

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 06 2022

WATER RESOURCES
WESTERN 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. 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?
57-129	Yes ☐	Yes ☐		Yes ☐	Yes ☐
57-137	Yes ☐	Yes ☐		Yes ☐	Yes ☐
57-153	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Gisela Schaal

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Power Partners I, Inc

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or

24597 Collett Rd

Mailing address

Oreana

City

ID

State

83650

Zip

208-834-2588 208-869-7300

Telephone

jsteiner@rteir.net

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: Nov 24, 2020

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.

SUPPORT DATA

IN FILE # 57-129

SCANNED

JUL 18 2023

8. Signature: [Signature] manager 6-6-22

Signature of new owner/claimant

Title, if applicable

Date

John C. Steiner

Print name

Signature: _____ Title, if applicable _____ Date _____

Signature of new owner/claimant

Title, if applicable

Date

Print name

Received by [Signature] Date 06/06/2022 For IDWR Office Use Only: Receipt No. W050489 Receipt Amt. \$75⁰⁰

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 DM Processed by DM Date 7-14-23



100 10th Avenue South
Nampa, ID 83651

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

File No. 750224 BA/TG

Instrument # 306415
MURPHY, OWYHEE, IDAHO
2021-01-26 03:49:54 No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY/OWYHEE
ANGELA BARKELL Fee: \$15.00
Ex-Officio Recorder Deputy: map
Index To: DEED
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received Hollywood Peaches, LLC, an Idaho limited liability company
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Power Partners 1, Inc., an Idaho Corporation

hereinafter referred to as Grantee, whose current address is 410 S. Orchard St, Ste 176 Boise, ID 83705-1293

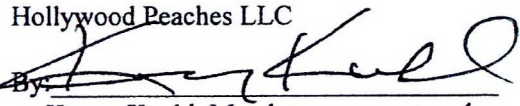
The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made, subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: January 24, 2021

Hollywood Peaches LLC

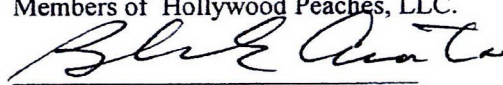
By: 

Kenny Kuehl, Member


Susan Kuehl, Member

State of Idaho, County of Canyon

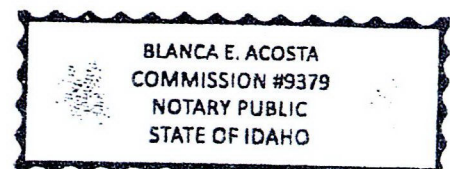
This record was acknowledged before me on January 25, 2021 by Kenny Kuehl and Susan Kuehl, as Members of Hollywood Peaches, LLC.



Signature of notary public

Commission Expires:

Residing in Nampa, Idaho
My Commission Expires: 9-16-2023



306415

SCANNED

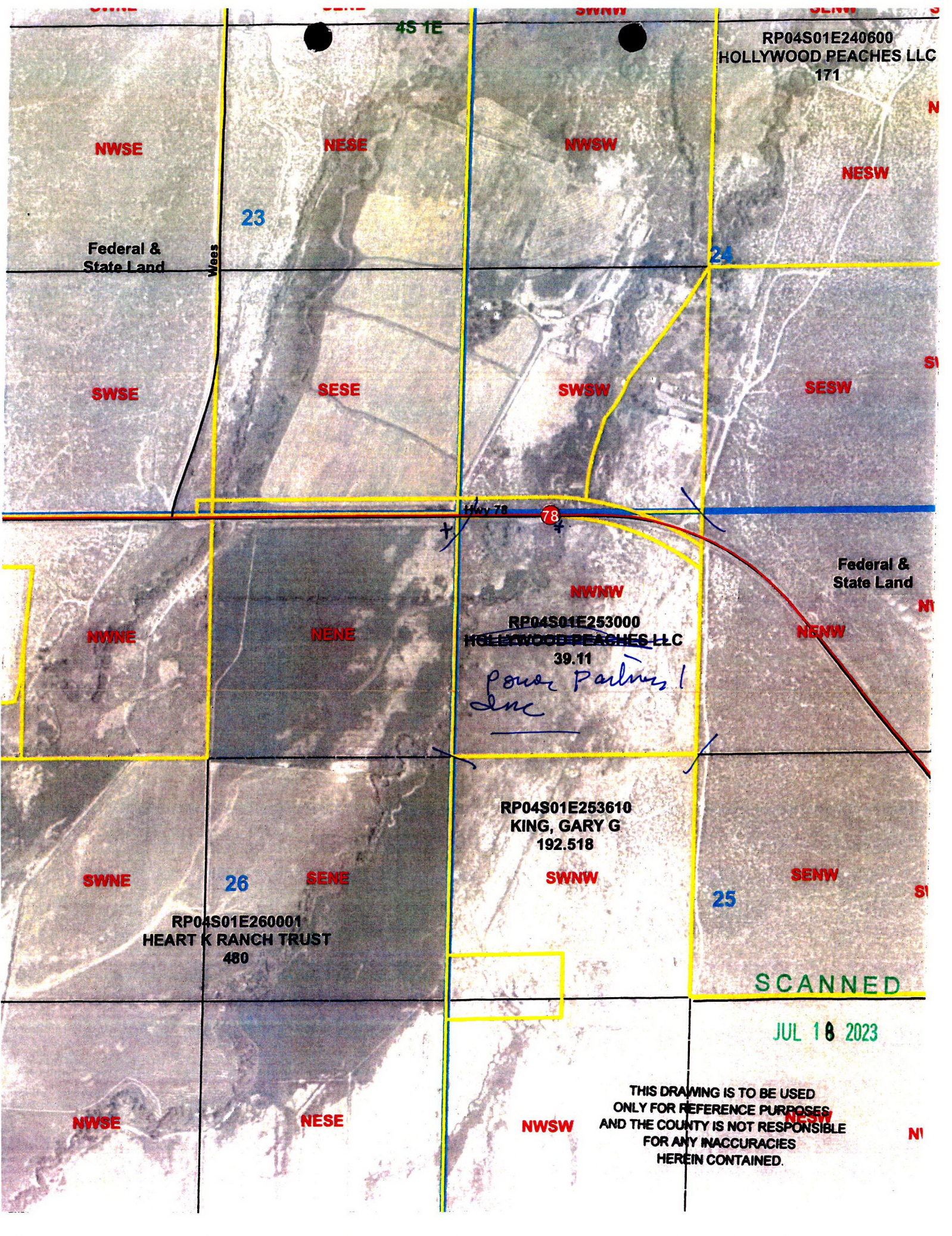
JUL 18 2023

EXHIBIT A

In Township 4 South, Range 1 East, Boise Meridian, Owyhee County, Idaho

Section 25: Government Lot 4 (NWNW) less a strip of land 100 feet wide lying in the Southwest Quarter of the Southwest Quarter, Sec. 24 and the Northwest Quarter of the Northwest Quarter, Section 25, Township 4 South, Range 1 East, Boise Meridian, Owyhee County, Idaho, the center line of which is described as follows: Beginning at a point which is 32 feet North of the Southwest corner of said Southwest Quarter of the Southwest Quarter, Sec. 24; thence North 89°25' East 527.8 feet to a point of curvature; thence along a curve to the right which has a radius of 1432.40 feet approximately 727.2 feet to the East line of said Northwest Quarter of the Northwest Quarter, Sec. 25.



RP04S01E240600
HOLLYWOOD PEACHES LLC
171

Federal &
State Land

Federal &
State Land

RP04S01E253000
HOLLYWOOD PEACHES LLC
39.11

power Partners Inc

RP04S01E253610
KING, GARY G
192.518

RP04S01E260001
HEART K RANCH TRUST
480

SCANNED

JUL 18 2023

THIS DRAWING IS TO BE USED
ONLY FOR REFERENCE PURPOSES
AND THE COUNTY IS NOT RESPONSIBLE
FOR ANY INACCURACIES
HEREIN CONTAINED.

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, JAMES J. HOWARD, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF IDAHO, HEREBY ATTEST THAT THIS IS A REASONABLY ACCURATE REPRESENTATION OF A SURVEY AS MADE BY ME OR UNDER MY SUPERVISION, AND IS IN CONFORMITY WITH THE CORNER PERPETUATION AND FILING ACT - IDAHO CODE 55-1601 THROUGH 55-1613.



LEGEND

- BOUNDARY LINE
- SECTION LINE
- SECTION BREAKDOWN LINE
- CENTERLINE
- CREEK
- GISELA SCHAAL PROPERTY
- FENCE
- PROPERTY LINE IN DETAIL BUBBLES
- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND RAILROAD SPIKE
- FOUND 1" PIPE
- FOUND 5/8" IRON PIN
- FOUND 1/2" IRON PIN
- SET 1/2" X 24" IRON PIN W/ CAP
- CALCULATED POINT-NOT SET
- DATA OF RECORD (D.L.O.)
- BASIS OF BEARING

NOTES

BASIS OF BEARING DERIVED FROM AN AUTONOMOUS GPS OBSERVATION.

REFERENCE IS MADE TO THE FOLLOWING:
1979 BLM DEPENDENT SURVEY & SUBDIVISION OF T.4S, R.1E, B.M.
SHEET 3 OF 4, OFFICIALLY FILED 5/3/79
1997 BLM DEPENDENT SURVEY AND SUBDIVISION OF T.4S, R.1E, D.M., OFFICIALLY FILED 10/23/97

DISCLAIMER

THE RECORDING OF THIS SURVEY DOES NOT ENABLE THE OWNERS OF THE PARCELS TO CONVEY OWNERSHIP BASED SOLELY ON THIS MAP. J.J. HOWARD ENGINEERS ASSUMES NO LIABILITY FOR PRESENT OR FUTURE COMPLIANCE OR NONCOMPLIANCE WITH CITY AND/OR COUNTY ORDINANCES AS THEY PERTAIN TO BUILDING PERMITS AND THE ISSUANCE THEREOF. IT IS THE OWNERS RESPONSIBILITY TO INSURE BY A CITY/COUNTY REVIEW THAT NON-CONFORMING PARCELS ARE NOT CREATED BY ANY CONVEYANCE.

RECORD OF SURVEY FOR GISELA SCHAAL

A PARCEL OF LAND BEING PORTIONS OF SECTIONS 13, 24 & 25, T.4S., R.1E., B.M., OWYHEE COUNTY, IDAHO.

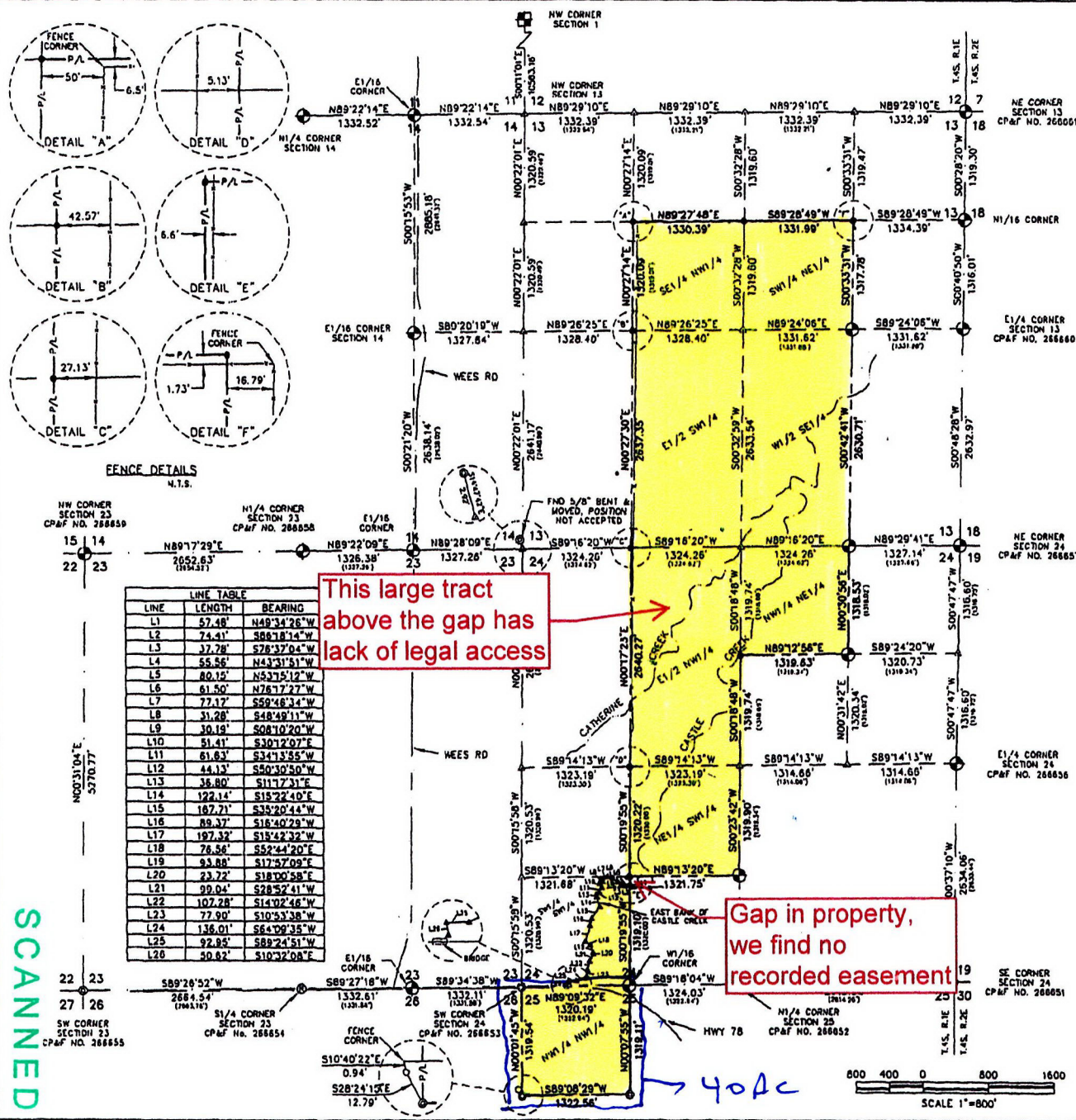


J.J. HOWARD
ENGINEERING / SURVEYING

3745 N. Plantation River Drive / Boise, ID 83703
PHONE: 1-208-846-8837 FAX: 1-208-846-8822

DATE: 11/18/08	DESIGN BY: [Signature]	SHEET: OF 1 1
SCALE: 1"=800'	DRAWN BY: SJT	INDEX NO: 412-13-000, 412-24-000 412-25-440

BY J.J. HOWARD SURVEYOR (110023) J.J.H./P.H.G.



Power Partners line.



Western Region • 2735 W Airport Way • Boise, ID 83705-5082

Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

July 14, 2023

POWER PARTNERS 1 INC
24597 COLLETT RD
OREANA ID 83650-5070

Re: Change in Ownership for Water Right No(s): **57-129, 57-137, 57-153**

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, the Department sent a letter on June 20, 2023 requesting more information to process this request. Please disregard that letter as we have all the information needed and we have processed this request for you.

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)605-4620.

Sincerely,

Debra Mansfield
Office Specialist II

Enclosure(s)

SCANNED

JUL 18 2023

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/14/2023

Water Right 57-129

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	POWER PARTNERS 1 INC 24597 COLLETT RD OREANA, ID 83650-5070 (208) 869-7300
Directors Report Owner	DIANA RAE NICHOLSON 10330 STARDUST DR BOISE, ID 83709 (208) 375-5255
Directors Report Owner	THOMAS T NICHOLSON 10330 W STARDUST DR BOISE, ID 83709 (208) 375-5255
Directors Report Owner	DAVID L PUTNAM 10330 W STARDUST DR BOISE, ID 83709 (208) 375-5255
Original Owner	JOHN HENDERSON HC 11 BOX 822 KAMIAH, ID 83536 (208) 935-7751
Original Owner	PETROLEUM CONSTRUCTION INC C/O RUSSELL FOX PO BOX 592 SANTA PAULA, CA 93060 (805) 525-2144
Previous Owner	HOLLYWOOD PEACHES LLC 29776 HIGHWAY 78 MURPHY, ID 83650-5044 (208) 519-0967

Priority Date: 4/1/1899

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
CASTLE CREEK	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/15	0.060 CFS	
STOCKWATER	4/01	10/15	0.050 CFS	

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/14/2023

Total Diversion 0.060 CFS

Source and Point(s) of Diversion:

CASTLE CREEK NESWSW Sec. 24, Twp 04S, Rge 01E, OWYHEE County

Place Of Use:

IRRIGATION within OWYHEE County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	01E	25							31.0										31.0

POU Total Acres: 31.0

STOCKWATER Same as IRRIGATION

Conditions of Approval:

1. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 31 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 57-00137 & 57-00153.
2. RIGHTS HAVE ALSO BEEN CLAIMED TO WATER FROM BASIN 02 FOR THE SAME PURPOSE OF USE AT THE SAME PLACE OF USE DESCRIBED ABOVE, WHICH WILL BE INCLUDED IN A DIRECTOR'S REPORT TO BE FILED AT A LATER DATE. ANY WATER RIGHTS RECOMMENDED IN THE BASIN 02 REPORT FOR THE SAME PURPOSE OF USE AT THE SAME PLACE OF USE DESCRIBED ABOVE WILL CONTAIN COMBINED USE LIMITATIONS FOR THIS RIGHT AND THE BASIN 02 RIGHTS.
3. STOCKWATER, 200 RANGE CATTLE THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 57-00097A, 57-00098A, 57-00106A, 57-00107A, 57-00137, 57-00151A, 57-00153, 57-00160B, 57-00236, 57-00237A.
4. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
5. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
6. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.

Dates and Other Information:

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/14/2023

Decreed Date: 10/25/2002
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: 57C
Mitigation Plan: False

Combined Use Limits:

Rate

Volume

Acres

Water Rights

31.0

57-129 ,57-137 ,57-153

SubCase:

N/A

Water Supply Bank:

N/A

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/14/2023

Water Right 57-137

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	POWER PARTNERS 1 INC 24597 COLLETT RD OREANA, ID 83650-5070 (208) 869-7300
Directors Report Owner	THOMAS T NICHOLSON 10330 W STARDUST DR BOISE, ID 83709 (208) 375-5255
Directors Report Owner	DAVID L PUTNAM 10330 W STARDUST DR BOISE, ID 83709 (208) 375-5255
Directors Report Owner	DIANA RAE NICHOLSON 10330 STARDUST DR BOISE, ID 83709 (208) 375-5255
Original Owner	JOHN HENDERSON HC 11 BOX 822 KAMIAH, ID 83536 (208) 935-7751
Original Owner	PETROLEUM CONSTRUCTION INC C/O RUSSELL FOX PO BOX 592 SANTA PAULA, CA 93060 (805) 525-2144
Previous Owner	HOLLYWOOD PEACHES LLC 29776 HIGHWAY 78 MURPHY, ID 83650-5044 (208) 519-0967

Priority Date: 4/1/1902

Basis: Decreed

Status: Active

Source
CASTLE CREEK

Tributary
SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/15	0.140 CFS	
STOCKWATER	4/01	10/15	0.050 CFS	

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/14/2023

Total Diversion 0.140 CFS

Source and Point(s) of Diversion:

CASTLE CREEK NESWSW Sec. 24, Twp 04S, Rge 01E, OWYHEE County

Place Of Use:

IRRIGATION within OWYHEE County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	01E	25						31.0											31.0

POU Total Acres: 31.0

STOCKWATER Same as IRRIGATION

Conditions of Approval:

1. N05 THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
3. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
4. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
5. N08 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
6. RIGHTS HAVE ALSO BEEN CLAIMED TO WATER FROM BASIN 02 FOR THE SAME PURPOSE OF USE AT THE SAME PLACE OF USE DESCRIBED ABOVE, WHICH WILL BE INCLUDED IN A DIRECTOR'S REPORT TO BE FILED AT A LATER DATE. ANY WATER RIGHTS RECOMMENDED IN THE BASIN 02 REPORT FOR THE SAME PURPOSE OF USE AT THE SAME PLACE OF USE DESCRIBED ABOVE WILL CONTAIN COMBINED USE LIMITATIONS FOR THIS RIGHT AND THE BASIN 02 RIGHTS.
7. STOCKWATER, 200 RANGE CATTLE THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 57-00097A, 57-00098A, 57-00106A, 57-00106B, 57-00107A, 57-00129, 57-00151A, 57-00153, 57-00160B, 57-00236 & 57-00237A. STOCKWATER, 200 RANGE CATTLE

SCANNED

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/14/2023

8. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 31 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 57-00129 & 57-00153.

Dates and Other Information:

Decreed Date: 10/25/2002
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: 57C
Mitigation Plan: False

Combined Use Limits:

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>	<u>Water Rights</u>
		31.0	57-129 ,57-137 ,57-153

SubCase:

N/A

Water Supply Bank:

N/A

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/14/2023

Water Right 57-153

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	POWER PARTNERS 1 INC 24597 COLLETT RD OREANA, ID 83650-5070 (208) 869-7300
Directors Report Owner	DIANA RAE NICHOLSON 10330 STARDUST DR BOISE, ID 83709 (208) 375-5255
Directors Report Owner	THOMAS T NICHOLSON 10330 W STARDUST DR BOISE, ID 83709 (208) 375-5255
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Original Owner	JOHN HENDERSON HC 11 BOX 822 KAMIAH, ID 83536 (208) 935-7751
Previous Owner	HOLLYWOOD PEACHES LLC 29776 HIGHWAY 78 MURPHY, ID 83650-5044 (208) 519-0967

Priority Date: 4/1/1906

Basis: Decreed

Status: Active

Source
CASTLE CREEK

Tributary
SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/15	0.060 CFS	
STOCKWATER	4/01	10/15	0.050 CFS	

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/14/2023

Total Diversion 0.060 CFS

Source and Point(s) of Diversion:

CASTLE CREEK NESWSW Sec. 24, Twp 04S, Rge 01E, OWYHEE County

Place Of Use:

IRRIGATION within OWYHEE County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	01E	25							31.0										31.0

POU Total Acres: 31.0

STOCKWATER Same as IRRIGATION

Conditions of Approval:

1. RIGHTS HAVE ALSO BEEN CLAIMED TO WATER FROM BASIN 02 FOR THE SAME PURPOSE OF USE AT THE SAME PLACE OF USE DESCRIBED ABOVE, WHICH WILL BE INCLUDED IN A DIRECTOR'S REPORT TO BE FILED AT A LATER DATE. ANY WATER RIGHTS RECOMMENDED IN THE BASIN 02 REPORT FOR THE SAME PURPOSE OF USE AT THE SAME PLACE OF USE DESCRIBED ABOVE WILL CONTAIN COMBINED USE LIMITATIONS FOR THIS RIGHT AND THE BASIN 02 RIGHTS.
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7. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
8. N08 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/14/2023

STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL
BENEFICIAL USE.

Dates and Other Information:

Decreed Date: 10/25/2002
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: 57C
Mitigation Plan: False

Combined Use Limits:

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>	<u>Water Rights</u>
		31.0	57-129 ,57-137 ,57-153

SubCase:

N/A

Water Supply Bank:

N/A



Western Region • 2735 W Airport Way • Boise, ID 83705-5082

Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

June 20, 2023

POWER PARTNERS 1 INC
24597 COLLETT RD
OREANA ID 83650-5070

RE: Notice of Change in Water Right Ownership for Water Right No(s): 57-153, 57-137, 57-129

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership.

***Please see the attached copies of your submitted Notice and attachments as a reference for this letter.**

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

During our review of the documentation you submitted we found that we will need additional documentation to proceed. There was no legal description of the property contained in the warranty deed that was submitted. The Exhibit A that came with the Warranty Deed describes an excluded strip of land but there is no legal description of the conveyed property itself. We will need a description of the conveyed property to proceed with your Notice.

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208)605-4620.

Sincerely,

Debra Mansfield
Office Specialist II

SCANNED

JUL 18 2023

Enclosure(s)

c: HOLLYWOOD PEACHES LLC

SCANNED

JUL 18 2023

MEMORANDUM

TO: Water Right File: 57-129, 57-137, 57-153
FROM: Debra Mansfield
DATE: March 29, 2023
RE: Telephone conversation with John Steiner

On June 6, 2022, the Department of Water Resources received a Notice of Change in Water Right Ownership for the above referenced water rights. There was no mailing address provided by the applicant on the form for the new owner Power Partners 1, Inc.

I contacted Mr. John Steiner, manager for the applicant Power Partners 1 Inc and asked if he could provide the mailing address to me. He provided me with the address 24597 Collett Rd, Oreana ID 83650 and gave me permission to edit the notice to reflect this address.

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JUL 18 2023

RE: Power Partners 1, Legal Description

From: Tyler Gunstream (tgunstream@pioneertitleco.com)
To: Idsteiner@yahoo.com; bacosta@pioneertitleco.com
Date: Wednesday, July 12, 2023 at 11:28 AM MDT

Not sure if this is any better, but I've labeled the excepted parcel and the property in question.

The description on your deed is how it has been described for over the last 20 years. But I've included the legal description formatted slightly different to help draw their attention to the "LESS" description and hopefully they will push through your application.

Tyler Gunstream

Owyhee and Blaine County Title Officer
Pioneer Title Co.

Direct: (208) 467-0117 • Office: (208) 466-6100
Email: tgunstream@pioneertitleco.com
100 10th Avenue South • Nampa, Idaho 83651
www.pioneertitleco.com



From: Lorna Steiner <ldsteiner@yahoo.com>
Sent: Monday, July 10, 2023 9:56 PM
To: Blanca Acosta <bacosta@pioneertitleco.com>; Tyler Gunstream <tgunstream@pioneertitleco.com>
Subject: Re: Power Partners 1, Legal Description

[CAUTION: External]

Tyler,

I attached two maps that John submitted with his application. Perhaps you have a better map? Are you able to provide an explanation to the legal description? I don't think they understand the Government Lot issue?? I appreciate your help. I've been in the hills moving cows, so I apologize for the late reply.

Thank you,

Lorna

On Monday, July 10, 2023 at 12:11:44 PM MDT, Tyler Gunstream <tgunstream@pioneertitleco.com> wrote:

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EXHIBIT A

In Township 4 South, Range 1 East, Boise Meridian, Owyhee County, Idaho

Section 25: Government Lot 4 (NWNW)

LESS a strip of land 100 feet wide lying in the Southwest Quarter of the Southwest Quarter, Sec. 24 and the Northwest Quarter of the Northwest Quarter, Section 25, Township 4 South, Range 1 East, Boise Meridian, Owyhee County, Idaho, the center line of which is described as follows: Beginning at a point which is 32 feet North of the Southwest corner of said Southwest Quarter of the Southwest Quarter, Sec. 24; thence North 89°25' East 527.8 feet to a point of curvature; thence along a curve to the right which has a radius of 1432.40 feet approximately 727.2 feet to the East line of said Northwest Quarter of the Northwest Quarter, Sec. 25.

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JUL 18 2023



RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2019
EDITION



Page 1 of 7

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

ID# 1 DATE NOV. 3 - 2020
LISTING AGENCY None Office Phone # 208-834-2588 Fax #
Listing Agent _____ Phone #
SELLING AGENCY None Office Phone # _____ Fax #
Selling Agent _____ Phone # 83650
1. BUYER: Power Partners 1 INC. 24597 Castle Rd Oneonta
(Hereinafter called "BUYER") agrees to purchase; and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to
as "PROPERTY" COMMONLY KNOWN AS Hollywood Peaches LLC Castle Creek
DREANA City Owyhee County, ID, Zip 83650 legally described as: To be
attached - South 40 Acres Hwy 78 Owyhee County
OR Legal Description Attached as exhibit 1 via title report (Exhibit must accompany original offer and be signed or initialed by
BUYER and SELLER.)
2. \$ 100,000.00 PURCHASE PRICE: One hundred thousand DOLLARS,
payable upon the following TERMS AND CONDITIONS (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☐ No (N/A if left blank)

3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.

(A) \$ 1.00 EARNEST MONEY: One dollar DOLLARS
BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:

- ☐ Cash
- ☐ Personal Check
- ☐ Cashier's Check
- ☐ Wire Transfer
- ☐ Note
- ☐ See Section 4

Held By:

- ☐ Responsible Broker
- ☐ Closing Company
- ☐ See Section 4

Delivered:

- ☐ With Offer
- ☐ Within _____ business days (three [3] if left blank) of acceptance.
- ☐ See Section 4

Deposited:

- ☐ Upon Receipt and Acceptance
- ☐ Upon Receipt Regardless of Acceptance
- ☐ See Section 4

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JUL 18 2023

THE RESPONSIBLE BROKER SHALL BE: none - John Steiner is an Idaho Licensed Realtor

(B). ALL CASH OFFER: ☐ NO ☐ YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with N/A (Not Applicable). IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within _____ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement.

(C) Cash proceeds from another sale: ☐ Yes ☒ No (N/A if left blank) Loan

(D). \$ 100,000.00 NEW LOAN PROCEEDS: If a number greater than zero appears in the preceding blank then this Agreement is contingent upon BUYER obtaining the following financing:

FIRST LOAN of \$ _____ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other _____. In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing,

BUYER's Earnest Money shall be returned to BUYER.

SECOND LOAN of \$ _____ through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other _____

LOAN APPLICATION: BUYER ☐ has applied OR ☐ shall apply for such loan(s). Within _____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have 24 hours from receipt thereof to notify BUYER of any price reduction. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. FHA/VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

If such written confirmation required in 3(B) or 3(D) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was

BUYER'S Initials (JS) (_____) Date 11-3-20

SELLER'S Initials (JK) (_____) Date 11-3-20

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JULY 2019 EDITION

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT

Page 1 of 7

This form was prepared by Danny M. Cafferty | Danny M. Cafferty Realty | danny@dmcraef.com | 208-244-1080

PROPERTY ADDRESS: 29776 Hwy 78 40 Acres ID#: 1

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JUL 18 2023

required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

(E). \$ ADDITIONAL FINANCIAL TERMS:

- ☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
☐ Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

(F). \$ 100,000.00 APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, in GOOD FUNDS, which includes: **cash, electronic transfer funds, certified check or cashier's check.**

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing Closing Contingent on Buyer obtaining

loan on the property and Building permit with Oneida County - transfer of water rights to the property - Buyer to get title report with legal description

5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are **INCLUDED IN THE PURCHASE PRICE** (unless excluded below) and shall be transferred free of liens and in as-is condition. Unless specifically excluded below, the fixtures and fittings and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY are included in the purchase price and shall include (1) all personal property owned by the SELLER and used primarily in connection with the PROPERTY, and (2) all rights and easements appurtenant to the PROPERTY. BUYER should satisfy himself/herself that the condition of the included items is acceptable. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein.

ITEMS SPECIFICALLY INCLUDED IN THIS SALE: 1/ one half interest in artesian well located on the property - all water rights and any mineral rights - Proof of Finance

ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: Legal to be Attached by title company report

6. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

7. INSPECTION:

(A). BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)

- 1. LINES AND BOUNDARIES:** Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- 2. ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- 3. UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV, internet and drainage.
- 4. UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability): NA

5. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.

6. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

(B). BUYER chooses ☐ to conduct inspections; ☐ not to conduct inspections. If BUYER chooses not to conduct inspections skip the remainder of Section 7. If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at **BUYER'S expense, hereafter referred to as the "Primary Inspection."** BUYER'S inspection of the PROPERTY includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the

BUYER'S Initials (JES) () Date 11-3-20

SELLER'S Initials (JK) () Date 11-3-20

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OWNERSHIP CHANGE (O/C)Transfer # _____ WR #(s) 57-129, 57-137, 57-153 Reviewer DM Date 3-29-23**OS2 – INITIAL REVIEW & FILE PREP**☒ **O/C Tracking Record**

Add new record(s) in Ownership Change Tracking workflow if not already recorded. If there are multiple incomplete records for same WR(s), coordinate with O/C processing staff.

☒ **Receipt Correct**

Fee is appropriate for number and split status of WRs. Receipt reflects correct amount and PCA code.

❖ **For Corrections:** Email Fiscal to request receipt corrections. Date Request Sent: _____

❖ **For Overpayments:** Note amount of overpayment to be refunded after processing: _____

☒ **If Transfer, give to WRA with transfer, otherwise continue review.**☒ **WR Status in Info Search**

Basis is Licensed or Decreed, and Status is Active.

☒ **WR Water Supply Bank Status**

Review docs via Info Search to see if WSB Lease associated with WR(s). If WSB Lease, review agreement doc for expiration date. If current, send email to WSB State Office staff to coordinate processing O/C.

☒ **WR Owner in Info Search**

Compare current owner name(s) to new owner(s) on O/C form. If same, confirm O/C process already complete, then request refund, create return letter, mark Returned in O/C Tracking.

☒ **SRBA Decree Status**

Check the SRBA website (<http://srba.idaho.gov/SREPT.HTM>) to confirm the decree hasn't been rescinded or amended.

☒ **Note Relative Dates of License/Decree vs Ownership Document**

If ownership document dated prior to decree/license see WR Supervisor.

☒ **Review Conveyance Documentation and Signatures**

Confirm type of deed/document(s) submitted and signature(s) acceptable per Admin Memo Records Memo No. 9. Request any necessary additional information.

☒ **Create GIS shape of legal property description on deed/document(s)**

Use Deed Plotter to map property descriptions and create shape files for ArcMap as needed.

❖ **Save files to:** N:\WRPROCESSING\Ownership Change Processing\Deed Plotter Shapes

❖ **File name:** Date received & applicant name: 6-6-22 Power Partners Inc.

☒ **Compare legal property description to WR POU legal to ArcMap WR POU shape**

If split, forward the notice, this checklist, and any notes to the next WRA in line to process. SPLIT

OS2 or WRA – PROCESS NOTICE**____ Compare POU and Legal Description for Other Possible WRs**

If other WR(s) found to match deed, list them here to be included in acknowledgement letter:

____ For Splits: Print Proof Report and POD & POU Map BEFORE Split

Use WR/Layouts tool to print map(s) including all POU shapes. Write "BEFORE SPLIT" at tops of documents.

____ Complete O/C in Workflow

See Workflow Water Rights Process and confirm "Completion" status. Ensure all new owners are correctly listed, previous Representatives removed from WR record.

____ **For Splits: Update WR in AdHoc**

WR Status is Active and Draft is set to No. Conditions, POU shapes, and rates are correct for parent and child WR(s).

____ **For Splits: Print Parent WR Proof Report and POD & POU Map AFTER Split**

Use WR/Layouts tool to print map(s) including all POU shapes. Write "AFTER SPLIT" at tops of documents.

____ **For Splits: Print Child WR Proof Report and POD & POU Map**

Use WR/Layouts tool to print map(s) including all POU shapes. Write "CREATED BY SPLIT" at tops of documents.

____ **Refund Overpayment**

If applicable, email Fiscal to request refund as notated above in Initial Review section. Print 1 copy of refund request to be profiled into WR file.

❖ Date Request Sent: _____

OS2 or WRA – CORRESPONDENCE & PROFILING

Copies of the below documents should be prepared for:

- ❖ **WR Record** – 1 copy to be profiled as part of O/C correspondence
- ❖ **New Owner(s)** – 1 copy for each new owner at different mailing addresses
- ❖ **Split Parent Right Owner(s)** – 1 copy for parent right owners. Report & map for PARENT WR, not child WR.
- ❖ **Other Contacts** – If applicable, 1 copy for each Representative or Security Interest on WR.

____ **Print Proof Report and POD & POU Map for WR Owners**

____ **Create Cover Letters**

Generate "O/C Complete" or "O/C Split Complete" letter in O/C Tracking, including all affected WRs in one letter.

- ❖ **Additional WR(s):** If applicable, include information about other possible WRs found during review.
- ❖ **Refunds:** If applicable, include information about refund for any overpayment (see template).

____ **Mail Documents to Owner(s)**

Mail the above prepared cover letters, proof reports, and maps to all applicable contacts.

____ **Initial and Date Bottom of Notice**

Initial "Approved by" (if blank) and "Processed by" fields at bottom of Notice, and write in date of completion.

____ **Organize Paperwork**

Top to Bottom: Checklist, Transfer Memo, Notice & attachments, correspondence to owners, Split proof reports & maps

____ **Prepare Internal Notes & Research (optional—for complex splits)**

- ❖ Paperclip notes together at the back of the O/C packet with a sticky note indicating that they should be saved.
- ❖ Create a new folder in N:\WRPROCESSING\Ownership Change Processing\Complex Splits, using the O/C date received & applicant name for the folder name. Ex: 2021-12-31_JohnDoeRanch
- ❖ OS2 will scan notes to this folder, they will not be profiled with the rest of the O/C.

____ **Return File to OS2 for Verification, Scanning and Profiling**

OS2 will verify that all appropriate letters and documentation have been created and mailed, and O/C Tracking record is closed, completing any steps as necessary.

PROCESSING NOTES: