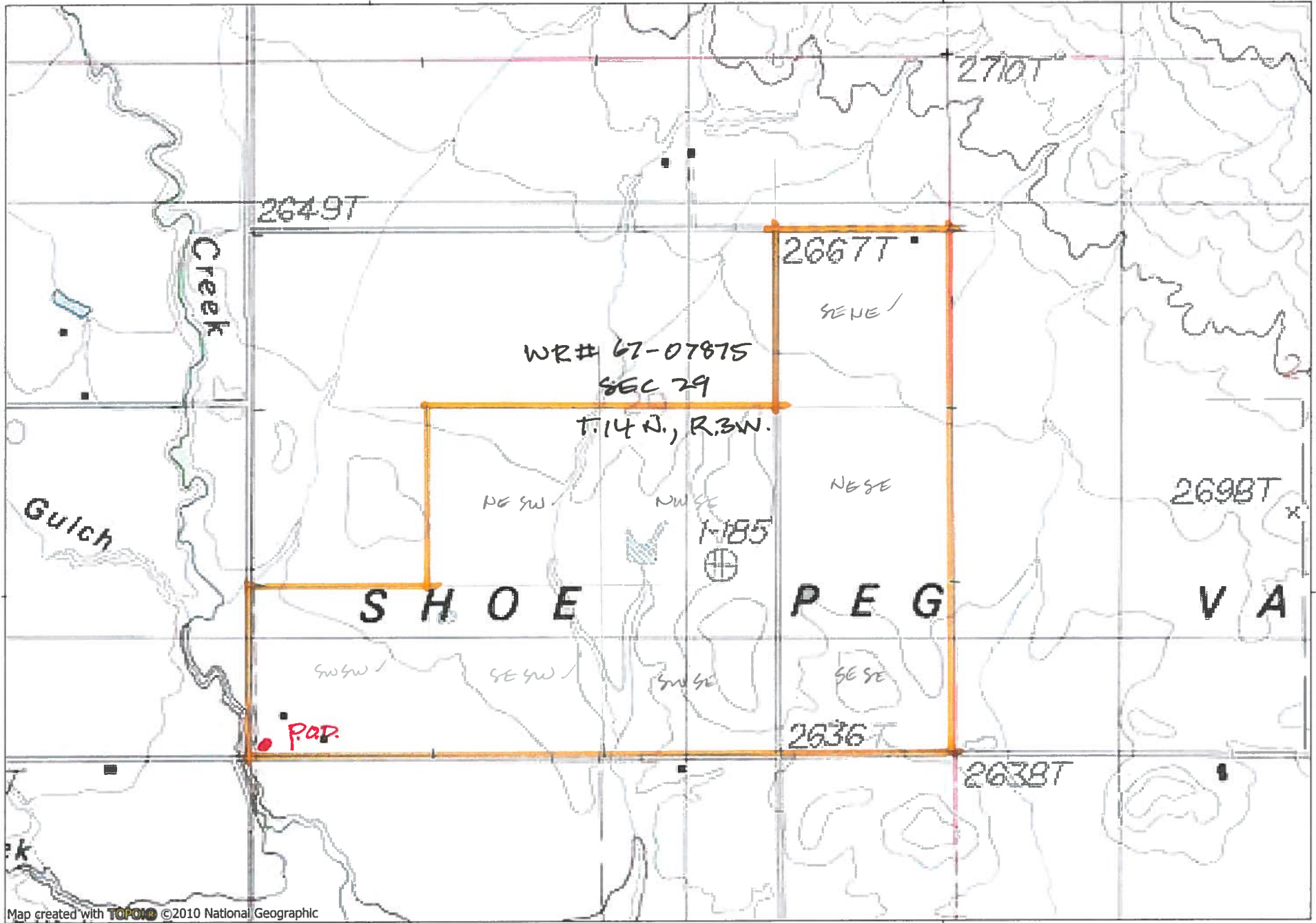
Shelley W. Keen
for GARY SPACKMAN
Director

116°44.000' W

WGS84 116°43.000' W

44°31.000' N

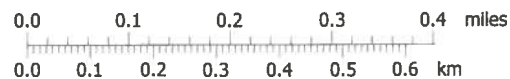
44°31.000' N



Map created with TOPO! ©2010 National Geographic

116°44.000' W

WGS84 116°43.000' W



TN* / MN
14°
07/29/13