

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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APR 22 2011
DEPT. OF WATER RESOURCES
SOUTHERN 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?
36-16889	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Richard Holt

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Hagerman Wings Farm, LLC

Name of each new owner as listed on the conveyance document

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

823 East 2700 South

Mailing address

Hagerman

City

ID

State

83332

ZIP

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: April 20, 2011

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: [Signature]

Signature of new owner/claimant

[Signature]
Title, if applicable

4-20-11
Date

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by [Signature]

Date

4/25/11

Receipt No.

5031893

Receipt Amt.

\$2500

Approved by _____

Processed by _____

Date _____

WARRANTY DEED

#GG-11101

For Value Received

Rich B. Holt and Kristen Holt, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Hagerman Wings Farm, LLC, an Idaho Limited Liability Company

Address: 823 East 2700 South, Hagerman, ID 83332

Hereinafter called the Grantee, the following described premises situated in Gooding County, Idaho, to-wit:

PARCEL NO. 1:

TOWNSHIP 7 SOUTH, RANGE 13 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 16: A parcel of land located in Government Lot 6, being more particularly described as follows:

Commencing at the Southeast corner of said Section 16 from which the East One Quarter (E $\frac{1}{4}$) corner of said Section 16 bears North 00°12'00" East, 2641.96 feet;
Thence North 00°12'00" East along the East boundary of Government Lot 6 of said Section 16 for a distance of 319.39 feet to THE TRUE POINT OF BEGINNING;
Thence South 87°49'56" West for a distance of 580.61 feet;
Thence North 57°29'00" West for a distance of 559.55 feet to a point in the center of an existing access road;
Thence North 01°13'54" West along the center of the access road for a distance of 170.73 feet;
Thence North 11°54'20" East along the center of the access road for a distance of 76.42 feet to the point of curvature of a curve right;
Thence Northeasterly along the arc of the curve of the curve right and along the center of the access road for a distance of 163.85 feet, said arc having a radius of 270.00 feet and a chord bearing and distance of North 29°17'25" East, 161.35 feet;
Thence North 46°40'31" East along the center of the access road for a distance of 263.88 feet;
Thence North 41°48'27" East along the center of the access road for a distance of 203.76 feet to a point on the North boundary of Government Lot 6 of said Section 16;
Thence North 89°40'20" East along the North boundary of Government Lot 6 of said Section 16 for a distance of 636.71 feet to the Northeast corner of said Government Lot 6;
Thence South 00°12'00" West along the East boundary of Government Lot 6 of said Section 16 for a distance of 1001.59 feet to THE TRUE POINT OF BEGINNING.

TOGETHER WITH the following easements as disclosed in Road Maintenance Agreement recorded March 3, 1998 as Instrument Number 174456, records of Gooding County, Idaho.

1. A 25.0 foot wide access and utility easement along the Westerly boundary of the before described parcel. Said easement being centered on the West boundary of the before described parcel.
2. A 50.0 foot wide access and utility easement along the North boundary of the before described parcel. Said easement being centered on the North boundary of the before described parcel.

AND

SUBJECT TO:

1. A 25.0 foot wide access and utility easement along the North boundary of the before described parcel. Said easement being adjacent to and on the South side of the North boundary of the before described parcel.
2. A 12.5 foot wide access and utility easement along the Westerly boundary of the before described parcel. Said easement being adjacent to and on the East side of the West boundary of the before described parcel.

PARCEL NO. 2:

Access for the Benefit of Parcel No. 1 as contained in Easement Agreement dated August 29, 2008, recorded August 29, 2008 as Instrument Number 227644, records of Gooding County, Idaho.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 15.0 Shares from the Big Bend Irrigation District and Water Right No. 36-16889 from the Idaho Department of Water Resources.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Instrument # 237511

GOODING, GOODING, IDAHO

4-21-2011 11:56:52 No. of Pages: 3

Recorded for : LAND TITLE AND ESCROW, INC

DENISE M. GILL

Fee: 16.00

Ex-Officio Recorder Deputy

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Page 2 of Warranty Deed

Taxes for 2011 and subsequent years, a lien, but not yet due or payable.

Assessments levied or to be levied by the Big Bend irrigation district.

Any adverse claim based on the assertion that the location of the Snake River has moved.

Any adverse claim based on the assertion that some portion of said land is now or at any time has been within the boundaries of the Snake River or any other navigable body of water or by reason of the fact or claim that any portion or portions thereof have been rendered unnavigable by artificial means or have accreted to such portions so created.

Any rights, interests or easements in favor of the public which exist or are claimed to exist over any part of said land covered by water.

Power Line Easement given by Earl Padgett and Margaret Padgett, his wife to Idaho Power Company, a corporation, dated May 10, 1949, recorded March 8, 1950 as Book 6 Misc., Page 500 Instrument Number 111118, Gooding County records, affecting Lot 6 Section 16, Township 7 South, Range 13 E.B.M.

Power Line Easement given by Earl Padgett and Margaret Bryant Padgett, his wife to Idaho Power Company, a corporation, dated October 22, 1971, recorded January 29, 1973 as Instrument Number 43786, Gooding County records, affecting SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, Township 7S, Range 13 East of the Boise Meridian, in Gooding County, State of Idaho.

Easements for ingress and egress as set forth in Warranty Deed from Marion Eugene Padgett to Kenny LeRoy Crist and Ronda L. Crist, husband and wife, recorded December 4, 1996 as Instrument No. 168826, Gooding County records.

Road Maintenance Agreement by and between Kenny L. Crist and Ronda L. Crist, husband and wife, dated February 27, 1998, recorded March 3, 1998 as Instrument No. 174456, Gooding County records.

Easements disclosed in Warranty Deed between Kenny Leroy Crist and Ronda L. Crist, husband and wife and Rich B. Holt, an unmarried man, dated November 14, 2007 and recorded November 15, 2007, as Instrument Number 224226, records of Gooding County, Idaho.

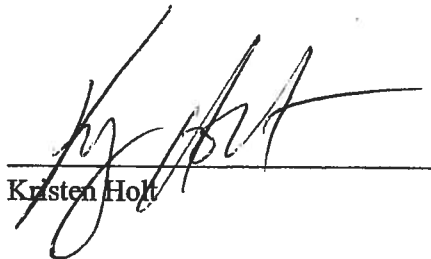
Terms and conditions set forth in Easement Agreement between Kenny Crist and Richard Holt dated August 29, 2008, recorded August 29, 2008 as Instrument Number 227644, Gooding County records.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: April 14, 2011



Rich B. Holt



Kristen Holt

Page 3 of Warranty Deed

STATE OF California)
) ss.
COUNTY OF Orange)

On this 14th day of April, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **Rich B. Holt and Kristen Holt**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Jordan Faust
Notary Public
Residing at: Dana Point CA
My Commission expires: Nov 25, 2011

