

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Department of Water Resources
Eastern Region

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions. **DEV**

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
✓ 23-55B OK	Yes <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	→ 23-55B	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
✓ 23-7122 OK	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	→ 23-11517	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
23-7123	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: Randy T Huskey
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Landmark Properties LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 1855 Madison AVE Idaho Falls ID 83404-1212
Mailing address City State Zip
208-881-2269 drmarkfreeman@yahoo.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: 4/29/21
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: [Signature] PRESIDENT 9/22/21
Signature of new owner/claimant Title, if applicable Date
- Print name
- Signature: _____
Signature of new owner/claimant Title, if applicable Date
- Print name

Received by CAH Date 10/14/21 For IDWR Office Use Only: Receipt No. E047462 Receipt Amt. \$225.00

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 JB Processed by sk Date 2/18/2022



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442

Instrument # 1684469
Bonneville County, Idaho Falls, Idaho
05/03/2021 11:18:23 AM No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE - IDAHO FALLS
Penny Manning Fee: \$15.00
Ex-Officio Recorder Deputy Dwoolf
Index to: DEED, WARRANTY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **960885-RI (ss)**

Date: **April 29, 2021**

For Value Received, **Shawn B. Buckland and Marla J. Rich, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Landmark Properties LLC, an Idaho limited liability company**, hereinafter called the Grantee, whose current address is **1855 Madison Avenue, Idaho Falls, ID 83404**, the following described premises, situated in **Bonneville County, Idaho**, to-wit:

See Attached Exhibit A Legal Description

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 04/29/2021

Warranty Deed
- continued

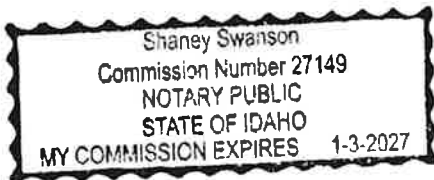
File No.: 960885-RI (ss)



Shawn B. Buckland


Marla J. Rich

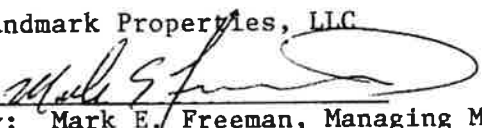
STATE OF Idaho)
COUNTY OF Bonneville)
ss.

On this **Twenty-ninth day of April, 2021**, before me, a Notary Public in and for said State, personally appeared **Shawn B. Buckland and Marla J. Rich**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



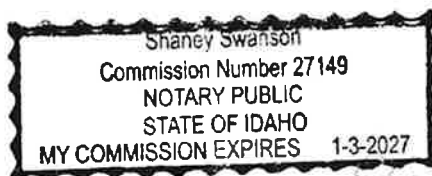

Notary Public for the State of Idaho
Residing at: Idaho Falls, ID
My Commission Expires: 1-3-27

Landmark Properties, LLC


By: Mark E. Freeman, Managing Member

STATE OF Idaho)
) ss.
COUNTY OF Bonneville)

On this **30th day of April, 2021**, before me, a Notary Public in and for said State, personally appeared **Mark E. Freeman**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Landmark Properties, LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that he executed the same in said Limited Liability Company's name.





Notary Public of Idaho
Residing at: Idaho Falls, ID
Commission Expires: 1-3-27

EXHIBIT A

A Parcel of Land being part of Lot 5 of Park Subdivision No. 3 and a unplatted portion of the Southeast quarter of Section 35, Township 1 North, Range 44 East, Boise Meridian, City of Irwin, Bonneville County, Idaho, more particularly described as follows;

Commencing at the Southeast corner of said Section 35, thence S89°53'59"W 337.26 feet along the South line of said Section 35 to a point at the Northeasterly Right-of-Way of Highway 26, thence along said Right-of-Way the following two (2) courses; (1) N35°51'00"W 1549.93 feet, (2) N35°58'08"W 248.47 feet to the True Point of Beginning, thence continuing along said Right-of-Way N35°58'08"W 212.59 feet, thence leaving said Right-of-Way N54°01'27"E 132.59 feet, thence S32°56'21"E 120.65 feet, thence N55°29'59"E 193.16 feet, thence S87°30'54"E 38.52 feet, thence S38°36'26"E 49.37 feet, thence S54°06'56"W 96.74 feet, thence S36°05'47"E 13.95 feet, thence S54°00'32"W 255.03 feet to the True Point of Beginning.

Reserving Unto the Grantor the following described Easement:

An easement 20.00 (twenty) feet in width being part of the Southeast quarter of Section 35, Township 1 North, Range 44 East, Boise Meridian, City of Irwin, Bonneville County, Idaho, more particularly described as follows;

Commencing at the Southeast corner of said Section 35, thence S89°53'59"W 337.26 feet along the South line of said Section 35 to a point at the Northeasterly Right-of-Way of Highway 26, thence along said Right-of-Way the following two (2) courses; (1) N35°51'00"W 1549.93 feet, (2) N35°58'08"W 238.47 feet to the True Point of Beginning, thence continuing along said Right-of-Way N35°58'08"W 20.00 feet, thence leaving said Right-of-Way N54°00'32"E 255.01 feet, thence S36°05'47"E 20.00 feet, thence S54°00'32"W 255.06 feet to the True Point of Beginning.

Together with and Subject to the following described Easement:

An easement 20.00 (twenty) feet in width being part of the Southeast quarter of Section 35, Township 1 North, Range 44 East, Boise Meridian, City of Irwin, Bonneville County, Idaho, more particularly described as follows;

Commencing at the Southeast corner of said Section 35, thence S89°53'59"W 337.26 feet along the South line of said Section 35 to a point at the Northeasterly Right-of-Way of Highway 26, thence along said Right-of-Way the following two (2) courses; (1) N35°51'00"W 1549.93 feet, (2) N35°58'08"W 238.47 feet to the True Point of Beginning, thence continuing along said Right-of-Way N35°58'08"W 20.00 feet, thence leaving said Right-of-Way N54°00'32"E 255.01 feet, thence S36°05'47"E 20.00 feet, thence S54°00'32"W 255.06 feet to the True Point of Beginning.

This Easement is for the benefit of the current owners, and all their heirs, successors and/or assigns.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442

Instrument # 1661961
Bonneville County, Idaho Falls, Idaho
11/02/2020 03:21:15 PM No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE - IDAHO FALLS
Penny Manning Fee: \$15.00
Ex-Officio Recorder Deputy Rupchurch
Index to: DEED, WARRANTY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **901542-RI (ss)**

Date: **October 29, 2020**

For Value Received, **Shawn B. Buckland and Marla J. Rich, husband and wife, who took title as Shawn B. Buckland, an unmarried person and Marla J. Rich, an unmarried person**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Landmark Properties LLC, an Idaho limited liability company**, hereinafter called the Grantee, whose current address is **1855 Madison Avenue, Idaho Falls, ID 83404**, the following described premises, situated in **Bonneville County, Idaho**, to-wit:

PARCEL 1:

PART OF LOTS 5 AND 7, PARK SUBDIVISION, DIVISION NO. 3, CITY OF IRWIN, BONNEVILLE COUNTY, IDAHO, ACCORDING TO THE PLAT RECORDED AUGUST 14, 1985, AS INSTRUMENT NO. 688949, AND PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 44 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 89°53'59" WEST 337.26 FEET ALONG THE SOUTH LINE OF SAID SECTION 35 TO A POINT AT THE NORTHEASTERLY RIGHT-OF-WAY OF HIGHWAY 26; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: (1) NORTH 35°51'00" WEST 1549.93 FEET, (2) NORTH 35°58'08" WEST 461.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 35°58'08" WEST 215.39 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 54°00'32" EAST 291.33 FEET TO THE BOUNDARY OF SAID PARK SUBDIVISION NO. 3; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES: (1) NORTH 35°47'05" WEST 4.68 FEET, (2) NORTH 56°05'57" EAST 22.02 FEET, (3) SOUTH 88°32'26" EAST 142.89 FEET; THENCE LEAVING SAID BOUNDARY SOUTH 34°19'03" EAST 350.14 FEET TO SAME SAID BOUNDARY OF SAID PARK SUBDIVISION NO. 3; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 89°49'15" WEST 31.99 FEET, (2) SOUTH 54°06'56" WEST 39.04 FEET; THENCE LEAVING SAID BOUNDARY NORTH 38°36'26" WEST 49.37 FEET; THENCE NORTH 87°30'54" WEST 38.52 FEET; THENCE SOUTH 55°29'59" WEST 193.16 FEET; THENCE NORTH 32°56'21" WEST 120.65 FEET; THENCE SOUTH 54°01'27" WEST 132.59 FEET TO THE TRUE POINT OF BEGINNING.

Date: 10/29/2020

Warranty Deed
- continued

File No.: 901542-RI (ss)

PARCEL 1A:**TOGETHER WITH AN EASEMENT DESCRIBED AS FOLLOWS:
(Easement 3)**

An easement being part of Lot 5 of Park Subdivision No. 3 and a un platted portion of the Southeast quarter of Section 35, Township 1 North, Range 44 East, Boise Meridian, City of Irwin, Bonneville County, Idaho, more particularly described as follows;

Commencing at the Southeast corner of said Section 35, thence S89°53'59"W 337.26 feet along the South line of said Section 35 to a point at the Northeasterly Right-of-Way of Highway 26, thence along said Right-of-Way the following two (2) courses; (1) N35°51'00"W 1549.93 feet, (2) N35°58'08"W 461.06 feet, thence leaving said Right-of-Way N54°01'27"E 132.59 feet to the True Point of Beginning, thence S32°56'21"E 120.65 feet, thence N55°29'59"E 193.16 feet, thence S87°30'54"E 38.52 feet, thence S02°29'06"W 5.00 feet, thence S87°13'56"W 32.64 feet, thence S55°29'59"W 203.44 feet, thence N32°56'21"W 130.40 feet, thence N54°01'27"E 10.01 feet to the True Point of Beginning.

PARCEL 2:

PART OF LOTS 5 AND 7, PARK SUBDIVISION, DIVISION NO. 3, CITY OF IRWIN, BONNEVILLE COUNTY, IDAHO, ACCORDING TO THE PLAT RECORDED AUGUST 14, 1985, AS INSTRUMENT NO. 688949, AND PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 44 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 89°53'59" WEST 337.26 FEET ALONG THE SOUTH LINE OF SAID SECTION 35 TO A POINT AT THE NORTHEASTERLY RIGHT-OF-WAY OF HIGHWAY 26; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: (1) NORTH 35°51'00" WEST 1549.93 FEET, (2) NORTH 35°58'08" WEST 676.45 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 54°00'32" EAST 291.33 FEET TO THE BOUNDARY OF SAID PARK SUBDIVISION NO. 3; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES: (1) NORTH 35°47'05" WEST 4.68 FEET, (2) NORTH 56°05'57" EAST 22.02 FEET, (3) SOUTH 88°32'26" EAST 142.89 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID BOUNDARY THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 88°32'26" EAST 441.39 FEET, (2) SOUTH 00°09'31" EAST 115.33 FEET, (3) SOUTH 00°01'25" WEST 161.85 FEET, (4) SOUTH 89°49'15" WEST 244.10 FEET; THENCE LEAVING SAID BOUNDARY NORTH 34°19'03" WEST 350.14 FEET TO THE TRUE POINT OF BEGINNING.

****Reserving Unto the GRANTOR 2 Easements Described As Follows:
(Easement 1)**

A 25.00 foot wide easement being part of an un platted portion of the Southeast quarter of Section 35, Township 1 North, Range 44 East, Boise Meridian, City of Irwin, Bonneville County, Idaho, more particularly described as follows;

Commencing at the Southeast corner of said Section 35, thence S89°53'59"W 337.26 feet along the South line of said Section 35 to a point at the Northeasterly Right-of-Way of

Date: 10/29/2020

Warranty Deed
- continued

File No.: 901542-RI (ss)

Highway 26, thence along said Right-of-Way the following two (2) courses; (1) N35°51'00"W 1549.93 feet, (2) N35°58'08"W 566.41 feet to the True Point of Beginning, thence continuing along said Right-of-Way N35°58'08"W 25.00 feet, thence leaving said Right-of-Way N54°01'52"E 50.00 feet, thence S35°58'08"E 130.35 feet, thence S54°01'27"W 25.00 feet, thence N35°58'08"W 105.35 feet, thence S54°01'27"W 25.00 feet to the True Point of Beginning.

(Easement 2)

A 10.00 foot wide easement being part of Lot 5 of Park Subdivision No. 3 and a un platted portion of the Southeast quarter of Section 35, Township 1 North, Range 44 East, Boise Meridian, City of Irwin, Bonneville County, Idaho, more particularly described as follows;

Commencing at the Southeast corner of said Section 35, thence S89°53'59"W 337.26 feet along the South line of said Section 35 to a point at the Northeasterly Right-of-Way of Highway 26, thence along said Right-of-Way the following two (2) courses; (1) N35°51'00"W 1549.93 feet, (2) N35°58'08"W 461.06 feet, thence leaving said Right-of-Way N54°01'27"E 132.59 feet, thence S32°56'21"E 110.65 feet to the True Point of Beginning, thence N55°29'55"E 192.89 feet, thence S34°30'01"E 10.00 feet, thence S55°29'59"W 193.16 feet, thence N32°56'21"W 10.00 feet to the True Point of Beginning.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 10/29/2020


Warranty Deed
- continued

File No.: 901542-RI (ss)


Shawn B. Buckland


Marla J. Rich

Landmark Properties, LLC

By:  Mark E. Freeman, Managing Member

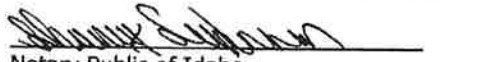
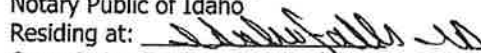
SHANEY SWANSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 27149
MY COMMISSION EXPIRES 1-3-2021

STATE OF IDAHO)

)ss.

COUNTY OF Bonneville)

On this 30th day of October, in the year of 2020, before me, a Notary Public in and for said State, personally appeared Mark E. Freeman, known or identified to me (or proved to me on the oath of), to be one of the managing member of the limited liability company that executed the instrument or the persons who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Notary Public of Idaho
Residing at: 
Commission Expires: 1-3-21

SHANEY SWANSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 27149
MY COMMISSION EXPIRES 1-3-2021

STATE OF Idaho)
COUNTY OF Bonneville)

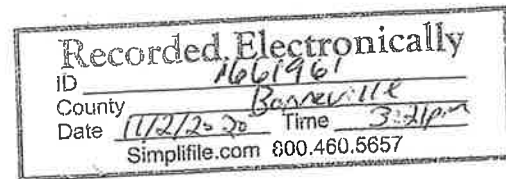
On this **Thirtieth day of October, 2020**, before me, a Notary Public in and for said State, personally appeared **Shawn B. Buckland and Marla J. Rich**, known or identified to me to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument, and acknowledged to me that he/she/~~they~~ executed the same.

SHANEY SWANSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 27149
MY COMMISSION EXPIRES 1-3-2021


Notary Public for the State of Idaho
Residing at: Idaho Falls, ID
My Commission Expires: 1-3-21

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442



RV

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **901542-RI (ss)**

Date: **October 29, 2020**

For Value Received, **Shawn B. Buckland and Marla J. Rich, husband and wife, who took title as Shawn B. Buckland, an unmarried person and Marla J. Rich, an unmarried person**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Landmark Properties LLC, an Idaho limited liability company**, hereinafter called the Grantee, whose current address is **1855 Madison Avenue, Idaho Falls, ID 83404**, the following described premises, situated in **Bonneville County, Idaho**, to-wit:

PARCEL 1:

PART OF LOTS 5 AND 7, PARK SUBDIVISION, DIVISION NO. 3, CITY OF IRWIN, BONNEVILLE COUNTY, IDAHO, ACCORDING TO THE PLAT RECORDED AUGUST 14, 1985, AS INSTRUMENT NO. 688949, AND PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 44 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 89°53'59" WEST 337.26 FEET ALONG THE SOUTH LINE OF SAID SECTION 35 TO A POINT AT THE NORTHEASTERLY RIGHT-OF-WAY OF HIGHWAY 26; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: (1) NORTH 35°51'00" WEST 1549.93 FEET, (2) NORTH 35°58'08" WEST 461.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 35°58'08" WEST 215.39 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 54°00'32" EAST 291.33 FEET TO THE BOUNDARY OF SAID PARK SUBDIVISION NO. 3; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES: (1) NORTH 35°47'05" WEST 4.68 FEET, (2) NORTH 56°05'57" EAST 22.02 FEET, (3) SOUTH 88°32'26" EAST 142.89 FEET; THENCE LEAVING SAID BOUNDARY SOUTH 34°19'03" EAST 350.14 FEET TO SAME SAID BOUNDARY OF SAID PARK SUBDIVISION NO. 3; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 89°49'15" WEST 31.99 FEET, (2) SOUTH 54°06'56" WEST 39.04 FEET; THENCE LEAVING SAID BOUNDARY NORTH 38°36'26" WEST 49.37 FEET; THENCE NORTH 87°30'54" WEST 38.52 FEET; THENCE SOUTH 55°29'59" WEST 193.16 FEET; THENCE NORTH 32°56'21" WEST 120.65 FEET; THENCE SOUTH 54°01'27" WEST 132.59 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 1A:

**TOGETHER WITH AN EASEMENT DESCRIBED AS FOLLOWS:
(Easement 3)**

An easement being part of Lot 5 of Park Subdivision No. 3 and a un platted portion of the Southeast quarter of Section 35, Township 1 North, Range 44 East, Boise Meridian, City of Irwin, Bonneville County, Idaho, more particularly described as follows;

Commencing at the Southeast corner of said Section 35, thence S89°53'59"W 337.26 feet along the South line of said Section 35 to a point at the Northeasterly Right-of-Way of Highway 26, thence along said Right-of-Way the following two (2) courses; (1) N35°51'00"W 1549.93 feet, (2) N35°58'08"W 461.06 feet, thence leaving said Right-of-Way N54°01'27"E 132.59 feet to the True Point of Beginning, thence S32°56'21"E 120.65 feet, thence N55°29'59"E 193.16 feet, thence S87°30'54"E 38.52 feet, thence S02°29'06"W 5.00 feet, thence S87°13'56"W 32.64 feet, thence S55°29'59"W 203.44 feet, thence N32°56'21"W 130.40 feet, thence N54°01'27"E 10.01 feet to the True Point of Beginning.

PARCEL 2:

PART OF LOTS 5 AND 7, PARK SUBDIVISION, DIVISION NO. 3, CITY OF IRWIN, BONNEVILLE COUNTY, IDAHO, ACCORDING TO THE PLAT RECORDED AUGUST 14, 1985, AS INSTRUMENT NO. 688949, AND PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 44 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 89°53'59" WEST 337.26 FEET ALONG THE SOUTH LINE OF SAID SECTION 35 TO A POINT AT THE NORTHEASTERLY RIGHT-OF-WAY OF HIGHWAY 26; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: (1) NORTH 35°51'00" WEST 1549.93 FEET, (2) NORTH 35°58'08" WEST 676.45 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 54°00'32" EAST 291.33 FEET TO THE BOUNDARY OF SAID PARK SUBDIVISION NO. 3; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES: (1) NORTH 35°47'05" WEST 4.68 FEET, (2) NORTH 56°05'57" EAST 22.02 FEET, (3) SOUTH 88°32'26" EAST 142.89 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID BOUNDARY THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 88°32'26" EAST 441.39 FEET, (2) SOUTH 00°09'31" EAST 115.33 FEET, (3) SOUTH 00°01'25" WEST 161.85 FEET, (4) SOUTH 89°49'15" WEST 244.10 FEET; THENCE LEAVING SAID BOUNDARY NORTH 34°19'03" WEST 350.14 FEET TO THE TRUE POINT OF BEGINNING.

****Reserving Unto the GRANTOR 2 Easements Described As Follows:
(Easement 1)**

A 25.00 foot wide easement being part of an un platted portion of the Southeast quarter of Section 35, Township 1 North, Range 44 East, Boise Meridian, City of Irwin, Bonneville County, Idaho, more particularly described as follows;

Commencing at the Southeast corner of said Section 35, thence S89°53'59"W 337.26 feet along the South line of said Section 35 to a point at the Northeasterly Right-of-Way of

Highway 26, thence along said Right-of-Way the following two (2) courses; (1) N35°51'00"W 1549.93 feet, (2) N35°58'08"W 566.41 feet to the True Point of Beginning, thence continuing along said Right-of-Way N35°58'08"W 25.00 feet, thence leaving said Right-of-Way N54°01'52"E 50.00 feet, thence S35°58'08"E 130.35 feet, thence S54°01'27"W 25.00 feet, thence N35°58'08"W 105.35 feet, thence S54°01'27"W 25.00 feet to the True Point of Beginning.

(Easement 2)

A 10.00 foot wide easement being part of Lot 5 of Park Subdivision No. 3 and a un platted portion of the Southeast quarter of Section 35, Township 1 North, Range 44 East, Boise Meridian, City of Irwin, Bonneville County, Idaho, more particularly described as follows;

Commencing at the Southeast corner of said Section 35, thence S89°53'59"W 337.26 feet along the South line of said Section 35 to a point at the Northeasterly Right-of-Way of Highway 26, thence along said Right-of-Way the following two (2) courses; (1) N35°51'00"W 1549.93 feet, (2) N35°58'08"W 461.06 feet, thence leaving said Right-of-Way N54°01'27"E 132.59 feet, thence S32°56'21"E 110.65 feet to the True Point of Beginning, thence N55°29'55"E 192.89 feet, thence S34°30'01"E 10.00 feet, thence S55°29'59"W 193.16 feet, thence N32°56'21"W 10.00 feet to the True Point of Beginning.


SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.


Shawn B. Buckland


Marla J. Rich

Landmark Properties, LLC


By: Mark E. Freeman, Managing Member

SHANEY SWANSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 27149
MY COMMISSION EXPIRES 1-3-2021

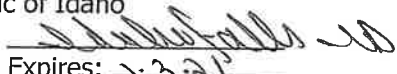
STATE OF IDAHO)

)ss.

COUNTY OF Bonneville)

On this 30th day of October, in the year of 2020, before me, a Notary Public in and for said State, personally appeared Mark E. Freeman, known or identified to me (or proved to me on the oath of), to be one of the managing member of the limited liability company that executed the instrument or the persons who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.


Notary Public of Idaho

Residing at: 


Commission Expires: 1-3-21

SHANEY SWANSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 27149
MY COMMISSION EXPIRES 1-3-2021

STATE OF Idaho)
COUNTY OF Bonneville)

On this **Thirtieth day of October, 2020**, before me, a Notary Public in and for said State, personally appeared **Shawn B. Buckland and Marla J. Rich**, known or identified to me to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument, and acknowledged to me that he/she/~~they~~ executed the same.

SHANEY SWANSON
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 27149
MY COMMISSION EXPIRES 1-3-2021


Notary Public for the State of Idaho
Residing at: Idaho Falls, ID
My Commission Expires: 1-3-21

Instrument # 1525952
IDAHO FALLS, BONNEVILLE, IDAHO
2016-06-02 11:31:02 AM No. of Pages: 2
Recorded for: ALLIANCE TITLE - IDAHO FALLS O
RONALD LONGMORE Fee: \$13.00
Ex-Officio Recorder Deputy KMaughan
Index To: DEED WARRANTY
Electronically Recorded by Simplifile

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:314627

FOR VALUE RECEIVED

Randy T Huskey and Wenda M Huskey, also shown of record as Randy Huskey and Wenda Huskey, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Shawn B. Buckland an unmarried person and Marla J. Rich an unmarried person

whose current address is

475 S. 1400 W. Pringree ID 83262

the grantee(s), the following described premises, in Bonneville County, Idaho, TO WIT:

Tract 1:

Lots 5 and 7 of Park Subdivision, Division No. 3 according to the official plat thereof, filed in Book P of Plats at Page(s) 46, records of Bonneville County, Idaho under recorder's Instrument No. 688949

Tract 2:

Beginning at the Southeast corner of Section 35, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; thence South 89°58' West 329.90 feet along the South boundary of Section, the same being the Boise Base line, to the boundary of U.S. Highway 26 right of way; thence North 35°51' West 1700 feet along the East Highway right of way line to the true point of beginning; thence North 54°09' East 290.4 feet; thence North 35°51' West 526.45 feet; thence South 54°09' West 290.4 feet to the Highway right of way line; thence South 35°51' East along the Highway right of way line 526.5 feet to the true point of beginning.

Tract 3:

Beginning at the Southeast corner of Section 35, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho; South 89°58' West 329.90 feet along the South boundary of said Section, the same being the Boise Base Line to the boundary of U.S. Highway No. 26 right of way; thence North 35°51' West 1550.00 feet along the East Highway right of way line to the true point of beginning; thence North 54°09' East 290.40 feet; thence North 35°51' West 150.00 feet; thence South 54°09' West 290.40 feet to the Highway right of way line; thence South 35°51' East along the Highway right of way line 150.00 feet to the true point of beginning.

Alliance Title & Escrow Corp.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: May 24, 2016

Randy T. Huskey
Randy T Huskey

Wenda M. Huskey
Wenda M Huskey

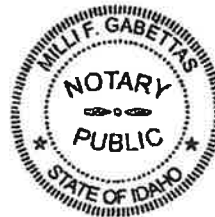
State of Idaho } ss
County of Bonneville }

On this 1st day of June, 2016, before me, Milli F Gabettas, a Notary Public in and for said state, personally appeared Randy T Huskey and Wenda M Huskey,, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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.

Milli F. Gabettas

Milli F Gabettas
Notary Public for the State of Idaho
Residing at:

Commission Expires:
Residing in Idaho Falls, Idaho
Commission expires 3-19-2022



WELL WATER SHARING AGREEMENT

This Well Water Sharing Agreement ("**Agreement**") is entered into as of the 30th day of October, 2020, by and between Shawn B. Buckland and Marla J. Rich ("**Licensor**"), and Landmark Properties LLC ("**Licensee**").

RECITALS

WHEREAS, Licensor is the owner of the property described on Exhibit A attached hereto (the "**Commercial Tract**"), and Licensee is the owner of the adjacent property described on Exhibit B attached hereto (the "**RV Park Tract**");

WHEREAS, a water well is located on the Commercial Tract, identified as Idaho Department of Water Resources Well #D0005252 (the "**Water Well**").

WHEREAS, Licensor has agreed to grant to Licensee a license to use water from the Water Well for the benefit of the RV Park Tract, subject to and in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Licensor and Licensee hereby agree as follows:

1. **License.** Licensor hereby grants to Licensee, the nonexclusive right and license to utilize water from the Water Well for the use of the RV Park Tract and improvements located thereon. Such access shall be through the pipes as existing on the Commercial Tract, as same may be relocated from time to time by Licensor (provided that the access point to the RV Park Tract shall not be changed without Licensee's consent).
2. **Use.** Licensee's right and license shall be limited to the RV Park Tract. Licensee shall not have the right to grant to any other party any rights to water from the Water Well, nor to utilize the water for any property (whether or not adjacent to the RV Park Tract) that Licensee currently owns or may acquire in the future. Licensee shall not have the right to use water from any other well now or hereafter located on the Commercial Tract. In the event that the use of the RV Park changes from its current use as an RV park, then in such event Licensee's right and license hereunder shall be limited to the amount of water that the RV Park Tract utilizes prior to such change in use. The license herein granted may not be transferred except in connection with a sale of all of the RV Park Tract. Nothing herein shall be deemed to limit Licensor's right to utilize the Water Well as Licensor deems appropriate including the right to grant additional water rights with respect to the Water Well. In the event that Licensor conveys any portion of the Commercial Tract to a third party, Licensor's obligations under this Agreement shall thereafter be limited to the portion of the Commercial Tract on which the Water Well and improvements serving the RV Park Tract are located. In the event that water leaks in the lines located on the RV Park Tract result in excess use of water, Licensor shall have the right to shut off service to the RV Park Tract until such water leaks have been repaired. Licensor shall also have the right to shut off service temporarily in case of emergency and for the purpose of conducting any required maintenance, repair or replacement of the water facilities.
3. **Release; Indemnity.** Licensee acknowledges that the grant of license hereunder is made on an "as-is" basis without representation or warranty whatsoever regarding the amount, flow rate, water pressure

WELL WATER SHARING AGREEMENT

This Well Water Sharing Agreement ("**Agreement**") is entered into as of the 30th day of October, 2020, by and between Shawn B. Buckland and Marla J. Rich ("**Licensor**"), and Landmark Properties LLC ("**Licensee**").

RECITALS

WHEREAS, Licensor is the owner of the property described on Exhibit A attached hereto (the "**Commercial Tract**"), and Licensee is the owner of the adjacent property described on Exhibit B attached hereto (the "**RV Park Tract**");

WHEREAS, a water well is located on the Commercial Tract, identified as Idaho Department of Water Resources Well #D0005252 (the "**Water Well**").

WHEREAS, Licensor has agreed to grant to Licensee a license to use water from the Water Well for the benefit of the RV Park Tract, subject to and in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Licensor and Licensee hereby agree as follows:

1. **License.** Licensor hereby grants to Licensee, the nonexclusive right and license to utilize water from the Water Well for the use of the RV Park Tract and improvements located thereon. Such access shall be through the pipes as existing on the Commercial Tract, as same may be relocated from time to time by Licensor (provided that the access point to the RV Park Tract shall not be changed without Licensee's consent).
2. **Use.** Licensee's right and license shall be limited to the RV Park Tract. Licensee shall not have the right to grant to any other party any rights to water from the Water Well, nor to utilize the water for any property (whether or not adjacent to the RV Park Tract) that Licensee currently owns or may acquire in the future. Licensee shall not have the right to use water from any other well now or hereafter located on the Commercial Tract. In the event that the use of the RV Park changes from its current use as an RV park, then in such event Licensee's right and license hereunder shall be limited to the amount of water that the RV Park Tract utilizes prior to such change in use. The license herein granted may not be transferred except in connection with a sale of all of the RV Park Tract. Nothing herein shall be deemed to limit Licensor's right to utilize the Water Well as Licensor deems appropriate including the right to grant additional water rights with respect to the Water Well. In the event that Licensor conveys any portion of the Commercial Tract to a third party, Licensor's obligations under this Agreement shall thereafter be limited to the portion of the Commercial Tract on which the Water Well and improvements serving the RV Park Tract are located. In the event that water leaks in the lines located on the RV Park Tract result in excess use of water, Licensor shall have the right to shut off service to the RV Park Tract until such water leaks have been repaired. Licensor shall also have the right to shut off service temporarily in case of emergency and for the purpose of conducting any required maintenance, repair or replacement of the water facilities.
3. **Release; Indemnity.** Licensee acknowledges that the grant of license hereunder is made on an "as-is" basis without representation or warranty whatsoever regarding the amount, flow rate, water pressure

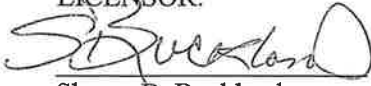
or water quality available from the Water Well. Licensee has conducted such inspections, tests and examinations as Licensee deems appropriate and has satisfied itself as to such matters. Licensee hereby releases, indemnifies and agrees to hold Licensors and Licensors' heirs, successors and assigns (collectively "**Indemnified Parties**") harmless from and against any and all actions, suits, demands, claims, or other proceedings by any party whomsoever (collectively "**Claims**") and all associated liabilities, costs, fees, damages and expenses relating to the rights granted hereunder, except for any Claims arising solely from the gross negligence or willful misconduct of the Indemnified Parties seeking relief under this Section 3.

4. **Cost Sharing.** Licensee shall pay 50% of the cost of maintenance, repair and replacement of the Water Well including pumps, water lines and other improvements related to transport of water to the RV Park Tract, and shall be responsible for 100% of the cost of maintenance, repair and replacement of water lines and related improvements located solely on the RV Park Tract.
5. **Term; Termination.** This Agreement shall extend perpetually unless terminated by an agreement signed by both parties. Notwithstanding the foregoing, this Agreement shall automatically terminate if Licensee installs a water well serving the RV Park Tract, or if public water service becomes available to the RV Park Tract in the future and Licensee elects to tie into such public water service. In the event public water service ever becomes available to the Commercial Tract and Licensors elects to tie into such public water service, Licensors shall have no obligation to maintain the Water Well, but Licensee shall continue to have the right to use water from the Water Well at Licensee's sole expense if Licensee has not elected to tie into the public water service.
6. **General Provisions.** This Agreement can be modified only by a writing signed by the party against whom enforcement of such modification is sought. This Agreement will be binding upon and inure to the benefit of the parties hereto, and their successors in title to the Commercial Tract and the RV Park Tract. In the event any dispute between the parties to this Agreement should result in litigation or any other proceeding (including arbitration and mediation), the prevailing party will be reimbursed by the non-prevailing party for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such litigation or other proceeding and any appeal or enforcement thereof. Nothing in this Agreement is intended or will be construed to confer upon or give to any party other than the parties hereto any rights or remedies under or by reason of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed and original.
7. **GOVERNING LAW. THIS AGREEMENT IS TO BE CONSTRUED IN ACCORDANCE WITH, ENFORCED UNDER, AND GOVERNED BY THE LAWS OF THE STATE OF IDAHO, WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES OF SUCH LAWS.**

[Signatures on the Following Page]

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

LICENSOR:


Shawn B. Buckland

Marla J. Rich

LICENSEE

LANDMARK PROPERTIES LLC

By:


Mark Freeman

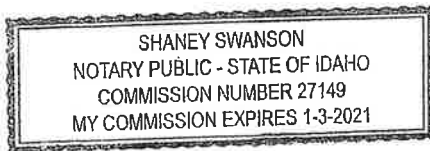
Title: managing member

STATE OF Idaho)

SS.

COUNTY OF Bonneville)

On this 30 day of October, 2020, before me, a Notary Public in and for said State, personally appeared **Shawn B. Buckland and Marla J. Rich**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.



Shaney Swanson

Notary Public of Idaho

Residing at: 2100 Falls

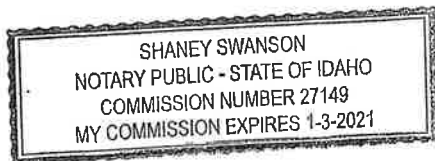
Commission Expires: 1-3-21

STATE OF Idaho)

SS.

COUNTY OF Bonneville)

On this 30 day of October, 2020, before me, a Notary Public in and for said State, personally appeared **Mark E. Freeman**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Landmark Properties LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that he executed the same in said Limited Liability Company's name.



Shaney Swanson

Notary Public of Idaho

Residing at: 2100 Falls

Commission Expires: 1-3-21

EXHIBIT A
(Commercial Tract)

A Parcel of Land being part of Lot 5 of Park Subdivision No. 3 and a un platted portion of the Southeast quarter of Section 35, Township 1 North, Range 44 East, Boise Meridian, City of Irwin, Bonneville County, Idaho, more particularly described as follows;

Commencing at the Southeast corner of said Section 35, thence S89°53'59"W 337.26 feet along the South line of said Section 35 to a point at the Northeastly Right-of-Way of Highway 26, thence along said Right-of-Way the following two (2) courses; (1) N35°51'00"W 1549.93 feet, (2) N35°58'08"W 150.00 feet to the True Point of Beginning, thence continuing along said Right-of-Way N35°58'08"W 311.06 feet, thence leaving said Right-of-Way N54°01'27"E 132.59 feet, thence S32°56'21"E 120.65 feet, thence N55°29'59"E 193.16 feet, thence S87°30'54"E 38.52 feet, thence S38°36'26"E 49.37 feet to the boundary of said Park Subdivision No. 3. thence along said boundary the following two (2) courses; (1) S54°06'56"W 61.74 feet, (2) S36°05'47"E 112.35 feet, thence leaving said boundary S54°00'32"W 290.25 feet to the True Point of Beginning.

Parcel Contains 1.712 Acres.

Parcel is subject to any easements as they exist.

EXHIBIT B
(RV Park Tract)

A Parcel of Land being part of Lots 5 and 7 of Park Subdivision No. 3 and a un platted portion of the Southeast quarter of Section 35, Township 1 North, Range 44 East, Boise Meridian, City of Irwin, Bonneville County, Idaho, more particularly described as follows;

Commencing at the Southeast corner of said Section 35, thence S89°53'59"W 337.26 feet along the South line of said Section 35 to a point at the Northeasterly Right-of-Way of Highway 26, thence along said Right-of-Way the following two (2) courses; (1) N35°51'00"W 1549.93 feet, (2) N35°58'08"W 461.06 feet to the True Point of Beginning, thence continuing along said Right-of-Way N35°58'08"W 215.39 feet, thence leaving said Right-of-Way N54°00'32"E 291.33 feet to the boundary of said Park Subdivision No. 3. thence along said boundary the following three (3) courses; (1) N35°47'05"W 4.68 feet, (2) N56°05'57"E 22.02 feet, (3) S88°32'26"E 142.89 feet, thence leaving said boundary S34°19'03"E 350.14 feet to same said boundary of said Park Subdivision No. 3, thence along said boundary the following two (2) courses; (1) S89°49'15"W 31.99 feet, (2) S54°06'56"W 39.04 feet, thence leaving said boundary N38°36'26"W 49.37 feet, thence N87°30'54"W 38.52 feet, thence S55°29'59"W 193.16 feet, thence N32°56'21"W 120.65 feet, thence S54°01'27"W 132.59 feet to the True Point of Beginning.

Parcel Contains 2.963 Acres.

Parcel is subject to any easements as they exist.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442

Instrument # 1670428
Bonneville County, Idaho Falls, Idaho
01/12/2021 03:33:23 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - IDAHO FALLS
Penny Manning Fee: \$15.00
Ex-Officio Recorder Deputy Dwoolf
Index to: DEED, WARRANTY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

Date: **January 07, 2021**

File No.: **945298-RI (ss)**

For Value Received, **Randy Huskey and Wenda Huskey, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Mark E. Freeman, an unmarried man and James D. Freeman, a married man as his sole and separate property**, hereinafter called the Grantee, whose current address is **6165 S. View Ave., Idaho Falls, ID 83404**, the following described premises, situated in **Bonneville County, Idaho**, to-wit:

**LOT 3, PARK SUBDIVISION NO. 3, CITY OF IRWIN, BONNEVILLE COUNTY, IDAHO,
ACCORDING TO THE PLAT RECORDED AS INSTRUMENT NO. 688949**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442

E-RECORDED

simpitile

ID: 1670428
County: Bonneville
Date: 1.12.21 Time: 3:33

Space Above This Line for Recorder's Use Only

File No.: **945298-RI (ss)**

WARRANTY DEED

Date: **January 07, 2021**

For Value Received, **Randy Huskey and Wenda Huskey, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Mark E. Freeman, an unmarried man and James D. Freeman, a married man as his sole and separate property**, hereinafter called the Grantee, whose current address is **6165 S. View Ave., Idaho Falls, ID 83404**, the following described premises, situated in **Bonneville County, Idaho**, to-wit:

**LOT 3, PARK SUBDIVISION NO. 3, CITY OF IRWIN, BONNEVILLE COUNTY, IDAHO,
ACCORDING TO THE PLAT RECORDED AS INSTRUMENT NO. 688949**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 01/07/2021

Warranty Deed
- continued

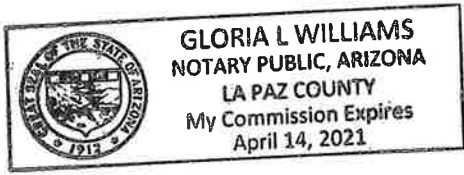
File No.: 945298-RI (ss)

Randy Huskey
Randy Huskey

Wenda Huskey
Wenda Huskey

STATE OF ARIZONA)
COUNTY OF LA PAZ) ss.

On this 7th day of January, 2021, before me, a Notary Public in and for said State, personally appeared **Randy Huskey and Wenda Huskey**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Gloria L. Williams
Notary Public for the State of ARIZONA
Residing at: 46251 Hwy 60 #344 SALOME, AZ
My Commission Expires: APRIL 14, 2021 85348

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442

Instrument # 1670386
Bonneville County, Idaho Falls, Idaho
01/12/2021 10:56:01 AM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - IDAHO FALLS
Penny Manning Fee: \$15.00
Ex-Officio Recorder Deputy Rupchurch
Index to: DEED, WARRANTY

LOT 1

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **949018-RI (ss)**

Date: **January 07, 2021**

For Value Received, **Randy T Huskey and Wenda M Huskey, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Swan Valley Rv Park LLC, an Idaho limited liability company**, hereinafter called the Grantee, whose current address is **6165 S View Ave, Idaho Falls, ID 83404**, the following described premises, situated in **Bonneville County, Idaho**, to-wit:

LOT 1, PARK SUBDIVISION, DIVISION NO. 3, TO THE CITY OF IRWIN, BONNEVILLE COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT RECORDED THEREOF

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442

E-RECORDED

simplifile

ID: 1670386
County: Bonneville
Date: 1.12.21 Time: 10:56

Space Above This Line for Recorder's Use Only

File No.: **949018-RI (ss)**

WARRANTY DEED

Date: **January 07, 2021**

For Value Received, **Randy T Huskey and Wenda M Huskey, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Swan Valley Rv Park LLC, an Idaho limited liability company**, hereinafter called the Grantee, whose current address is **6165 S View Ave, Idaho Falls, ID 83404**, the following described premises, situated in **Bonneville County, Idaho**, to-wit:

LOT 1, PARK SUBDIVISION, DIVISION NO. 3, TO THE CITY OF IRWIN, BONNEVILLE COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT RECORDED THEREOF

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

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Date: 01/07/2021

Warranty Deed
- continued

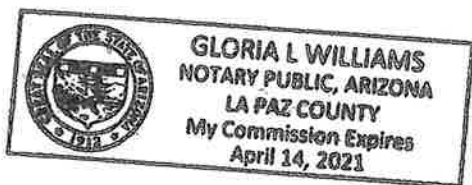
File No.: 949018-RI ()

Randy T. Huskey
Randy T Huskey

Wenda M. Huskey
Wenda M Huskey

STATE OF ARIZONA)
COUNTY OF LA PAZ) ss.

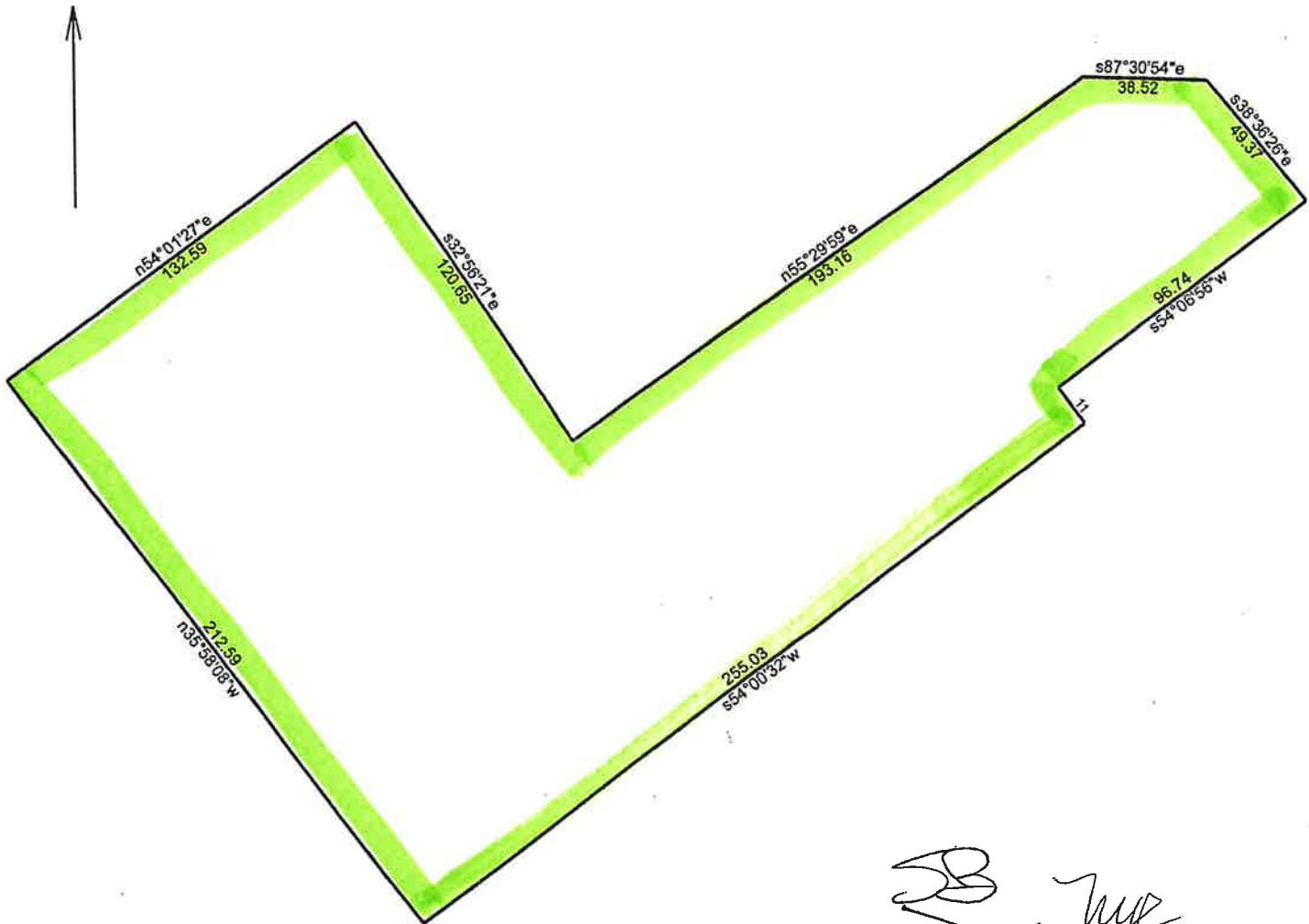
On this 7th day of January, 2021, before me, a Notary Public in and for said State, personally appeared Randy T Huskey and Wenda M Huskey, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Gloria L. Williams
Notary Public for the State of ARIZONA
Residing at: 46751 Hwy 60 #344 SALOME, AZ
My Commission Expires: APRIL 14, 2021 85348

1684469

960885



SB Twp

USA

3/2/2021

Scale: 1 inch = 52 feet

File: 960885.ndp

Tract 1: 1.0450 Acres (45519 Sq. Feet), Closure: s82.4020w 0.01 ft. (1/110901), Perimeter=1113 ft.

- 01 /s89.5359w 337.26
- 02 /n35.5100w 1549.93
- 03 /n35.5808w 248.47
- 04 n35.5808w 212.59
- 05 n54.0127e 132.59
- 06 s32.5621e 120.65
- 07 n55.2959e 193.16
- 08 s87.3054e 38.52
- 09 s38.3626e 49.37

- 10 s54.0656w 96.74
- 11 s36.0547e 13.95
- 12 s54.0032w 255.03



First American Title

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

RECORD OF SURVEY
BOUNDARY LINE ADJUSTMENT
Shown B. Buckland and Mario J. Rich
Southeast 1/4 of Section 35, T1N, R44E, B.M.
City of Irwin, County of Bonneville, State of Idaho

- Legend
- Section Corner (As Noted)
 - BLM Brass Corner (As Noted)
 - Set 1/2" Copied Rebar PLS 14750
 - Found 1/2" Rebar (As Noted)
 - Found Aluminum Cop (As Labeled)
 - Section Line
 - Boundary Line
 - Existing Lot Line Park Subdivision, Division No. 3
 - Proposed Easement
 - Existing Edge of Gravel
 - Existing Fence
 - POB Point of Beginning Boundary Description/Easement



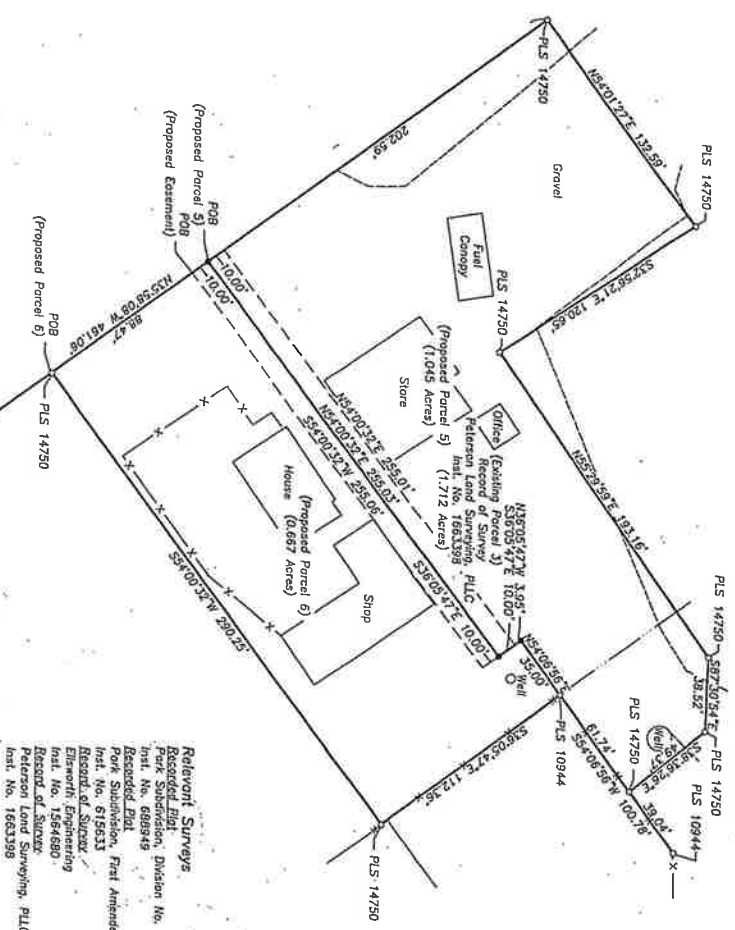
Boundary Descriptions (Proposed)

(Proposed Parcel 3)
A Parcel of land being part of Lot 5 of Park Subdivision No. 3 and a portion of the Southeast 1/4 of Section 35, Township 1 North, Range 44 East, Boise Meridian, City of Irwin, Bonneville County, Idaho, more particularly described as follows:
Commencing at the Southeast corner of said Section 35, thence S89°53'59"W 337.26 feet along the South line of said Section 35 to a point at the Northeast right-of-way of Highway 26, thence along said Right-of-Way the following: (1) N35°51'00"W 1549.83 feet, (2) N35°58'08"W 246.47 feet to the True Point of Beginning, thence along said Right-of-Way N35°58'08"W 212.58 feet, thence leaving said Right-of-Way N4°01'27"E 132.59 feet, thence S32°56'21"E 120.65 feet, thence N55°29'39"E 193.16 feet, thence S89°53'59"E 38.23 feet, thence S35°36'26"E 49.27 feet, thence S54°06'56"W 96.74 feet, thence S37°03'47"E 13.85 feet, thence S54°00'32"W 255.03 feet to the True Point of Beginning.
Parcel Contains 1.045 Acres.
Parcel is subject to any easements as they exist.

(Proposed Parcel 6)
A Parcel of land being part of the Southeast quarter of Section 35, Township 1 North, Range 44 East, Boise Meridian, City of Irwin, Bonneville County, Idaho, more particularly described as follows:
Commencing at the Southeast corner of said Section 35, thence S89°53'59"W 337.26 feet along the South line of said Section 35 to a point at the Northeast right-of-way of Highway 26, thence along said Right-of-Way the following: (1) N35°51'00"W 1549.83 feet, (2) N35°58'08"W 150.00 feet to the True Point of Beginning, thence continuing N4°00'32"E 255.03 feet, thence N35°05'47"W 13.05 feet, thence N6°05'26"E 35.00 feet to the boundary of Park Subdivision No. 3, thence along said boundary S35°05'47"E 112.26 feet, thence leaving said boundary S54°00'32"W 250.25 feet to the True Point of Beginning.
Parcel Contains 0.667 Acres.
Parcel is subject to any easements as they exist.

Survey Summary

Hold found monuments coinciding with Elsworth's record of survey, hold found monuments from existing subdivision to the north of subject parcel to extend right-of-way.
Park Subdivision, Division No. 3
Hold original found monuments.
Proposed Parcel Boundaries
Hold deeded dimensions for overall Parcel Boundary.
The interior Parcel boundary was set per clients direction filing existing features.



Notes
(Basis of Bearing) Section Line, Record of Survey by Elsworth Engineering, Inc., No. 1564680.
There may be existing easements not shown.

Existing Boundary Descriptions
Shown B. Buckland and Mario J. Rich
Record of Survey by Elsworth Engineering, Inc., No. 1564680.
Peterson Land Surveying, PLLC
Inst. No. 1663398

Surveyors Certificate
I, Frank W. Peterson, a Registered Professional Land Surveyor in the State of Idaho, hereby certify that the tract of land shown herein was surveyed under my supervision, and is stated by law as shown.
Dated: 22, 2020
Frank W. Peterson License No. 141750



Heardner Corner Sec. 35
Found BLM Brass Cop
C.P.&F. Inst. No. 1658039 PLS 14750
C.P.&F. Inst. No. 984805 PLS 8795
Unmarked
Record of Survey by Elsworth Engineering, Inc., No. 1564680
Southeast Corner Sec. 35
Found 3/4" Iron Rod
C.P.&F. Inst. No. 1658040 PLS 14750

PETERSON

LAND SURVEYING, PLLC

Idaho Falls, Idaho (208) 313-5033

AD No.

108-114

DATE

10/20/20

SHEET

1 of 1

RECORD OF SURVEY

Shown B. Buckland and Mario J. Rich

Section 35, T. 1N., R. 44E., B.M.



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

February 18, 2022

LANDMARK PROPERTIES LLC
1855 MADISON AVE
IDAHO FALLS ID 83404-1212

Re: Change in Water Right Ownership: 23-55 B (Split into 23-55 B and 23-11517), 23-7122

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.

Please note after a review of the field exams the department determined you are entitled to a portion of 23-55B and all of 23-7122, but no portion of 23-7123. The department has updated its records to reflect your ownership in the water right appurtenant to your property. Because the department did not update 23-7123 you are entitled to a partial refund of \$100.00. The refund has been initiated and will arrive from the state office in a couple of weeks.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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: RANDY T HUSKEY
WATER DISTRICT 01

Barg, Jonie

From: Barg, Jonie
Sent: Friday, February 18, 2022 2:45 PM
To: IdwrPayable
Subject: Refund Request
Attachments: Receipt.PDF

Good afternoon!

I have a refund request as follows:

Receipt number: E047462
Amount: \$100.00
Payable to: Landmark Properties LLC
1855 Madison Ave
Idaho Falls ID 83404

Reason: Ownership Change filed for 3 water rights. Two were complete after reviewing the backfile. Therefore, the applicant is entitled to a partial refund of \$100.00.

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