

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES#2000
\$100

OCT 14 2021

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?
~~1-10554~~	Yes ☒	Yes ☒		Yes ☐	Yes ☐
1-10555	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Watkins Brothers/ Richards Family Trust
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Landmark Properties LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 1855 Madison AVE Idaho Falls Id 83404-1212
Mailing address City State Zip
- 208-881-2269 DRMARKFREEMAN@YAHOO.COM
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
☐ 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):
☐ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] PRESIDENT 10/12/21
Signature of new owner/claimant Title, if applicable Date
MARK FREEMAN
Print name

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

Print name

For IDWR Office Use Only:

Received by AKH Date 10/14/21 Receipt No. EO-47463 Receipt Amt. \$100.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by _____ Date _____

RECORDING REQUESTED BY
First American Title Company

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

Instrument # 1699580
Bonneville County, Idaho Falls, Idaho
09/13/2021 12:57:18 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - IDAHO FALLS
Penny Manning Fee: \$15.00
Ex-Officio Recorder Deputy Dwoolf
Index to: DEED, WARRANTY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **992912-RI (ss)**

Date: **September 09, 2021**

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

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 44 EAST OF THE BOISE MERIDIAN; RUNNING THENCE S00°05'00"E ALONG THE SECTION LINE 1320.00 FEET; THENCE EAST 462.94 FEET; THENCE S18°42'09"E 63.35 FEET; THENCE S56°40'41"E 515.00 FEET; THENCE S87°42'42"E 1190.18 FEET; THENCE S01°58'33"W 30.00 FEET; THENCE S87.42'42"E 10.60 FEET; THENCE N52°49'05"E 567.72 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 26; THENCE S50°12'57"E ALONG SAID SOUTH WESTERLY RIGHT-OF-WAY LINE 634.69 FEET TO THE TRUE POINT OF BEGINNING; RUNNING THENCES50°12'57"E ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE 100.00 FEET; THENCE S49°15'11"W 975.76 FEET TO THE ORDINARY HIGH WATER LINE OF THE SNAKE RIVER' THENCE N65°42'52"W ALONG SAID ORDINARY HIGH WATER LINE 290.10 FEET; THENCE N42°02'27"E 236.34 FEET; THENCE N62°09'03"E 869.23 FEET TO THE TRUE POINT OF BEGINNING.

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

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

Date: 09/09/2021

Warranty Deed
- continued

File No.: 992912-R1 (ss)

Next Phase, LLC, an Idaho limited liability
companyBy: Anthony D. Watkins
Name: Anthony D. Watkins
Title: ManagerSTATE OF Idaho)
SS.
COUNTY OF Bonneville)

On this **Tenth day of September, 2021**, before me, a Notary Public in and for said State, personally appeared **Anthony D. Watkins**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Next Phase, LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that he executed the same in said Limited Liability Company's name.

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

INSTRUMENT NO.	1284365
DATE	12-04-07
INST. CODE	220
PAGES	2
FEES	6.00

QUITCLAIM DEED

FOR VALUE RECEIVED,

ANTHONY D. WATKINS ("Grantor"), does hereby convey, release, remise and forever quitclaim unto NEXT PHASE LLC, an Idaho limited liability company, ("Grantee"), whose address is 1640 Kimberly Road, Twin Falls, ID 83301, all of its right, title and interest, if any, in and to the following described premises located in Bonneville County, Idaho, to-wit:

An undivided one-half (1/2) interest in and to:

Beginning at the West ¼ Corner of Section 21, Township 1 North, Range 44 East of the Boise Meridian; running thence S.00°05'00"E. along the Section line 1320.00 feet; thence East 462.94 feet; then S.18°42'09"E. 63.35 feet; thence S.56°40'41"E. 515.00 feet; thence S.87°42'42"E. 1190.18 feet; thence S.01°58'33"W. 30.00 feet; thence S.87°42'42"E. 10.60 feet; thence N.52°49'05"E. 567.72 feet to the Southwesterly Right-of-Way line of U.S. Highway 26; thence S.50°12'57"E. along said Southwesterly Right-of-Way line 634.69 feet to the TRUE POINT OF BEGINNING; running thence S.50°12'57"E. along said Southwesterly Right-of-Way line 100.00 feet; thence S.49°15'11"W. 975.76 feet to the ordinary high water line of the Snake River; thence N.65°42'52"W. along said ordinary high water line 290.10 feet; thence N.42°02'27"E. 236.34 feet; thence N.62°09'03"E. 869.23 feet to the TRUE POINT OF BEGINNING.

SUBJECT to: existing easements of record.

SUBJECT TO THE FOLLOWING RESTRICTIONS, each of which is a restriction on use running with the land:

1. **Use and Size of Dwelling Structure.** The Property shall be used exclusively for single-family residential purposes. The Property may be improved with no more than one (1) single-family dwelling unit or structure and accessory structures as identified herein. The minimum residence size shall be Three Thousand Five Hundred (3,500) square feet exclusive of garage, with a minimum of Two Thousand (2000) square feet on the main floor (not a basement or partially below grade, but 100% above grade) in the event of a multi-story structure.

2. **No Temporary Structures.** No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) week), shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property for a period not to exceed a total of six (6) months.

3. **Accessory Structures.** Detached garages, storage sheds and garages attached

INSTRUMENT NO.	1284364
DATE	12-04-07
INST. CODE	220
PAGES	2
CHARGES	6.50
STATE OF IDAHO) ss	
COUNTY OF BONNEVILLE)	
I hereby certify that the within instrument was recorded.	
Ronald Loomer, County Recorder	

R. Wolf
Worster

QUITCLAIM DEED

FOR VALUE RECEIVED,

MITCHELL D. WATKINS ("Grantor"), does hereby convey, release, remise and forever quitclaim unto **NEXT PHASE LLC**, an Idaho limited liability company, ("Grantee"), whose address is 1640 Kimberly Road, Twin Falls, ID 83301, all of its right, title and interest, if any, in and to the following described premises located in Bonneville County, Idaho, to-wit:

An undivided one-half (1/2) interest in and to:

Beginning at the West ¼ Corner of Section 21, Township 1 North, Range 44 East of the Boise Meridian; running thence S.00°05'00"E. along the Section line 1320.00 feet; thence East 462.94 feet; then S.18°42'09"E. 63.35 feet; thence S.56°40'41"E. 515.00 feet; thence S.87°42'42"E. 1190.18 feet; thence S.01°58'33"W. 30.00 feet; thence S.87°42'42"E. 10.60 feet; thence N.52°49'05"E. 567.72 feet to the Southwesterly Right-of-Way line of U.S. Highway 26; thence S.50°12'57"E. along said Southwesterly Right-of-Way line 634.69 feet to the TRUE POINT OF BEGINNING; running thence S.50°12'57"E. along said Southwesterly Right-of-Way line 100.00 feet; thence S.49°15'11"W. 975.76 feet to the ordinary high water line of the Snake River; thence N.65°42'52"W. along said ordinary high water line 290.10 feet; thence N.42°02'27"E. 236.34 feet; thence N.62°09'03"E. 869.23 feet to the TRUE POINT OF BEGINNING.

SUBJECT to: existing easements of record.

SUBJECT TO THE FOLLOWING RESTRICTIONS, each of which is a restriction on use running with the land:

1. **Use and Size of Dwelling Structure.** The Property shall be used exclusively for single-family residential purposes. The Property may be improved with no more than one (1) single-family dwelling unit or structure and accessory structures as identified herein. The minimum residence size shall be Three Thousand Five Hundred (3,500) square feet exclusive of garage, with a minimum of Two Thousand (2000) square feet on the main floor (not a basement or partially below grade, but 100% above grade) in the event of a multi-story structure.

2. **No Temporary Structures.** No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) week), shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property for a period not to exceed a total of six (6) months.

3. **Accessory Structures.** Detached garages, storage sheds and garages attached

to the residential structure, patio covers, and detached patio covers, shall be constructed of, and roofed with similar colors and design, as the residential structure on the applicable Building Lot. Other than the primary dwelling, no structure can be used as living quarters or for residential purposes.

4. Setbacks and Height. No residential or other structure (including, without limitation, porches or decks attached to the house but exclusive of fences and similar structures) shall be placed nearer than seventy five feet (75') to the Property lines or within one hundred feet (100') of the ordinary high water line of the Snake River. No structure shall be built higher than permitted by any applicable zoning restriction, by any conditional permit, whichever is more restrictive.

5. No Further Subdivision. The Property may not be further subdivided or otherwise split into additional parcels. Buyer represents and agrees that he, his successors and assigns will not subdivide, split or transfer any portion less than the whole of the Property, which Buyer understands is a material consideration for Seller to agree to sell the Property to Buyer.

To have and to hold the said premises and their appurtenances unto the said Grantee, its successors, and assigns, forever.

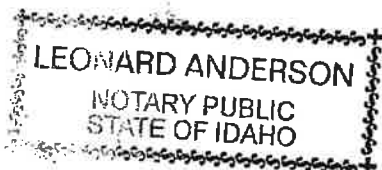
DATED this 23 day of November, 2007.


MITCHELL D. WATKINS

STATE OF IDAHO)
ss.
County of TWIN FALLS)

On this 23 day of NOVEMBER, 2007, before me, a Notary Public for said County and State, personally appeared Mitchell D. Watkins, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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




NOTARY PUBLIC
Residing at 466 Rosewood Dr. T.F., ID
My commission expires 4-22-09

INSTRUMENT NO.	1284363
DATE	12-04-07
INST. CODE	220
PAGES	2
CHARGES	6.00
STATE OF IDAHO	
COUNTY OF BONNEVILLE	
I hereby certify that the within instrument was recorded.	
Ronald L. Lawrence, Clerk	

West. Fitzgerald

QUITCLAIM DEED

FOR VALUE RECEIVED,

WATKINS BROTHERS, LLP ("Grantor"), does hereby convey, release, remise and forever quitclaim unto **Anthony D. Watkins**, ("Grantee"), whose address is 1640 Kimberly Road, Twin Falls, ID 83301, all of its right, title and interest, if any, in and to the following described premises located in Bonneville County, Idaho, to-wit:

An undivided one-half (1/2) interest in and to:

Beginning at the West ¼ Corner of Section 21, Township 1 North, Range 44 East of the Boise Meridian; running thence S.00°05'00"E. along the Section line 1320.00 feet; thence East 462.94 feet; then S.18°42'09"E. 63.35 feet; thence S.56°40'41"E. 515.00 feet; thence S.87°42'42"E. 1190.18 feet; thence S.01°58'33"W. 30.00 feet; thence S.87°42'42"E. 10.60 feet; thence N.52°49'05"E. 567.72 feet to the Southwesterly Right-of-Way line of U.S. Highway 26; thence S.50°12'57"E. along said Southwesterly Right-of-Way line 634.69 feet to the TRUE POINT OF BEGINNING; running thence S.50°12'57"E. along said Southwesterly Right-of-Way line 100.00 feet; thence S.49°15'11"W. 975.76 feet to the ordinary high water line of the Snake River; thence N.65°42'52"W. along said ordinary high water line 290.10 feet; thence N.42°02'27"E. 236.34 feet; thence N.62°09'03"E. 869.23 feet to the TRUE POINT OF BEGINNING.
SUBJECT to: existing easements of record.

SUBJECT TO THE FOLLOWING RESTRICTIONS, each of which is a restriction on use running with the land:

1. **Use and Size of Dwelling Structure.** The Property shall be used exclusively for single-family residential purposes. The Property may be improved with no more than one (1) single-family dwelling unit or structure and accessory structures as identified herein. The minimum residence size shall be Three Thousand Five Hundred (3,500) square feet exclusive of garage, with a minimum of Two Thousand (2000) square feet on the main floor (not a basement or partially below grade, but 100% above grade) in the event of a multi-story structure.

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on the applicable Building Lot. Other than the primary dwelling, no structure can be used as living quarters or for residential purposes.

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To have and to hold the said premises and their appurtenances unto the said Grantees, their successors and assigns, forever.

DATED this 23 day of November, 2007.

WATKINS BROTHERS, LLP

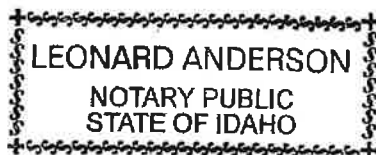
By: Mitch Watkins
MITCHELL D. WATKINS, Partner

By: Anthony D. Watkins
ANTHONY D. WATKINS, Partner

STATE OF IDAHO)
ss.
County of TWIN FALLS)

On this 23 day of NOVEMBER, 2007, before me, a Notary Public for said County and State, personally appeared Mitchell D. Watkins and Anthony D. Watkins, Partners of Watkins Brothers, LLP, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Rebecca Anderson
NOTARY PUBLIC
Residing at 466 ROSEWOOD DR. T.F. ID
My commission expires 4-22-09

INSTRUMENT NO.	1284362
DATE	12-04-07
INST. CODE	220
PAGES	2
FEE	6.00
STATE OF IDAHO) ss	
COUNTY OF BONNEVILLE)	
I hereby certify that the within	
instrument was recorded.	
Ronald Longshore, County Clerk	

Worst, Fitzgerald

QUITCLAIM DEED

FOR VALUE RECEIVED,

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To have and to hold the said premises and their appurtenances unto the said Grantees, their successors and assigns, forever.

DATED this 23 day of November, 2007.

WATKINS BROTHERS, LLP

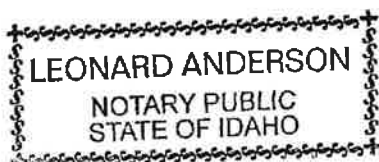
By: Mitchell D. Watkins
MITCHELL D. WATKINS, Partner

By: Anthony D. Watkins
ANTHONY D. WATKINS, Partner

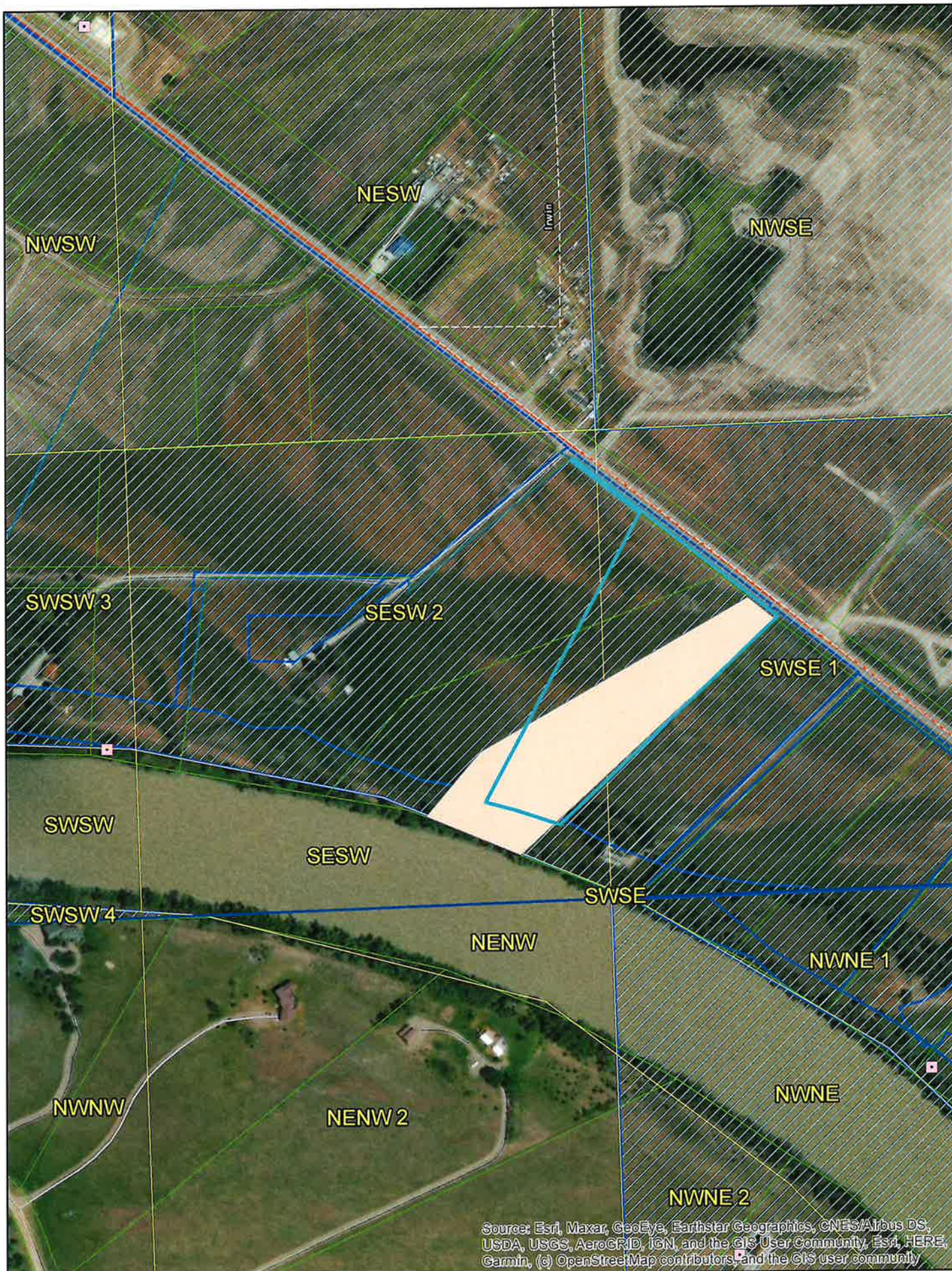
STATE OF IDAHO)
ss.
County of TWIN FALLS)

On this 23 day of NOVEMBER, 2007, before me, a Notary Public for said County and State, personally appeared Mitchell D. Watkins and Anthony D. Watkins, Partners of Watkins Brothers, LLP, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Leonard Anderson
NOTARY PUBLIC
Residing at 466 ROSEWOOD DR. T.F., ID.
My commission expires 4-22-09



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



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

October 28, 2021

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

Re: Change in Ownership for Water Right No(s): 1-10555

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Please note there was an error in the split complete in 2006. Because of the error a split for this ownership change was not required, therefore you are entitled to a partial refund. The water rights have been updated. Please review the memo attached.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

This letter is also being sent to other interested water right users associated with the 2006 split for informational purposes.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 01
THE DANIEL W RICHARDS & JUDY K RICHARDS FAMILY TRUST
WOLF COMBO & THOMPSON

MEMORANDUM

DATE: October 22, 2021

RE: Change of Ownership 1-10555 (Landmark Properties LLC)

Correction for 2006 Ownership Change

On October 14, 2021 an ownership change for water right 1-10555 was received. During the review of the ownership change an error in the previous ownership change found. Because of the error the ownership change was filed a split and a \$100.00 fee was submitted, however if the previous split would have been completed correctly a split would not have been required. Therefore the applicant will be entitled to a refund of \$75.00.

Original split proof reports and maps attached and corrected split proof reports and maps are attached.

23-11266	2006 split	
Richards (1-10554)	Watkins (1-10555)	Total
13.8 acres	6.7 acres	20.5 acres
0.32 cfs	0.16 cfs	0.48 cfs

23-11266	2021 correction	
Richards (1-10554)	Watkins (1-10555)	Total
16.5 acres	4 acres	20.5 acres
0.39 cfs	0.09 cfs	0.48 cfs

Please find attached all the Original Proof Reports, Evidence supporting the changes, updated proof reports.