

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED DE

FEB 17 2012

DEPT. OF WATER RESOURCES  
SOUTHERN REGION

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?                       |
|-----------------------|------------------------------|-----------------------|------------------------------|-----------------------|------------------------------|
| 51-00130              | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
| 51-00131              | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
| 51-10348              | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Deadwood Ranch LLC  
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Brackett Ranches Limited Partnership  
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

261 Devil Creek Road

Mailing address

Castleford ID 83321

City State ZIP

208 537-9928

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: \_\_\_\_\_

6. 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.

7. Signature: I. Brackett managing partner Feb 17 2012  
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 th Date 2-17-2012 Receipt No. 5032358 Receipt Amt. 100

Approved by \_\_\_\_\_ Processed by \_\_\_\_\_ Date \_\_\_\_\_

SUPPORT DATA

TWIN FALLS COUNTY  
RECORDED FOR:  
TWIN FALLS TITLE  
10:36:44 am 11-10-2005  
2005-025557  
NO. PAGES: 3 FEE: \$9.00  
KRISTINA GLASCOCK  
COUNTY CLERK  
DEPUTY: CUMBAR

T051483

## WARRANTY DEED

FOR VALUE RECEIVED, DEADWOOD RANCH, ~~LLC~~ <sup>LLC</sup> an Idaho limited liability company, the Grantor, does hereby grant, bargain, sell and convey unto BRACKETT RANCHES LIMITED PARTNERSHIP, an Idaho limited partnership, the Grantee\*, the following described premises, to-wit:

**\*WHOSE ADDRESS IS NOY E. BRACKETT, III, FLAT CREEK RANCH, ROGERSON, ID 83302**  
See Exhibit "A" attached hereto and by this reference made a part  
hereof.

Together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting such real property and any of Grantor's rights to use the same; (iv) any and all rights of ingress and egress to and from such real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor's relating to such real property (present or revisionary); (vi) any and all rights to the present or future use of waste water, waste water capacity, drainage, water or other utility facilities to the extent such rights pertain to or benefit such real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor's, if any, to any leases covering all or any portion of such real property; and (viii) all right, title and interest of Grantor's, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding such real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to such real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to such real property and (d) any and all reversionary interests in and to such real property (such real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

TO HAVE AND TO HOLD the said Property together with all and singular the rights

and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind DEADWOOD RANCH, L.L.C., and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, to the full extent such matters are valid and subsisting and affect the Property.

DATED this 8th day of November, 2005.

DEADWOOD RANCH, LLC

By Linda D. Bunch  
Linda D. Bunch, Member

By Charles William Drown  
Charles William Drown, Member

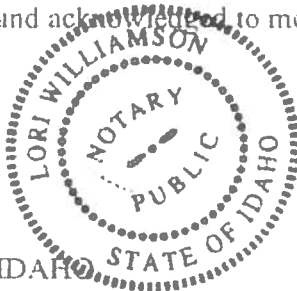
*DROWN*

STATE OF IDAHO )

: ss.

COUNTY OF TWIN FALLS )

On this 8th day of November, 2005, before me, the undersigned, a Notary Public for Idaho, personally appeared LINDA D. BUNCH, known or identified to me to be a member of DEADWOOD RANCH, LLC, the Idaho limited liability company, that executed the foregoing instrument, and acknowledged to me that she executed the same on behalf of said limited liability company.



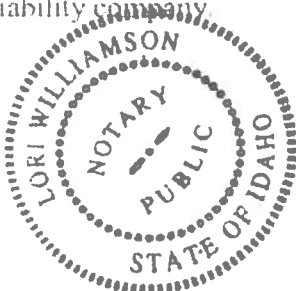
Lori Williamson  
Notary Public for Idaho *Filey Tel*  
Commission Expires: 1/26/2010

STATE OF IDAHO )

: ss.

COUNTY OF TWIN FALLS )

On this 9th day of November, 2005, before me, the undersigned, a Notary Public for Idaho, personally appeared CHARLES WILLIAM DROWN, known or identified to me to be a member of DEADWOOD RANCH, LLC, the Idaho limited liability company, that executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.



Lori Williamson  
Notary Public for Idaho *Filey Tel*  
Commission Expires: 1/26/2010

**EXHIBIT "A"**  
**TWIN FALLS COUNTY LAND**

The land referred to in this Exhibit "A" is described as follows:

Township 16 South, Range 12 East of the Boise Meridian, Twin Falls County, Idaho

Section 14: The Southwest Quarter of the Southwest Quarter

Section 15: The Southeast Quarter of the Northeast Quarter; East one half of the Southeast Quarter; West one half of the East one half, except the West 18 46 acres.

**Instrument # 254089**

MURPHY, OWYHEE, IDAHO

2005-11-10

04:27:08 No. of Pages: 3

Recorded for : PIONEER TITLE CO

CHARLOTTE SHERBURN

Ex-Officio Recorder Deputy

Index to: DEED WARRANTY

Fee: 9.00

No warranties of any kind are implied  
nor representation made by Pioneer  
Title Company regarding this document  
or its affect on the land it involves.

T051483/P07357

**WARRANTY DEED**

FOR VALUE RECEIVED, DEADWOOD RANCH, L.L.C., an Idaho limited liability company, the Grantor, does hereby grant, bargain, sell and convey unto BRACKETT RANCHES LIMITED PARTNERSHIP, an Idaho limited partnership, the Grantee, the following described premises, to-wit:

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

Together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting such real property and any of Grantor's rights to use the same; (iv) any and all rights of ingress and egress to and from such real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor's relating to such real property (present or revisionary); (vi) any and all rights to the present or future use of waste water, waste water capacity, drainage, water or other utility facilities to the extent such rights pertain to or benefit such real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor's, if any, to any leases covering all or any portion of such real property; and (viii) all right, title and interest of Grantor's, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding such real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to such real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to such real property and (d) any and all reversionary interests in and to such real property (such real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

TO HAVE AND TO HOLD the said Property together with all and singular the rights

and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind DEADWOOD RANCH, L.L.C., and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, to the full extent such matters are valid and subsisting and affect the Property.

DATED this \_\_\_\_ day of November, 2005.

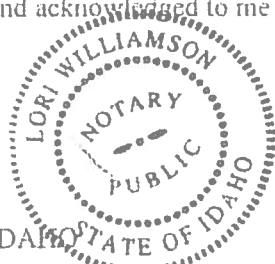
DEADWOOD RANCH, LLC

By Linda D. Bunch  
Linda D. Bunch, Member

By Charles William Drown  
Charles William Drown, Member

STATE OF IDAHO )  
 ) ss.  
COUNTY OF TWIN FALLS )

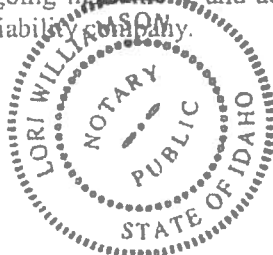
On this 8th day of November, 2005, before me, the undersigned, a Notary Public for Idaho, personally appeared LINDA D. BUNCH, known or identified to me to be a member of DEADWOOD RANCH, LLC, the Idaho limited liability company, that executed the foregoing instrument, and acknowledged to me that she executed the same on behalf of said limited liability company.



Lori Williamson  
Notary Public for Idaho Filer Id.  
Commission Expires: 1/26/2010

STATE OF IDAHO )  
 ) ss.  
COUNTY OF TWIN FALLS )

On this 9th day of November, 2005, before me, the undersigned, a Notary Public for Idaho, personally appeared CHARLES WILLIAM DROWN, known or identified to me to be a member of DEADWOOD RANCH, LLC, the Idaho limited liability company, that executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.



Lori Williamson  
Notary Public for Idaho Filer Id.  
Commission Expires: 1/26/2010

WARRANTY DEED - 2

No warranties of any kind are implied nor representation made by Pioneer Title Company regarding this document or its affect on the land it involves.

November 8, 2005

**EXHIBIT "A"**  
**OWYHEE COUNTY LAND**

Parcel 1

In Township 15 South, Range 12 East of the Boise Meridian, Owyhee County, Idaho:

- Section 20: The South Half of the Southeast Quarter
- Section 28: The West Half of the West Half
- Section 29: The Northeast Quarter of the Northeast Quarter
- Section 33: The West Half of the West Half

In Township 16 South, Range 12 East of the Boise Meridian, Owyhee County, Idaho:

Section 4: Government Lot 4, the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter

Section 9: The Northeast Quarter of the Southwest Quarter, the East Half of the Northwest Quarter and the West Half of the Southeast Quarter

Section 15: The West Half and the West 18.46 acres of the East Half (being all that portion of the East Half lying within Owyhee County)

Parcel 2

In Township 15 South, Range 12 East of the Boise Meridian, Owyhee County, Idaho:

Section 29: The East Half of the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter

(Together with the following State of Idaho water rights:

- (A) Idaho Department of Water Resources Water Right No. 51-130
- (B) Idaho Department of Water Resources Water Right No. 51-131
- (C) Idaho Department of Water Resources Water Right No. 51-10348)

No warranties of any kind are implied nor representation made by Pioneer Title Company regarding this document or its affect on the land it involves.

Instrument # 261097

MURPHY, OWYHEE, IDAHO

2007-05-25

02:44:02 No. of Pages: 2

Recorded for : STEPHAN, KVANVIG, STONE & TRAI

CHARLOTTE SHERBURN

Fee: 6.00

Ex-Officio Recorder Deputy

Index to DEED QUIT-CLAIM

INDEXED  
SCANNED

## QUITCLAIM DEED

CHARLES WILLIAM DROWN, hereinafter "Grantor," does release and forever quitclaim unto **BRACKETT RANCHES LIMITED PARTNERSHIP**, an Idaho limited partnership, whose address is Flat Creek Ranch, Rogerson, Idaho 83302, hereinafter "Grantee," and to its heirs and assigns, all right, title and interest which Grantor now has or may hereafter acquire in the following described real property situated in Owyhee County, State of Idaho, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof. This transfer includes but is not limited to Grantor's retained life estate in the improvements, the one-acre rural homesite, and the 38.6 acres of dry grazing land known as the horse pasture.

TO HAVE AND TO HOLD, all singular the said premises, together with the appurtenances, unto Grantee, and to its heirs, successors and assigns forever, including any after-acquired title.

WITNESS the hand of said Grantor this 22 day of May, 2007.

Charles William Drown  
CHARLES WILLIAM DROWN

By Alma A. Drown  
ALMA A. DROWN  
Attorney-in-Fact for Charles William Drown

STATE OF IDAHO )

: ss.

COUNTY OF TWIN FALLS )

On this 22 day of May, 2007, before me, the undersigned, a Notary Public for Idaho, personally appeared ALMA A. DROWN, known or identified to me to be the person whose name is subscribed to the foregoing instrument, as the Attorney-in-Fact of Charles William Drown, and acknowledged to me that she subscribed the name of Charles William Drown thereto as principal, and her own name as Attorney-in-Fact.

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



Maslinda K. Heidemann  
Notary Public for Idaho  
Commission Expires: 7-10-07

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