

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 25 2024

DEPT. OF WATER RESOURCES
SOUTHERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. 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, check "Yes" of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
37-158C	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-274	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-894B	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-276B	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Bigwood Sports LLC

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Bigwood Golf Partners LLC

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or

PO Box 2547

Ketchum

ID

83340

Mailing address

City

State

Zip

650-521-6898

cl@bigwoodsv.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: 4/30/24

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 # 37-158C

8. Signature: CL Lyle Owner 6/12/24

Signature of new owner/claimant

Title, if applicable

Date

Christopher Lyle

Print name

- Signature: Lyndsay Lyle Owner 6/12/24

Signature of new owner/claimant

Title, if applicable

Date

Lyndsay Lyle

Print name

For IDWR Office Use Only:

Received by DM Date 6/25/2024 Receipt No. 5040267 Receipt Amt. \$100-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 TW Date 7/29/2024

Instrument # 705992

HAILEY, BLAINE, IDAHO
04-30-2024 3:52:38 PM No. of Pages: 3
Recorded for: BLAINE COUNTY TITLE
STEPHEN MCDUGALL GRAHAM Fee: \$15.00
Ex-Officio Recorder Deputy: JG
Electronically Recorded by Simplifile



WARRANTY DEED

FOR VALUE RECEIVED

Bigwood Sports, LLC, an Idaho Limited Liability Company,

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

Bigwood Golf Partners, LLC, an Idaho Limited Liability Company

the Grantee, whose current address is: PO Box 6854, Ketchum, ID 83340

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this 26th day of April, 2024.

BIGWOOD SPORTS, LLC

A handwritten signature in black ink, appearing to read "William Weidner", is written over a horizontal line.

William Weidner
Manager

State of Louisiana

County of Orleans

Parish

This record was acknowledged before me on 24 day of April, 2024, by William Weidner, as Manager of Bigwood Sports, LLC.



Notary Public John D. Sileo

My Commission Expires: not clear

John D. Sileo

Louisiana Bar # 17797

Lifetime Commission

(STAMP)

EXHIBIT "A"
LEGAL DESCRIPTION

Block 11, 14, 16 and 18 of BIGWOOD P.U.D. LARGE BLOCK SUBDIVISION PLAT, according to the official plat thereof, recorded as Instrument No. 270981, Records of Blaine County, Idaho.

AND

Block 12A of BIGWOOD P.U.D. SUBDIVISION BLOCK 12A, according to the official plat thereof, recorded as Instrument No. 429493, Records of Blaine County, Idaho.

AND

Block 13, 17A, 17B, 21 and 22 of AMENDED BIGWOOD P.U.D. SUBDIVISION BLOCKS 4A-4D, 5, 7, 12, 13, 17A, 17B, 19, 21 and 22, according to the official plat thereof, recorded as Instrument No. 289785, Records of Blaine County, Idaho.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "**Agreement**"), dated as of April 19, 2024 for reference purposes only, is made and entered into by and between Buyer and Seller.

RECITALS

A. Defined terms are indicated by initial capital letters. Defined terms shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.

B. Buyer desires to purchase the Property and Seller desires to sell the Property described in Article 2, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Buyer to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Buyer and Seller agree as follows:

ARTICLE 1 - BASIC INFORMATION

1.1 Certain Basic Terms. The following defined terms shall have the meanings set forth below:

1.1.1 Seller: Bigwood Sports, LLC, an Idaho limited liability company.

1.1.2 Buyer: Bigwood Golf Partners, LLC, an Idaho limited liability company

1.1.3 Purchase Price: [REDACTED] which the Buyer and Seller agree to allocate and report as follows for income tax purposes:

Land
Buildings
Other Improvements
Personal Property

\$ [REDACTED]

1.1.4 Deposit: [REDACTED] to be deposited in one installment in accordance with Section 3.1 below. Unless Buyer elects, or is deemed to have elected, to terminate this Agreement prior to the end of Due Diligence Period, the Deposit shall become nonrefundable to Buyer following the end of the Due Diligence Period. If Buyer terminates this Agreement during the Due Diligence Period, the Deposit shall be refunded to Buyer.

1.1.5 Title Company: Old Republic National Title Insurance Company

1.1.6 Escrow Agent: Blaine County Title Associates, Inc.

1.1.7 Seller's Broker: Spencer Cordovano

1.1.8 Buyer's Broker: Intentionally Omitted.

1.1.9 Effective Date: The date on which this Agreement is executed by the later to sign of Buyer or Seller, as indicated on the signature page of this Agreement.

1.1.10 Property Information Delivery Date: Parties acknowledge receipt from escrow agent on 4/18/2024.

1.1.11 Commitment Delivery Date: The date which is seven (7) business days after the Effective Date.

1.1.12 Title and Review Period: The period beginning on the Commitment Delivery Date and ending seven (7) business days thereafter.

1.1.13 Due Diligence Period: The due diligence period shall expire at 5:00 p.m. on April 23, 2024.

1.1.14 Not Applicable.

1.1.15 Closing Date: The closing date shall be on April 30, 2024.

1.2 Closing Costs: Closing costs shall be allocated and paid as follows:

Cost	Responsible Party
Commitment required to be delivered pursuant to Section 5.1	Seller
Premium for Standard Coverage Owner's Policy of Title Insurance required to be delivered pursuant to Section 5.5	Seller
Premium for any costs of Title Policy attributable to ALTA Extended Coverage and any endorsements desired by Buyer, any inspection fee charged by the Title Company, tax certificates, municipal and utility lien certificates, and any other Title Company charges	Buyer
Costs of Survey and/or any revisions, modifications or recertifications thereto	Buyer
Costs for UCC Searches	Buyer
Recording Fees	Buyer
Any escrow fee charged by Escrow Agent for holding the Deposit, if any, or conducting the Closing	Buyer 50% Seller 50%

Any sales taxes on any Tangible or Intangible Personal Property included in the purchase and sale	Seller
All other closing costs, expenses, charges and fees	To be paid in accordance with the Blaine County custom

1.3 Notice Addresses:

To Seller: 3000 Ridgelake Dr., Metairie, LA 70002
Email: bill@riverconstruction.net

With a copy to: Brian Barsotti
PO Box 370
Ketchum, ID 83340
Email: brian@barsotti.com

To Buyer: Post Office Box 6854, Ketchum, ID 83340
Email: info@laski-clark.com

With a copy to: Edward A. Lawson
Lawson Laski Clark, PLLC
PO Box 3310
Ketchum, ID 83340
Email: edward@laski-clark.com

ARTICLE 2 - PROPERTY

Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following property (collectively, the "**Property**");

2.1 **Real Property.** The land described below (the "**Land**"), together with (i) all improvements located thereon ("**Improvements**"), (ii) all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining thereto, including water rights, and (iii) all right, title, and interest of Seller, if any, in and to all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining such Land (collectively, the "**Real Property**").

Legal Description:

Block 11, 14, 16 and 18 of BIGWOOD P.U.D. LARGE BLOCK SUBDIVISION PLAT, according to the official plat thereof, recorded as Instrument No. 270981, Records of Blaine County, Idaho.
AND

Block 12A of BIGWOOD PLUD, SUBDIVISION BLOCK 12A, according to the official plat thereof recorded as Instrument No. 429493, Records of Blaine County, Idaho,
AND
Block 13, 17A, 17B, 21 and 22 of AMENDED BIGWOOD PLUD, SUBDIVISION BLOCKS 4A-4D, 5, 7, 12, 13, 17A, 17B, 19, 21 and 22, according to the official plat thereof recorded as Instrument No. 289785, Records of Blaine County, Idaho.

2.2 Tangible Personal Property. All of Seller's right, title and interest in the inventory, accounts receivable, equipment, machinery, furniture, furnishings, supplies and other tangible personal property, if any, owned by Seller and now or hereafter located in and used in connection with the operation, ownership or management of the Real Property and the golf course business located thereon (collectively, the "**Tangible Personal Property**").

2.3 Intangible Personal Property. All of Seller's right, title and interest, if any, without warranty, in all intangible personal property related to the Real Property and the Improvements, including, without limitation, all to the extent assignable: all trade names and trademarks associated with the Real Property and the Improvements, including the name of the Real Property; the plans and specifications and other architectural and engineering drawings for the Improvements, if any; warranties, if any; contract rights related to the construction, operation or management of the Real Property and Tangible Personal Property, if any (collectively, the "**Service Contracts**") (but Seller's right, title and interest therein shall only be assigned to the extent Seller's obligations thereunder are expressly assumed by Buyer pursuant to this Agreement); all leases and license agreements with respect to the Real Property, if any (collectively, the "**Leases and License Agreements**"); all rights to any actions of any nature available to or being pursued by Seller to the extent related to the Real Property or Tangible Personal Property; governmental permits, approvals and licenses, if any; internet domain names, telephone exchange numbers; and all goodwill and the going concern value of the golf course business (collectively, the "**Intangible Personal Property**").

2.4 Liabilities. Buyer shall not assume and shall not be responsible to pay, perform or discharge any liabilities of Seller or any of its affiliates of any kind or nature whatsoever other than the liabilities expressly assumed in writing (the "**Excluded Liabilities**"). Seller shall, and shall cause each of its affiliates to, pay and satisfy in due course all Excluded Liabilities which it or they are obligated to pay and satisfy. Any Excluded Liability not disclosed prior to Due Diligence Termination Date shall entitle Buyer to terminate this Agreement and receive a refund of the Deposit.

2.5 Idaho State Liquor License Number 14737.

ARTICLE 3 – DEPOSIT

3.1 Deposit. Within three (3) business days after the Effective Date, Buyer shall deposit the Deposit in the amount of [REDACTED] with Escrow Agent.

3.2 Form; Failure to Deposit. The Deposit shall be in the form of a certified or cashier's check or the wire transfer to Escrow Agent of immediately available U.S. federal funds.





0005694813

**STATE OF IDAHO***Office of the secretary of state, Phil McGrane***AMENDMENT TO CERTIFICATE OF
ORGANIZATION OF LIMITED LIABILITY COMPANY**

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$30.00

*For Office Use Only***-FILED-**

File #: 0005694813

Date Filed: 4/25/2024 10:11:28 AM

Filing Fee

Selected Service Type: Standard (filing fee \$30)

The current name of the limited liability company is:

Bigwood Golf Partners, LLC

The file number of this entity on the records of the Idaho
Secretary of State is:

0005655352

Entity Type:

Limited Liability Company

Entity Subtype:

Limited Liability Company

The date the certificate of organization was originally filed:

2024-03-20 15:49:48.753

Limited Liability Company Name

Entity name

Bigwood Golf Partners, LLC

2. The complete street address of the principal office is amended to:

Principal Office Address

115 THUNDER TRAIL
KETCHUM, ID 83340**3. The mailing address of the principal office is amended to:**

Mailing Address

LYNDSAY LYLE
PO BOX 6854
KETCHUM, ID 83340**4. Managers and Members**

Name	Title	Address
☒ ~~VP Companies, Inc.~~		~~PO BOX 284 SUN VALLEY, ID 83353~~
☒ LCBL Trust	Manager	PO BOX 6854 KETCHUM, ID 83340

Signature of Authorized Person:*Gretchen Peter*

Sign Here

04/25/2024

Date

B0904-7230 04/25/2024 10:11 AM Received by Office of the Idaho Secretary of State



Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

July 29, 2024

BIGWOOD GOLF PARTNERS LLC
PO BOX 2547
KETCHUM ID 83340-2481

Re: Change in Ownership for Water Right No(s): 37-158C, 37-274, 37-894B, 37-276B

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) 293-9912.

Sincerely,

A handwritten signature in black ink, appearing to read "Tyler Wallace", is written over a light blue horizontal line.

Tyler Wallace
Engineer Associate

Enclosure(s)

Cc:
Water District 37