

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

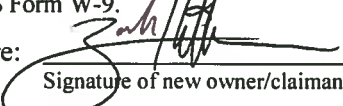
RECEIVED
MAY 09 2018
Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
21-7376	Yes ☒	Yes ☐		Yes ☐	Yes ☐
<u>21-7376</u>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
<u>21-7376 21-13255</u>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Boyd Yancey
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Big Sands LLC
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- | | | | |
|---------------------|----------------------------|-----------|--------------|
| <u>1725 E 500 N</u> | <u>St Anthony</u> | <u>ID</u> | <u>83445</u> |
| Mailing address | City | State | ZIP |
| <u>208-313-5023</u> | <u>zkhillman@gmail.com</u> | | |
| 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: July 2016
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:   5/9/18
 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  Date 5-9-2018 Receipt No. E043988 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 5/14/2018

Microfilm No. **562543**
4th Day of **MARCH** 20**17**
At **8:38** O'Clock **P.M.**
ABBIE MACE
FREMONT CO RECORDER
Fee \$ **10** - **21** Deputy
Recorded at Request of
Lacey Hillman

QUITCLAIM DEED

FOR VALUE RECEIVED,

Zachary Hillman and Lacey Hillman

do(es) hereby convey, release, remise and forever quitclaim unto

Big Sands, LLC

whose current address is:

133 E Main St Rexburg ID 83440
the following described premises:

Commencing at the Southeast Corner of the Southwest Quarter of the Southwest Quarter, a point 1310 feet East of the Southwest Corner of Section 2, Township 7 North, Range 39 East, Boise Meridian, Fremont County, Idaho, and running thence East 770 feet; thence North 2654.9 feet more or less to the North line of the Southwest Quarter, thence West 770 feet; thence South 2654.9 feet more or less; to the point of beginning.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

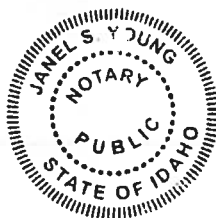
Dated: *3/9/17*

[Signature] *3/9/17*
Lacey Hillman

State of Idaho }
County of *Madison* } ss.

On this *9* day of *March*, in the year 2017, before me, a Notary Public in and for said state, personally appeared
Zachary Hillman and
Lacey Hillman
known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that executed the same.

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



Janel S. Young
Notary Public for the State of Idaho
Residing at: *Sugar Hill*
Commission Expires: *3-10-18*

ALLIANCE TITLE & ESCROW
130 EAST MAIN
REXBURG, ID 83440

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:318727

Instrument No. 559329
29 Day Jul 2016
At 03 O'Clock 51 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$10.00
EL Deputy
Recorded at Request of
Alliance Title - Rexburg Office

FOR VALUE RECEIVED

R & R Miller Properties Limited Liability Company

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

Zachary Hillman and Lacey Hillman husband and wife

whose current address is

**1725 S 500 N
Saint Anthony, ID 83445**

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

Commencing at the Southeast Corner of the Southwest Quarter of the Southwest Quarter, a point 1310 feet East of the Southwest Corner of Section 2, Township 7 North, Range 39 East, Boise Meridian, Fremont County, Idaho, and running thence East 770 feet; thence North 2654.9 feet more or less to the North line of the Southwest Quarter, thence West 770 feet; thence South 2654.9 feet more or less; to the point of beginning.

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

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

Dated: July 27, 2016

R & R Miller Properties Limited Liability Company



Ralph Miller, Manager


State of ID} ss
County of Madison}

On this 28 day of July, 2016, before me, the undersigned, a Notary Public in and for said state, personally appeared Ralph Miller, known or identified to me to be the Managing Member in the Limited Liability Company known as R & R Miller Properties, LLC who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

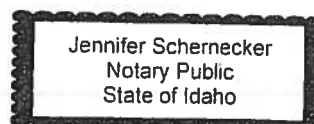
** Regena Miller*

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



the undersigned
Notary Public for the State of ID

Residing in Rngby, ID
Commission Expires 7-15-2021



ALLIANCE TITLE & ESCROW CORP
130 E. MAIN STREET
REXBURG, ID 83406

Easement and Water Use Agreement

Instrument No. 534006
26 Day May 2011
At 10 O'Clock 14 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$13.00
JF Deputy
Recorded at Request of
Alliance Title - Rexburg

304112055890

This agreement entered into by and between Boyd Yancey & Shirley Yancey Revocable Living Trust (Party One); and R & R Miller Properties, Limited Liability Company (Party Two);

WHEREAS, Party One is the owner of the following described real estate, to-wit:

Commencing at a point 2866 feet East of the Southwest corner of Section 2, Township 7 North, Range 39 East, Boise Meridian, Fremont county, Idaho, running East 786 feet, thence North 2640 feet, thence West 786 feet, thence South 2640 feet to the point of beginning.

Less that portion of the above described property deeded to the St. Anthony Union Canal Company as described in Instrument No. 294630.

WHEREAS, Party Two is the owner of the following described real estate, to wit:

TRACT 2: Commencing at the Southeast corner of the Southwest Quarter of the Southwest Quarter, a point 1310 feet East of the Southwest corner of Section 2, Township 7 North, Range 39 East, Boise Meridian, Fremont County, Idaho, and running thence East 770 feet; thence North 2654.9 feet more or less to the North line of the Southwest Quarter, thence West 770 feet; thence South 2654.9 feet more or less; to the point of beginning.

WHEREAS, the tracts adjoin each other and the parties wish to enter into an agreement whereby Party One will supply water from a well located on the above described real estate owned by Party One. The well will supply water to an irrigation system that will irrigate the farm ground on both tracts of the above described real estate;

WHEREAS, it is the intention of the parties that Party Two be granted a permanent and perpetual easement to maintain, repair, replace, remove, and use the irrigation system to water its crops as necessary across Party One's property;

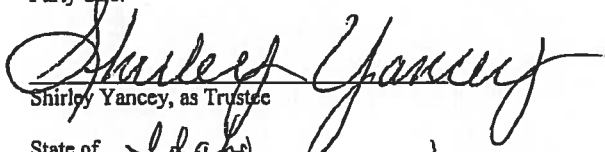
NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Party One conveys to Party Two:

1. A permanent and perpetual easement to maintain repairs, replace, remove, and use the irrigation system installed by Party Two to water its crops across Party One's property including rights of ingress and egress to service, maintain and repair the irrigation system. This easement shall run with the land and shall be permanent in nature.

2. The right to use the water produced by Party One's irrigation well in the irrigation system is to water its crops in the normal course of irrigation.

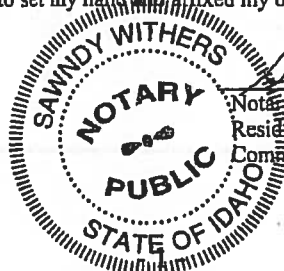
IN WITNESS WHEREOF, the parties sign this easement on May 20, 2011

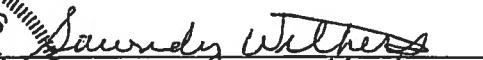
Party One:


Shirley Yancey, as Trustee
State of Idaho }
County of Fremont } ss.

On this 23 day of May, 2011, before me, a Notary Public in and for said state, personally appeared Shirley Yancey known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Boyd & Shirley Yancey Revocable Living Trust, and acknowledged to me that she executed the same as Trustee.

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 for the State of Idaho
Residing at: Fremont County
Commission Expires: 12/22/11

Party Two:

534006

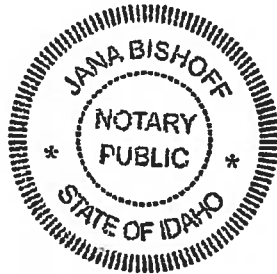
Ralph Miller
R & R Miller Properties, Limited Liability Company
By: Ralph Miller—Manager

Regena Miller
R & R Miller Properties, Limited Liability Company
By: Regena Miller—Manager

State of Idaho }
County of Madison } ss.
}

On this 20²⁵ day of May, 2011, before me, a Notary Public in and for said state, personally appeared Ralph Miller & Regena Miller, known or identified to me to be the Managing Members in the Limited Liability Company known as R & R Miller Properties, Limited Liability Company, who executed the foregoing instrument, and acknowledged to me that they executed the same in said LLC name.

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



Jana Bishoff
Notary Public for the State of
Residing at:
Commission Expires:

Residing in Fremont County
Commission Expires: 6-21-2011



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 14, 2018

BIG SANDS LLC
1725 E 500 N
ST ANTHONY ID 83445

RE: Change of Ownership for Water Rights 21-7376 (Split into 21-7376 & 21-13255)

Dear Water Right Holder:

The department acknowledges receipt of correspondence changing ownership and splitting the above referenced water right. The department has modified its records to reflect the changes and has enclosed computer-generated reports for your records.

Your portion of the water right has a specified point of diversion, nature of use and place of use. If you plan on changing any of these, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. If you do not plan on changing any items on your water right, then no further action is required at this time.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosures

cc: Boyd Yancey
Water District 100
Henrys Fork Ground Water District