

MAY 11 2022

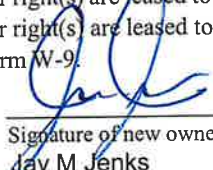
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Eastern Region

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. **DE✓**

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
✓ 35-13285	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Alan Widaman
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): JJS Cabo, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 3775 North 200 West Hyde Park Ut 84318
Mailing address City State Zip
435-232-3390 skyler@capitagroup.us
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: September 13, 2021
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature:  Owner January 18, 2022
Signature of new owner/claimant Title, if applicable Date
Jay M Jenks
Print name

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

For IDWR Office Use Only:
Received by m petter Date 5-11-22 Receipt No. E048126 Receipt Amt. 25.00
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by _____ Processed by _____ Date _____



1655 Elk Creek Drive, Suite 100
Idaho Falls, ID 83404

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

File No. ^{PTC} 772977 /TA

Instrument # 1699932

Bonneville County, Idaho Falls, Idaho

09/15/2021 04:43:10 PM No. of Pages: 2

Recorded for: PIONEER TITLE CO OF BONNEVILLE CO LLC

Penny Manning Fee: \$15.00

Ex-Officio Recorder Deputy Rupchurch

Index to: DEED, WARRANTY

WARRANTY DEED

For Value Received ALAN M. WIDAMAN aka ALAN WIDAMAN and LYNN M. WIDAMAN
aka LYNN WIDAMAN, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

JJS Cabo, LLC, a Utah Limited Liability Company

hereinafter referred to as Grantee, whose current address is ~~XXXXXX XXXXXX~~ Hyde Park, UT 84318
3775 N. 200 W.

The following described premises, to-wit:

TRACT 1:

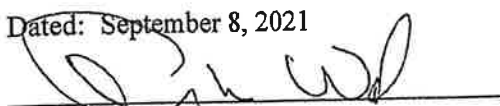
Lots 6, 7, 8, 9, 10 and 11, Block 1, Lots 2, 3, and 4, Block 2, Lots 1, 2, 3, 4, 5 and 6, Block 3, Lots 1,
2, 3, 4, 5, and 6, Block 4, First Amended Cross - Roads Subdivision, according to the plat thereof,
filed as Instrument No. 1315995, records of Bonneville County, Idaho.

TRACT 2:

Well Lot, Block 1, Cross-Roads Subdivision, according to the plat thereof, filed as Instrument No.
191546, record of Bonneville County, Idaho.

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: September 8, 2021


Alan M Widaman


Lynn M Widaman



PioneerTitleCo.
GOING BEYOND

1655 Elk Creek Drive, Suite 100
Idaho Falls, ID 83404

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

RECORDED ELECTRONICALLY
NUMBER:1699932
BONNEVILLE COUNTY
DATE:09/15/2021 TIME: 4:43 pm
SIMPLIFILE.COM 1-800-460-5657

File No. ^{PTC}772977 /TA

WARRANTY DEED

For Value Received ALAN M. WIDAMAN aka ALAN WIDAMAN and LYNN M. WIDAMAN
aka LYNN WIDAMAN, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

JJS Cabo, LLC, a Utah Limited Liability Company

hereinafter referred to as Grantee, whose current address is ~~40 West 3800 North~~ Hyde Park, UT 84318
3775 N. 200 W.

The following described premises, to-wit:

TRACT 1:

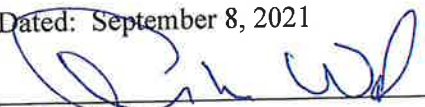
Lots 6, 7, 8, 9, 10 and 11, Block 1, Lots 2, 3, and 4, Block 2, Lots 1, 2, 3, 4, 5 and 6, Block 3, Lots 1, 2, 3, 4, 5, and 6, Block 4, First Amended Cross - Roads Subdivision, according to the plat thereof, filed as Instrument No. 1315995, records of Bonneville County, Idaho.

TRACT 2:

Well Lot, Block 1, Cross-Roads Subdivision, according to the plat thereof, filed as Instrument No. 919546, record of Bonneville County, Idaho.

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: September 8, 2021


Alan M Widaman


Lynn M Widaman

State of ID, County of Bonneville

Sept. 13, 2021

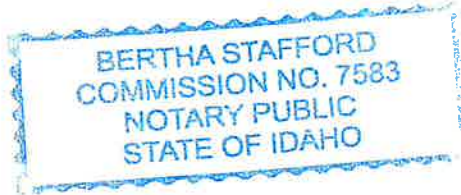
This record was acknowledged before me on _____ by Alan M Wjdaman and Lynn M Wjdaman Aka Lynn Wjdaman.
* Alan Wjdaman

Bertha Stafford

Signature of notary public

Commission Expires:

Residing at Idaho Falls
Expires 1/27/2023



ASSIGNMENT OF WELL AND PUMP USE AGREEMENT

THIS ASSIGNMENT OF WELL AND PUMP USE AGREEMENT (this "**Agreement**") is made and entered into effective as of September 13, 2021 (the "**Effective Date**"), by and among Alan M. Widaman and Lynn M. Widaman, husband and wife, residing in Idaho ("**Assignor**"), JJS Cabo, LLC, a Utah limited liability company ("**Assignee**"), and Love's Travel Stops & Country Stores, Inc., an Oklahoma corporation ("**Love's**").

RECITALS

A. WHEREAS, Assignor and Love's entered into that certain Well and Pump Use Agreement dated January 24, 2012 (the "**Agreement**") (copy attached as Exhibit A), pursuant to which Assignor and Loves made certain agreements relative to the Culinary Well and Fire Protection Well on the Well Lot. Capitalized terms used but not defined herein shall have the same meaning given to such terms in the Agreement.

B. WHEREAS, Assignor desires to assign all of its right, title and interest under the Agreement to Assignee, and Assignee desires to accept such assignment and assume the obligations of the tenant thereunder on the terms and conditions contained herein.

C. WHEREAS, Love's is willing to consent to such assignment and assumption on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties acknowledge and agree that the foregoing Recitals are true and accurate and are incorporated herein.

2. Assignment and Assumption. As of the Effective Date, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest under the Agreement, and Assignee hereby accepts such assignment and assumes and agrees to perform and be bound by all of the terms, covenants, conditions and obligations imposed upon the tenant under the Agreement.

3. Love's Consent. Love's hereby consents to the foregoing assignment by Assignor and assumption by Assignee (the "**Assignment**") as acknowledged below by its signature.

4. Assignor & Assignee Covenants.

(a) Assignor agrees to and shall pay all fees required under the Agreement for all periods through the day immediately prior to the Effective Date and will provide to Assignee proof of such payment as a condition precedent to this Agreement and Assignment, if deemed necessary by Assignee. Assignor agrees further to indemnify,

defend, and hold harmless Assignee from and against any and all claims, demands, and expenses (including reasonable attorneys' fees and costs), arising out of (i) Assignor's failure to comply with this Agreement, or to perform or comply with the covenants, agreements and obligations of them under the Agreement accruing before the Effective Date, and (ii) Assignor's breach of any representation or warranty made by Assignor in this Agreement.

(b) Assignee agrees to and shall pay all fees under the Agreement for all periods from and after the Effective Date and Assignee agrees to indemnify, defend, and hold harmless Assignor from and against any and all claims, demands, and expenses (including reasonable attorneys' fees and costs), arising out of (i) Assignee's failure to comply with this Agreement, or to perform or comply with the covenants, agreements and obligations of the Widaman under the Agreement on and after the Effective Date, and (ii) Assignee's breach of any representation or warranty made by Assignee in this Agreement.

5. Reserved.

6. Condition of Premises. Assignor and Assignee acknowledge, confirm and agree that (a) prior to the Effective Date, Assignor has been in possession of and occupying the Well Lot pursuant to the terms of the Agreement, (b) as of the Effective Date, Assignee will take possession of the Well Lot and the Culinary Well and Fire Protection Well in its then current "as-is" condition; (c) neither Assignor nor Assignee is entitled to any improvements or to any allowance or credit for improvements in or to the Well Lot or any part thereof; and (d) Assignor and Assignee have inspected the entire Well Lot and Culinary Well and Fire Protection Well and they are suitable in all respects for their intended uses and purposes.

7. Assignor's Representations and Warranties. Assignor hereby represents, warrants and agrees that: (a) there exists no breach, default or event of default by Love's under the Agreement, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by Love's under the Agreement; (b) the Agreement continues to be a legal, valid and binding agreement and obligations of Assignor; (c) Assignor does not have any current offset or defense to its performance or obligations under the Agreement; (d) there is no assignment (collateral or absolute) of Assignor's interest under the Agreement, and no other lease or sublease of the Well Lot, Culinary Well and/or Fire Protection Well is now in effect; and (e) the Well Lot, Culinary Well and/or Fire Protection Well are in compliance with all laws and statutes.

8. Miscellaneous Provisions.

Section 1.01 Controlling Law. The terms and provisions of this Agreement shall be construed in accordance with and governed by the laws of the State of Idaho.

Section 1.02 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and it supersedes any prior agreements, whether written or oral, with respect to the subject matter of this Agreement.

Section 1.03 Partial Invalidity. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent possible permitted by law.

Section 1.04 Attorney's Fees. In any action to enforce or defend this Agreement, the prevailing party shall be liable to the non-prevailing party for all reasonable attorneys' fees, professional costs and costs of suit incurred by the prevailing party.

Section 1.05 Ratification. The parties hereby confirm and ratify that the Agreement, as herein assigned and amended, remains in full force and effect.

Section 1.06 Further Acts. Assignor and Assignee shall execute and deliver to any other party, such additional documents and other assurances and shall do all acts and other things reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of the parties.

Section 1.07 Headings. The headings used in this Agreement shall be for reference only and shall have no legal effect.

Section 1.08 Counterparts. This Agreement may be executed in any number of counterparts, which together, including faxed or scanned copies, shall constitute one and the same original instrument. This Agreement will only be effective if signed by Assignor, Assignee, Love's and Original Guarantor, without alteration to any of the sections, paragraphs or provisions set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

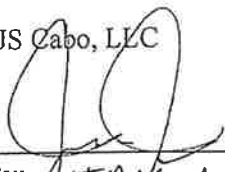
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first above written.

ASSIGNOR:

By: Alan M. Widaman
Alan M. Widaman

By: Lynn M. Widaman
Lynn M. Widaman

ASSIGNEE:

JJS Cabo, LLC

By: JAY M. JENKS
Its: MANAGER

LOVE'S:

Love's Travel Stops & Country Stores, Inc.

By: _____
Name:
Title:

Notice of Change in Water Right Ownership

ASW LLC
PO Box 1523
Idaho Falls ID 83403

Dear ASW LLC,

On September 15, 2021, Warranty Deed #1699932 was recorded in Bonneville County Idaho. This deed was between Alan and Lynn Widaman and JJS Cabo, LLC, a Utah Limited Liability Company. This deed transferred title to multiple lots in the Cross-Roads Subdivision (Subdivision) including the Well Lot. Pursuant to the warranty deed, title to water right number 35-13285, which provides water for domestic uses to the Subdivision, was also transferred from Alan Widaman to JJS Cabo, LLC.

Idaho Code §42-248 requires that JJS Cabo, LLC, provide notice that ownership of the water right has changed to any additional landowners within the water right place of use. A map illustrating the water right place of use has been attached for reference. You hold title to a lot within the water right place of use and are therefore entitled to notice of any change in water right ownership. Whatever rights you have to water supplied to your lot in the Subdivision pursuant to water right 35-13285 will not be impacted by this change in water right ownership.

To signify you understand that ownership of the water right for the Subdivision has changed from Alan Widaman to JJS Cabo, LLC, please sign and date below.


ASW LLC
By:


Date

Notice of Change in Water Right Ownership

Dana Collins
PO Box 1523
Idaho Falls ID 83403

Dear Mr. Collins,

On September 15, 2021, Warranty Deed #1699932 was recorded in Bonneville County Idaho. This deed was between Alan and Lynn Widaman and JJS Cabo, LLC, a Utah Limited Liability Company. This deed transferred title to multiple lots in the Cross-Roads Subdivision (Subdivision) including the Well Lot. Pursuant to the warranty deed, title to water right number 35-13285, which provides water for domestic uses to the Subdivision, was also transferred from Alan Widaman to JJS Cabo, LLC.

Idaho Code §42-248 requires that JJS Cabo, LLC, provide notice that ownership of the water right has changed to any additional landowners within the water right place of use. You hold title to a parcel of land within the water right place of use and are therefore entitled to notice of any change in water right ownership. Whatever rights you have to water supplied to your lot in the Subdivision pursuant to water right 35-13285 will not be impacted by this change in water right ownership.

To signify you understand that ownership of the water right for the Subdivision has changed from Alan Widaman to JJS Cabo, LLC, please sign and date below.


Dana Collins


Date

Notice of Change in Water Right Ownership

Stronghold Opportunity Fund
235 E 600 S
Hyde Park UT 84318

Dear Stronghold Opportunity Fund,

On September 15, 2021, Warranty Deed #1699932 was recorded in Bonneville County Idaho. This deed was between Alan and Lynn Widaman and JJS Cabo, LLC, a Utah Limited Liability Company. This deed transferred title to multiple lots in the Cross-Roads Subdivision (Subdivision) including the Well Lot. Pursuant to the warranty deed, title to water right number 35-13285, which provides water for domestic uses to the Subdivision, was also transferred from Alan Widaman to JJS Cabo, LLC.

Idaho Code §42-248 requires that JJS Cabo, LLC, provide notice that ownership of the water right has changed to any additional landowners within the water right place of use. A map illustrating the water right place of use has been attached for reference. You hold title to a lot within the water right place of use and are therefore entitled to notice of any change in water right ownership. Whatever rights you have to water supplied to your lot in the Subdivision pursuant to water right 35-13285 will not be impacted by this change in water right ownership.

To signify you understand that ownership of the water right for the Subdivision has changed from Alan Widaman to JJS Cabo, LLC, please sign and date below.



Stronghold Opportunity Fund

By:

SPG HOWANES

6-14-2022

Date



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 03, 2022

JJS CABO LLC
3775 N 200 W
HYDE PARK UT 84318-4084

Re: Change in Water Right Ownership: 35-13285,

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received 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) 497-3793.

Sincerely,

Christina Henman
Administrative Asst. I

Enclosure(s)