

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED  
DEC 27 2021  
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, 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? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 37-11453              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Ralph H. Naser  
Name of current water right holder/claimant.
3. New Owner(s)/Claimant(s): Boards Warm Springs Inn, LLC Rebecca N. Hunsaker  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 392 E. 2440 N. North Logan UT 84341  
Mailing address City State Zip
- 435-760-4343 beckynhunsaker@gmail.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: 12-31-2016
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: Rebecca N. Hunsaker 12-13-2021  
 Signature of new owner/claimant Title, if applicable Date  
Rebecca N. Hunsaker  
 Print name

Signature: Joan N. Bentley 12-17-2021  
 Signature of new owner/claimant Title, if applicable Date  
Joan N. Bentley  
 Print name

Received by SG Date 12/27/21 For IDWR Office Use Only: Receipt No. 5039001 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 BM Date 2-3-2022

WHEN RECORDED, RETURN TO:

Ms. Joan Bentley, TTEE  
Ms. June Ostler, TTEE  
Ms. Rebecca Hunsaker, TTEE  
10153 So. Golden Sands Place  
South Jordan, Utah 84095

### TRUSTEES' DEED

FOR AND IN CONSIDERATION OF Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JOAN BENTLEY, JUNE OSTLER and REBECCA HUNSAKER, in their capacity as Trustees of the RALPH H. NASER FAMILY LIVING TRUST, dated April 15, 2008, Grantors, hereby QUIT-CLAIM unto

BOARD'S WARM SPRINGS INN, LLC,  
a Utah limited liability company,

Grantee, whose address is 10153 South Golden Sands Place, South Jordan, Utah 84095, the tract of real property situated in Blaine County, State of Idaho, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, said Grantors have executed this instrument this 16 day of February, 2017.

THE RALPH H. NASER FAMILY LIVING TRUST,  
dated April 15, 2008

By: Joan Bentley, Trustee  
Joan Bentley, Trustee

And by: June Ostler, Trustee  
June Ostler, Trustee

And by: Rebecca Hunsaker, Trustee  
Rebecca Hunsaker, Trustee

DATED: February 16, 2017

Joan Bentley  
Joan Bentley

DATED: February 16, 2017

Jane Ostler  
Jane Ostler

DATED: February 16, 2017

Rebecca Hunsaker  
Rebecca Hunsaker

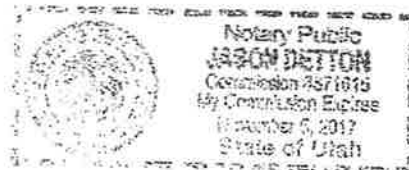
STATE OF UTAH                     )  
                                              : ss.  
COUNTY OF SALT LAKE         )

On the 16 day of February, 2017, before me, the undersigned Notary, personally appeared JOAN BENTLEY, Affiant, who is personally known to me or who proved to me her identity through documentary evidence to be the person who signed the preceding document in my presence and who swore to me that her signature is voluntary and the document truthful.

Jane Ostler  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:

Nov. 5, 2017

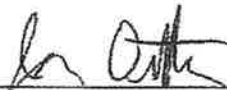


STATE OF UTAH )

: ss.

COUNTY OF Salt Lake )

On the 16 day of February, 2017, before me, the undersigned Notary, personally appeared REBECCA HUNSAKER, in her capacity as Trustee of the RALPH H. NASER FAMILY LIVING TRUST, dated April 15, 2008, Grantor, who is personally known to me or who proved to me her identity through documentary evidence to be the person who signed the preceding document in my presence and who swore to me that her signature is voluntary and the document truthful.



NOTARY PUBLIC

Residing at: Salt Lake County, Utah

My Commission Expires:

Nov. 5, 2017

6938\BENTLEY.TD



**EXHIBIT "A"**

**Legal Description**

The following described property is located in Blaine County, State of Idaho:

Lot 84, Block 2 of BOARD'S LOWER RANCH SUBDIVISION,  
BLAINE COUNTY, IDAHO, according to the official plat thereof,  
on file in the office of the County Recorder, recorded December 1,  
1989, as Instrument No. 313523, records of Blaine County, Idaho.

RP 0005 0005 84 A

**PURCHASE AGREEMENT AND AGREEMENT TO TRANSFER PERCENTAGE INTEREST  
IN BOARD'S WARM SPRINGS INN, LLC**

This Purchase Agreement and Agreement to Transfer Percentage Interest in Board's Warm Springs Inn, LLC (the "Agreement") is made as of Feb. 2 2019, by and among June Ostler (the "Seller"), on the one hand, and Joan Bentley and Rebecca Hunsaker (together, the "Purchasers") on the other. Seller and Purchasers are referred to collectively as the "Parties."

WHEREAS, Purchasers and Seller are Members of Board's Warm Spring Inn, LLC, a Utah limited liability company formed on or around January 2017 (the "Company"), governed by the Operating Agreement dated December 16, 2016 (the "LLC Operating Agreement").

WHEREAS, June Ostler, Joan Bentley, and Rebecca Hunsaker each own a 33 1/3% interest in the Company, and each is a Member of the Company.

WHEREAS, certain disputes have arisen regarding Board's Warm Springs Inn, LLC and its operation, etc., and the Parties have agreed to resolve all such disputes by the transaction contemplated by this Agreement.

WHEREAS, Seller desires to sell, and Purchasers desire to purchase, Seller's 33 1/3% interest in the Company, on the conditions set forth in this Agreement.

WHEREAS, the Parties desire to set forth the terms and conditions under which, in exchange for the consideration set forth herein, at the Closing, the Purchasers become the owners of Seller's 33 1/3% interest in the Company.

NOW, THEREFORE, in consideration of the premises and the mutual promises made herein, and in consideration of the representations, warranties, covenants and agreements herein contained, intending to be legally bound, the Parties hereby agree as follows:

1. Seller agrees to sell, and Purchasers agree to buy, Seller's 33 1/3% interest in the Company (the "Transferred Interest") for the sum of \_\_\_\_\_ ("Purchase Price").
2. Purchasers shall pay the Purchase Price by cashier's check to Seller as follows:
  - a. Rebecca Hunsaker will pay a single lump sum payment of \_\_\_\_\_ and
  - b. Joan Bentley will pay a single lump sum payment of \_\_\_\_\_
3. Seller hereby acknowledges receipt of cashier's checks in the amount of the Purchase Price.
4. Ownership of the Transferred Interest hereby vests in Purchasers in equal shares, and Seller hereby ceases to be a Member of the Company pursuant to Section 2.5(j) of the LLC Operating Agreement, and shall have no further rights, responsibilities, or liabilities in connection with the Company.

5. Pursuant to Section 2.5 of the LLC Operating Agreement, the Purchasers in their capacity as Members hereby consent to the transfer of the Transferred Interest.

6. Any disputes arising from this Agreement that cannot be resolved by negotiation and agreement between the Parties will be resolved in the courts of the State of Utah having appropriate venue, and each Party hereby consents to the jurisdiction of the courts of the State of Utah and waives any objection thereto. Any action involve a dispute arising from this Agreement must be brought no later than two (2) years from the date of this Agreement.

7. This Agreement will be governed by and construed in accordance with the internal Laws of the State of Utah applicable to agreements made and to be performed entirely within Utah, without regard to the conflicts of law principles that would require the application of any other law.

8. No amendment to this Agreement shall be effective unless in writing and signed by all Parties.

9. This Agreement may be executed in one or more counterparts, including by facsimile or PDF, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date first written above.

June Ostler 2-2-19  
June Ostler

Joan Bentley 2/2/19  
Joan Bentley

Rebecca Hunsaker 2-2-19  
Rebecca Hunsaker

WHEN RECORDED, RETURN TO:

Ms. Joan Bentley, TTEE  
Ms. June Ostler, TTEE  
Ms. Rebecca Hunsaker, TTEE  
10153 So. Golden Sands Place  
South Jordan, Utah 84095

**AFFIDAVIT  
OF  
DEATH OF TRUSTEE**

STATE OF UTAH                     )  
                                              :SS  
COUNTY OF SALT LAKE    )

Affiants, JOAN BENTLEY, JUNE OSTLER and REBECCA HUNSAKER, being sworn, state that:

1. On the 15th day of April, 2008, RALPH H. NASER, as Trustmaker, created a trust known as the RALPH H. NASER FAMILY LIVING TRUST (the "Trust"), and named himself as Trustee of the Trust.

2. Section 7.4, of the Declaration of Trust Agreement for the Trust specifies that, upon the death of the initial Trustee, JOAN BENTLEY, JUNE OSTLER and REBECCA HUNSAKER will act as successor Trustees of the Trust.

3. As evidenced by the attached Certificate of Death, RALPH H. NASER died on January 17, 2015.

4. Pursuant to the above-described provision of the Trust Agreement, the current Trustees of the Trust are

**JOAN BENTLEY, JUNE OSTLER and  
REBECCA HUNSAKER**

5. The Trust is the owner of the real property described on Exhibit "A" attached hereto and incorporated herein by this reference.

STATE OF UTAH )

: ss.

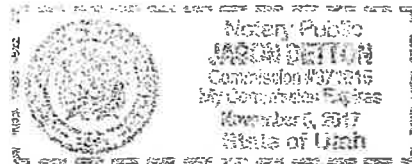
COUNTY OF SALT LAKE )

On the 16 day of February, 2017, before me, the undersigned Notary, personally appeared JOAN BENTLEY, in her capacity as Trustee of the RALPH H. NASER FAMILY LIVING TRUST, dated April 15, 2008, Grantor, who is personally known to me or who proved to me her identity through documentary evidence to be the person who signed the preceding document in my presence and who swore to me that her signature is voluntary and the document truthful.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:

Nov. 5, 2017



STATE OF UTAH )

: ss.

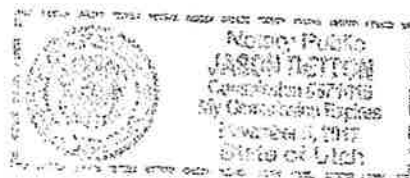
COUNTY OF SALT LAKE )

On the 16 day of February, 2017, before me, the undersigned Notary, personally appeared JUNE OSTLER, in her capacity as Trustee of the RALPH H. NASER FAMILY LIVING TRUST, dated April 15, 2008, Grantor, who is personally known to me or who proved to me her identity through documentary evidence to be the person who signed the preceding document in my presence and who swore to me that her signature is voluntary and the document truthful.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:

Nov. 5, 2017



STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 16 day of February, 2017, before me, the undersigned Notary, personally appeared JUNE OSTLER, Affiant, who is personally known to me or who proved to me her identity through documentary evidence to be the person who signed the preceding document in my presence and who swore to me that her signature is voluntary and the document truthful.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:

Nov. 5, 2017



STATE OF UTAH )  
 : ss.  
COUNTY OF Salt Lake )

On the 16 day of February, 2017, before me, the undersigned Notary, personally appeared REBECCA HUNSAKER, Affiant, who is personally known to me or who proved to me her identity through documentary evidence to be the person who signed the preceding document in my presence and who swore to me that her signature is voluntary and the document truthful.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:

Nov. 5, 2017

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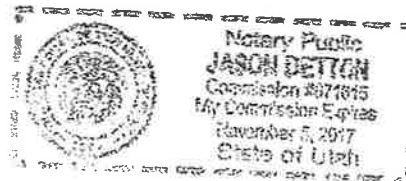


**EXHIBIT "A"**

**Legal Description**

The following described property is located in Blaine County, State of Idaho:

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BLAINE COUNTY, IDAHO, according to the official plat thereof,  
on file in the office of the County Recorder, recorded December 1,  
1989, as Instrument No. 313523, records of Blaine County, Idaho.

RP 00055 000584 A



RECEIVED

JAN 31 2017

Date: 01/31/2017

Receipt No. 8750290

Amount Paid: \$107.00

-Utah Div of Corp &amp; Comm Code

**CERTIFICATE OF ORGANIZATION****OF****BOARD'S WARM SPRINGS INN, LLC**

The undersigned, acting in their capacity as the organizers of BOARD'S WARM SPRINGS INN, LLC (the "Company"), hereby certify as follows with respect to the formation of a Utah limited liability company formed pursuant to the Utah Revised Uniform Limited Liability Company Act, Utah Code § 48-3a-101 et seq.

Company Name

The name of the Company is **Board's Warm Springs Inn, LLC.**

Principal Office

The street and mailing address of the principal office of the Company is:

10153 Golden Sands Place  
South Jordan, Utah 84095

Duration of Company

The duration of this Company shall be ninety-nine (99) years, unless dissolved earlier in accordance with law and the agreement of the members of the Company.

Business Purpose

The Company is organized to engage in the business of owning, leasing and managing real property assets, together with all activities related or ancillary thereto, and to do all things and engage in all lawful businesses and transactions which a limited liability company organized under the laws of the State of Utah might do or engage in, even though not expressly stated herein.

Name and Address of Registered Agent

The name and street address of the Company's registered agent are:

Joan N. Bentley  
10153 Golden Sands Place  
South Jordan, Utah 84095

JAN 31 '17 PM 12:22

The initial registered agent accepts her appointment by signing below.

Registered Agent:

Joan N. Bentley  
Joan N. Bentley

Restrictions on Transfers

The interests of the members in the Company are subject to the limits on transferability set forth in the Operating Agreement or Operating Guidelines of the Company.

Management by Managers

The Company will be managed by its managers.

Indemnification

The Company shall indemnify to the fullest extent permitted by the Utah Revised Uniform Limited Liability Company Act any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is or was a member of the Company.

SIGNED UNDER PENALTIES OF PERJURY this 31 day of December, 2016.

ORGANIZERS:

Joan N. Bentley      Jane Ostler  
Joan N. Bentley      Jane Ostler

Rebecca N. Hunsaker  
Rebecca N. Hunsaker

6938BENTLEY.COO

All references in this Agreement to "Trustee" or "my Trustee" shall refer to my initial Trustee or Trustees and to their successor or successors in trust.

## **Section 1.2 Name of My Trust**

For convenience, my Trust shall be known as the:

RALPH H. NASER FAMILY LIVING TRUST,  
dated April 15, 2008

For purposes of the legal title to assets transferred to my Trust and for beneficiary designations, my Trust shall be referred to as:

RALPH H. NASER, Trustee, or his successors in trust, under the RALPH H. NASER FAMILY LIVING TRUST, dated April 15, 2008, and any amendments thereto.

## **Section 1.3 Purpose**

This Trust is established for the primary benefit of myself during my lifetime and for the benefit of my descendants thereafter.

The names of my children are:

JOAN BENTLEY  
JUNE OSTLER  
REBECCA HUNSAKER

References in this Agreement to "my children" shall be deemed to refer to the children listed above.

If my Trustee determines, for the purposes of this Agreement, that I am incapacitated, my Trustee shall immediately give written notification thereof to me and to my guardian (if any) and children.

SIGNED on the date first above mentioned.

TRUSTMAKER:

*Ralph H. Naser*  
Ralph H. Naser

TRUSTEE:

Ralph H. Naser  
Ralph H. Naser

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On April 15, 2008, before me, the undersigned Notary, personally appeared **RALPH H. NASER**, who is personally known to me or who proved to me his identity through documentary evidence to be the person who signed the preceding document in my presence and who swore to me that his signature is voluntary and the document truthful.

who signed the preceding document in my presence  
s voluntary and the document truthful.

  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

~~NOTARY PUBLIC~~

Residing at: Salt Lake County, Utah

My Commission Expires: \_\_\_\_\_

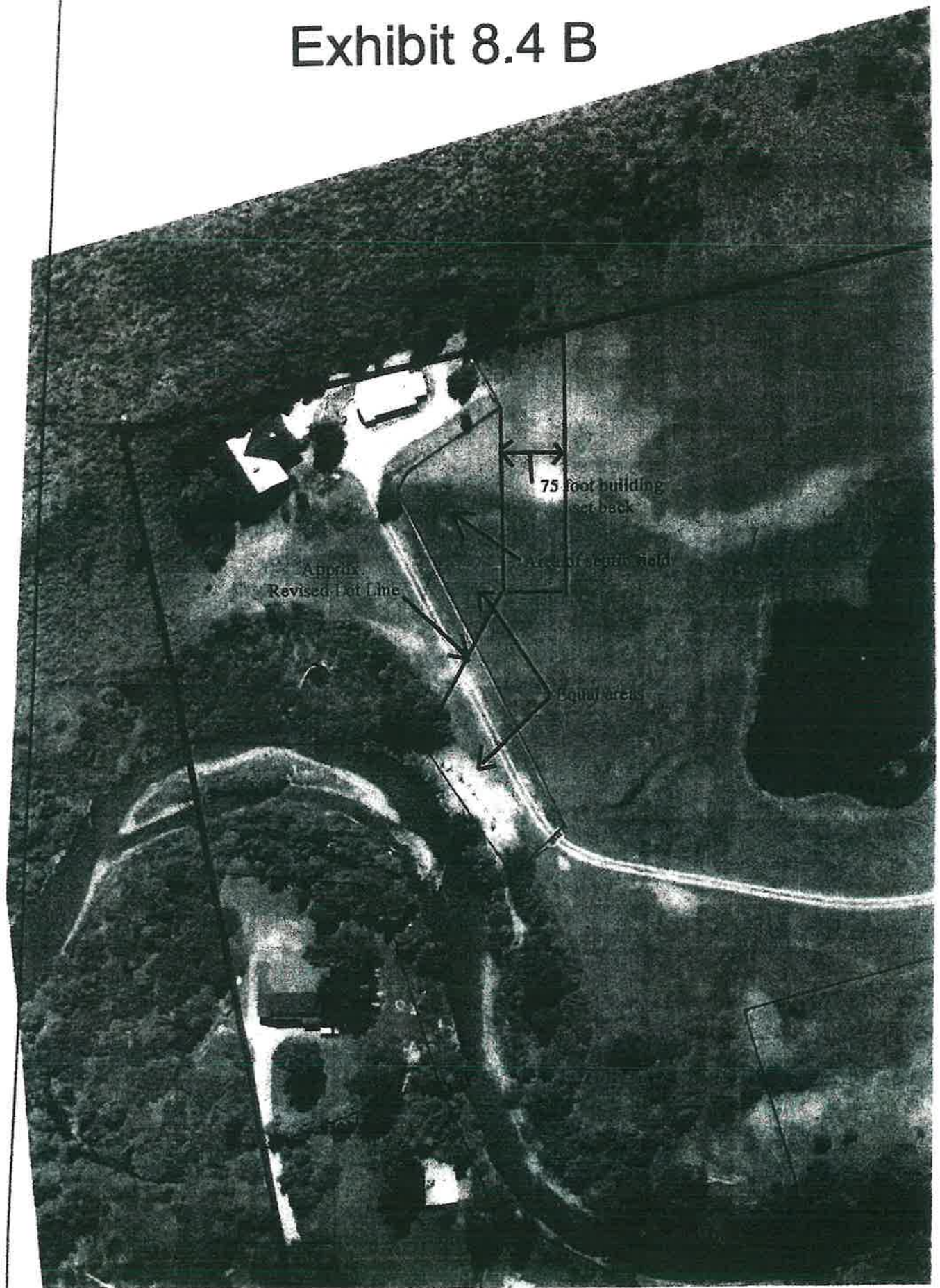


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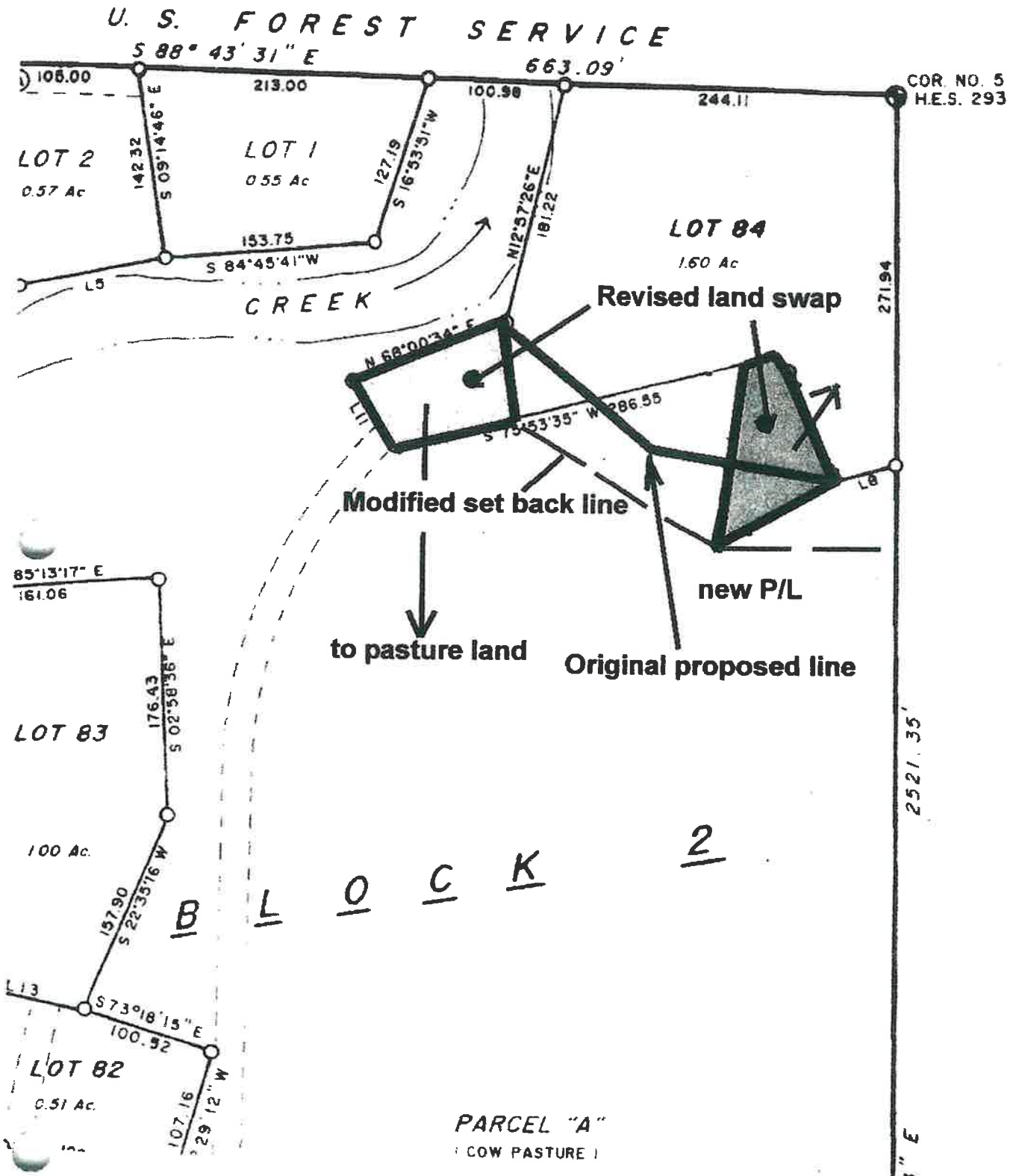


**Lower Board Ranch  
Northern Half**

# Exhibit 8.4 B



# Exhibit 8.8



## History Summary

- There is a well on this lot of the Lower Board Ranch.
- The Ranch was the property of our grandfather Hedley C. Board.
- Our parents inherited the lot.
- Then my sisters + I inherited it.
- We created Board's Warm Springs Inn.
- Then Joan + I bought out our sister June.
- So now, Rebecca + Joan are the owners.

We were unsure about water rights.

I hope the necessary papers are included.

*Rebecca Board*

DEC 27 2021

DEPT OF WATER RESOURCES  
SOUTHERN REGION



IDAHO DEPARTMENT OF  
**WATER RESOURCES**

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](mailto:southerninfo@idwr.idaho.gov) • Web: [idwr.idaho.gov](http://idwr.idaho.gov)

**Governor Brad Little**

**Director Gary Spackman**

February 03, 2022

BOARDS WARM SPRINGS INN LLC  
392 E 2440 N  
NORTH LOGAN UT 84341-1781

Re: Change in Ownership for Water Right No(s): 37-11453

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) 293-9908.

Sincerely,

Denise Maline  
Administrative Assistant 1

Enclosure(s)