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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 85533

OCT 13 2021

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFERDepartment of Water Resources
Eastern Region

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) Papa Steve LLCCheck whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a [Part 2A](#) report describing each water right in the transfer as currently recorded.
- ☐ ☒ Complete and attach an Application for Transfer [Part 2B](#) for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. ([Fee schedule](#) is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☒ ☐ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☐ ☒ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).**
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☒ ☐ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at idwr.idaho.gov/water-rights/transfers/resources.html.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System ([GIS](#)) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see [fee schedule](#).
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. ([Attachment WSB](#))
- ☒ ☐ #10 Other. Please describe: Well Driller's Report

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Papa Steve LLC Phone _____
Mailing address 2546 County Road 308, Durango, CO 81303 Email hpr@ekiva.net

- ☒ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Robert L. Harris Phone 208-523-0620
Mailing address PO Box 50130, Idaho Falls, ID Email rharris@holdenlegal.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Robert L. Harris
Signature of Applicant or Authorized Representative

Robert L. Harris, Attorney
Print Name and Title if applicable

October 4, 2021
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion
☐ Change nature of use
 ☐ Add diversion point(s)
☐ Change period of use
 ☒ Change place of use
☐ Other _____
- Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.
WR 22-11174 was incorrectly decreed to the NESW of Sec. 12, T06N, R45E. The owner of WR 22-11174 has never owned this parcel. The correct parcel should have been the NESE. This transfer corrects the legal description of WR 22-11174. It also specifies the location of a 2001 replacement well for this WR after a parcel split.

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

AMENDED

APPLICATION FOR TRANSFER OF WATER RIGHT

Department of Water Resources
Eastern Region

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	22-11174	0.04 cfs	Domestic	1/1 to 12/31	Ground water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights .04 cfs and/or _____ acre-feet.2. Total amount of water proposed to be transferred or changed .04 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
N			NE	SE	12	6N	45E	Teton	Ground water	D0021014

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
6N	45E	12													D				
Total Acres (for irrigation use)																			n/a

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	22-11174	0.04 cfs	Domestic	1/1 to 12/31	Ground water
☐ ☐				to	
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☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

SUPERCEDED

Total authorized under rights .04 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed .04 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
N			NE	SE	14	6N	45E	Teton	Ground water	D0021014

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
6N	45E	12													D				
Total Acres (for irrigation use)																			n/a

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Well and pump into water lines. System is configured to accommodate a measuring device and lockable controlling works.

- b. Who owns the property at the point(s) of diversion? Applicant.

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien:

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete [Attachment WSB](#).

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

n/a

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

None. For your information, the neighboring parcel was split off to the Eich family after a partition action. The Eich parcel's domestic water right is WR 22-11181.

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- | | | |
|--------------------------|-------------------------------------|---|
| ☐ | ☒ | undergone a period of five or more consecutive years of non-use, |
| ☐ | ☒ | currently leased to the Water Supply Bank, |
| ☐ | ☒ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe:

Attachment No. 1
Documentation Identifying
Officers Authorized to Sign



California Secretary of State
Electronic Filing

FILED
Secretary of State
State of California

LLC Registration – Articles of Organization

Entity Name: Papa Steve LLC

Entity (File) Number: 202105610380

File Date: 02/22/2021

Entity Type: Domestic LLC

Jurisdiction: California

Detailed Filing Information

1. Entity Name: Papa Steve LLC
2. Business Addresses:
 - a. Initial Street Address of Designated Office in California: 812 S. Sierra Avenue
Solana Beach, California 92075
United States
 - b. Initial Mailing Address: 2546 County Road 308
Durango, Colorado 81303
United States
3. Agent for Service of Process: Jed L. Weinberg
400 S. Sierra Avenue, Suite 101
Solana Beach California 92075
United States
4. Management Structure: One Manager
5. Purpose Statement: The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer:

Jed L. Weinberg

Operating Agreement
Papa Steve LLC
a California Limited Liability Company

This Operating Agreement ("Agreement") is entered into as of February 22, 2021 by and between Jamie D. Smock, an individual, and Trenton T. Lunceford, an individual (collectively "Members") as the initial Members of Papa Steve LLC, a California limited liability company ("LLC").

RECITALS

A. The Articles of Organization for the LLC were filed with the California Secretary of State on February 22, 2021.

B. The Members desire to adopt and approve an operating agreement for the LLC under the California Revised Uniform Limited Liability Company Act, as amended from time to time (the "Act").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Members, by this Agreement, set forth the operating agreement for the LLC on the terms and subject to the conditions of this Agreement.

TERMS

Article 1
ORGANIZATIONAL MATTERS

1.1. **Name.** The name of the LLC shall be "Papa Steve LLC". The LLC may conduct business under that name or any other name approved by the Members.

1.2. **Term.** The LLC's term commenced as of the date of the filing of the Articles and shall continue until terminated by the provisions of this Agreement, the consent of the Members, or as provided by law.

1.3. **Office; Agent.** The LLC shall continuously maintain an office and registered agent in California, as required by the Act. The LLC's principal office shall be determined by the Members.

1.4. **LLC's Business; Purpose.** The purpose of the LLC shall be to engage in any lawful business activity permitted by the Act or the laws of any jurisdiction in which the LLC may do business, as determined by the Members. The specific limited purpose of the LLC is to own, lease, manage and sell real property investments.

Article 2
MEMBERSHIP INTEREST

2.1. **Membership Interest.** The Members' Membership Interests are as set forth on **EXHIBIT "A"** attached hereto.

2.2. Additional Capital Contributions. The Members shall not be required to contribute any additional capital to the LLC. The Members will have no obligation to restore any negative or deficit balance in their capital accounts, including any negative or deficit balance in their capital accounts upon liquidation and dissolution of the LLC. Any additional funds required by the LLC to meet its cash requirements shall, to the extent possible, be provided by LLC borrowings from third parties, upon such terms and conditions as determined appropriate by the Members; provided, however, that in lieu of causing the LLC to borrow from third parties, the Members may, from time to time, make additional capital contributions to the LLC or the LLC may borrow from the Members.

2.3. Capital Accounts. The LLC shall establish a capital account ("Capital Account") for each Member. The LLC shall determine and maintain the Capital Account in accordance with Treasury Regulations § 1.704-1(b)(2)(iv). On a valid transfer of a Membership Interest in the LLC, such Member's Capital Account shall carry over to the new owner.

Article 3 MEMBERS

3.1. Powers and Duties of the Members. The Members shall have the sole authority to decide all matters pertaining to the LLC, except those matters to be handled by the Manager pursuant to Article 4 below.

3.2. Separateness/Operations Matters. The LLC shall: (i) maintain books, records and an LLC bank account separate from those of any other Person (as defined in Section 11.4 below); (ii) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets; (iii) observe all customary organizational and operational formalities; (iv) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity; (v) prepare separate tax returns (if required) and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group; (vi) transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements; (vii) conduct business in its own name, and use separate stationery, invoices and checks; (viii) not commingle its assets or funds with those of any other Person; (ix) not assume, guarantee or pay the debts or obligations of any other Person; and (x) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates.

3.3. Liability of the Members. Except as otherwise expressly provided in the Act, the debts, obligations and liabilities of the LLC, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the LLC, and the Members shall not be obligated personally for any such debt, obligation or liability of the LLC solely by reason of being a Member. Except as otherwise expressly provided in the Act, the Members' liability shall be limited to the amount of capital contributions, if any, required to be made by the Members under this Agreement, but only when and to the extent they are due under this Agreement.

3.4. Admission of Additional Members. The Members, upon unanimous consent, may admit additional members to the LLC. Any additional members shall obtain Membership Interests and will participate in the LLC's management, net profits, net losses, and distributions on such terms determined by the Members.

3.5. Withdrawals; Resignations. Except as expressly provided in this Agreement, no Member may withdraw, retire or resign from the LLC without approval of the other Member.

3.6. Meetings. No meetings of the Members are required unless required by the Act.

Article 4 MANAGEMENT AND CONTROL OF THE LLC

4.1. Title to LLC Property. All property owned by the LLC shall be owned by the LLC as an entity and, insofar as permitted by applicable law, the Members shall not have any ownership interest in any LLC property in their individual name or right, and a Member's Membership Interest shall be personal property for all purposes.

4.2. Management of the LLC by the Manager. The LLC's business, property and affairs shall be managed exclusively by Richard T. Lunceford (the "Manager"). Except for situations in which the Members' approval is expressly required by the Articles of Organization or this Agreement, the Manager shall have the authority delegated to the Manager in this Agreement to manage and control the LLC's business, property and affairs, to make all decisions regarding those matters, to execute all documents on behalf of the LLC, and to perform any and all other acts or activities customary or incident to the management of the LLC's business, property and affairs. Subject to Section 4.3.2 below, the Manager, acting alone, is authorized to endorse checks, drafts and other evidences of debt made payable to the LLC's order, but only for the LLC's benefit, and to pay all invoices, debts and payables of the LLC, and take all actions on its behalf necessary to manage its affairs, as determined by the Manager. The Manager shall be authorized to sign contracts and incur obligations on the LLC's behalf without the prior written approval of the Members.

4.3. Powers of the Manager.

4.3.1 Powers. Except as otherwise prohibited by this Agreement or the Act, the Manager shall have all necessary powers to manage and carry out the LLC's purposes, business, property, and affairs, including the power to exercise, on behalf and in the name of the LLC, all the powers described in the Act including, without limitation, the following: (a) to enter into and perform all agreements or contracts and take all actions relating to the LLC and/or its business; (b) to borrow money on behalf of the LLC and execute and deliver any loan documents and/or security instruments necessary to evidence or perfect a lien on all or part of the LLC assets; (c) to manage, improve, alter, invest and further develop the LLC's assets and business and sell, encumber or convey all or part of the LLC's assets and business for consideration on terms and conditions which have been approved, in writing, by the Members; (d) to pay from LLC assets all expenses of organizing and conducting the LLC's business, including legal and accounting fees; (e) to execute all other instruments and take all other actions necessary or desirable to carry out the LLC's purposes and business; (f) to employ, retain or otherwise secure the services of Persons or firms deemed necessary by the Manager for the LLC's business on terms the Manager deems advisable; or (g) to take all other action permitted by law and customary in or reasonably related to the conduct of the LLC's business.

4.3.2 Limitations on Powers. The Manager shall not have authority hereunder to cause the LLC to engage in the following transactions without first obtaining the written consent of the Members: (a) an alteration of the LLC's primary purpose as set forth in Section 1.4 above; (b) any act making it impossible to carry on the LLC's ordinary business; (c) the confession of a judgment against the LLC; (d) any other transaction described in this Agreement or in the Act requiring the Members' vote, consent, or approval; (e) to sell, exchange or otherwise dispose of all or substantially all the LLC's assets occurring as part of a single

transaction or plan, or in multiple transactions, except in the orderly liquidation and winding up of the LLC's business on its duly authorized dissolution; (f) to merge with another limited liability company or limited partnership, provided in no event shall the Members be required to become a general partner in a merger with a limited partnership without the Members' express written consent or unless the merger agreement provides each member with the dissenter's rights described in the Act; (g) to merge with a corporation or a general partnership or other Person; or (h) to enter into transactions between the LLC and the Manager or one or more of the Manager's affiliates, or transactions in which the Manager, or one or more of the Manager's affiliates, has a material financial interest including, without limitation, the lending of money by the LLC to any manager, member, or officer.

4.4. Election of the Manager.

4.4.1 Number, Term and Qualifications. The LLC shall have one (1) manager. Unless the Manager resigns or is removed, the Manager shall hold office until a successor shall have been elected and qualified. A manager need not be a member, an individual, a resident of California, or a U.S. citizen.

4.4.2 Resignation. The Manager may resign at any time by giving written notice to the Members without prejudice to the rights, if any, of the LLC under any contract to which the Manager is a party. The resignation of the Manager shall take effect on receipt of that notice or at such later time as shall be specified in the notice; and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective. The resignation of a manager who is also a member shall not affect the Manager's rights as a member and shall not constitute a withdrawal as a member.

4.4.3 Removal. The Manager may be removed at any time, with or without cause, by the Members.

4.4.4 Vacancies. Any managerial vacancy occurring for any reason may be filled by the Members.

4.5. Member Has No Managerial Authority. The Members shall have no power to participate in the LLC's management except as expressly authorized by this Agreement or the Articles of Organization, as amended, and except as expressly required by the Act.

4.6. Performance of Duties; the Manager's Liability. The Manager shall not be liable to the LLC or the Members for any loss or damage sustained by the LLC or the Members, unless it shall have been the result of fraud, deceit, gross negligence, reckless or intentional misconduct, or a knowing violation of law by the Manager. The Manager shall perform his managerial duties in good faith, in a manner he reasonably believes to be in the LLC's and the Members' best interests, and with such care, including reasonable inquiry, as an ordinarily prudent Person in a like position would use under similar circumstances. A manager who so performs the duties of the manager shall not have any liability by reason of being or having been a manager of the LLC. In performing his duties, the Manager shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, of the following Persons or groups unless he has knowledge concerning the matter in question that would cause such reliance to be unwarranted, and provided that the Manager acts in good faith and after reasonable inquiry when the need therefor is indicated by the circumstances:

4.6.1 One or more officers, employees or other agents of the LLC whom the Manager reasonably believes to be reliable and competent in the matters presented; or

4.6.2 Any attorney, independent accountant, or other Person as to matters which the Manager reasonably believes to be within such Person's professional or expert competence.

4.7. Devotion of Time. The Manager is not obligated to devote all of his time or business efforts to the LLC's affairs. The Manager shall devote whatever time, effort, and skill as he deems appropriate for the LLC's operation. Notwithstanding the foregoing, the Manager shall devote sufficient time and effort in order to attend to the operational and business needs of the LLC and its purpose in a commercially reasonable fashion.

4.8. Competing Activities. The Manager may not engage or invest in, independently or with others, any business activity of any type or description that might be the same as or similar to the LLC's business and that might be in direct or indirect competition with it.

4.9. Transactions Between LLC and the Manager. Notwithstanding any possible conflict of interest, the Manager may cause his affiliates to engage in any transaction (including the rendering of any service, or the establishment of any salary, compensation, or other terms of employment) with the LLC so long as such transaction is not expressly prohibited by this Agreement and so long as such transaction, on an overall basis, is fair and reasonable to the LLC and at least as favorable to it as those generally available from Persons capable of similarly performing them and in similar transactions between parties operating at arm's-length, and provided that the Members consent, in writing, to approve the transaction. A transaction between the Manager and/or his affiliates, on the one hand, and the LLC shall be conclusively determined to constitute a transaction on terms and conditions, on an overall basis, fair and reasonable to the LLC and at least as favorable to the LLC as those generally available in a similar transaction between parties operating at arm's-length if the Members consent, in writing, to approve the transaction.

4.10. Payments to the Manager. Except as specified in this Agreement, neither the Manager nor any affiliate of the Manager is entitled to remuneration for services rendered or goods provided to the LLC.

4.11. Expenses. The LLC shall reimburse the Manager and his affiliates for the actual cost of goods and materials used for or by the LLC. The LLC shall also pay or reimburse the Manager or his affiliates for organizational expenses (including legal and accounting fees and costs) incurred to form the LLC and prepare the Articles of Organization and this Agreement. Except as otherwise provided herein, the Manager and his affiliates shall not be reimbursed by the LLC for the following expenses: (i) salaries, compensation or fringe benefits of employees of the Manager or his affiliates; (ii) overhead expenses of the Manager or his affiliates, including rent and general office expenses; and (iii) the cost of providing any service or goods for which the Manager or his affiliates are not entitled to compensation under this Agreement.

4.12. Acts of the Manager as Conclusive Evidence of Authority. Any note, mortgage, evidence of debt, contract, certificate, statement, conveyance, or other written instrument, and any assignment or endorsement thereof, executed or entered into between the LLC and any other Person, when signed by the Manager is not invalidated as to the LLC by any

lack of authority of the signing manager in the absence of actual knowledge on the part of the other Person that the signing manager had no authority to execute the same.

Article 5

ALLOCATIONS OF NET PROFITS AND NET LOSSES AND DISTRIBUTIONS

5.1. Distributions. After providing for the satisfaction of all the current debts and obligations of the LLC and after any required payments on any loan or other financing, the LLC shall, as soon as reasonably practical, make distributions (at times determined by the Manager) and annual adjusting distributions of the LLC's net cash flow available for distribution, including distributions of net cash flow from operations or sale, and net proceeds available on dissolution and winding up of the LLC (such net cash flow and net proceeds on dissolution and winding up of the LLC being herein sometimes referred to as the "**Distributable Cash**") in each case after establishment of appropriate and reasonable reserves, to the Members. The Manager shall distribute the Distributable Cash of the LLC to the Members, pro-rata- in accordance with their respective Membership Interest.

5.2. Allocations of Net Profit and Net Loss. Net loss and net profit shall be allocated to the Members in proportion to their Membership Interests.

Article 6

TRANSFER AND ASSIGNMENT OF INTERESTS

6.1. Transfer and Assignment of Interests. No Member shall be entitled to transfer, assign, convey, sell, encumber, or in any way alienate all or any part of the Member's Membership Interest (collectively, "**transfer**"), except with the prior written approval of the other Member, which approval may be given or withheld in the other Member's sole discretion.

6.2. Substitution of Members. A transferee of a Membership Interest shall have the right to become a substitute Member only if: (a) consent of the Members is given under Section 6.1 above, and (b) such person executes an instrument satisfactory to the non-transferring Member accepting and adopting this Agreement and pays any reasonable expenses in connection with admission as a new Member. The admission of a substitute Member shall not release the assignor Member from any liability that such Member may have to the LLC or to the other Member.

6.3. Transfer in Violation of Agreement; Partial Transfers. Upon a transfer in violation of this Article 6, the transferee shall have no right to exercise any rights of a Member and shall only be entitled to receive the share of the LLC's Net Profits, Net Losses, and distributions of its assets to which the transferor would otherwise be entitled. Notwithstanding the foregoing, if, in the non-transferring Member's determination, a transfer in violation of this Article 6 would cause the LLC's termination under the Internal Revenue Code, the transfer shall be null and void.

Article 7

ACCOUNTING, RECORDS, REPORTING BY THE MEMBERS

7.1. Books and Records. The LLC's books and records shall be kept in accordance with the accounting methods followed for federal income tax purposes. The LLC shall maintain at its principal office in California all the following: (i) a current and past list of the full name and last known mailing address of each Member set forth in alphabetical order; (ii) a copy of the

Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles of Organization or any amendments thereto have been executed; (iii) copies of the LLC's federal, state, and local income tax returns and financial statements or information returns and reports, if any, for the three (3) most recent taxable years, or if those returns or statements were not prepared for any reason, copies of the information or statements provided to or which should have been provided to the Members to enable them to prepare their federal, state and local tax returns for the period; and (iv) a copy of this Agreement and all amendments thereto and copies of any written operating agreements no longer in effect.

7.2. Reports. The LLC shall file, in accordance with the Act, all reports and documents required to be filed with any governmental agency and shall cause to be prepared, at least annually, information concerning its operations necessary for completion of a Member's federal and state income tax returns. The LLC shall send or cause to be sent to the Members, within ninety (90) days after the end of each taxable year: (i) such information necessary to complete a Member's federal and state income tax or information returns; and (ii) a copy of the LLC's federal, state, and local income tax or information returns for the year.

7.3. Bank Accounts. The LLC's funds shall be maintained in one or more separate bank accounts in the LLC's name, and such funds shall not be commingled in any fashion with the funds of any other Person. All checks, drafts and other instruments obligating the LLC to pay money shall be signed by the Manager; provided, however, if the Manager is not available to sign, both Members shall sign.

7.4. Tax Treatment of LLC. The Members have formed the LLC as a California limited liability company under the Act, and do not intend to form a corporation or a general or limited partnership under California or any other state law. The Members intend for the LLC to be treated as a disregarded entity for federal income tax purposes. The Members agree to act consistently with the foregoing provisions of this Section 7.4 for all purposes including, without limitation, for purposes of reporting the transactions contemplated herein to the Internal Revenue Service and all state and local taxing authorities.

7.5. LLC Tax Matters. Richard T. Lunceford is designated and shall act as the Partnership Representative as provided in Code Section 6223(a), as amended by the Bipartisan Budget Act of 2015 (the "BBA") to represent the LLC (at its expense) in connection with all examination of its affairs by tax authorities and to expend LLC funds for professional services and costs associated therewith. The Partnership Representative may be removed and replaced at any time by the Members. All decisions regarding elections under IRC Section 6221(b), as amended by the BBA, shall be made by the Partnership Representative. The Members agree that such Members shall not treat any LLC item inconsistently on such Members' federal, state, foreign, or other income tax return with the treatment of the item on the LLC's return. If the LLC becomes liable for any taxes, interest or penalties under Code Section 6225, as amended by the BBA (following a final determination of such liability by the relevant governmental authority, or as determined by the Manager), each person that was a Member of the LLC for the taxable year to which such liability relates shall indemnify and hold harmless the LLC for such person's allocable share of the amount of such tax liability, including any interest and penalties associated therewith, as reasonably determined by the Manager. The LLC shall have a right of set-off against distributions to a Member or former Member in the amount of withholding tax or other liability or obligation. Any amount withheld pursuant to this Section 7.5 shall be treated as

an amount distributed to such Member or former Member for all purposes under this Agreement.

Article 8 DISSOLUTION AND WINDING UP

8.1. Dissolution Event. The LLC shall be dissolved and its business wound up on the earlier to occur of any of the following events: (a) the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member, or the occurrence of any other event which terminates the continued membership of a Member in the LLC, including any event of dissolution specified in the Articles of Organization, and failure of the remaining Member to consent to continue the LLC's business within ninety (90) days after the occurrence of such event; (b) entry of a decree of judicial dissolution pursuant to the Act; or (c) the vote of all of the Members.

8.2. Winding Up. On the LLC's dissolution, its assets shall be disposed of and its affairs wound up. The LLC shall give written notice of the commencement of the dissolution to all its known creditors.

8.3. Order of Payment of Liabilities. After determining that all the LLC's known debts and liabilities have been paid or adequately provided for, the remaining assets shall be distributed to the Members.

8.4. Filings. The LLC shall file with the California Secretary of State a Certificate of Cancellation on the completion of the winding up of its affairs.

Article 9 INDEMNIFICATION

9.1. Indemnification of Agents. The LLC shall indemnify the Members, the Manager, and 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 because the Person is or was a member, employee or other LLC agent or that, being or having had such a capacity, the Person is or was serving at the LLC's request as a manager, director, officer, employee or other agent of another limited liability company, entity or other enterprise, to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit. The Members shall not be liable to the LLC for monetary damages for any losses, claims, damages or liabilities arising from any act or omission performed or omitted by the Members arising out of or in connection with this Agreement or the LLC's business or affairs, except for any such loss, claim, damage or liability primarily attributable to their gross negligence or willful misconduct. If a Member becomes involved in any capacity in any action, proceeding or investigation in connection with any matter arising out of or in connection with this Agreement or the LLC's business or affairs, the LLC shall reimburse the Member for his or her reasonable legal and other reasonable out-of-pocket expenses (including the cost of any investigation and preparation) as they are incurred in connection therewith, provided that the Member shall promptly repay to the LLC the amount of any such reimbursed expenses paid to him or her if he or she shall ultimately be determined that the Member was not entitled to be indemnified by the LLC in connection with such action, proceeding or investigation. If, for any reason, (other than the gross negligence or willful misconduct of the Member), the foregoing indemnification is unavailable to the Member, or

insufficient to hold him or her harmless, then the LLC shall contribute to the amount paid or payable by the Member as a result of such loss, claim, damage, liability or expense in such proportion as is appropriate to reflect the relative benefits received by the LLC, on the one hand, and the Member, on the other hand, or, if such allocation is not permitted by applicable law, to reflect not only the relative benefits referred to above but also any other relevant equitable considerations.

Article 10 EVENTS OF DISSOCIATION

10.1. Events of Dissociation. Except as otherwise provided by this Agreement or the Act, a Member ceases to be a Member of the LLC upon the occurrence of one or more of the following events:

10.1.1. The voluntary withdrawal from the LLC by the Member after obtaining the consent of the other Member of the LLC to such voluntary withdrawal;

10.1.2. The Member ceases to be a Member of the LLC after obtaining the consent of the other Member of the LLC to assign all of the Member's Membership Interest in the LLC in accordance with the Act;

10.1.3. A Member sells, assigns, transfers, exchanges, hypothecates, or otherwise disposes of the Member's Interest in the LLC without the consent of the other Member of the LLC;

10.1.4. The Bankruptcy of the Member;

10.1.5. The death of a Member who is an individual;

10.1.6. The entry of an order in a conservatorship proceeding declaring the Member incapable of handling his or her estate;

10.1.7. The termination of a trust where the trust is a Member of the LLC, provided, however, that the substitution of a new trustee shall not be considered a termination event; and, further provided, that it shall not be considered a termination event if the Trust's membership interest devolves to one or more persons who are existing Members of the LLC or to their lineal descendants;

10.1.8. The dissolution and winding up of the affairs of a Member who is a limited liability company or a partnership;

10.1.9. The filing of a certificate of dissolution or its equivalent, or ninety (90) days after a revocation of its corporate charter without reinstatement in the case of a Member who is a corporation; or

10.1.10. The distribution of the entire interest in the LLC by the fiduciary of an estate (hereinafter collectively referred to as a "**Dissociation Event**").

10.2. Effect of Dissociation Event. The LLC shall not dissolve following a Dissociation Event unless the remaining Member of the LLC gives his or her written consent to

dissolve the business of the LLC within ninety (90) days after the occurrence of a Dissociation Event.

10.3. Purchase Option Upon Dissociation Event. Upon the occurrence of a Dissociation Event (except for the permitted assignment of all of the Member's Interest as described in Section 10.1 above, the LLC, or the remaining Member of the LLC, shall have the irrevocable right and fully paid up option to purchase the Membership Interest of the Member whose affairs have caused the Dissociation Event. The terms and conditions of the option granted to the LLC and to the remaining Member of the LLC to purchase the Membership Interest of the Member whose actions or conduct result in the Dissociation Event ("Former Member") or such Former Member's trustee(s) or heir(s), are set forth in this Section 10.3.

10.3.1. Upon the occurrence of the Dissociation Event, the LLC shall have first option to purchase the Membership Interest of the Former Member by giving notice thereof to the Former Member within sixty (60) days following occurrence of the Dissociation Event. If the LLC elects to give such notice within sixty (60) days, the purchase and sale obligation shall accrue one hundred fifty (150) days after such Dissociation Event. After the LLC shall have given notice of its election to the Former Member and prior to the date upon which the purchase and sale obligation shall accrue, the parties shall take all steps necessary to determine the price and terms of such purchase and sale obligation as provided hereinafter.

10.3.2. If the LLC shall not exercise its first option to purchase the Membership Interest of a Former Member within sixty (60) days as provided above, for thirty (30) days thereafter, that is, between the 61st and 90th days after the Dissociation Event, the remaining Member shall have an option to purchase such interest. Between such 61st and 90th days, the remaining Member(s) shall notify the Former Member, in writing, of his or her election to purchase the Former Member's Interest. The failure of any Member to submit a notice within the applicable period shall constitute an election on the part of the remaining Member not to purchase any of the Former Member's Interest.

10.3.3. If the remaining Member fails to purchase the entire interest of the Former Member, the same shall pass by operation of law to any assignee, heir, devisee or beneficiary of the Former Member, or shall remain in the hands of the Former Member or such Former Member's estate or trust, subject to any right of the holder of such Interest to demand payment therefor according to California law.

10.3.4. The Former Member's Interest shall be valued according to its fair market value. "Fair Market Value" shall mean the reasonable value of the Former Member's Interest in the LLC, less any and all appropriate discounts and less any debt against any real property owned by the LLC. The Fair Market Value of a Member's Interest shall first be determined by the parties. If the parties are unable to agree upon the Fair Market Value for a period of thirty (30) days from the date notice is given of exercise of the option by the LLC or its Members, then the Fair Market Value of the Member's Membership Interest in the LLC shall be determined by an appraiser selected by the LLC and the Former Member with the cost of such appraisal to be paid equally by the LLC and the Former Member. Such appraisal shall be determinative of the Fair Market Value of the Member's Membership Interest in the LLC.

10.3.5. The purchase price shall be paid by the LLC or such remaining Member(s), as the case may be, either: (i) in five (5) equal annual installments of principal, together with interest, commencing to accrue from the date of closing, at the then current Mid-

Term Applicable Federal Rate (the "AFR") under the Code for the month in which the first payment is made (or a rate per annum equal to what the AFR would be for such month under Section 1274(d) of the Code if the AFR is no longer published) to fully amortize such purchase price over such five (5) payments with the first payment being due and payable when the purchase and sale obligation shall accrue, or (ii) in cash when the purchase and sale obligation shall accrue, as the LLC and/or the remaining Member, as the case may be, may elect, in their sole discretion.

10.3.6. Closing of any sale transaction pursuant to this Section 10.3 shall occur on or before the day which is one hundred and fifty (150) days after the Dissociation Event, or the next previous business day if the same shall fall on a weekend or holiday. At the closing, documents evidencing the payment obligation(s) shall be delivered by the purchasers, and any certificates, duly endorsed, shall be delivered by the Former Member or the representatives of the Former Member.

10.3.7. Nothing contained in this Section 10.3 is intended to prohibit Members from agreeing upon terms and conditions for the purchase by the LLC or any Member(s) of the Membership Interest of any Member in the LLC desiring to retire, withdraw or resign, in whole or in part, as a Member (on such terms and conditions as may be agreed upon by the selling Member and the LLC or the remaining Member(s) as the case may be), or is anything herein intended to limit or otherwise affect the ability of a Member to demand a return of his or her contribution to the LLC as provided in the Act.

Article 11

MISCELLANEOUS

11.1. Complete Agreement. This Agreement and the Articles of Organization constitute the complete agreement. No representation, statement, condition or warranty not contained in this Agreement or the Articles of Organization will be binding on the Members or have any effect whatsoever. To the extent that any provision of the Articles of Organization conflict with any provision of this Agreement, the Articles of Organization shall control.

11.2. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement shall bind and inure to the benefit of the Members and their respective successors and assigns.

11.3. Parties in Interest. Except as expressly provided in the Act, nothing in this Agreement shall: (i) confer any rights or remedies under this Agreement on any Person other than the Members and their respective successors and assigns; (ii) relieve or discharge the obligation or liability of any third Person to the Members; or (iii) give any third Person any right of subrogation or action over or against the Members.

11.4. Interpretation. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the context may require. All headings are inserted for convenience and ease of reference and shall not be considered in interpreting this Agreement. Numbered or lettered articles and sections refer to articles and sections of this Agreement unless otherwise expressly stated. No presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Person or his or her legal counsel. Any reference to any law or regulation will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect. "Including" means including without limitation. "Person" means an individual or any legal entity. The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any Person may be lawfully entitled.

11.5. Headings; Exhibits. All headings are inserted for convenience of reference and shall not be considered in the construction or interpretation of any provision of this Agreement. Any recitals set forth above, and any exhibits or schedules referred to and/or attached hereto, are incorporated by reference into this Agreement.

11.6. Jurisdiction. This Agreement shall be construed and enforced under California law.

11.7. Additional Documents and Acts. The Members shall execute and deliver such additional documents and instruments and perform such additional acts as may be necessary or appropriate to implement this Agreement and the transactions contemplated hereby.

11.8. Notices. Any notice to be given or to be served upon the Members in connection with this Agreement must be in writing (which may include facsimile) and will be deemed to have been given and received when delivered to the address shown in the LLC's records or instead, when three (3) business days have elapsed following deposit in the U.S. mail, certified or registered mail, return receipt requested, first-class postage prepaid by the sender.

11.9. Amendments. All amendments to this Agreement will be in writing and signed by the Members. No waiver or discharge of this Agreement shall be valid unless it is in writing and signed by the Members.

11.10. Reliance on Authority. If a Member is not a natural Person, neither the LLC nor the Member will be: (i) required to determine the authority of the individual signing below to make any commitment on behalf of such entity or to determine any fact or circumstance bearing on the existence of the authority of such individual; or (ii) responsible for the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such entity.

11.11. No Interest in LLC Property. The Members have no interest in specific property of the LLC. The Members irrevocably waive, during the LLC's term, any right that they may have to maintain any action for partition with respect to the LLC's property.

11.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

11.13. Attorneys' Fees. If any dispute involving the LLC and a Member, or between the Members, should result in litigation or arbitration, the prevailing party shall be entitled to recover from the other(s) all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees, costs, and expert witnesses' fees.

11.14. LLC Legal Counsel. Counsel to the LLC may also be legal counsel to any Member or an affiliate of such Member. The Members may execute on the LLC's or the Member's behalf any consent to representation of the LLC that legal counsel may request. The

LLC has initially selected Jed L. Weinberg, APC ("JLW") as its legal counsel. Each Member acknowledges that JLW does not represent any Member in the absence of an explicit agreement between the Member and JLW, and in the absence thereof, JLW owes no duties directly to a Member.

11.15. Rights of Creditors and Other Persons Under This Agreement. This Agreement is entered into by the Members for the exclusive benefit of the Members and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the LLC, the Members, or any other Person. Except and only to the extent provided by applicable statute, no such creditor or other Person shall have any rights under this Agreement or any agreement between the LLC and the Members with respect to any capital contribution or otherwise.

11.16. Saving Clause. If and to the extent any provision of this Agreement is, or is found by an arbitrator or court of competent jurisdiction to be, prohibited under, contrary to or ineffective under the Act, this Agreement shall be considered amended to the smallest degree necessary to make this Agreement conform to the Act and effective under the Act.

INTENDING TO BE LEGALLY BOUND, the Members have executed this Agreement, effective as of the date written above.

MEMBERS:


James D. Smock


Thomas T. Lunsford

EXHIBIT "A"

Data Re Members

MEMBERS:

Jamie D. Smock
30 Rancheria Road
Kentfield, CA 94904

Membership Interest: 50%

Trenton T. Lunceford
1610 Colina Court
San Luis Obispo, CA 93401

Membership Interest: 50%

Attachment No. 2a Water Right Ownership Documentation

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

10/1/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 22-11174

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	STEVE LUNCEFORD PO BOX 282 DRIGGS, ID 83422 2084562323

Priority Date: 07/01/1980

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DOMESTIC	1/01	12/31	0.04 CFS	
Total Diversion			0.04 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NESW|Sec. 12|Township 06N|Range 45E|TETON County

Place(s) of use:

Place of Use Legal Description: DOMESTIC TETON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06N	45E	12		NESW										

Conditions of Approval:

- N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
- N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- PARCEL NO. RP06N45E124800

Dates:

Licensed Date:

Decreed Date: 08/09/1999

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: TBD

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Attachment No. 3
Documentation of Authority -
Applicant NOT Water Right
Owner

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
22-11174	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: Steve Lunceford
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Papa Steve LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
2546 County Road 308 Durango CO 81303
Mailing address City State Zip
hpr@ekiva.net
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: April 21, 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: Robert L. Harris Attorney October 4, 2021
Signature of new owner/claimant Title, if applicable Date
Robert L. Harris
Print name

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

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____
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 _____

85533

Recording requested by and
when recorded, return to:

Mr. David J. Ruyle
Attorney at Law
8880 Rio San Diego Dr., Ste. 1000
San Diego, CA 92108

Mail tax statements to:

Dr. Stephen D. Lunceford
P.O. Box 282
Driggs, ID 83422

161516

RECEIVED

JUN 02 2004

IDAHO CO., ID
CLERK RECORDER

Instrument # 161516

DRIGGS, TETON, IDAHO
2004-06-02 07:57:01 No. of Pages: 2
Recorded for: RUYLE & BREWER
NOLAN G. BOYLE
Ex-Officio Recorder Deputy
Index to: DEED, QUIT-CLAIM
Fee: 6.00

APN: R006N45E121200A

QUITCLAIM DEED

The undersigned quitclaimor declares: Documentary transfer tax is NONE. (No consideration has been given – change in formal title only.)

FOR NO CONSIDERATION, STEPHEN D. LUNCEFORD, TRUSTEE OF THE STEPHEN D. LUNCEFORD TRUST DATED JANUARY 22, 1991, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to NANCY R. LUNCEFORD, all of his right, title and interest in the following described real property in the County of Teton, State of Idaho:

Legal description attached hereto and incorporated herein by this reference.

Dated: April 15, 2004

Stephen D. Lunceford
STEPHEN D. LUNCEFORD

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On April 15, 2004, before me, DAVID J. RUYLE, Notary Public, personally appeared STEPHEN D. LUNCEFORD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

David J. Ruyle
DAVID J. RUYLE, Notary Public

161516

85533

EXHIBIT "A"

THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER, SECTION 12, TOWNSHIP 6 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO.

TOGETHER WITH A RIGHT-OF-WAY AS EVIDENCED BY GRANT OF EASEMENT FOR RIGHT-OF-WAY RECORDED UNDER INSTRUMENT NO. 83678 RECORDS OF SAID COUNTY. SUBJECT TO THAT RESERVATION AS CONTAINED IN WARRANTY DEED DATED JANUARY 1, 1979 BETWEEN MARY IDA WILLIAMS, MYRTLE NAOMI HALL, C. ALFRED MARCUM, ETHEL CHARLOTTE KARDINE, JAMES W. MARCUM, ORIN E. MARCUM, R. LAVERNE MARCUM, GILBERT N. MARCUM, RUTH ADELINE NICHOLS, THOMAS DALE MARCUM, SELAR LORENZO MARCUM, SHELBY EUGENE MARCUM AS SELLER, AND JOHN MCKELLAR AND JULIE MCKELLAR, AND JOHN K. BAGLEY AND LUELLA BAGLEY, AS PURCHASER, RECORDED JULY 11, 1984 UNDER INSTRUMENT NO. 95127, RECORDS OF TETON COUNTY, IDAHO.

NOT A LEGAL COPY

161516

85533

Recording requested by and
when recorded, return to:

161517

RECEIVED

JUN 02 2004

TETON CO., ID
CLERK RECORDER

Mr. David J. Ruyle
Attorney at Law
8880 Rio San Diego Dr., Ste. 1000
San Diego, CA 92108

Mail tax statements to:

Dr. Stephen D. Lunceford
and Nancy R. Lunceford
P.O. Box 282
Driggs, ID 83422

Instrument # 161517

DRIGGS, TETON, IDAHO
2004-06-02 07:57:01 No. of Pages: 2
Recorded for: RUYLE & BREWER
NOLAN G. BOYLE Fee: 6.00
Ex-Officio Recorder Deputy *N. Boyle*
Index to: DEED, QUIT-CLAIM

APN: RP06N45E121200A

QUITCLAIM DEED

The undersigned quitclaimor declares: Documentary transfer tax is NONE. (No consideration has been given - change in formal title only.)

FOR NO CONSIDERATION, NANCY R. LUNCEFORD, a married woman, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to STEPHEN D. LUNCEFORD, TRUSTEE OF THE LUNCEFORD PERSONAL RESIDENCE TRUST (I) DATED April 15 2004, all of her right, title and interest in the following described real property in the County of Teton, State of Idaho:

Legal description attached hereto and incorporated herein by this reference.

Dated: 4-15, 2004

Nancy R. Lunceford
NANCY R. LUNCEFORD

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On April 15, 2004, before me, DAVID J. RUYLE, Notary Public, personally appeared NANCY R. LUNCEFORD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

David J. Ruyle
DAVID J. RUYLE, Notary Public

161517

85533

EXHIBIT "A"

THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER, SECTION 12, TOWNSHIP 6 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO.

TOGETHER WITH A RIGHT-OF-WAY AS EVIDENCED BY GRANT OF EASEMENT FOR RIGHT-OF-WAY RECORDED UNDER INSTRUMENT NO. 83678 RECORDS OF SAID COUNTY. SUBJECT TO THAT RESERVATION AS CONTAINED IN WARRANTY DEED DATED JANUARY 1, 1979 BETWEEN MARY ANN WILLIAMS, MYRTLE NAOMI HALL, C. ALFRED MARCUM, ETHEL CHARLOTTE JARDINE, JAMES W. MARCUM, ORIN E. MARCUM, R. LAVERNE MARCUM, GILBERT N. MARCUM, RUTH ADELINE NICHOLS, THOMAS DALE MARCUM, FELAR LORENZO MARCUM, SHELBY EUGENE MARCUM AS SELLER, AND JOHN A. MCKELLAR AND JULIE MCKELLAR, AND JOHN K. BAGLEY AND LUELLA BAGLEY, AS PURCHASER, RECORDED JULY 11, 1984 UNDER INSTRUMENT NO. 95127, RECORDS OF TETON COUNTY, IDAHO.

NOT A LEGAL COPY

161517

85533

QUITCLAIM DEED

THIS INDENTURE is made this 20 day of April, 2021, by Richard T. Lunceford, Trustee of the Lunceford Personal Residence Trust I, dated April 15, 2004, "Grantor," to Jamie D. Smock, a married woman as her sole and separate property, and Trenton T. Lunceford, a married man as his sole and separate property, as Tenants in Common, whose mailing address is 2546 County Road 308, Durango, Colorado, 81303, "Grantee,"

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States of America and other good and valuable consideration to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the Grantee, and to Grantee's heirs and assigns forever, all right, title and interest now owned or hereafter acquired by the Grantor in all the following described real property in the County of Teton, State of Idaho, to-wit:

A parcel of land being a portion of S½NE¼ and N½SE¼ of Section 12, T. 6 N., R. 45 E., Boise Meridian, Teton County, Idaho being more particularly described as:

COMMENCING at the N 1/16 corner on the east line of said Section 12 marked by a 5/8" diameter rebar with aluminum cap inscribed "PLS 14783";

THENCE S 00°06'00" E, 150.02 feet, along the east line of said SE¼NE¼ to the **POINT OF BEGINNING** marked by a 5/8" diameter rebar with aluminum cap inscribed "PLS 14783";

THENCE continuing S 00°06'00" E, 1155.04 feet, along said east line to the East ¼ corner of Section 12, marked by a 5/8" rebar with aluminum cap inscribed "PLS 2680";

THENCE S 00°00'00" W, 1308.16 feet, along east line of said N½SE¼ to the S 1/16 corner on the east line of said Section 12;

THENCE N 89°23'46" W, 2644.46 feet, along the south line of said N½SE¼ to the C-S 1/16 corner of said Section 12, marked by a rebar with aluminum cap inscribed "PLS 2860";

THENCE N 00°23'16" W, 1312.25 feet, along the west line of said N½SE¼ to the Center one-quarter corner of said Section 12, marked by a rebar with aluminum cap inscribed "PLS 2860";

THENCE N 00°21'21" W, 144.72 feet, along the west line of said S½NE¼ to a point of intersection with the centerline of Old Dry Ridge Road;

THENCE along said centerline of said Old Dry Ridge Road through the following courses:

N 68°55'44" E, 68.59 feet to a point;
 N 77°01'31" E, 56.09 feet to a point;
 N 87°54'37" E, 54.73 feet to a point;
 S 79°48'11" E, 118.33 feet to a point;
 S 72°53'01" E, 86.11 feet to a point;
 S 60°46'38" E, 165.81 feet to a point;
 S 46°59'22" E, 35.93 feet to a point;
 S 35°16'02" E, 74.96 feet to a point;
 S 42°43'47" E, 55.93 feet to a point;
 S 50°25'23" E, 46.41 feet to a point;
 S 70°24'07" E, 8.62 feet to a point;

THENCE S 19°35'53" W, 30.00 feet, departing said centerline to a perpendicular intersection with the southerly right-of-way line of a sixty-foot wide road and utility easement for Old Dry Ridge Road;

THENCE S 00°23'16" E, 1163.36 feet, along a line parallel to said west line of the N½SE¼ to a point on a line parallel to and 25 feet offset north of the south line of said N½SW¼, marked by a 5/8" diameter rebar with aluminum cap inscribed "PLS 14783";

THENCE S 89°23'46" E, 1332.34 feet, along said parallel line to a point marked by a 5/8" diameter rebar with aluminum cap inscribed "PLS 14783";

THENCE N 06°04'26" W, 256.40 feet to a point marked by a 5/8" diameter rebar with aluminum cap inscribed "PLS 14783";

THENCE N 29°54'31" E, 58.13 feet to a point marked by a 5/8" diameter rebar with aluminum cap inscribed "PLS 14783";

THENCE N 50°22'29" E, 228.96 feet to a point marked by a 5/8" diameter rebar with aluminum cap inscribed "PLS 14783";

THENCE N 00°00'00" E, 38.54 feet to a point marked by a 5/8" diameter rebar with aluminum cap inscribed "PLS 14783";

THENCE N 31°17'54" W, 214.57 feet to a point marked by a 5/8" diameter rebar with aluminum cap inscribed "PLS 14783";

THENCE N 06°23'46" W, 163.76 feet to a point on said centerline of Old Dry Ridge Road;

THENCE along said centerline through the following courses:

N 01°30'03" W, 79.35 feet to a point;
 N 08°32'03" W, 76.76 feet to a point;
 N 21°50'17" W, 44.45 feet to a point;
 N 32°00'01" W, 35.68 feet to a point;
 N 37°36'12" W, 104.23 feet to a point;
 N 29°07'32" W, 130.65 feet to a point;
 N 38°33'13" W, 51.17 feet to a point;
 N 51°56'27" W, 137.16 feet to a point;
 N 61°33'07" W, 25.08 feet to a point;
 N 73°39'00" W, 37.43 feet to a point;
 N 83°33'43" W, 112.37 feet to a point;
 S 89°49'01" W, 34.74 feet to a point;
 S 80°43'34" W, 52.42 feet to a point;
 S 69°31'10" W, 210.35 feet to a point;
 S 73°47'00" W, 132.12 feet to a point;

THENCE N 00°13'42" W, 1155.14 feet, along a line parallel with and offset 176.68 feet west of the west line of the SE¼NE¼ of said Section 12, marked by a 5/8" diameter rebar with aluminum cap inscribed "PLS 14783";

THENCE S 89°05'27" E, 1506.09 feet to the **POINT OF BEGINNING**.

Said parcel having an area of 79.76 acres, more or less.

The base bearing for this description is N 00°00'00" W along the east line of the SE¼ of said Section 12 per GLO plat of T. 6 N., R. 45 E., Boise Meridian dated December 18, 1891.

SUBJECT TO the following:

1. All existing easements, patent reservations, rights-of-way, protective covenants and other matters of record, all applicable zoning ordinances, building codes, laws and regulations, and all encroachments, overlaps, boundary line disputes, claims of easements and other matters which would be disclosed by an accurate survey or inspection of the property.
2. Grant of Easement for roadway, recorded July 18, 1979, as Instrument No. 83678 rerecorded May 2, 1994 as Instrument No. 115987.

3. Subject to the reservations as contained in Warranty Deed recorded July 11, 1984, as Instrument Number 95127.
4. Agreement for electrical service between Wilbur J. Eich, and Fall River Rural Electric Cooperative, Inc., recorded July 31, 1995 Recorder's No. 120827 records of Teton County, ID.
5. Agreement for electrical service between Stephen D. Lunceford, and Fall River Rural Electric Cooperative, Inc., recorded July 31, 1995 Recorder's No. 120834 records of Teton County, ID.
6. Electric line right-of-way easement granted by Wilbur J. Eich, to Fall River Rural Electric Cooperative, Inc., recorded November 7, 1995 Recorder's No. 121882 and 121883, records of Teton County, ID.
7. Electric line right-of-way easement granted by Stephen D. Lunceford to Fall River Rural Electric Cooperative, Inc., recorded November 7, 1995 recorder's No. 121898 & 121899 records of Teton County, Idaho.
8. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded August 13, 2013, as Instrument Number 229112.
9. Well Agreement upon the terms, conditions and provisions contained therein:
Parties: Wilbur J. Eich, acting not individually but as Trustee of the Wilbur J. Eich and Henrietta C. Eich Revocable Trust and Richard T. Lunceford, acting not individually but as Trustee of the Lunceford Personal Residence Trust I, dated April 15, 2004
Recorded: August 13, 2013, as Instrument No. 229115.
10. View Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Wilbur J. Eich, acting not individually but as Trustee of the Wilbur J. Eich and Henrietta C. Eich Revocable Trust and Richard T. Lunceford, acting not individually but as Trustee of the Lunceford Personal Residence Trust I, dated April 15, 2004
Recorded: August 13, 2013, as Instrument No. 229116.
11. Joint Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Wilbur J. Eich, acting not individually but as Trustee of the Wilbur J. Eich and Henrietta C. Eich Revocable Trust and Richard T. Lunceford, acting not individually but as Trustee of the Lunceford Personal Residence Trust I, dated April 15, 2004

Recorded: August 13, 2013, as Instrument No. 229117.

TOGETHER with a Right-of-Way as evidenced by Grant of Easement for Right-of-Way recorded July 18, 1979 as Instrument No. 83678 and re-recorded May 2, 1994 as Instrument No. 115987.

ALSO, TOGETHER, with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom.

TO HAVE AND TO HOLD the said premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

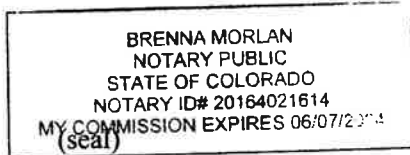
In construing this Quitclaim Deed and where the context so requires, the singular includes the plural. The property transferred hereunder shall be the sole and separate property of the Grantee, and the rents, income and profits thereon shall be the sole and separate property of the Grantee.

IN WITNESS WHEREOF, the Grantor has executed the within instrument on the date set forth below.

Richard T Lunceford, Trustee
Richard T. Lunceford, Trustee of the Lunceford
Personal Resident Trust I, dated April 15, 2004

STATE OF COLORADO)
County of La Plata)ss.

This record was acknowledged before me on the 20th day of April, 2021, by Richard T. Lunceford, Trustee of the Lunceford Personal Residence Trust I, dated April 15, 2004.



Brenda
Signature of Notary Public
My commission expires: 6/7/2024

G:\WPDATA\CAH\19761\2021 Deed Distribution\Deeds\Quitclaim Deed, Lunceford to Smock v3.docx

QUITCLAIM DEED

THIS INDENTURE is made this 21 day of April, 2021, by Jamie D. Smock, a married woman as her sole and separate property, and Trenton T. Lunceford, a married man as his sole and separate property, as Tenants in Common, collectively the "Grantor," to Papa Steve, LLC, a California limited liability company, whose mailing address is 2546 County Road 308, Durango, Colorado, 81303, "Grantee,"

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States of America and other good and valuable consideration to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the Grantee, and to Grantee's successors and assigns forever, all right, title and interest now owned or hereafter acquired by the Grantor in all the following described real property in the County of Teton, State of Idaho, to-wit:

A parcel of land being a portion of S $\frac{1}{2}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 12, T. 6 N., R. 45 E., Boise Meridian, Teton County, Idaho being more particularly described as:

COMMENCING at the N 1/16 corner on the east line of said Section 12 marked by a 5/8" diameter rebar with aluminum cap inscribed "PLS 14783";

THENCE S 00°06'00" E, 150.02 feet, along the east line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ to the **POINT OF BEGINNING** marked by a 5/8" diameter rebar with aluminum cap inscribed "PLS 14783";

THENCE continuing S 00°06'00" E, 1155.04 feet, along said east line to the East $\frac{1}{4}$ corner of Section 12, marked by a 5/8" rebar with aluminum cap inscribed "PLS 2680";

THENCE S 00°00'00" W, 1308.16 feet, along east line of said N $\frac{1}{2}$ SE $\frac{1}{4}$ to the S 1/16 corner on the east line of said Section 12;

THENCE N 89°23'46" W, 2644.46 feet, along the south line of said N $\frac{1}{2}$ SE $\frac{1}{4}$ to the C-S 1/16 corner of said Section 12, marked by a rebar with aluminum cap inscribed "PLS 2860";

THENCE N 00°23'16" W, 1312.25 feet, along the west line of said N½SE¼ to the Center one-quarter corner of said Section 12, marked by a rebar with aluminum cap inscribed "PLS 2860";

THENCE N 00°21'21" W, 144.72 feet, along the west line of said S½NE¼ to a point of intersection with the centerline of Old Dry Ridge Road;

THENCE along said centerline of said Old Dry Ridge Road through the following courses:

N 68°55'44" E, 68.59 feet to a point;
 N 77°01'31" E, 56.09 feet to a point;
 N 87°54'37" E, 54.73 feet to a point;
 S 79°48'11" E, 118.33 feet to a point;
 S 72°53'01" E, 86.11 feet to a point;
 S 60°46'38" E, 165.81 feet to a point;
 S 46°59'22" E, 35.93 feet to a point;
 S 35°16'02" E, 74.96 feet to a point;
 S 42°43'47" E, 55.93 feet to a point;
 S 50°25'23" E, 46.41 feet to a point;
 S 70°24'07" E, 8.62 feet to a point;

THENCE S 19°35'53" W, 30.00 feet, departing said centerline to a perpendicular intersection with the southerly right-of-way line of a sixty-foot wide road and utility easement for Old Dry Ridge Road;

THENCE S 00°23'16" E, 1163.36 feet, along a line parallel to said west line of the N½SE¼ to a point on a line parallel to and 25 feet offset north of the south line of said N½SW¼, marked by a 5/8" diameter rebar with aluminum cap inscribed "PLS 14783";

THENCE S 89°23'46" E, 1332.34 feet, along said parallel line to a point marked by a 5/8" diameter rebar with aluminum cap inscribed "PLS 14783";

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THENCE N 29°54'31" E, 58.13 feet to a point marked by a 5/8" diameter rebar with aluminum cap inscribed "PLS 14783";

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THENCE N 31°17'54" W, 214.57 feet to a point marked by a 5/8" diameter rebar with aluminum cap inscribed "PLS 14783";

THENCE N 06°23'46" W, 163.76 feet to a point on said centerline of Old Dry Ridge Road;

THENCE along said centerline through the following courses:

N 01°30'03" W, 79.35 feet to a point;
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 N 83°33'43" W, 112.37 feet to a point;
 S 89°49'01" W, 34.74 feet to a point;
 S 80°43'34" W, 52.42 feet to a point;
 S 69°31'10" W, 210.35 feet to a point;
 S 73°47'00" W, 132.12 feet to a point;

THENCE N 00°13'42" W, 1155.14 feet, along a line parallel with and offset 176.68 feet west of the west line of the SE¼NE¼ of said Section 12, marked by a 5/8" diameter rebar with aluminum cap inscribed "PLS 14783";

THENCE S 89°05'27" E, 1506.09 feet to the **POINT OF BEGINNING**.

Said parcel having an area of 79.76 acres, more or less.

The base bearing for this description is N 00°00'00" W along the east line of the SE¼ of said Section 12 per GLO plat of T. 6 N., R. 45 E., Boise Meridian dated December 18, 1891.

SUBJECT TO the following Well Agreement, View Easement Agreement and Joint Easement Agreement recorded simultaneously with this Quitclaim Deed:

SUBJECT TO the following:

1. All existing easements, patent reservations, rights-of-way, protective covenants and other matters of record, all applicable zoning ordinances, building codes, laws and regulations, and all encroachments, overlaps, boundary line disputes, claims of easements and other matters which would be disclosed by an accurate survey or inspection of the property.

2. Grant of Easement for roadway, recorded July 18, 1979, as Instrument No. 83678 rerecorded May 2, 1994 as Instrument No. 115987.
3. Subject to the reservations as contained in Warranty Deed recorded July 11, 1984, as Instrument Number 95127.
4. Agreement for electrical service between Wilbur J. Eich, and Fall River Rural Electric Cooperative, Inc., recorded July 31, 1995 Recorder's No. 120827 records of Teton County, ID.
5. Agreement for electrical service between Stephen D. Lunceford, and Fall River Rural Electric Cooperative, Inc., recorded July 31, 1995 Recorder's No. 120834 records of Teton County, ID.
6. Electric line right-of-way easement granted by Wilbur J. Eich, to Fall River Rural Electric Cooperative, Inc., recorded November 7, 1995 Recorder's No. 121882 and 121883, records of Teton County, ID.
7. Electric line right-of-way easement granted by Stephen D. Lunceford to Fall River Rural Electric Cooperative, Inc., recorded November 7, 1995 recorder's No. 121898 & 121899 records of Teton County, Idaho.
8. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded August 13, 2013, as Instrument Number 229112.
9. Well Agreement upon the terms, conditions and provisions contained therein:
Parties: Wilbur J. Eich, acting not individually but as Trustee of the Wilbur J. Eich and Henrietta C. Eich Revocable Trust and Richard T. Lunceford, acting not individually but as Trustee of the Lunceford Personal Residence Trust I, dated April 15, 2004
Recorded: August 13, 2013, as Instrument No. 229115.
10. View Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Wilbur J. Eich, acting not individually but as Trustee of the Wilbur J. Eich and Henrietta C. Eich Revocable Trust and Richard T. Lunceford, acting not individually but as Trustee of the Lunceford Personal Residence Trust I, dated April 15, 2004
Recorded: August 13, 2013, as Instrument No. 229116.
11. Joint Easement Agreement upon the terms, conditions and provisions contained therein:

Parties: Wilbur J. Eich, acting not individually but as Trustee of the Wilbur J. Eich and Henrietta C. Eich Revocable Trust and Richard T. Lunceford, acting not individually but as Trustee of the Lunceford Personal Residence Trust I, dated April 15, 2004
Recorded: August 13, 2013, as Instrument No. 229117.

TOGETHER with a Right-of-Way as evidenced by Grant of Easement for Right-of-Way recorded July 18, 1979 as Instrument No. 83678 and re-recorded May 2, 1994 as Instrument No. 115987.

ALSO, TOGETHER, with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom.

TO HAVE AND TO HOLD the said premises and the appurtenances unto the Grantee, and to Grantee's successors and assigns forever.

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

IN WITNESS WHEREOF, the Grantor has executed the within instrument on the date set forth below.

[Signature Pages Follow]

G:\WPDATA\CAH\19761\2021 Deed Distribution\Deeds\Quitclaim Deed, Smock.Lunceford to Papa Steve v3.docx

Jamie D. Smock
 Jamie D. Smock

STATE OF Wyoming)
~~CALIFORNIA~~)ss.
 County of Teton)

This record was acknowledged before me on the 29th day of April, 2021, by Jamie D. Smock.



[Signature]
 Signature of Notary Public
 My commission expires: 5/1/2024

SPOUSAL CONSENT

The undersigned, constituting the spouse of Jamie D. Smock, hereby consents to the terms and provisions of the foregoing Quitclaim Deed and agrees that the property described in the foregoing Quitclaim Deed is the sole and separate property of Jamie D. Smock. Any interest which the undersigned may be deemed to hold in the property described in the foregoing Quitclaim Deed shall be subject to and transferred pursuant to the terms and provisions of such Quitclaim Deed.

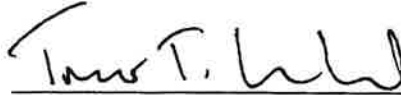
Jeffrey D. Smock
 Jeffrey D. Smock

STATE OF Wyoming)
~~CALIFORNIA~~)ss.
 County of Teton)

This record was acknowledged before me on the 29th day of April, 2021, by Jeffrey D. Smock.



[Signature]
 Signature of Notary Public
 My commission expires: 5/1/2024



Trenton T. Lunceford

STATE OF CALIFORNIA)
)ss.
 County of SAN LUIS OBISPO

This record was acknowledged before me on the 21st day of April, 2021, by Trenton T. Lunceford.

**See Attached Form for
 Notary Certificate**

(seal)



Signature of Notary Public

My commission expires: 5/11/2024

SPOUSAL CONSENT

The undersigned, constituting the spouse of Trenton T. Lunceford, hereby consents to the terms and provisions of the foregoing Quitclaim Deed and agrees that the property described in the foregoing Quitclaim Deed is the sole and separate property of Trenton T. Lunceford. Any interest which the undersigned may be deemed to hold in the property described in the foregoing Quitclaim Deed shall be subject to and transferred pursuant to the terms and provisions of such Quitclaim Deed.



Brenda L. Lunceford

STATE OF CALIFORNIA)
)ss.
 County of SAN LUIS OBISPO

This record was acknowledged before me on the 21st day of April, 2021, by Brenda L. Lunceford.

**See Attached Form for
 Notary Certificate**

(seal)



Signature of Notary Public

My commission expires: 5/11/2024

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN LUIS OBISPO

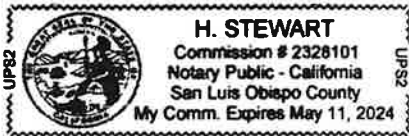
On 4/21/2021 before me, H. STEWART, Notary Public,
Date Here Insert Name of Officer

Personally appeared Trenton T. Lunceford & Brenda L. Lunceford
Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: Quitclaim DeedDocument Date: 4/21/2021 Number of Pages: 7 + Attachment

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

Signer's name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

Attachment No. 4 Power of Attorney

[Search again](#)

Results (as of 9/27/21)

Robert Lynn Harris**Status**

Active

Admittance Date

09/30/2004

Firm

Holden, Kidwell, Hahn & Crapo, PLLC

Mailing Address

PO Box 50130

Idaho Falls, ID 83405

Phone

(208) 523-0620

Phone Ext**Fax**

(208) 523-9518

Bar Email Address

rharris@holdenlegal.com

Website Address

www.holdenlegal.com

Court eService Email

efiling@holdenlegal.com

Need a correction?

Is something not correct? Please use the Address Change Form

The information above is based on the Idaho State Bar records as of the date listed above. To send us an update on your own listing, please use the online Address Change Form or send an email to the Licensing Department. Please notify the Licensing Department if you find that another attorney's information is incorrect. Questions on attorney status and good standing should also be directed to the Licensing Department at (208) 334-4500.

Attachment No. 7a

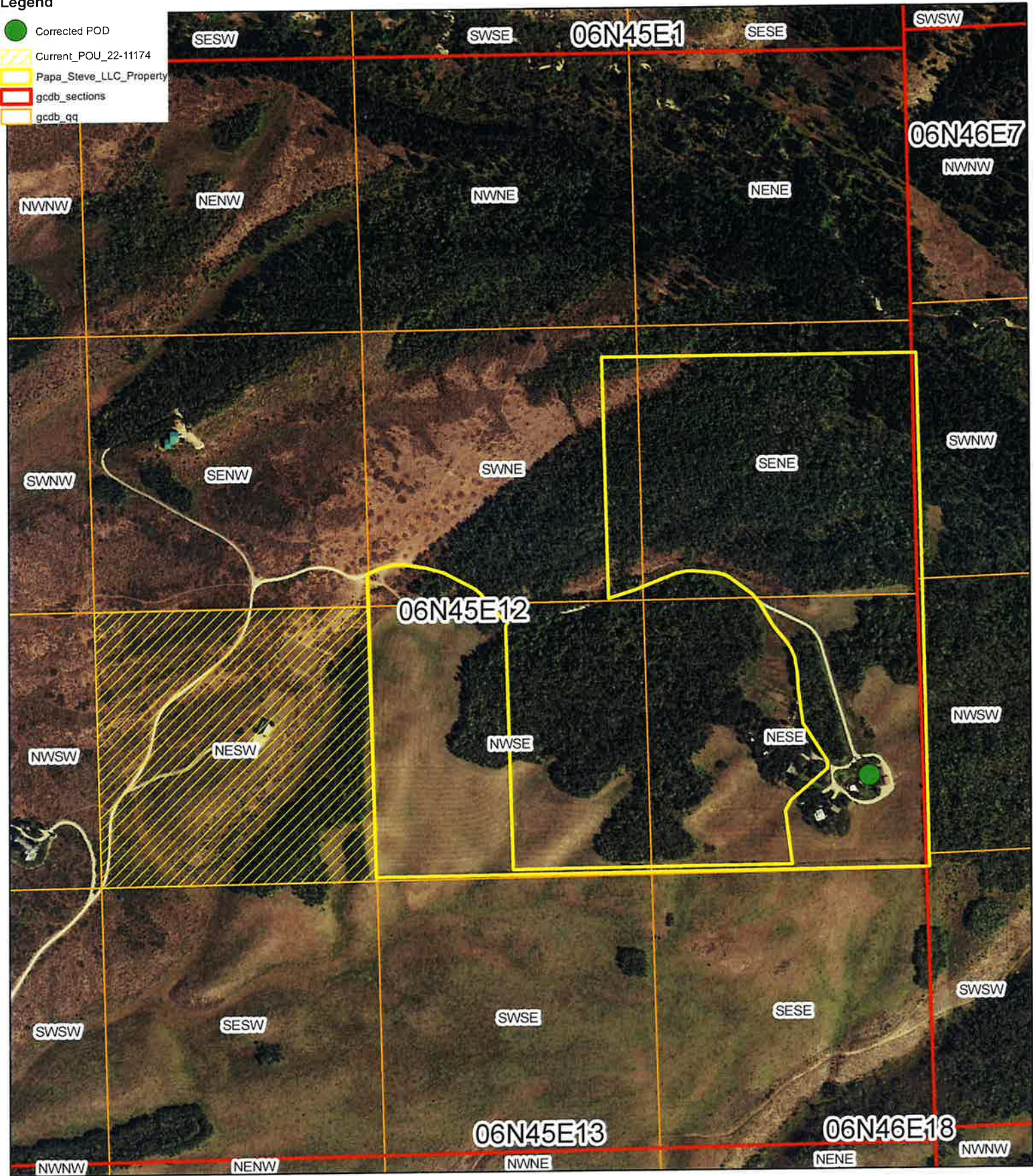
Map

PAPA STEVE LLC TETON VALLEY PROPERTY

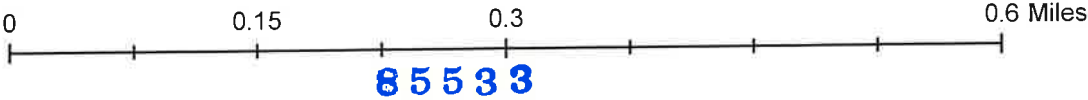


Legend

- Corrected POD
- Current_POU_22-11174
- Papa_Steve_LLC_Property
- gcdb_sections
- gcdb_qq



Prepared by:
Robert L. Harris
August 4, 2021
2019 NAIP Aerial Photo



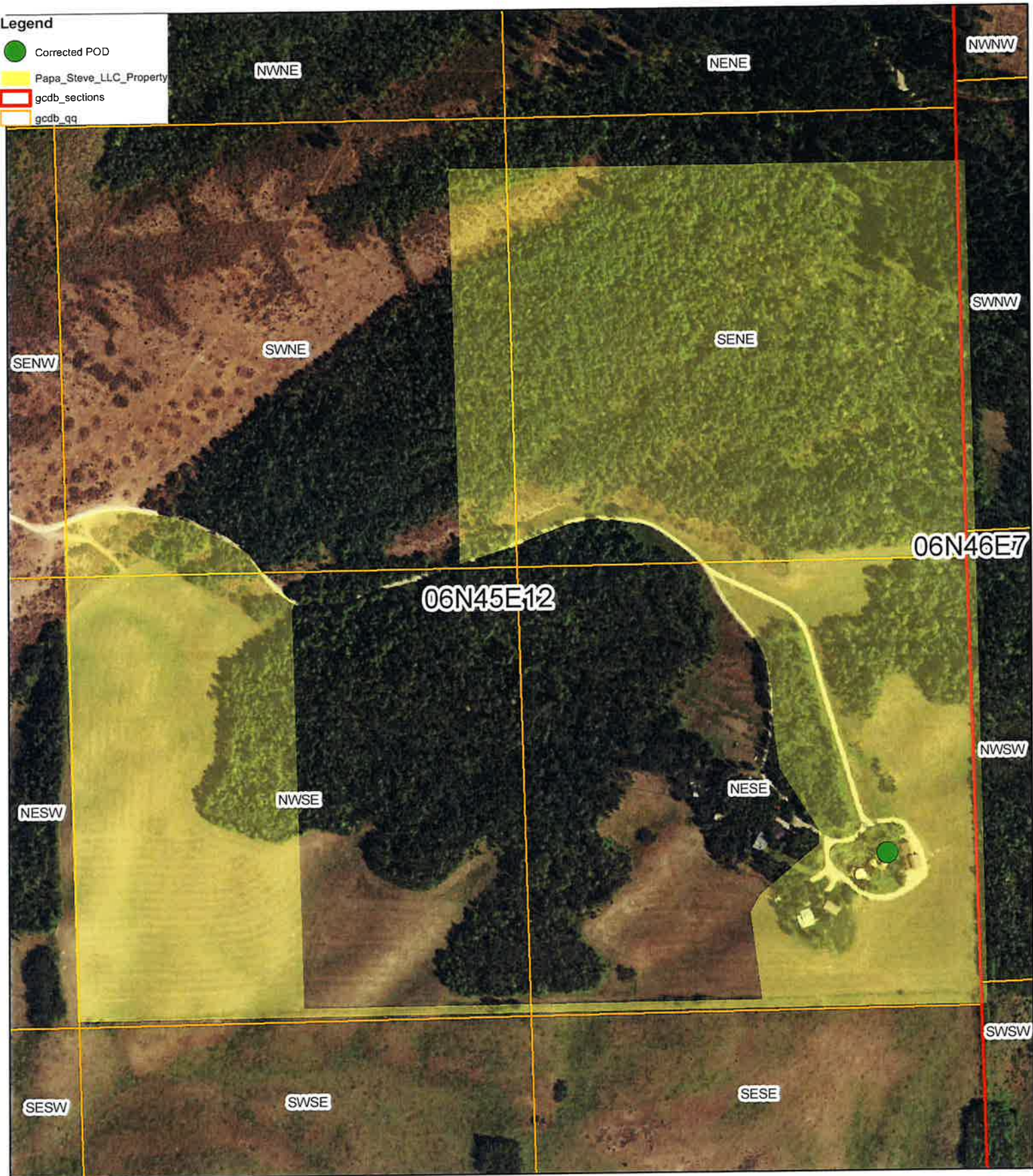
Attachment No. 7b Map (GIS shapefile)

PAPA STEVE LLC TETON VALLEY PROPERTY

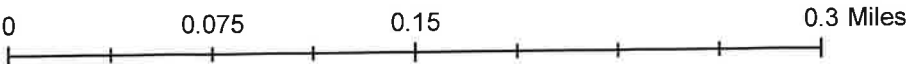


Legend

- Corrected POD
- Papa_Steve_LLC_Property
- gcdb_sections
- gcdb_qq



Prepared by:
Robert L. Harris
August 4, 2021
2019 NAIP Aerial Photo



85533

Attachment No. 10

Other

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

Office Use Only			
Inspected by _____			
Twp _____	Rge _____	Sec _____	
1/4 _____		1/4 _____	
Lat: _____		Long: _____	

1. WELL TAG NO. D 0021014
DRILLING PERMIT NO. 769258
Other IDWR No. _____

2. OWNER:

Name Steve Lunceford
Address PO Box 282
City Driggs State ID Zip 83422

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

N	
W	
E	
S	

Twp. 6 North ☒ or South ☐
Rge. 45 East ☒ or West ☐
Sec. 12 1/4 NW 1/4 NW 1/4
Gov't Lot _____ County Teton 10 acres 40 acres 160 acres
Lat: _____ Long: _____
Address of Well Site 70E Dry Ridge
City Tetonia

(Give at least name of road + Distance to Road or Landmark)

Lt. _____ Blk. _____ Sub. Name _____

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other _____

5. TYPE OF WORK check all that apply (Replacement etc.)

☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD

☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK			AMOUNT		METHOD
Material	From	To	Sacks or Pounds		
Bentonite	0'	20'	500#		overbore

Was drive shoe used? ☐ Y ☒ N Shoe Depth(s) _____Was drive shoe seal tested? ☐ Y ☒ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
8"	+1	39'	250	Steel	☒	☐	☒	☐
					☐	☐	☐	☐
					☐	☐	☐	☐

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS

Perforations _____ Method _____
Screens _____ Screen Type _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
						☐	☐
						☐	☐
						☐	☐

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

410' ft. below ground Artesian pressure _____ lb.
Depth flow encountered _____ ft. Describe access port or control devices: _____

11. WELL TESTS:

☐ Pump ☐ Bailor ☐ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time

Water Temp. _____ Bottom hole temp. _____

Water Quality test or comments: _____

Depth first Water Encounter _____

12. LITHOLOGIC LOG: (Describe repairs or abandonment) Water

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Y	N
10"	0'	15'	Dirt, Clay		X
	15'	39'	grey Soft Rock		X
8"	39'	100'	grey Soft Rock		X
	100'	200'	dark Rock Solid		X
	200'	240'	Black Rock Solid		X
	240'	300'	dark Rock Solid		X
	300'	400'	light Brown Rock Solid		X
	400'	420'	dark Rock		X
	420'	440'	some fractures	X	
	440'	460'	dark Solid		X
	460'	500'	Fractured Rock Red	X	
	500'	600'	Solid Red Rock		X
	600'	700'	Red Rock some fractures	X	
	700'	800'	Fractured dark Red Rock	X	
RECEIVED JUN 27 2001 Department of Water Resources RECEIVED JUN 18 2001 Department of Water Resources Eastern Region					
Completed _____ Depth <u>800'</u> (Measurable) Date: Started <u>5/31/01</u> Completed <u>6/4/01</u>					

13. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name Denning Well Drilling Firm No. 508Firm Official Denning Date 6-5-01

and

Driller or Operator Denning Date 6/5/01

(Sign once if Firm Official & Operator)

FORWARD WHITE COPY TO WATER RESOURCES

85533



Holden Kidwell
Hahn & Crapo P.L.L.C.
L A W O F F I C E S

Established in 1896

1000 Riverwalk Drive, Suite 200
PO Box 50130
Idaho Falls, Idaho 83405
Tel: (208) 523-0620
Fax: (208) 523-9518
www.holdenlegal.com
rharris@holdenlegal.com

October 12, 2021

RECEIVED

OCT 13 2021

Idaho Department of Water Resources
900 N. Skyline Dr., Ste A
Idaho Falls, ID 83402

Department of Water Resources
Eastern Region

Re: *Transfer Application for Water Right No. 22-11174 file on behalf of Papa Steve LLC.*

Dear Reviewing Agent:

Enclosed for processing is a *Transfer Application* associated with WR 22-11174. Included within the application documents is a *Notice of Change in Water Right Ownership* for this water right. The water right was decreed in August of 1999 to Steve Lunceford. Unfortunately, the water right was decreed in the wrong quarter-quarter section. This transfer corrects the legal description, but also denotes an updated location for the well associated with the water right, as a replacement well was constructed in 2001. A copy of the well driller's log is included with the *Transfer Application* documents.

Also included with the *Transfer Application* documents is a completed *Notice of Change in Water Right Ownership* for WR 22-11174. After this right was decreed to Steve Lunceford, title was transferred to the Lunceford Personal Residence Trust I, where Steve Lunceford is the trustee. Tragically, Steve Lunceford died in a plane crash, and the successor trustee was his son, Richard T. Lunceford. In 2001, Richard T. Lunceford, in his capacity as the trustee of the Lunceford Personal Residence Trust I, conveyed title to the property to Richard's two children, Jamie Smock and Trenton Lunceford. The following day, both of these individuals conveyed their interest in the property to Papa Steve LLC. Please let me know if you have any questions regarding these transactions.

Additionally, for your information, we have included a copy of a record of survey for what was originally 160 acres that split the parcel into two parcels. The parcel to which WR 22-11174 is appurtenant is parcel 2 on the survey map which Teton County has given the parcel number of RP06N45E127205.

85533

Lunceford
October 12, 2021
Page 2 of 2

Finally, we have included a single check for a filing fee totaling \$125.00, \$100 of which is for the transfer and \$25 of which is for the change of ownership. Please let me know if you have any questions or concerns regarding this application.

Best regards,



Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

Enclosures

g:\wpdata\rlh_lunceford\2021-10.12 ltr to idwr.docx

Cefalo, James

From: Cefalo, James
Sent: Friday, November 19, 2021 9:38 AM
To: Rob Harris
Subject: RE: Application for Transfer - Papa Steve LLC

Rob,

Just sending you a quick reminder about the filing fee for the Papa Steve transfer application. The application has been assigned Application No. 85533. The filing fee was short by \$100. As I was reviewing the application, I noticed an error. The proposed point of diversion is physically located in the NESE of Section 12, T06N, R45E. The application describes the POD in the NESE of Section 14. Please email a copy of the corrected page with the change initialed or include the corrected page with the check for the additional filing fee.

James

 IDAHO DEPARTMENT OF
WATER RESOURCES
James Cefalo | Regional Manager
900 N Skyline Drive, Idaho Falls, ID 83402
(208) 525-7161 | www.idwr.idaho.gov

From: Cefalo, James
Sent: Friday, October 29, 2021 11:53 AM
To: Rob Harris <rharris@holdenlegal.com>
Subject: RE: Application for Transfer - Papa Steve LLC

Thanks for the clarification. You are right. Total filing fee for the transfer application would be \$200. Please send in a check for the additional \$100.

From: Rob Harris <rharris@holdenlegal.com>
Sent: Friday, October 29, 2021 11:22 AM
To: Cefalo, James <James.Cefalo@idwr.idaho.gov>
Subject: RE: Application for Transfer - Papa Steve LLC

James:

Thanks for your email. Eich is using the original well, and Papa Steve is using the new well. In my letter, which I just reviewed, I used the term "replacement well" which was not the best choice of words. I apologize for any confusion there. So, I don't think it is an SRBA error because of the new well, but it sounds like I need to submit an additional \$100. Is that correct?

Rob Harris

From: Cefalo, James <James.Cefalo@idwr.idaho.gov>
Sent: Friday, October 29, 2021 9:51 AM
To: Rob Harris <rharris@holdenlegal.com>
Subject: Application for Transfer - Papa Steve LLC

Cefalo, James

From: Cefalo, James
Sent: Friday, October 29, 2021 9:51 AM
To: Rob Harris
Subject: Application for Transfer - Papa Steve LLC

Rob,

I am reviewing the application for transfer you filed on behalf of Papa Steve LLC and have a couple of questions about the application. I spent some time last week reviewing the adjudication records for water right 22-11174. I found that the record supports your argument that the point of diversion and place of use for right 22-11174 were described in the wrong QQ. The original well supplied domestic water to two homes (Lunceford and Eich). Eich owns water right 22-11178 which includes the same error in the POD/POU descriptions. The SRBA claim for water right 22-11174 noted that the point of diversion (domestic well) was shared by the neighbor Eich and included a statement that a new well would be drilled for the Lunceford property at some point in the future. The statement suggested that the Lunceford property (alone) would be served by the new well. It appears the new well was constructed in 2001. The 2001 Well Driller's Report indicates that the domestic well constructed for Lunceford was a new well rather than a replacement well. Is Eich still connected to the original well? Or, are Eich and Papa Steve LLC both served by the new (2001) well? The answer to this question will help me calculate the proper filing fee. If the 2001 well was a replacement well and Papa Steve LLC and Eich are still served by one well, then the filing fee for the transfer application would be \$50 because the application qualifies as an error correction under Section 42-221(O)(8). If, on the other hand, the original well was not abandoned and Eich is still served by the original well, then the filing fee would be \$200 (because there is an additional point of diversion compared to the original system described in the SRBA decree).

The application included a filing fee of \$100. Depending on how the system exists today, we may need to issue a refund of \$50 or you may need to send in a check for \$100.

James

 IDAHO DEPARTMENT OF
WATER RESOURCES
James Cefalo | Regional Manager
900 N Skyline Drive, Idaho Falls, ID 83402
(208) 525-7161 | www.idwr.idaho.gov



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

November 23, 2021

PAPA STEVE LLC
2546 COUNTY RD 308
DURANGO, CO 81303

RE: Transfer No. 85533
Water Right No(s). 22-11174

Dear Applicant:

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the TETON VALLEY NEWS on 12/1/2021 and 12/8/2021. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Christina Henman
Administrative Assistant

CC:
ROBERT L HARRIS
PO BOX 50130
IDAHO FALLS, ID 83405-0130

Henman, Christina

From: Henman, Christina
Sent: Tuesday, November 23, 2021 3:20 PM
To: legalnotices@postregister.com
Subject: Legal Notice for Teton Valley News
Attachments: 85533, 85536 Teton Valley News.docx

LEGAL NOTICE DEPARTMENT
TETON VALLEY NEWS
80 E LITTLE AVE
DRIGGS, ID 83422

RE: Transfer No. 85533, 85536
Water Right No(s). 22-11174, 22-13178

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 12/20/2021. Your cooperation is appreciated.

Thank You,



Christina Henman
Administrative Assistant
IDWR, Eastern Region
900 N Skyline Ste. A
Idaho Falls, ID 83402
Phone: (208) 525-7161

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 85533**

PAPA STEVE LLC, 2546 COUNTY RD 308, DURANGO, CO 81303 has filed Application No. 85533 for changes to the following water rights within TETON County(s): Right No(s). 22-11174; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change point of diversion and place of use. Proposed point of diversion and place of use are in NESE Sec 12 T06N R45E for 0.04 cfs for domestic use from ground water.

TRANSFER NO. 85536

TETON WATER & SEWER CO LLC, 3940 GRAND ST, DRIGGS, ID 83422 has filed Application No. 85536 for changes to the following water rights within TETON County(s): Right No(s). 22-13178; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows:

change point of diversion. The 2 existing points of diversion located in NESE Sec 14 and NWSW Sec 24, T03N R45E will not change. A third point of diversion is proposed for one of the following locations: NESE, NWSW, SESE Sec 14, or NVNW Sec 23, T03N R45E for a total of 1.10 cfs from ground water.

For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 12/20/2021. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 12/1/2021 and 12/8/2021