

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
FEB 03 2020
DEPT OF WATER RESOURCES
SOUTHERN 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?
72-219A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
72-219C	Yes ☐	Yes ☐		Yes ☐	Yes ☐
*Duplicate	Yes ☐	Yes ☐		Yes ☐	Yes ☐
Filing*	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: EAST FORK LAND & CATTLE LLC
3. New Owner(s)/Claimant(s): J & J IDAHO HOLDINGS LP JEFFREY R. CHAPMAN
Name of current water right holder/claimant
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 340 Jolly School Rd WASHINGTON PA 15301
Mailing address City State ZIP
- 412-217-7349 JEFFC@CHAPMANCORPORATION.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: December 20, 2019
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: Jeffrey R. Chapman 1/27/20
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by SG Date 2/3/20 Receipt No. 5037743 Receipt Amt. \$50.00
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by _____ Processed by bm Date 2/5/2020

SUPPORT DATA

IN FILE # 72-219A

Returned / Duplicate Filing

WARRANTY DEED

East Fork Land & Cattle, LLC, *an Idaho limited liability company*, c/o Debra B. Saye, 11166 Tottenham Road, Chappell Hill, Texas 77426 (Grantor), for and in consideration of) and other good and valuable consideration, hereby transfers, grants, conveys, and warrants unto **J & J Idaho Holdings, LP**, *a Pennsylvania limited partnership*, c/o Jeffrey R. Chapman, 340 Jolly School Road, Washington, Pennsylvania 15301 (Grantee), all of Grantor's right, title, and interest whatsoever in the following described real property located in Custer County, Idaho, to wit:

See attached Exhibit A.

Together with: All and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the said property, as well in law as in equity.

Also together with all buildings, fixtures, standing timber, water shares, storage water, ditches and ditch rights, and existing wells and well rights, easements, tenements, hereditaments, and appurtenances thereto. Nothing in the preceding sentence shall be deemed in any way to limit the conveyance by Grantor to Grantee pursuant to this instrument.

Also together with all water rights appurtenant to the real property described in Exhibit A, including without limitation water rights nos. 72-219A, 72-219B, 72-219C, and 72-10343, as shown on the records of the Idaho Department of Water Resources. Nothing in the preceding sentence shall be deemed in any way to limit the water rights conveyed by Grantor to Grantee pursuant to this instrument.

Subject to: All easements, encumbrances, rights of way, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, all facts and circumstances that would be revealed by inspection of the property of inquiry of persons in possession thereof, and payment of present year's property taxes, which are an accruing lien not yet due.

Grantor, for itself, its heirs, successors, and assigns, warrants and represents as follows:

Grantor is the owner of the interest described in this Warranty Deed and has the legal right to convey its interest to Grantee.

The property described in this deed is free from all liens, encumbrances, and defects in title, except as otherwise shown in this deed or of record.

Grantor will forever warrant and defend the quiet and peaceful possession of the property granted by this deed to Grantee, its successors in interest, heirs, and assigns against all lawful claims.

Date: _____, 20____.

EAST FORK LAND & CATTLE, LLC

Debra B. Saye, member
By: Debra B. Saye, Member

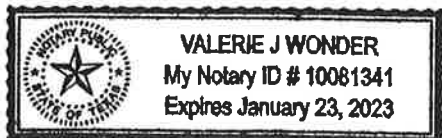
Connor B. Saye, member
By: Connor B. Saye, Member

Acknowledgment

State of TEXAS
County of Washington ss.

On this 20th day of December, 2019, before me, the undersigned, a notary public, personally appeared Debra B. Saye in her capacity as member of East Fork Land & Cattle, LLC, an Idaho limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said limited liability company executed the same.

Valerie J. Wonder
Notary Public
Residing at: Chappell Hill Bank 5060 Main St. Chappell Hill TX.
My commission expires: 1-23-23
(Seal)



Acknowledgment

State of TEXAS
County of Washington SS.

On this 20th day of December, 2019, before me, the undersigned, a notary public, personally appeared Connor B. Saye in his capacity as member of East Fork Land & Cattle, LLC, *an Idaho limited liability company*, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said limited liability company executed the same.

Valerie J. Wonder

Notary Public

Residing at: Chappell Hill Bank, 5060 MAIN ST. Chappell Hill, TX 77426
My commission expires: 1-23-23

(Seal)

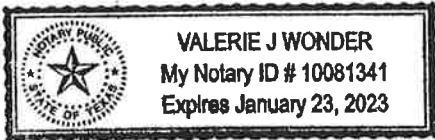


Exhibit A

The following real property located in Custer County, Idaho, as more specifically described:

TOWNSHIP 8 NORTH, RANGE 17 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.

SECTION 4: LOT 4

SECTION 5: LOTS 1 AND 2

TOWNSHIP 9 NORTH, RANGE 17 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.

SECTION 33: $W\frac{1}{2}E\frac{1}{2}$ AND THE $W\frac{1}{2}$.

CUSTER COUNTY TITLE, INC.
P.O. Box 370
724 EAST MAIN AVENUE
Challis, ID 83226
208- 879-4424
208- 879-5249 FAX
cctitle@custertel.net

COPY

December 30, 2019

Order No. 13422: East Fork Land & Cattle, LLC-J & J Idaho Holdings, LP

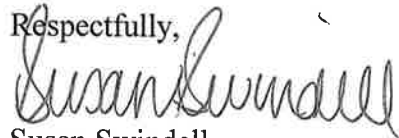
J & J Idaho Holdings, LP
ATTN: Jeffrey Chapman and Joan Chapman
340 Jolly School Road
Washington, PA 15301

Dear Jeffrey and Joan,

Please find enclosed signed copies of the closing documents regarding the above mentioned order for your records. Your final title policy and original recorded Warranty Deed will follow at a later date.

If you have any questions, please do not hesitate to call.

Respectfully,



Susan Swindell

enc.

SELLER AFFIDAVIT

Order No: 13422

Date: December 30, 2019

State of Idaho
County of Custer

Subject Property:

TOWNSHIP 8 NORTH, RANGE 17 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.
SECTION 4: LOT 4
SECTION 5: LOTS 1 AND 2

TOWNSHIP 9 NORTH, RANGE 17 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.
SECTION 33: W $\frac{1}{2}$ E $\frac{1}{2}$ AND THE W $\frac{1}{2}$.

Before me, the undersigned authority on this day personally appeared

EAST FORK LAND & CATTLE, LLC.
BY: CONNOR B. SAYE, MEMBER

EAST FORK LAND & CATTLE, LLC.
BY: DEBRA B. SAYE, MEMBER

personally known to me to be the person whose name is subscribed hereto and upon his/her/their oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him/her/them, and that the marital status of Affiant has not changed since the day of acquisition of said property and represents to the purchaser, lender and/or First American Title Insurance Company in this transaction that there are:

DBS
CBA
1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennas, carpeting, rugs, lawn sprinkling systems, blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise, other than items being paid through this transaction, except the following:

Name of Secured Party

none

Approximate Amount

\$ 0

Initials

DBS
CBA
2. No loans or liens (including Federal or State Liens, Judgment Liens, Child Support Liens or Medical Assistance Liens) and no unpaid governmental or association taxes or assessments of any kind on such property, other than items being paid through this transaction, except the following:

Name of Creditor

none

Approximate Amount

\$ 0

Initials

3. All labor and material used in the construction or improvements on the described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied. In addition, all appropriate building permits have been obtained for the original structure and any additions or remodeling.

True (X) False ()

4. Has anyone other than the seller/s been in possession of the described property?
Yes () No (X)

If yes, Option to Purchase () Lease () Contract for Deed ()

5. No Assistance has been provided to the undersigned or any of their legal dependents and no application for assistance has been made in the last 31 days to the County, nor will the same be made by the undersigned pursuant to Idaho Code 31-3504.

INDEMNITY: I agree to pay on demand to the purchasers, lender and/or First American Title Insurance Company in this transaction, their successors and assigns, all amounts secured by any and all liens not shown above, together with all costs, losses and attorney's fees that said parties may incur in connection with such unmentioned liens and not shown in accompanying commitment. Provided said liens either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception date prior to the consummation of this transaction.

I realize that the purchaser, lender and/or First American Title Insurance Company in this transaction are relying on the representations contained herein in purchasing same, lending money, insuring title thereon and would not purchase same, lend money or issue title insurance unless said representations were made. If seller or borrower is an entity, I have authority to sign on its behalf.

Connor B. Saye, member
EAST FORK LAND & CATTLE, LLC.

BY: CONNOR B. SAYE, MEMBER SELLER

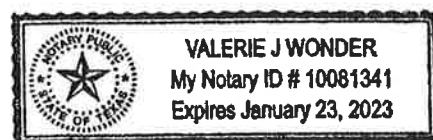
Debra B. Saye, member
EAST FORK LAND & CATTLE, LLC.

BY: DEBRA B. SAYE, MEMBER

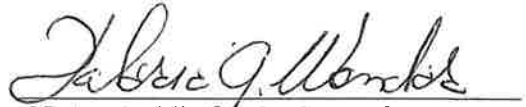
On this 20th day of December, 2019, before me, the undersigned, a notary public, personally appeared Connor B. Saye in his capacity as member of East Fork Land & Cattle, LLC, an Idaho limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said limited liability company executed the same.

Valerie J. Wonder

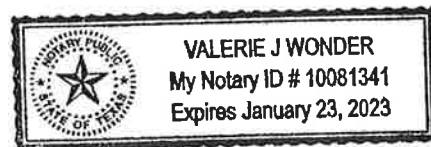
Notary Public for the State of
Residing at: 5060 Main St, Chappell Hill, Tx
Commission Expires: 1/23/23



On this 20th day of December, 2019, before me, the undersigned, a notary public, personally appeared Debra B. Saye in her capacity as member of East Fork Land & Cattle, LLC, *an Idaho limited liability company*, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said limited liability company executed the same.



Notary Public for the State of
Residing at: 5260 Main St. Chappell Hill, TX
Commission Expires: 1.23.23





State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

February 5, 2020

J & J IDAHO HOLDINGS LP
JEFFREY R CHAPMAN
340 JOLLY SCHOOL RD
WASHINGTON PA 15301

Re: Change in Ownership Water Right No(s): 72-219A & 72-219C

Dear Mr. Chapman:

The Idaho Department of Water Resources (Department) is returning the Notice of Change in Water Right Ownership received from you on February 3, 2020. As noted in our e-mail correspondence yesterday, it was discovered that this was a duplicate filing of the Notice. Attorney John Nobbs had previously submitted the Notice with the necessary documentation and filing fees.

A refund request in the amount of \$50.00 has been submitted to our fiscal department. Upon processing, the refund will be sent to you under separate cover.

Thank you in advance. If you have any questions regarding this matter, please contact me at (208) 293-9908.

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

Idaho Department of Water Resources Receipt

Receipt ID: S037743

Payment Amount	\$50.00	Date Received	2/3/2020	Region	SOUTHERN
Payment Type	Check	Check Number	505		
Payer	J&J IDAHO HOLDINGS LP				
Comments	CHANGE OF OWNERSHIP FROM: EAST FORK LAND & CATTLE LLC TO: J&J IDAHO HOLDINGS, LP, (2) WR#72-219A, 72-219C				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$50.00	OWNERSHIP CHANGES/SECURITY INTERESTS	64140	0229	21		1155



Signature Line (Department Representative)

Ownership Change: 72-219A & 72-219C

Duplicate filing. Ownership change was received from attorney John Nobbs 1/17/2020, (S037705). Processed 1/30/2020.

Please issue a \$50 refund to:

J & J Idaho Holdings LP
Jeffrey R Chapman
340 Jolly School Rd
Washington, PA 15301
(412) 217-7349

Handwritten in blue ink:
JRM
2-4-2020