

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 18 2024

DEPT. 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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
67-15336	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: EIDEN ISAAC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Tim Boudges member INDIAN Valley Ranch
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 1040 W INDIAN Valley Rd INDIAN Valley ID 83632
Mailing address City State Zip
- 530 919-3711 Tim Boudges@gmail.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: _____
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
- o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
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):
- o \$25 per undivided water right.
- o \$100 per split water right.
- o No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Tim L Boudges member INDIAN Valley Ranch 11/13/2024
Signature of new owner/claimant Title, if applicable Date
- Tim L Boudges
Print name

Signature: _____
Signature of new owner/claimant Title, if applicable Date

Print name

For IDWR Office Use Only:

Received by Boudges Date 11-18-24 Receipt No. 6119425 Receipt Amt. \$25.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒

Name on W-9 _____ Approved by _____ Processed by DM Date 11-29-24

Instrument # 145129

COUNCIL, ADAMS, IDAHO
08-26-2024 11:04:22 AM No. of Pages: 3
Recorded for: FIRST AMERICAN TITLE AND ESCROW COMPANY
SHERRY WARD Fee: \$15.00
Ex-Officio Recorder Deputy Clerk: *Sherry Ward*
Indexed to: DEED

Recording Requested By and
When Recorded Return to:
Indian Valley Ranch LLC
4940 Old French Town Road
Shingle Springs, CA 95682

**ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.**

4167466-TD

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 26th day of August, 2024, between Elden W. Isaak as Trustee of the Elden W. and Dianne M. Isaak Family Trust, "**Grantor**" and Indian Valley Ranch LLC, an Idaho limited liability company "**Grantee**" whose mailing address is 4940 Old French Town Rd., Shingle Springs, CA 95682.

WITNESSETH:

For value received Grantor does hereby grant, sell, and convey to Grantee the following described real property situate in the County of Adams, State of Idaho, to wit:

Described on attached EXHIBIT A.

TOGETHER WITH all buildings, structures and improvements thereon, if any, water and water rights thereto, if any, and any rights of ways, easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, and the remainder and remainders thereof and the rents, issues and profits thereof (collectively the "**Premises**").

TO HAVE AND TO HOLD said Premises unto Grantee and Grantee's successors and assigns forever.

Grantor's covenants or warranties with respect to title, express or implied, are that Grantor has not, previous to the execution of this deed, conveyed the same estate to any other person, and that the Premises is free from all monetary liens or encumbrances created, granted, caused or suffered by Grantor. Excepting all monetary liens created, granted, caused or suffered by Grantor, the grant herein is subject to (i) reservations or restrictions in federal patents or state or railroad deeds or in laws providing for such patents or deeds; (ii) building or use restrictions, building and zoning regulations and ordinances of any governmental entity; (iii) location in a special flood hazard area; (iv) the lien of real property taxes not yet due and payable; (v) all tenancies, leases, easements, rights of way, claims of easements, covenants, restrictions and encumbrances that would be disclosed by or apparent from an ALTA survey or a visual inspection of the Premises; and (vi) all matters of record.

THE PREMISES IS SOLD AND CONVEYED TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, INCLUDING BOTH LATENT AND PATENT DEFECTS. OTHER

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THE PREMISES IS SOLD AND CONVEYED TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, INCLUDING BOTH LATENT AND PATENT DEFECTS. OTHER

THAN AS EXPRESSLY SET FORTH HEREIN, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY GRANTOR CONCERNING THE PREMISES. GRANTEE, BY ACCEPTING THIS DEED, RELEASES GRANTOR FROM ANY AND ALL LIABILITY RELATING TO ANY ASPECT (EXCEPT THE WARRANTIES AND COVENANTS IN THE PRECEDING PARAGRAPH) OR CONDITION OF THE PREMISES, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, ACTUAL OR CONTINGENT, ARISING BY STATUTE, COMMON LAW OR OTHERWISE.

IN WITNESS WHEREOF, this Special Warranty Deed has been duly executed by Grantor or any person claiming under Grantor as of the day and year herein first above written.

GRANTOR:

The Elden W. and Dianne M. Isaak Family
Trust

By: 
Elden W. Isaak, Trustee

STATE OF IDAHO)
) ss.
County of POWER)

This record was acknowledged before me on July 24, 2024 by Elden W. Isaak as Trustee of the Elden W. and Dianne M. Isaak Family Trust.

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



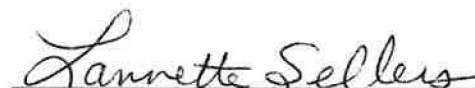

Notary Public for Idaho
Residing at Pocatello, ID 83202
My commission expires April 29, 2025

EXHIBIT A

The land referred to herein below is situated in the County of Adams, State of Idaho, and is described as follows:

Township 15 North, Range 1 West, Boise Meridian, Adams County Idaho

Section 33: All that part of the NW1/4NE1/4, lying south of the right-of-way for U.S. Highway 95.

Said right-of-way is more particularly described as a parcel of land being on both sides of the centerline of U.S. Highway 95, Project No. F-3112 (30) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the NW1/4NE1/4 of said Section more particularly described as follows:

Commencing at the North $\frac{1}{4}$ corner of Section 33, T15NR1WBM; Thence South 0° 05'07" East along the center section line of said Section 33, a distance of 345.0 feet, more or less, to a point in a line parallel with and 105.0 feet Northerly from the centerline and bears North 5° 57'47" West from Station 1255+86.26 of said U.S. Highway No. 95, Project No. F-3112 (30) Highway Survey and being the REAL POINT OF BEGINNING;

Thence along said parallel line as follows:

North 84° 02'13" East 207.27 feet to a point opposite Station 1257+93.53 of said Highway Survey, Northeasterly along an 11,354.16 foot radius curve left 1,182.67 feet to a point on the East line of the NW1/4NE1/4 of said Section 33; Thence South 0° 38'01" West along said East line, 200.0 feet, more or less, to a point on a line parallel with and 90.0 feet Southerly of the centerline and radially from Station 1269+48.53 of said Highway Survey;

Thence along said last parallel line as follows:

Southwesterly along an 11,549.16 foot radius curve right 1,164.07 feet to a point opposite Station 1257+93.53 of said Highway Survey, South 84° 02'13" West 218.65 feet to a point on the center section line of said Section 33; Thence North 0° 05'07" West along said center section line 200.0 feet, more or less, to the REAL POINT OF BEGINNING.

BILL OF SALE

THE PARTIES

This exchange takes place on August 28th, 2024, in the state of Idaho, between:

Buyer: Tim Bordges Indian Valley Ranch with a mailing address of 1040 W Indian Valley Rd, Indian Valley , Idaho, 83632 (the "Buyer"), hereby accepts the following conditions for purchasing the property to the Seller:

Seller: Elden W and Dianne M Isaak Family Trust with a mailing address of 2275 N Grays Creek Rd, Indian Valley , Idaho, 83623 (the "Seller"), hereby accepts the following conditions for selling the property to the Buyer:

PROPERTY DESCRIPTION

Item Description: Two western wheel lines ,one thousand feet of main line ,Ten hp turbine pump with switch gear, and 8"cased well included with purchase of property

Condition: The condition of the item is used

CONDITION OF THE PROPERTY

The Seller (Elden W and Dianne M Isaak Family Trust) hereby affirms that the property indicated above is used. In light of the fact that the buyer has either inspected the property or has had a chance to do so but decided against doing so, the Buyer (Tim Bordges Indian Valley Ranch) accepts the property in its current state.

AGREEMENT

The Seller (Elden W and Dianne M Isaak Family Trust) hereby agrees to sell and give the Buyer full ownership of the property indicated above (other) for and in exchange for the total amount of \$-1.00 US dollars including any sales tax and the acknowledgment of receipt is made here. This amount reflects the purchase price for the property that the seller and the buyer have mutually agreed upon. The buyer will make payment to the seller using the following payment method(s):

- Money Order

TAXES

The parties agree that sales taxes and any state taxes are included in the price of the exchange.

CONDITIONS

Elden W and Dianne M Isaak Family Trust (the "Seller") certifies that, to the best of their knowledge, the information provided above regarding the Property is correct. The undersigned Buyer acknowledges receipt of this agreement and agrees that the above-mentioned property is being offered with no stated or implied assurances or warranties. The buyer acknowledges that the property is being sold "as is".

WARRANTY

The seller guarantees that all liens and encumbrances have been removed from the property and that the seller is the rightful owner. The seller is fully authorized to sell and deliver the property, and they agree to protect its title from all demands and claims. The buyer expressly waives any implied warranties, whether express or other. The seller makes no other warranties, express or implied, with respect to the property, including any warranties of merchantability or fitness for a particular purpose. The buyer acknowledges that they have had the opportunity to inspect the property prior to purchase and accepts it in its current condition, "as is".

GOVERNING LAW

This document is governed by the laws of Idaho without regard to its conflict of laws provision. You consent to the exclusive jurisdiction of the courts in connection with any action or dispute arising between the parties under or in connection with this document.

SIGNATURES

The undersigned hereby certifies, to the best of my knowledge, that the seller of the item described herein and that the information contained in this bill of sale is true and accurate.

Buyer Signature



Full Print Name:

Tim Bridges member Indian Valley Ranch LLC

Date:

8/23/24

Signed by:
Seller Signature: Elden W, Isaak
F70FA1730CAE4EF...

Full Print Name: Elden W, Isaak

Date: 8/26/2024



First American Title™

First American Title Insurance Company

2150 S Bonito Way, Ste 100
Meridian, ID 83642
Phn - (208)375-0700
Fax - (866)395-5708

Title Transmittal

Indian Valley Ranch LLC
4940 Old French Town Road
Shingle Springs, CA 95682

Parcel # 1
RPISNO1W330200
August 26, 2024
File No: 4125-4167466

Attn:

Re:

Buyer: **Indian Valley Ranch LLC**
Seller: **Elden W. and Dianne M. Isaak Family Trust**

Property: **TBD Highway 95, Indian Valley, ID 83632**

Enclosed please find the following, per your request:

- Original recorded documents - Special Warranty Deed & Bill of Sale

Should you have any questions or need further assistance, please contact us. We appreciate the opportunity to serve you.

Sincerely,

May Lin Carlsen
Title Officer

MC/wd



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

December 02, 2024

INDIAN VALLEY RANCH LLC
C/O TIM BORDGES
1040 W INDIAN VALLEY RD
INDIAN VALLEY ID 83632-5016

Re: Change in Ownership for Water Right No(s): **67-15336**

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

11/29/2024

Water Permit 67-15336

Owner Type **Name and Address**
Current Owner INDIAN VALLEY RANCH LLC
C/O TIM BORDGES
1040 W INDIAN VALLEY RD
INDIAN VALLEY, ID 83632-5016
(530) 919-3711

Original Owner ELDEN ISAAK
2275 N GRAYS CR RD
INDIAN COVE, ID 83632
(208) 739-3642

Priority Date: 12/12/2019
Status: Active

Source
GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	10/31	0.660 CFS	
	<u>Total Diversion</u>		0.660 CFS	

Source and Point(s) of Diversion:
GROUND WATER NWNE Sec. 33, Twp 15N, Rge 01W, ADAMS County

Place Of Use:
IRRIGATION within ADAMS County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
15N	01W	33		33.0															33.0

POU Total Acres: 33.0

Conditions of Approval:

1. R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the place of use.
2. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
3. 046 Right holder shall comply with the drilling permit requirements of Idaho Code s

IDAHO DEPARTMENT OF WATER RESOURCES

11/29/2024

Proof Report

4. 121 42-235 and applicable Well Construction Rules of the Department.
The Director retains jurisdiction to require the right holder to provide purchased or leased natural flow or stored water to offset depletion of Lower Snake River flows if needed for salmon migration purposes. The amount of water required to be released into the Snake River or a tributary, if needed for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this permit.
5. 26A Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which the permit holder had no control.

Dates and Other Information:

Permit Proof Due Date: 2/1/2025

Permit Approved Date: 1/29/2020

State or Federal: S

Water District Number: EXC

Mitigation Plan: False

Combined Use Limits:

N/A

SubCase:

N/A

Water Supply Bank:

N/A