

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 15 2021

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 #6 of the instructions. DEV

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
25-12328 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
25-12370 OK	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Oma Dixon
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Heleen Eggers Honest John LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1423 N. 615E Shelley Idaho 83274
Mailing address City State ZIP
- Telephone _____ Email _____

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 9-24-13

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

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):
- ☐ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☐ 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: Heleen Eggers Owner/manager 11-10-2021
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by JB Date 3/28/2022 Receipt No. E047941 Receipt Amt. \$125.-

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 8/31/2022

Mail Property Tax Notice To:
Helen Eggers
1423 N. 615 E.
Shelley, Idaho 83274

Instrument # 1457475
IDAHO FALLS, BONNEVILLE, IDAHO
9-24-2013 04:42:04 No. of Pages: 2
Recorded for : NELSON HALL
RONALD LONGMORE Fee: 13.00
Ex-Officio Recorder Deputy
Index to: DEED

SJ

QUITCLAIM DEED *(Like-Kind Exchange)*

CAROLE J. ROUNDS, joined by her husband LEWIS C. ROUNDS, as Grantors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby remise, release and forever quitclaim unto HELEN LOUISE EGGERS, Grantee, whose address is 1423 N. 615 E., Shelley, Idaho 83274, and to Grantee's heirs and assigns forever all right, title and interest which Grantors now have or may hereafter acquire in the following described real property located in Bonneville County, Idaho:

Township 3 South, Range 42 East Boise Meridian

Section 17:

SW 1/4, S 1/2 NW 1/4

Section 18:

E 1/2, NE 1/4 NW 1/4

Section 19:

N 1/2 NE 1/4, SE 1/4 NE 1/4

Section 20:

N 1/2 NW 1/4, N 1/2 SE 1/4 NW 1/4, SW 1/4 NW 1/4 LESS 400 feet on the south line, NW 1/4 NE 1/4, N 1/2 SW 1/4 NE 1/4, SE 1/4 NE 1/4 LESS east 26 2/3 acres; also the west 13 1/3 acres of the NE 1/4 NE 1/4.

LESS AND EXCEPTING:

Beginning at a point that is South 00°38'48" East along the Section line 1319.23 feet and South 89°59'04" West 876.24 feet from the East 1/4 Corner of Section 20, Township 3 South, Range 42 East, of the Boise Meridian, Bonneville County, Idaho, said POINT OF BEGINNING being on the South line of the Northeast 1/4 of the Southeast 1/4 of said Section 20; running thence South 89°59'04" West along said South line 438.12 feet to the Southwest corner of said Northeast 1/4 of the Southeast 1/4; thence North 00°38'51" West along the West line of the East 1/2 of the East 1/2 of said Section 20 a distance of 1978.74 feet; thence North 89°58'48" East 438.13 feet; thence South 00°38'50" East 1978.77 feet to the POINT OF BEGINNING.

ALSO:

Beginning at a point that is North 00°40'07" West along the Section line 400.03 feet and South 89°59'58" East 532.30 feet from the West 1/4 Corner of Section 20, Township 3 South, Range 42 East of the Boise Meridian, Bonneville County, Idaho; running thence South 89°59'58" East 781.48 feet to the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 20; thence North 00°39'31" West along said West line 258.49 feet to the Northwest corner of the South 1/2 of said Southeast 1/4 of the Northwest 1/4; thence North 89°59'38" East along the North line of said South 1/2 of the Southeast 1/4 of the Northwest 1/4 a distance of 27.41 feet to an existing fence line; thence along said fence line the following four (4) courses: North 37°28'35" West 23.93 feet; thence South 79°33'18" West 257.50 feet; thence South 66°37'23" West 566.99 feet; thence South 71°49'03" West 18.62 feet to the Point of Beginning.

Together with any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights however evidenced in anywise appertaining to the property herein described.

This deed is executed pursuant to an Agreement for Direct Exchange of Property entered into by and between Grantors and Grantees and dated concurrently herewith.

IN WITNESS WHEREOF, the Grantors have executed this instrument on this 24th day of September, 2013.

Carole J. Rounds
CAROLE J. ROUNDS, Grantor

Lewis C. Rounds
LEWIS C. ROUNDS, Grantor

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 24th day of Sept, 2013, before me the undersigned, a Notary Public for Idaho, personally appeared CAROLE J. ROUNDS, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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



Steven R. Parry
Notary Public for Idaho
Residing at: Idaho Falls, Id
My Commission Expires: 7/1/2015

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 24th day of Sept, 2013, before me the undersigned, a Notary Public for Idaho, personally appeared LEWIS C. ROUNDS, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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



Steven R. Parry
Notary Public for Idaho
Residing at: Idaho Falls, Id
My Commission Expires: 7/1/2015

L:\SRP\6291\QClaimDeed.Helen.wpd

Mail Property Tax Notice To:

Oma Dixon, Manager
1572 Mountain Rose
Idaho Falls, Idaho 83402

Instrument # 1304573

IDAHO FALLS, BONNEVILLE, IDAHO

7-1-2008 04:07:58 No. of Pages: 2

Recorded for : ANDERSON NELSON HALL

RONALD LONGMORE

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

Fee: 6.00

WARRANTY DEED **(Funding Limited Liability Company)**

Oma J. Dixon, a widow, Grantor, hereby conveys, grants and warrants to Honest John, LLC, an Idaho limited liability company, Grantee, whose mailing address is 1572 Mountain Rose, Idaho Falls, ID 83402, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real property located in Bonneville County, Idaho:

Township 3 South, Range 42 East Boise Meridian

Section 17:

SW 1/4, S 1/2 NW 1/4

Section 18:

E 1/2, NE 1/4 NW 1/4

Section 19:

N 1/2 NE 1/4, SE 1/4 NE 1/4

Section 20:

N 1/2 NW 1/4, N 1/2 SE 1/4 NW 1/4, SW 1/4 NW 1/4 LESS 400 feet on the south line, NW 1/4 NE 1/4, N 1/2 SW 1/4 NE 1/4, SE 1/4 NE 1/4 LESS east 26 2/3 acres; also the west 13 1/3 acres of the NE 1/4 NE 1/4.

LESS AND EXCEPTING:

Beginning at a point that is South 00°38'48" East along the Section line 1319.23 feet and South 89°59'04" West 876.24 feet from the East 1/4 Corner of Section 20, Township 3 South, Range 42 East, of the Boise Meridian, Bonneville County, Idaho, said POINT OF BEGINNING being on the South line of the Northeast 1/4 of the Southeast 1/4 of said Section 20; running thence South 89°59'04" West along said South line 438.12 feet to the Southwest corner of said Northeast 1/4 of the Southeast 1/4; thence North 00°38'51" West along the West line of the East 1/2 of said Section 20 a distance of 1978.74 feet; thence North 89°58'48" East 438.13 feet; thence South 00°38'50" East 1978.77 feet to the POINT OF BEGINNING.

ALSO:

Beginning at a point that is North 00°40'07" West along the Section line 400.03 feet and South 89°59'58" East 532.30 feet from the West 1/4 Corner of Section 20, Township 3 South, Range 42 East of the Boise Meridian, Bonneville County, Idaho; running thence South 89°59'58" East 781.48 feet to the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 20; thence North 00°39'31" West along said West line 258.49 feet to the Northwest corner of the South 1/2 of said Southeast 1/4 of the Northwest 1/4; thence North 89°59'38" East along the North line of said South 1/2 of the Southeast 1/4 of the Northwest 1/4 a distance of 27.41 feet to an existing fence line; thence along said fence

line the following four (4) courses: North 37°28'35" West 23.93 feet; thence South 79°33'18" West 257.50 feet; thence South 66°37'23" West 566.99 feet; thence South 71°49'03" West 18.62 feet to the Point of Beginning.

SUBJECT TO taxes and assessments for the year 2008 and all subsequent years, to any and all existing easements, rights-of-way, reservations, ditch agreements, well agreements, restrictions and encumbrances which are apparent or of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

Together with any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, water rights however evidenced, and rights-of-way in anywise appertaining to the property herein described.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises, that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 25th day of June, 2008.

Oma J. Dixon
Oma J. Dixon, Grantor

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 25th day of June, 2008, before me the undersigned, a Notary Public for Idaho, personally appeared Oma J. Dixon, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



Steven R. Parry
Notary Public for Idaho

Residing at: Shalo Falls, ID

My Commission Expires: 7/1/2009

L:\sp\6291\DeedFundingHonestJohnLLC.wpd

Mail Property Tax Notice To:

Helen Eggers
1423 N. 615 E.
Shelley, ID 83274

Instrument # 1457472
IDAHO FALLS, BONNEVILLE, IDAHO
9-24-2013 04:33:00 No. of Pages: 6
Recorded for : NELSON HALL
RONALD LONGMORE Fee: 22.00
Ex-Officio Recorder Deputy
Index to: DEED

GRANT DEED
(Liquidating Limited Liability Company)

HELEN LOUISE EGGERS and CAROLE J. ROUNDS, as the sole members and managers of HONEST JOHN, LLC, an Idaho limited liability company, and as the co-personal representative's of the Estate of Oma J. Dixon, deceased, filed in Bonneville County, Idaho, as Probate Case No. CV-13-191-IE, as Grantors, hereby grant and convey unto HELEN LOUISE EGGERS, individually, whose address is 1423 N. 615 E., Shelley, ID 83274, and CAROLE J. ROUNDS, individually, whose mailing address is 5795 W. 49 S., Idaho Falls, ID 83402, as Grantees and as equal co-tenants, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real property located in Bonneville County, Idaho:

Township 3 South, Range 42 East Boise Meridian

Section 17:

SW 1/4, S 1/2 NW 1/4

Section 18:

E 1/2, NE 1/4 NW 1/4

Section 19:

N 1/2 NE 1/4, SE 1/4 NE 1/4

Section 20:

N 1/2 NW 1/4, N 1/2 SE 1/4 NW 1/4, SW 1/4 NW 1/4 LESS 400 feet on the south line, NW 1/4 NE 1/4, N 1/2 SW 1/4 NE 1/4, SE 1/4 NE 1/4 LESS east 26 2/3 acres; also the west 13 1/3 acres of the NE 1/4 NE 1/4.

LESS AND EXCEPTING:

Beginning at a point that is South 00°38'48" East along the Section line 1319.23 feet and South 89°59'04" West 876.24 feet from the East 1/4 Corner of Section 20, Township 3 South, Range 42 East, of the Boise Meridian, Bonneville County, Idaho, said POINT OF BEGINNING being on the South line of the Northeast 1/4 of the Southeast 1/4 of said Section 20; running thence South 89°59'04" West along said South line 438.12 feet to the Southwest corner of said Northeast 1/4 of the Southeast 1/4; thence North 00°38'51" West along the West line of the East 1/2 of the East 1/2 of said Section 20 a distance of 1978.74 feet; thence North 89°58'48" East 438.13 feet; thence South 00°38'50" East 1978.77 feet to the POINT OF BEGINNING.

ALSO:

Beginning at a point that is North 00°40'07" West along the Section line 400.03 feet and South 89°59'58" East 532.30 feet from the West 1/4 Corner of Section 20, Township 3 South, Range 42 East of the Boise Meridian, Bonneville County, Idaho;

running thence South 89°59'58" East 781.48 feet to the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 20; thence North 00°39'31" West along said West line 258.49 feet to the Northwest corner of the South 1/2 of said Southeast 1/4 of the Northwest 1/4; thence North 89°59'38" East along the North line of said South 1/2 of the Southeast 1/4 of the Northwest 1/4 a distance of 27.41 feet to an existing fence line; thence along said fence line the following four (4) courses: North 37°28'35" West 23.93 feet; thence South 79°33'18" West 257.50 feet; thence South 66°37'23" West 566.99 feet; thence South 71°49'03" West 18.62 feet to the Point of Beginning.

SUBJECT TO taxes and assessments for the year 2013 and all subsequent years, to any and all existing easements, rights-of-way, reservations, ditch agreements, well agreements, restrictions and encumbrances which are apparent or of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

Together with any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, water rights however evidenced, and rights-of-way in anywise appertaining to the property herein described.

By way of confirming their incumbency as the Managers of Honest John, LLC, an Idaho limited liability company, attached hereto as Exhibit "A" is a copy of the First Amendment to Operating Agreement dated October 11, 2011. Also attached as Exhibit "B" is a Court certified copy of the Letters Testamentary confirming the appointment of Helen Louise Eggers and Carole J. Rounds as the co-personal representatives of the estate of Oma J. Dixon. Although all membership interests formerly held by Oma J. Dixon have been distributed out of her estate to the Grantees, the co-personal representatives sign this Deed to remove any doubt as to the effectiveness of the conveyance.

IN WITNESS WHEREOF, the Grantors have executed this instrument on this Sept day of

34, 2013.

Helen Eggers
HELEN LOUISE EGGERS, Co-Personal Representative
the estate of OMA J. DIXON, deceased.

Carole J. Rounds
CAROLE J. ROUNDS, Co-Personal Representative
the estate of OMA J. DIXON, deceased.

HONEST JOHN, LLC, an Idaho limited liability company

By: Helen Eggers
Helen Louise Eggers, Manager

By: Carole J. Rounds
Carole J. Rounds, Manager

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 24th day of Sept, 2013, before me the undersigned, a Notary Public in and for said state, personally appeared, HELEN LOUISE EGGERS, known or identified to me to be the person whose name is subscribed to the within instrument, once as Co-Personal Representative of the Estate of OMA J. DIXON, deceased, and once as Manager of Honest John, LLC, an Idaho limited liability company, and acknowledged to me that she executed the same on behalf of the Estate and said LLC.

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



Steven R. Parry
Notary Public for Idaho
Residing at: Idaho Falls, Id.
My Commission Expires: 7/1/2015

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 24th day of Sept, 2013, before me the undersigned, a Notary Public in and for said state, personally appeared, CAROLE J. ROUNDS, known or identified to me to be the person whose name is subscribed to the within instrument, once as Co-Personal Representative of the Estate of OMA J. DIXON, deceased, and once as Manager of Honest John, LLC, an Idaho limited liability company and acknowledged to me that she executed the same on behalf of the Estate and said LLC.

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



Steven R. Parry
Notary Public for Idaho
Residing at: Idaho Falls, Id.
My Commission Expires: 7/1/2015

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FIRST AMENDMENT TO OPERATING AGREEMENT
for
HONEST JOHN, LLC
(A Manager-Managed Idaho Limited Liability Company)

THIS FIRST AMENDMENT TO OPERATING AGREEMENT (this "Amendment") is made and entered into as of 08 11, 2011, by and between OMA J. DIXON ("Oma"), HELEN LOUISE EGGERS ("Helen"), and CAROL J. ROUNDS ("Carol").

Background

A. On June 26, 2008, Honest John, LLC, an Idaho limited liability company (the "Company") was organized and an Operating Agreement (the "Operating Agreement") was entered into by *Oma* as the sole Member. Thereafter, *Oma* gifted some of her Membership Units in the *Company* to both *Helen* and *Carol*. Therefore, at this time, the only Members of the *Company* are *Oma*, *Helen* and *Carol*.

B. Under Section 2.04 of the *Operating Agreement* the Managers of the *Company* are *Oma*, *Helen* and *Carol*. Section 6.02(a) of the *Operating Agreement* provides that once *Oma* is no longer serving as the Manager, then the number of Managers shall be TWO (2). Therefore upon *Oma*'s resignation as Manager the two remaining Managers of the *Company* shall be *Carol* and *Helen*.

C. *Oma* now desires to resign as Manager leaving *Helen* and *Carol* to serve as the sole Co-Managers of the *Company*.

Amendment

NOW, THEREFORE, for the reasons set forth above, *Oma* hereby resigns as a Manager of the *Company* and the parties hereby confirm therefore that the current and only Managers of the *Company* are *Carol* and *Helen*. As the Managers of the *Company*, *Carol* and *Helen* shall remain bound by the *Operating Agreement* but the parties agree that they may change the registered agent and the registered office from *Oma* to one of them, and that they shall reflect all such changes on the next Annual Report due to the Idaho Secretary of State's office.

Dated the day and year first set forth above.

Oma J. Dixon
OMA J. DIXON, Member and Former Manager

Helen L. Eggers
HELEN LOUISE EGGERS, Member and Manager

Carol J. Rounds
CAROL J. ROUNDS, Member and Manager

Steven R. Parry (#4006)
NELSON HALL PARRY TUCKER, P.A.
490 Memorial Drive
Post Office Box 51630
Idaho Falls, Idaho 83405-1630
Telephone (208) 522-3001
Fax (208) 523-7254

BONNEVILLE COUNTY
IDAHO

13 JAN 16 PM 3:51

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

IN THE MATTER OF THE ESTATE OF:

Case No. CV-13-191-IE

LETTERS TESTAMENTARY

OMA J. DIXON, a/k/a
OMA JEANE DIXON, and
OMA JEAN DIXON,

Deceased.

1. HELEN LOUISE EGGERS and CAROLE J. ROUNDS were duly appointed and qualified as General Co-Personal Representatives of the estate of the above-named decedent by the Court with all authority pertaining thereto.

2. Administration of the estate is unsupervised.

3. These letters are issued to evidence the appointment, qualification, and authority of the said Co-Personal Representatives.

WITNESS, my signature and the Seal of this Court, this 16 day of January 2013.

/s/ L. Mark Riddoch

STATE OF IDAHO }
COUNTY OF BONNEVILLE } ss
I, Janet K. Stokes, Clerk of the District Court, do hereby certify that above and foregoing is a full and correct copy of the original thereof, on file in my office.
Janet K. Stokes 2013 MAGISTRATE
Deputy Clerk
L:\SRP\6291\2013\Letters.doc

LETTERS TESTAMENTARY

Page - 1 -

EXHIBIT
B

395444

THIS INDENTURE, made this 10th day of April, 1969,
between BEULAH KLOSSNER IVIE

of Idaho Falls, County of Bonneville, State of Idaho
the part Y of the first part and JACK W. KLOSSNER

of Idaho Falls,
County of Bonneville, State of Idaho, the part Y of the second part,
WITNESSETH, that the said part Y of the first part, for and in consideration of the sum of
TEN and NO/100 ----- Dollars
lawful money of the United States of America for other good and valuable consideration
to her in hand paid by the part Y of the second part, the receipt whereof is hereby acknowledged,
has granted, bargained, sold, and by these presents, do es. grant, bargain, sell and convey and confirm unto
the said part Y of the second part, and to his heirs and assigns, forever, all the following described
real estate, situated in -----, County of Bonneville,
State of Idaho, to-wit:

Lots Three (3) and Four (4), and the East Half
of the Southwest Quarter ($E\frac{1}{2}SE\frac{1}{4}$) of Section Seven
(7), Township Three (3) South, Range Forty-two
(42), East of the Boise Meridian, containing 171.47
acres,

ALSO, all that part of the South Half of the North-
west Quarter ($S\frac{1}{2}NW\frac{1}{4}$) of Section Thirty-one (31),
Township Three (3) North, Range Thirty-nine (39),
East of the Boise Meridian, lying East of the Hill-
side Canal,

ALSO, the Southeast Quarter of the Northwest Quarter
($SE\frac{1}{4}NW\frac{1}{4}$) the East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$),
and Lots One (1), Two (2), Three (3) and Four (4),
Section Eighteen (18), Township Three (3) South, Range
Forty-two (42), East of the Boise Meridian

ALSO, Lots Three (3) and Four (4); the East Half of the
Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$) of Section Seven (7); Lots
One (1), Two (2) and Three (3) South, Range Forty-Two
(42), East of the Boise Meridian.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belong-
ing or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues
and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity
of the said part Y of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together
with the appurtenances unto the part Y of the second part, and to his heirs and assigns forever.
And the said part Y of the first part, and her heirs, the said premises in the quiet and peaceable
possession of the said part Y of the second part, his heirs and assigns, against the said part Y
of the first part, and her heirs, and against all and every person and persons whomsoever, lawfully
claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said part Y of the first part has hereunto set her hand
and seal the day and year first above written.

Executed and Delivered in the Presence of

Beulah Klossner Ivie [SEAL]
[SEAL]
[SEAL]
[SEAL]

STATE OF IDAHO,

County of Bonneville

ss.

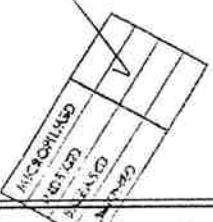
On this 10th day of April in the year 1969, before me
the undersigned, a Notary Public in and for said State, personally appeared
BETLAH KLOSSNER IVIE

known to me to be the person whose name is subscribed to the within instrument, and acknowledged
to me that she executed the same.

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



Eugene W. Bush
Notary Public for the State of Idaho,
Residing at Idaho Falls, Idaho.



305444

WARRANTY DEED

APR 10 4 16 PM '69

TO

Dated 10, 1969

STATE OF IDAHO,

County of Bonneville ss.

I hereby certify that this instrument
was filed for record at request of
Shirley Anderson & Bush
at 16 minutes past 4 o'clock
PM, this 10 day of
April, 1969, in my
office, and duly entered in Book —
of —
at page —

By Eugene W. Bush
Notary Public

Fees, \$ 1.50

Mail to Shirley Anderson
City of Law
Memorial Drive
Idaho Falls, Idaho

WARRANTY DEED

GRANTORS, Jack W. Klossner and June M. Klossner, husband and wife, of Idaho Falls, County of Bonneville, State of Idaho, for a good and valuable consideration, the receipt of which hereby acknowledged, do hereby grant, bargain, sell and convey unto SHEEP MOUNTAIN LIMITED PARTNERSHIP, an Idaho limited partnership, with ALDEN L. STEWART and HAROLD P. STEWART as General Partners, whose current address is P.O. Box 42755, Las Vegas, Nevada 89116 as GRANTEE, and to Grantee's heirs and assigns forever, all of the following described real estate located in the Counties of Bonneville and Bingham, Idaho:

Bonneville County, to-wit:

Township 3 South, Range 42, East of the Boise Meridian: Bonneville County, Idaho:

Section 7: Government Lots 3 and 4, E1/2 SW1/4
Section 18: Government Lots 1, 2, 3, and 4, SE1/4 NW1/4, E1/2 SW1/4

Bingham County, to-wit:

Township 3 South, Range 41 E.B.M., Bingham County, Idaho:

Section 1: S1/2 SW1/4; NW1/4 SW1/4
Section 3: S1/2 NW1/4; SW1/4; NW1/4 SE1/4; SE1/4 SE1/4
Section 10: NE1/4; E1/2 SE1/4
Section 11: NE1/4; NE1/4 NW1/4; S1/2; SW1/4 NW1/4
Section 12: W1/2 SW1/4; NE1/4 SW1/4; NW1/4 SE1/4; W1/2 NE1/4; NW1/4
Section 14: N1/2 N1/2; SE1/4; SW1/4 NE1/4; NE1/4 SW1/4; SE1/4 NW1/4
Section 15: NE1/4 NE1/4

Together with all improvements, easements and appurtenances, water and water rights, ditch and ditch rights thereto, and subject to such rights, zoning regulations, easements,

INSTRUMENT NO.	1078434
DATE	5-15-02
INST. CODE	205
IMAGED PGS	2
FEE	6-
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By	<i>[Signature]</i> Deput
Request of	<i>[Signature]</i>

restrictions and covenants as appear of record or by use upon the premises and subject to reservations contained in patents granting such lands.

Grantor, for himself, his heirs and assigns does hereby covenant, warranty and shall defend the quiet and peaceable possession of said premises by the grantee, his heirs and assigns forever against the lawful claims of all persons.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantor has hereunto subscribed his name to this instrument this 6th day of October, 1989.

Jack W. Klossner
Jack W. Klossner

June M. Klossner
June M. Klossner

STATE OF IDAHO)

) ss.

County of Bonneville)

On this 6th day of October, 1989, before me the undersigned, a Notary Public for Idaho, personally appeared Jack W. Klossner and June M. Klossner, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)



[Signature]
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 11-24-92

962482

QUITCLAIM DEED

THIS INDENTURE is made this 31st day of December, 1997, between Sheep Mountain Limited Partnership ("Grantor"), and Nevada Rock and Sand Company, a Nevada corporation, whose address is P.O. Box 42755, Las Vegas, NV, 89116 ("Grantee").

WITNESSETH:

For good and adequate consideration, receipt thereof being hereby acknowledged, the Grantor does hereby QUITCLAIM to the Grantee the property located in Bonneville County and Bingham County, described as follows:

Bonneville County, to-wit:

Township 3 South, Range 42, East of the Boise Meridian, Bonneville County, Idaho:

Section 7: Government Lots 3 and 4, E1/2 SW1/4

Section 18: Government Lots 1, 2, 3, and 4, SE1/4 NW1/4, E1/2 SW1/4

Bingham County, to-wit:

Township 3 South, Range 41 E.B.M., Bingham County, Idaho:

Section 1: S1/2 SW1/4; NW1/4 SW1/4

Section 3: S1/2 NW1/4; SW1/4; NW1/4 SE1/4; SE1/4 SE1/4

Section 10: NE1/4; E1/2 SE1/4

Section 11: NE1/4; NE1/4 NW1/4; S1/2; SW1/4 NW1/4

Section 12: W1/2 SW1/4; NE1/4 SW1/4; NW1/4 SE1/4; W1/2 NE1/4; NW1/4

Section 14: N1/2 N1/2; SE1/4; SW1/4 NE1/4; NE1/4 SW1/4; SE1/4 NW1/4

Section 15: NE1/4 NE1/4

Together with all improvements, easements and appurtenances, water and water rights, ditch and ditch rights thereto, and subject to such rights, zoning regulations, easements, restrictions and covenants as appear of record or by use upon the premises and subject to reservations contained in patents granting such lands.

To have and to hold the same unto the Grantee forever.

DATED as of the day and year stated above.

Sheep Mountain Limited Partnership

Alden L. Stewart
By: Alden L. Stewart, General Partner

Harold P. Stewart
By: Harold P. Stewart, General Partner

98 MAR 6 PM 4 38
BONNEVILLE COUNTY
RECORDER

962482

STATE OF NEVADA)
) ss.
County of CLARK)

On this 3 day of March, 1998, before me, MARGARET M. ADYMY, the undersigned, a Notary Public in and for the State of NEVADA, personally appeared Alden L. Stewart, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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



Margaret M. Adymy
Notary Public for State of NEVADA L.V., NV.
Residing at: 801 S. RANCHO DR. STE D-4 89104
My Commission Expires: _____

STATE OF ARIZONA)
) ss.
County of MARICOPA)

On this 4 day of March, 1998, before me, SUSAN HANNON, the undersigned, a Notary Public in and for the State of ARIZONA, personally appeared Harold P. Stewart, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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



Susan Hannon
Notary Public for State of ARIZONA 100115
Residing at: 2723 N. 24th St. Phoenix, AZ 85016
My Commission Expires: Nov 12, 2000

INSTRUMENT NO.	<u>962482</u>
DATE	<u>3-6-98</u>
INST. CODE	<u>20</u>
FICHE NO.	<u>1305645</u>
FEE	<u>6</u>
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss.	
I hereby certify that the within instrument was recorded.	
Recorded Longmore, County Recorder <u>APR 1 1998</u> By <u>[Signature]</u> Deputy	

**BARGAIN AND SALE
GRANT DEED**

1086944 AUG23'02 PM 1:07

THIS INDENTURE is made this 14th day of Aug, 2002, between**Nevada Rock and Sand Company, A Nevada Corporation** of Henderson, NV County of Clark State of Nevada, the "Grantor",and **Crystal Springs Cattle Co., LLC, A Nevada Limited Liability Company**, Grantee whose mailing address is: 1235 North 1500 West Provo, UT 84604,WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in had paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's heirs and assigns forever, all of the following described property in the County of **Bonneville**, State of Idaho, to-wit:**Township 3 South, Range 42, East of the Boise Meridian, Bonneville County, Idaho****Section 7: Government Lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$** **Section 18: Government Lots 1, 2, 3 and 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$** **SUBJECT TO****2002 taxes are an accruing lien, not yet due and payable****Lack of right of access to and from said land.**

Various Instruments appearing of record affecting the interest of the parties to the mineral title, but this does not cover an examination of or assurance as to the effect thereof, or the present ownership or condition of the mineral estate.

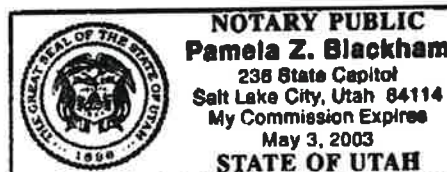
SUBJECT TO all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.**TOGETHER** with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom, and all estate, right, title and interest in and to said property as well in law as in equity, of the Grantor.**TO HAVE AND TO HOLD**, the premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns, forever.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

NEVADA ROCK AND SAND COMPANY, a Nevada Corporation

BY:

Monte Stewart, Secretary
Monte ☒ Stewart, SecretaryState of UtahCounty of Salt LakeOn this 14th Day of Aug, in the year of 2002, before me Pamela Z. Blackham, a notary public, personally appeared Monte ☒ Stewart, known or identified to me to be the Secretary of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the ~~S&R~~ same.Pamela Z. Blackham
Notary Public
Residing Salt Lake City, Utah
Commission Expires: May 3, 2003

INSTRUMENT NO.	1086944
DATE	8-23-02
POST CODE	240
RECORDED PAGE	1
FEE	3.00
STATE OF IDAHO COUNTY OF BONNEVILLE) I hereby certify that the within instrument was recorded. Recorded Longtime, County Recorder By <u>WLB</u> Deputy	



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 31, 2022

HELEN EGGERS
1423 N 615 E
SHELLEY ID 83274-5077

Re: Change in Ownership for Water Right No(s): 25-12328 & 25-12370

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 Barg
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 1

From: [Barg, Jonie](#)
To: [IdwrPayable](#)
Subject: Refund Request
Date: Tuesday, September 6, 2022 11:58:00 AM
Attachments: [Receipt.PDF](#)

Good morning!

I have a refund request as follows:

Receipt number: E047941
Amount: \$75.00
Payable to: Honest John LLC
1423 N 615 E
Shelley ID 83274

Reason: Ownership Change filed for 2 water rights, one split. It was determined a split is not required, therefore the applicant is entitled to partial refund.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!



IDAHO DEPARTMENT OF
WATER RESOURCES

Jonie Barg | Technical Records Specialist

900 N Skyline Drive Ste. A, Idaho Falls, ID 83402

Phone number: (208) 525-7161

Fax number: (208) 525-7177

Email: jonie.barg@idwr.idaho.gov

Website: www.idwr.idaho.gov