

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

MAR 12 2021

Notice of Change in Water Right Ownership Department of Water Resource
Eastern Region

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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
21-7360 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
21-13269 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
21-13270 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Shovelback Holdings LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Alpenglow Red Rock LLC
New owner(s) as listed on the conveyance document
- Name connector ☐ and ☐ or ☐ and/or
- c/o Chase Becker, 6744 Patrick Dr Dallas TX 75214
Mailing address City State ZIP
- 817-917-2600
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 12/23/2020

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

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] Managing Partner 01/04/2021
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by JB Date 3/12/2021 Receipt No. E0416718 Receipt Amt. \$125 -
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by JB Processed by JB Date 3/23/2021



Instrument No. 583913
23 Day Dec 2020
At 03 O'Clock 34 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$15.00
EL Deputy
Recorded at Request of
Alliance Title - Rexburg Office

AFTER RECORDING RETURN TO:

Alpenglow Red Rock, LLC
c/o Jared B. Black, Esq.
Black Law Group PLLC
8418 E. Chama Road
Scottsdale, AZ 85255

SPECIAL WARRANTY DEED

Shovelback Holdings, LLC, an Idaho limited liability company ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, SELLS, and CONVEYS unto Alpenglow Red Rock, LLC, a Delaware limited liability company ("**Grantee**"), whose address is 6744 Patrick Drive, Dallas, TX 75214-2530, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, that certain tract of real property located in Fremont County, Idaho, containing 11.3 acres of land, more or less, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all rights of Grantor whatsoever relating to such tract of real property, including (i) all of Grantor's right, title, and interest in and to adjacent streets, alleys, rights-of-way, privileges, easements, interests and appurtenances thereto, (ii) any improvements situated thereon, and (iii) all of Grantor's right, title, and interest, if any, in and to all leases, permits, licenses, authorizations, permissions, no action letters or similar assurances and governmental approvals that relate exclusively to such tract of real property or the development thereof (hereinafter collectively referred to as the "**Property**").

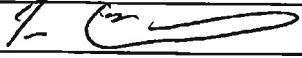
This conveyance is made and accepted subject to existing liens and encumbrances of record and the exceptions, items, and matters described on **Exhibit B** attached hereto, and incorporated herein by reference, to the extent the same are valid and subsisting and affect title to the property conveyed hereby and the restrictive covenant set forth below (the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns, to WARRANT and FOREVER DEFEND, subject to the Permitted Exceptions, all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED TO BE EFFECTIVE as of December 23, 2020.

SHOVELBACK HOLDINGS, LLC

Trever Einerson

By: 

Its: Manager

STATE OF IDAHO

COUNTY OF Madison

ss

On this 2nd day of December, 2020, before me, the undersigned, a Notary Public, personally appeared Trever Einerson in his capacity as Manager of Shovelback Holdings, LLC, an Idaho limited liability company, known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that said limited liability company executed the same.


Notary Public for Idaho

Residing at:

Commission Expires:
(Seal)

Residing in Idaho Falls, ID
Commission Expires 06-11-2025

HEATHER LEA ERICKSON
Notary Public
State of Idaho
Commission #50139

EXHIBIT A

Legal Description

Parcel 1:

Beginning at a point 30 feet East of the Southwest corner of the Southwest Quarter of Section 20, Township 15 North, Range 43 East, Boise Meridian, Fremont County, Idaho, and running thence North 544.5 feet; thence East 400 feet; thence South 544.5 feet; thence West 400 feet to the POINT OF BEGINNING.

LESS right of way for County Road along the South side.

ALSO EXCEPTING THEREFROM: Any house trailer or mobile home standing on the premises.

Parcel 2:

Lot 19 of Fisher Pointe at Sawtell Meadows, being an Amendment of Sawtell Meadows Subdivision recorded as Instrument No. 486600, Fremont County, Idaho.

ALSO EXCEPTING THEREFROM: Any house trailer or mobile home standing on the premises.

EXHIBIT B

Permitted Exceptions

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
12. Liens, levies and assessments of the Fall River Rural Electric Cooperative, Inc., an Idaho Rural Electric Cooperative, together with rights, powers and easements of said cooperative.
13. Liens, levies and assessments of the Fisher Pointe Homeowners Association.
14. Ditch, road and public utility easements as the same may exist over said premises.
15. Rights of the public in and to that portion of the premises lying within Red Rock Road.
16. Easements, reservations, notes and/or dedications as shown on the official plat of Fisher Point at Sawtell Meadows.
17. The provisions contained in Easement Agreement,
- Recorded: March 5, 1975,
Instrument No.: 338699.
As follows: As to a 30 feet wide road easement.
18. An easement for the purpose shown below and rights incidental thereto as set forth in document:
- Granted To: Lola Webster
Purpose: Road right of way
Recorded: March 11, 1975
Instrument No.: 338755
19. An easement for the purpose shown below and rights incidental thereto as set forth in document:
- Granted To: Fall River Rural Electric Cooperative, Inc.
Purpose: Public Utilities
Recorded: March 5, 1979
Instrument No.: 358458
20. An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted To: Fall River Rural Electric Cooperative, Inc.
Purpose: Public Utilities
Recorded: October 2, 1985

21. An easement for the purpose shown below and rights incidental thereto as set forth in document: Granted To: Mountain States Telephone and Telegraph Company

Purpose: Public Utilities
Recorded: July 25, 1989
Instrument No.: 410833

Assignment and Assumption of Right of Way: Grantor: U.S. West Communications Inc.
Grantee Fremont Telcom Company
Recorded: December 13, 1996
Instrument No. 444182

22. An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted To: Sawtell Meadows Subdivision
Purpose: Public Utilities
Recorded: September 2, 2003
Instrument No.: 483460

23. The provisions contained in Petition to Disclaim Interest,

Recorded: September 24, 2003,
Instrument No.: 483993.

24. The provisions contained in Release and Discharge,

Recorded: June 13, 2017,
Instrument No.: 563879
Parcel 2

25. Agreement and the terms and conditions contained therein Between: Fall River Rural Electric Cooperative, Inc. and: Red Rock RV Trever Einerson

Purpose: Agreement for Electric Service
Recorded: March 16, 2018 Instrument No.: 567782 Parcel 2

27. The land described herein shall not be deemed to include any house trailer or mobile home standing on the premises.

29. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Granted To: Shovelback Holdings, LLC, an Idaho limited liability company Purpose:
Grant of Easement
Recorded: October 23, 2018
Instrument No.: 571152

An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Granted To: Shovelback Holdings, LLC an Idaho limited liability company
Purpose: Amended and Corrected Grant of Easement
Recorded: October 23, 2018 Instrument No.: 571167

AFTER RECORDING RETURN TO:

Alpenglow Red Rock, LLC
Jared B. Black, Esq.
Black Law Group PLLC
8418 E. Chama Road
Scottsdale, AZ 85255

SPECIAL WARRANTY DEED

Shovelback Holdings, LLC, an Idaho limited liability company ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, SELLS, and CONVEYS unto Alpenglow Red Rock, LLC, a Delaware limited liability company ("**Grantee**"), whose address is 6744 Patrick Drive, Dallas, TX 75214-2530, that certain tract of real property located in Fremont County, Idaho, containing 11.040 acres of land, more or less, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all rights of Grantor whatsoever relating to such tract of real property, including (i) all of Grantor's right, title, and interest in and to adjacent streets, alleys, rights-of-way, privileges, easements, interests and appurtenances thereto, (ii) any improvements situated thereon, and (iii) all of Grantor's right, title, and interest, if any, in and to all leases, permits, licenses, authorizations, permissions, no action letters or similar assurances and governmental approvals that relate exclusively to such tract of real property or the development thereof (hereinafter collectively referred to as the "**Property**").

This conveyance is made and accepted subject to existing liens and encumbrances of record and the exceptions, items, and matters described on **Exhibit B** attached hereto, and incorporated herein by reference, to the extent the same are valid and subsisting and affect title to the property conveyed hereby and the restrictive covenant set forth below (the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns, to WARRANT and FOREVER DEFEND, subject to the Permitted Exceptions, all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED TO BE EFFECTIVE as of December 23, 2020.

519581

AFTER RECORDING RETURN TO:

Alpenglow Red Rock, LLC
Jared B. Black, Esq.
Black Law Group PLLC
8418 E. Chama Road
Scottsdale, AZ 85255

Recorded Electronically

ID

583912

County

Fremont

Date

12-23-20

Time

3:33pm

SPECIAL WARRANTY DEED

Shovelback Holdings, LLC, an Idaho limited liability company ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, SELLS, and CONVEYS unto Alpenglow Red Rock, LLC, a Delaware limited liability company ("**Grantee**"), whose address is 6744 Patrick Drive, Dallas, TX 75214-2530, that certain tract of real property located in Fremont County, Idaho, containing 11.040 acres of land, more or less, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all rights of Grantor whatsoever relating to such tract of real property, including (i) all of Grantor's right, title, and interest in and to adjacent streets, alleys, rights-of-way, privileges, easements, interests and appurtenances thereto, (ii) any improvements situated thereon, and (iii) all of Grantor's right, title, and interest, if any, in and to all leases, permits, licenses, authorizations, permissions, no action letters or similar assurances and governmental approvals that relate exclusively to such tract of real property or the development thereof (hereinafter collectively referred to as the "**Property**").

This conveyance is made and accepted subject to existing liens and encumbrances of record and the exceptions, items, and matters described on **Exhibit B** attached hereto, and incorporated herein by reference, to the extent the same are valid and subsisting and affect title to the property conveyed hereby and the restrictive covenant set forth below (the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns, to WARRANT and FOREVER DEFEND, subject to the Permitted Exceptions, all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED TO BE EFFECTIVE as of December 23, 2020.

SHOVELBACK HOLDINGS, LLC

Trever Einerson

By: Trever Einerson

Its: Manager

STATE OF IDAHO

COUNTY OF Madison

SS

On this 22nd day of December, 2020, before me, the undersigned, a Notary Public, personally appeared Trever Einerson in his capacity as Manager of Shovelback Holdings, LLC, an *Idaho limited liability company*, known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that said limited liability company executed the same.



Notary Public for Idaho

Residing at:

Commission Expires: Residing in Idaho Falls, ID
(Seal) Commission Expires 06-11-2025

HEATHER LEA ERICKSON
Notary Public
State of Idaho
Commission #50139

EXHIBIT A

Legal Description

The following real property situated in Fremont County, Idaho, to wit:

Lots 18 and 20 of Fisher Pointe at Sawtell Meadows, being an amendment of Sawtell Meadows Subdivision, recorded as Instrument No. 486600, Fremont County, Idaho.

EXHIBIT B

Permitted Exceptions

12. Liens, levies and assessments of the Fisher Pointe Homeowners Association, Inc.
13. Right of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
14. Ditch, road and public utility easements as the same may exist over said premises.
15. Easements, reservations, notes and/or dedications as shown on the official plat of Fisher Pointe at Sawtell Meadows
16. The provisions contained in Easement Agreement,

Recorded: March 5, 1975,
Instrument No.: 338699.
As follows: As to a 30 feet wide road easement.
17. An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted To: Lola Webster
Purpose: Public Utilities
Recorded: March 11, 1975
Instrument No.: 338755
18. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Granted To: Fall River Rural Electric Cooperative, Inc.
Purpose: Existing roadways in Southeast Quarter Southeast Quarter Section 20 and Southwest Quarter Southwest Quarter Section 21
Recorded: March 5, 1979
Instrument No.: 358458
19. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Granted To: Mountain States Telephone and Telegraph Company
Purpose: Telephone lines over existing roadways in Southeast Quarter Southeast Quarter Section 20 and Southwest Quarter Southwest Quarter Section 21.
Recorded: July 25, 1989
Instrument No.: 410833
Assignment and Assumption of Right of Way from U.S. West Communications Inc. to Fremont Telcom Company recorded December 13, 1996, as Instrument No. 444182.
20. An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted To: Sawtell Meadows Subdivision
Purpose: Public Utilities
Recorded: September 2, 2003
Instrument No.: 483460

21. The provisions contained in Petition to Disclaim Interest,

Recorded: September 24, 2003,
Instrument No.: 483993.

22. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: October 30, 2006 Instrument No.: 506338

23. The provisions contained in Release and Discharge,

Recorded: September 29, 2020,
Instrument No.: 581946.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

March 23, 2021

ALPENGLOW RED ROCK LLC
6744 PATRICK DR
DALLAS TX 75214-2530

Re: Change in Ownership for Water Right No(s): 21-7360, 21-13269 & 21-13270

Dear Water Right Holder(s):

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

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

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

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

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)