

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 29 2023

Department of Water Resources
Eastern 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?
31-12310 <i>OK</i>	Yes ☐	Yes ☐	31-7015D <i>OK</i>	Yes ☐	Yes ☐
31-2271 <i>OK</i>	Yes ☐	Yes ☐	31-7037B <i>OK</i>	Yes ☐	Yes ☐
31-7015C <i>OK</i>	Yes ☐	Yes ☐	31-2335B <i>OK</i>	Yes ☐	Yes ☐
31-7293H <i>OK</i>	Yes ☐	Yes ☐	31-7024D <i>OK</i>	Yes ☐	Yes ☐
31-12098 <i>OK</i>	Yes ☐	Yes ☐	31-7293F <i>OK</i>	Yes ☐	Yes ☐

2. Previous Owner's Name: Brown Delta II c/o Homestead Capital
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Mickelsen Properties, LLC
New owner(s) as listed on the conveyance document

PO Box 438
Mailing address
208-709-1295
Telephone

Rigby
City
sjwmick@gmail.com
Email

Name connector ☐ and ☐ or
ID 83442
State Zip

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: 06/20/2023
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 # 31-2271

8. Signature: *[Signature]* CFO 06/21/2023
 Signature of new owner/claimant Title, if applicable Date
 Print name
- Signature: _____
 Signature of new owner/claimant Title, if applicable Date
 Print name

Received by JB Date 6/29/2023 For IDWR Office Use Only: Receipt No. E049319 Receipt Amt. \$250.-
 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 JB Processed by JB Date 8/9/2023

AUG 09 2023

THIS DOCUMENT IS FILED FOR RECORD BY
FLYING S TITLE AND ESCROW
AS AN ACCOMMODATION ONLY.
NO EXAMINATION HAS BEEN MADE AS TO
ITS ACCURACY OR ITS EFFECT UPON THE TITLE.

Instrument # 480133
RIGBY, JEFFERSON, IDAHO
06-20-2023 03:13:17 PM No. of Pages: 4
Recorded for: FLYING S TITLE AND ESCROW - RIGBY
COLLEEN C POOLE Fee: \$15.00
Ex-Officio Recorder Deputy: LK
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space above for Recorder's use)

SPECIAL WARRANTY DEED

Grantor: Brown Delta II, LLC, an Idaho limited liability company
c/o Homestead Capital USA, LLC
One Embarcadero Center, Suite 3860
San Francisco, CA 94111

Grantee: Mickelsen Properties, LLC, an Idaho limited liability company
P.O. Box 438
Rigby, ID 83442

For value received, Grantor hereby conveys, grants, and specially warrants unto Grantee its entire right, title, and interest in and to the real property in Jefferson County, Idaho, described below, together with all of Grantor's rights, title, and interest in and to all fixtures and improvements thereon and appurtenances thereto (collectively, the "Property"), along with all irrigation equipment and tangible property located thereon (exclusive of tangible personal property owned by third parties farming the Property) and all appurtenant water rights, including, but not limited to the following water rights, as identified in the records of the Idaho Department of Water Resources: ((i) 31-12310, (ii) 31-2271, (iii) 31-7015C, (iv) 31-7293H, (v) 31-12098, (vi) 31-7015D, (vii) 31-7037B, (viii) 31-2335B, (ix) 31-7024D, and (x) 31-7293F to have and to hold the same unto Grantee and its successors and assigns forever:

See Exhibit A attached hereto and made a part hereof.

Grantor conveys the Property subject to: a) encumbrances of record; b) taxes accruing after December 31, 2023; c) ordinances, and federal and state rights and reservations, including, without limitation, patents, oil, gas, and minerals; d) conflicts in boundary lines, shortage in area, encroachments, or any other fact that a correct survey would disclose; e) easements or claims of easement not shown by the public records; f) use restrictions and building and zoning regulations and ordinances of any governmental unit. Grantor makes no warranties or covenants with respect to title to the Property except only that Grantor warrants and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

SCANNED 480133

AUG 09 2023

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FLYING S TITLE AND ESCROW
AS AN ACCOMMODATION ONLY.
NO EXAMINATION HAS BEEN MADE AS TO
ITS ACCURACY OR ITS EFFECT UPON THE TITLE.

E-RECORDED

simplified

ID: 480133
County: Jefferson
Date: 6-20-23 Time: 3:13

space above for Recorder's use)

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c/o Homestead Capital USA, LLC
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GRANTOR:

Brown Delta II, LLC

An Idaho limited liability company

By: Happy Valley USA II, L.L.C.

Its: Sole Member

By: Homestead Capital USA Farmland Fund II, L.P.

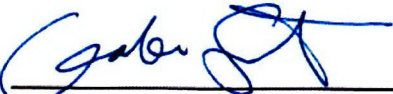
Its: Managing Member

By: Homestead Capital USA Farmland Fund II GP, L.P.

Its: General Partner

By: Homestead Capital USA Farmland Fund II UGP, LLC

Its: General Partner

By: 
Gabe Santos, Managing Member

By: 
Daniel Little, Managing Member

SCANNED

AUG 09 2023

EXHIBIT A

Legal Description

SECTION 21: E $\frac{1}{2}$ SW $\frac{1}{4}$ LYING EAST OF THE HIGHWAY RIGHT OF WAY; W $\frac{1}{2}$ SE $\frac{1}{4}$ EXCEPT CAMAS TOWNSITE AND ADDITION NO. 1 TO CAMAS TOWNSITE

SECTION 28: E $\frac{1}{2}$ LYING WEST OF THE RAILROAD RIGHT OF WAY; W $\frac{1}{2}$ LYING EAST OF THE HIGHWAY RIGHT OF WAY.

SECTION 33: NW $\frac{1}{4}$ NE $\frac{1}{4}$ LYING WEST OF THE RAILROAD RIGHT OF WAY; NE $\frac{1}{4}$ NW $\frac{1}{4}$ LYING EAST OF OLD U.S. HIGHWAY NO. 91.

EXCEPT: PART OF THE N $\frac{1}{2}$ N $\frac{1}{2}$ OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 36 E.B.M., JEFFERSON COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S. 00°17'11" E. 1307.92 FEET ALONG THE WEST LINE OF SAID SECTION 33 AND N. 89°57'47" E. 2692.40 FEET ALONG THE SOUTH LINE OF THE N $\frac{1}{2}$ N $\frac{1}{2}$ OF SAID SECTION 33, FROM THE NORTHWEST CORNER OF SAID SECTION 33, SAID POINT BEING A RECOVERED BRASS CAP MARKING THE CN 1/16TH CORNER OF SAID SECTION 33, AND RUNNING THENCE S. 89°57'47" W. 293.66 FEET ALONG THE SOUTH LINE OF THE N $\frac{1}{2}$ N $\frac{1}{2}$ OF SAID SECTION 33 TO A POINT COINCIDENT WITH THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 91; THENCE N. 05°43'02" W. 747.01 FEET ALONG SAID RIGHT-OF-WAY TO AN EXISTING EAST-WEST FENCE LINE; THENCE S. 85°46'17" E. 1471.23 FEET ALONG SAID FENCE LINE TO A POINT COINCIDENT WITH THE WESTERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; THENCE S. 02°39'31" W. 632.43 FEET ALONG SAID RAILROAD RIGHT-OF-WAY TO THE SOUTH LINE OF THE N $\frac{1}{2}$ N $\frac{1}{2}$ OF SAID SECTION 33; THENCE S. 89°50'46" W. 1069.82 FEET ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of SAN FRANCISCO)

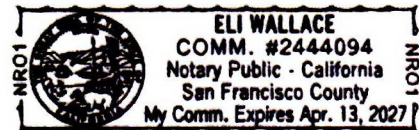
On JUNE 8, 2023 before me, ELI WALLACE, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared GABE SANTOS AND DANIEL LITTLE

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of SPECIAL WARRANTY DEED

containing 3 pages, and dated 6/8/23

The signer(s) capacity or authority is/are as:

- ☒ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # 3 Entry # 415

Notary contact: NOTARYELIWALLACE@GMAIL.COM

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

Instrument # 480762

RIGBY, JEFFERSON, IDAHO

7-26-2023 04:50:50 PM No. of Pages: 7

Recorded for : KYLE JACOBS

COLLEEN C. POOLE

Fee: 15.00

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED CORRECTION

RR

space above for Recorder's use)

CORRECTION SPECIAL WARRANTY DEED

Grantor: Brown Delta II, LLC, an Idaho limited liability company
c/o Homestead Capital USA, LLC
One Embarcadero Center, Suite 3860
San Francisco, CA 94111

Grantee: Mickelsen Properties, LLC, an Idaho limited liability company
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SCANNED

AUG 09 2023

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An Idaho limited liability company

By: Happy Valley USA II, L.L.C.

Its: Sole Member

By: Homestead Capital USA Farmland Fund II, L.P.

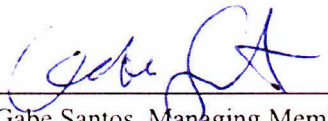
Its: Managing Member

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Its: General Partner

By: Homestead Capital USA Farmland Fund II UGP, LLC

Its: General Partner

By: 
Gabe Santos, Managing Member

By: _____
Daniel Little, Managing Member

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN FRANCISCO

On JULY 20, 2023 before me, JACQUELINE TSANG , NOTARY PUBLIC
(insert name and title of the officer)

personally appeared GABE SANTOS,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



SCANNED

AUG 09 2023

GRANTOR:

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An Idaho limited liability company

By: Happy Valley USA II, L.L.C.

Its: Sole Member

By: Homestead Capital USA Farmland Fund II, L.P.

Its: Managing Member

By: Homestead Capital USA Farmland Fund II GP, L.P.

Its: General Partner

By: Homestead Capital USA Farmland Fund II UGP, LLC

Its: General Partner

By: _____

Gabe Santos, Managing Member

By: _____

Handwritten signature of Daniel Little in black ink, written over a horizontal line.

Daniel Little, Managing Member

SEE
ATTACHED

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Marin }

On July 20th, 2023 before me, Tom Royall, notary public
(Here insert name and title of the officer)

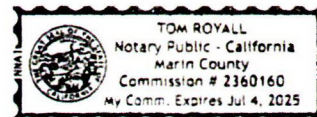
personally appeared Daniel Brown Little,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by
his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Tom Royall
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Correction to Special
(Title or description of attached document)

Warranty Deed
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

Legal Description

SECTION 21: E $\frac{1}{2}$ SW $\frac{1}{4}$ LYING EAST OF THE HIGHWAY RIGHT OF WAY; W $\frac{1}{2}$ SE $\frac{1}{4}$ EXCEPT CAMAS TOWNSITE AND ADDITION NO. 1 TO CAMAS TOWNSITE

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PARCEL 1: (PART OF PARCEL NO. RPK022800A006B)
BLOCKS 1 THROUGH 5, INCLUSIVE, ADDITION NO. 1 TO THE ORIGINAL TOWNSITE OF CAMAS, JEFFERSON COUNTY, IDAHO, AS SHOWN ON THE RECORDED PLAT THEREOF LYING IN SECTION 21, TOWNSHIP 8 NORTH, RANGE 36 E.B.M., JEFFERSON COUNTY, IDAHO.

TOGETHER WITH VACATED STREETS AND ALLEYS AS SET FORTH IN ORDINANCE #10-04, RECORDED OCTOBER 26, 2010, AS INSTRUMENT NO. 387696.

PARCEL 2: (REMAINDER OF PARCEL NO. RPK022800A006B)
THE FOLLOWING LOTS AND BLOCKS IN THE ORIGINAL TOWNSITE OF CAMAS, JEFFERSON COUNTY, IDAHO, AS SHOWN ON THE RECORDED PLAT THEREOF:

BLOCK A: LOTS 6 AND 7

BLOCK H: LOTS 3 THROUGH 10, INCLUSIVE

BLOCK I: ALL

BLOCK P: ALL

BLOCK Q: ALL

TOGETHER WITH VACATED STREETS AND ALLEYS AS SET FORTH IN ORDINANCE #10-04,
RECORDED OCTOBER 26, 2010, AS INSTRUMENT NO. 387696.

This deed is being recorded to correct and replace the Special Warranty Deed recorded June 20, 2023, as
Instrument No.480133, which contained an erroneous legal description.

SCANNED

AUG 09 2023

IDAHO

Thank you

PURCHASE RECEIPT

Jefferson County Clerk

210 Courthouse Way, Suite 100
Rigby ID 83442
(208)745-7756
OTC Local Ref ID: 85177230
7/26/2023 04:53 PM

Your credit card or bank statement will show a charge from Idaho.Gov

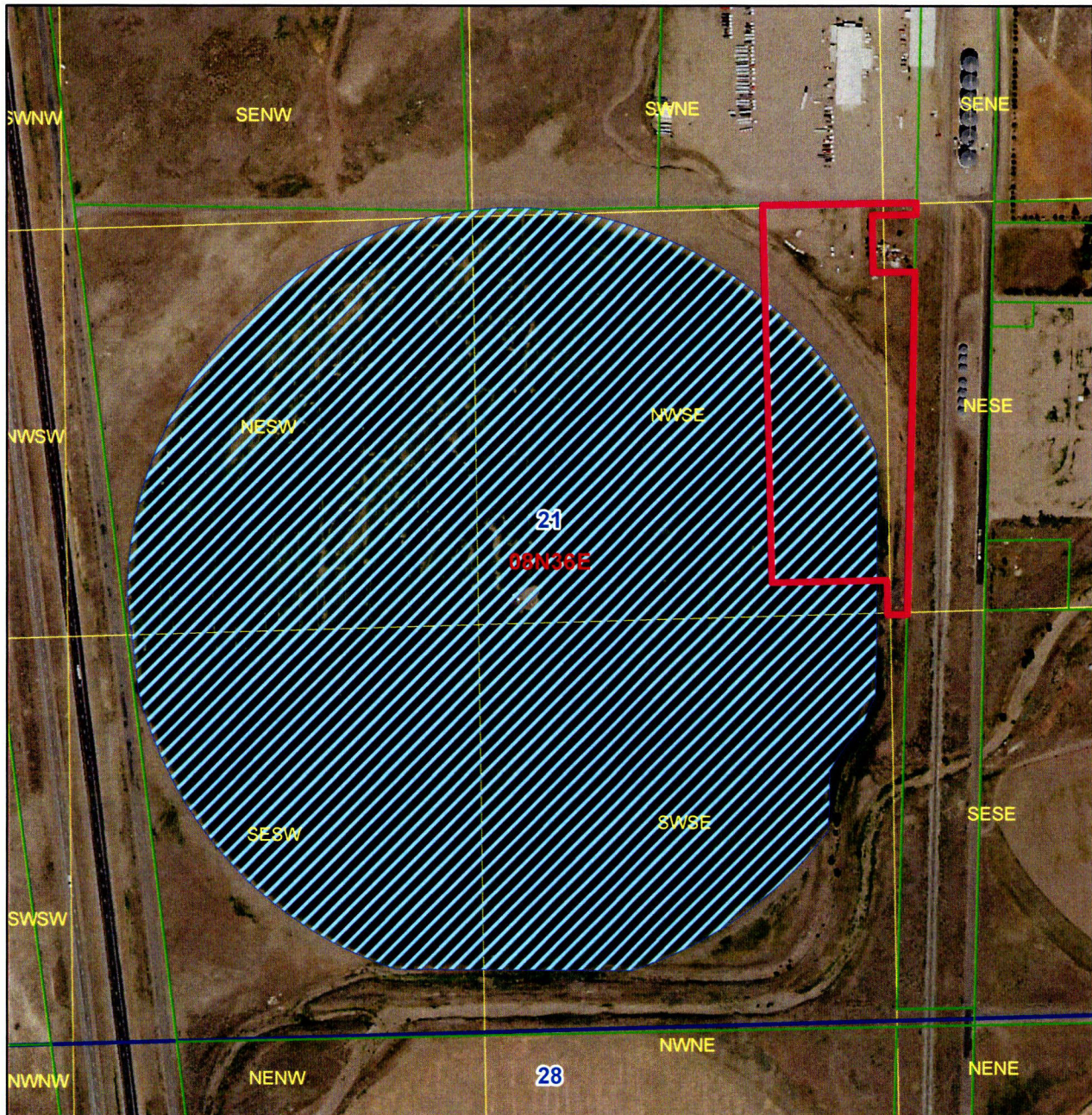
Status: **APPROVED**
Customer Name: JACOBS/KYLE
Type: Visa
Credit Card Number: **** * 2030

Items	Quantity	TPE Order ID	Total Amount
Recording	1	58918740	\$15.00
Name: kyle Jacob			
Total remitted to the Jefferson County Clerk			\$15.00
Access Idaho Fee	1	58918740	\$1.45
Total Amount Charged			\$16.45

Signature

To offer the convenience of using your bank card, a service fee of 3% plus \$1.00 has been added to your transaction. This fee goes to our third-party provider, Idaho.gov. The County does not keep any portion of this fee.

Idaho Department of Water Resources



Legend

-  Property Retained by Brown Delta
-  POU 31-12310, 31-2271
-  Parcels
-  Township/Range
-  Sections
- QQ

SCANNED SCANNED

AUG 09 2023 JUL 11 2023



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

August 09, 2023

MICKELSEN PROPERTIES LLC
PO BOX 438
RIGBY ID 83442-0438

Re: Change in Ownership for Water Right No(s): 31-2271, 31-2335B, 31-7015C, 31-7015D, 31-7024D, 31-7037B, 31-7293F, 31-7293H, 31-12098, 31-12310

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) 497-3787.

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)

cc: IDAHO AGCREDIT
WATER DISTRICT 110
JEFFERSON CLARK GROUND WATER DISTRICT

SCANNED

AUG 09 2023



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

July 11, 2023

MIKELSEN PROPERTIES LLC
PO BOX 438
RIGBY ID 83442

RE: Change in Ownership Water Right No. 31-12310, 31-2271, 31-7015c, 31-7293h, 31-12098, 31-7015d, 31-7037b, 31-2335B, 31-7024D, 31-7293F

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership. The department has sufficient evidence to update 31-7015c, 31-7293h, 31-12098, 31-7015d, 31-7037b, 31-2335B, 31-7024D, 31-7293F.

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

**** **Evidence of Ownership:** There are some discrepancies between the legal description for the property and your ownership in the entire place of use of 31-12310 and 31-2271. Please review the map attached. If it is the intent for you to have ownership in the entire water right, maybe there will be a rental agreement to continue to water that portion of the ground or if it is your intent to transfer the water right off that property. A transfer application will be required. The department acknowledges the water rights were listed on the deed; however, the legal description would indicate a split is required. Please review the information and let the department know how to proceed.

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

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Bailly
Technical Records Specialist

SCANNED

SCANNED

AUG 09 2023 JUL 11 2023