

RECEIVED

JUL 25 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

JUL 14 2022

DEPARTMENT OF
WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources
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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
23-16A ✓	Yes ☒	Yes ☒	23-11531	Yes ☐	Yes ☐
23-48D ✓	Yes ☒	Yes ☒	23-11532	Yes ☐	Yes ☐
23-98D ✓	Yes ☒	Yes ☒	23-11533	Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: South Fork Meadows LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): O & L Investment Co LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 501 S Woodruff Ave
Mailing address
208.522.6271
Telephone
- Idaho Falls
City
gjattimore@hotmail.com
Email
- ID 83401
State Zip
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: 2004
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.

SUPPORT DATA

IN FILE # 23-16A

8. Signature: Gary Lattimore Owner 6/21/2022
 Signature of new owner/claimant Title, if applicable Date
 Gary Lattimore
 Print name

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

 Print name

For IDWR Office Use Only:

Received by m petter Date 7-14-22 Receipt No. E048319 Receipt Amt. 300.00
 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 gmk Date 12-30-24

PTC 2015037139

Instrument # 1498070
IDAHO FALLS, BONNEVILLE, IDAHO
2015-05-20 11:50:41 AM No. of Pages: 4
Recorded for: PIONEER TITLE CO OF BONNEVILLE
RONALD LONGMORE Fee: \$19.00
Ex-Officio Recorder Deputy DWoolf
Index To: DEED
Electronically Recorded by Simplifile

GRANT DEED

THIS INDENTURE is made this 3rd day of April 2015, by SOUTH FORK MEADOWS, LLC, an Idaho limited liability company, the "Grantor", to O & L INVESTMENT COMPANY, LLC, an Idaho limited liability company, whose mailing address is 501 S Woodruff, Idaho Falls, Idaho 83401, the "Grantee".

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's successors and assigns forever, all of the following described real property in the County of Bonneville, State of Idaho, to-wit:

Beginning at a point that is S89°56'07"E 1657.66 feet from the South ¼ corner of Section 1, Township 1 North, Range 43 East Boise-Meridian, Bonneville County, Idaho; and running thence N02°48'37"E 470.46 feet; thence N02°48'37"E 485.21 feet; thence N04°20'13"E 398.17 feet; thence N04°20'13"E 369.49 feet; thence N01°06'01"W 70.85 feet; thence N07°19'33"W 444.66 feet; thence N83°58'36"E 432.60 feet; thence N83°59'11"E 30.18 feet; thence S06°01'14"E 30.00 feet; thence N83°58'34"E 150.14 feet; thence N82°36'19"E 281.48 feet; thence N82°36'19"E 291.66 feet; thence S45°09'12"E 507.02 feet; thence S44°50'48"W 1167.09 feet; thence S32°23'33"W 346.91 feet; thence S00°03'53"W 419.74 feet; thence S00°03'53"W 443.00 feet; thence N89°56'31"W 577.51 feet to the point of beginning, containing 45.30 acres.

SUBJECT to all real property taxes and assessments, all existing patent reservations, easements, rights of way, restrictive covenants and 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 that would be disclosed by an accurate survey or inspection of the property.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining (including without limitation appurtenant water rights), and any reversions, remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

1498070

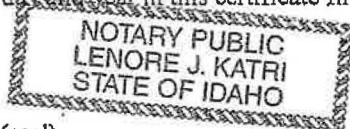
STATE OF IDAHO)

)SS.

County of Bonneville)

On the 19th day of October, 2014, before me the undersigned, a notary public in and for said State, personally appeared GARY LATTIMORE and KATHY LATTIMORE, known or identified to me to be members of O & L Investment Company, LLC, which limited liability company is one of the members of South Fork Meadows, LLC, the limited liability company that executed the instrument or the persons who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.



(seal)

Imre Kati

Notary Public for Idaho

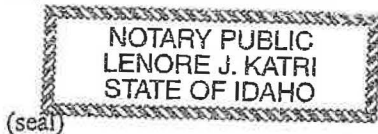
Residing at Idaho Falls, Idaho Residing at Idaho Falls, ID

My commission expires: My Commission Expires 01-30-2021

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 3rd day of April 2015, before me the undersigned, a notary public in and for said State, personally appeared DEAN M. MORTIMER, known or identified to me to be a member of Commerce Properties Investments, LLC, which limited liability company is one of the members of Command Properties, LLC, which limited liability company is one of the members of South Fork Meadows, LLC, and one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such member executed the same in said limited liability company 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.

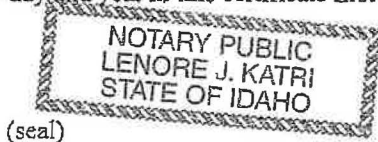


Lenore J. Katri
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: Residing at Idaho Falls, ID
My Commission Expires 01-30-2021

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 14th day of May 2015, before me the undersigned, a notary public in and for said State, personally appeared MARK R. ANDREWS and KELLI L. ANDREWS, known or identified to me to be members of Command Properties, LLC, which limited liability company is one of the members of South Fork Meadows, LLC, the limited liability company that executed the instrument or the persons who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.



Lenore J. Katri
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: Residing at Idaho Falls, ID
My Commission Expires 01-30-2021

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

In construing this 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.

SOUTH FORK MEADOWS, LLC

By: COMMAND PROPERTIES, LLC

By: Commerce Properties Investments, LLC
Member of Command Properties, LLC

By: Dean M. Mortimer
Dean M. Mortimer, Member of
Commerce Properties Investments, LLC

By: Mark R. Andrews
Mark R. Andrews, Member of
Command Properties, LLC

By: Kelli L. Andrews
Kelli L. Andrews, Member of
Command Properties, LLC

By: O & L INVESTMENT COMPANY, LLC

By: Gary Lattimore
Gary Lattimore, Member

By: Kathy Lattimore
Kathy Lattimore, Member



WARRANTY DEED

Alliance Title & Escrow, LLC Order No.:611646

FOR VALUE RECEIVED

O & L Investment Company, LLC, an Idaho limited liability company

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

Diamond T Ranch, LLC, a Utah limited liability company

whose current address is

**2513 S Wilson Dr
Hurricane, UT 84737**

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

Parcel 1: (Tract2) Commencing at the West quarter corner of Section 6, Township 1 North, Range 44 East, of the Boise Meridian, Bonneville County, Idaho; running thence South 00°01'54" East along the Section line 331.14 feet to the TRUE POINT OF BEGINNING; running thence North 82°36'19" East 243.70 feet to the Southerly Rights-of-Way line of Highway 26; thence South 45°09'12" East along said Rights-of-Way line 507.02 feet; thence South 44°50'48" West 851.71 feet to the West line of said Section 6; thence North 00°01'54" West along the Section line 930.05 feet to the TRUE POINT OF BEGINNING.

Parcel 2: (Tract3) Commencing at the South quarter corner of Section 1, Township 1 North, Range 43 East of Boise Meridian, Bonneville County, Idaho; running thence South 89°56'07" East along the Section line 1657.66 feet to the Southeast corner of Swan Springs, Division No.1, an addition to the City of Swan Valley, Bonneville County, Idaho and being the TRUE POINT OF BEGINNING; running thence along said Boundary line of said Swan Springs, Division No 1 for the next (4) calls; (1) thence North 02°48'37" East 955.68 feet; (2) thence North 04°20'13" East 767.64 feet; (3) thence North 01°06'01" West 70.85 feet; (4) thence North 07°19'33" West 444.66 feet to the Centerline of a Mallard Lane; thence North 83°58'36" East 432.60 feet; thence North 83°59'11" East 30.18 feet; thence South 06°01'14" East 30.00 feet; thence North 83°58'34" East 150.14 feet; thence North 82°36'19" East 329.44 feet to the East line of said Section 1; thence South 00°01'54" East along said East line 930.05 feet; thence South 44°50'48" West 315.38 feet; thence South 32°23'33" West 346.91 feet; thence South 00°03'53" West 862.79 feet to the South line of said Section 1; thence North 89°56'07" West along said Section line 577.51 feet to the TRUE 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: September 15, 2022

O & L Investment Company, LLC

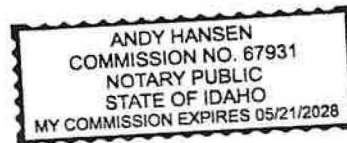
Gary J. Lattimore
Gary J. Lattimore, General Partner

State of Idaho } ss
County of Bonneville }

On this 16th day of September, 2022, before me, the Undersigned, a Notary Public in and for said state, personally appeared Gary J. Lattimore known or identified to me to be the ~~Managing~~ General Partner ~~Member~~ in the Limited Liability Company known as O & L Investment Company, LLC who executed the foregoing instrument 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.

Andy Hansen
Notary Public for the State of Idaho
Residing at: Idaho Falls
Commission Expires: 05-21-2028





IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

December 30, 2024

O & L INVESTMENTS CO LLC
501 S WOODRUFF AVE
IDAHO FALLS ID 83401-5200

Re: Change in Water Right Ownership: 23-98 D (Split into 23-98 D and **23-11533**), 23-48 D (Split into 23-48 D and **23-11532**), 23-16 A (Split into 23-16 A and **23-11531**)

Dear Water Right Holder(s):

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

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

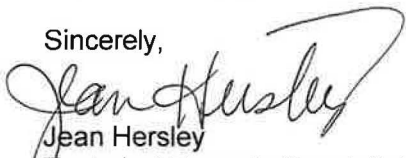
The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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) 287-4942.

Sincerely,


Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: SOUTH FORK MEADOWS LLC

Veibell, Amanda

From: Hersley, Jean
Sent: Monday, September 26, 2022 2:52 PM
To: Veibell, Amanda
Subject: Executed Bill of Sale Water Rights.pdf
Attachments: Executed Bill of Sale Water Rights.pdf

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **O & L Investments, LLC** ("Seller"), for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, having been paid to Seller by **Diamond T Ranch, LLC** ("Buyer"), Seller does hereby grant, sell, transfer and convey to Buyer and its successors and assigns, forever, Seller's right, title, and interest in, to and under those certain water rights claims more specifically described below (the "Water Rights"), as follows:

Water Rights/Claim Nos.: 23-16A, 23-48D, 23-98D, 23-10195, and 23-10286
As filed with the Department of Water Resources
State of Idaho

A. **Warranties and Representations.** The Water Rights are hereby transferred "AS IS" without any warranty whatsoever, express or implied, except that Seller warrants to Buyer that Seller has marketable title to the Water Rights and full authority to sell and transfer the Water Rights.

B. **Effective Date of Transfer.** Buyer shall submit a Notice of Change in Water Right Ownership form, a copy of which is attached hereto as Exhibit A, and is incorporated herein by this reference (the "NOC"), to the Department of Water Resources, State of Idaho, upon the closing of that certain transaction whereby real property located in Swan Valley, Idaho, which is subject to a Real Estate Purchase and Sale Agreement entered into between Buyer and Seller, will be transferred to Buyer by Seller.

D. **Further Assurances.** Upon Buyer's request, Seller shall execute and deliver such other and further instruments or documents and take such other actions as Buyer may reasonably require to carry out the purposes and intent of this Bill of Sale and to finalize the transfer of the Water Rights under the NOC.

E. **Miscellaneous.** This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Idaho, exclusive of its principles of conflicts of law. The state and federal courts located in Bonneville County, Idaho shall have exclusive jurisdiction over all actions with respect to this Bill of Sale, and the prevailing party in any such action shall recover its reasonable attorneys' fees and costs incurred in connection therewith and any negotiation and/or appeal with respect thereto. This Bill of Sale shall inure to the benefit of Buyer, its successors and assigns and shall be binding upon Seller, its successors and assigns. The provisions contained herein shall be construed as if Buyer and Seller jointly prepared this Bill of Sale, and any rules of construction to the contrary are hereby specifically waived. The invalidity or unenforceability of any provision of this Bill of Sale (or any portion thereof) shall not affect the validity or enforceability of any other provision hereof (or the remaining portion thereof).

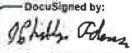
IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of this 16th day of September 2022.

O & L Investment Company, LLC

By: _____
Gary Latimore, Manager

AGREED AND ACCEPTED:

Diamond T Ranch, LLC

By:  _____
J Phillip Adams, Manager

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D. **Further Assurances.** Upon Buyer's request, Seller shall execute and deliver such other and further instruments or documents and take such other actions as Buyer may reasonably require to carry out the purposes and intent of this Bill of Sale and to finalize the transfer of the Water Rights under the NOC.

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Gary Latimore, Manager

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Diamond T Ranch, LLC

By: _____

J Phillip Adams, Manager

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D. **Further Assurances.** Upon Buyer's request, Seller shall execute and deliver such other and further instruments or documents and take such other actions as Buyer may reasonably require to carry out the purposes and intent of this Bill of Sale and to finalize the transfer of the Water Rights under the NOC.

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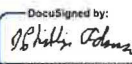
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By: _____
Gary Latimore, Manager

AGREED AND ACCEPTED:

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O & L Investment Company, LLC

By: _____

Gary Latimore, Manager

AGREED AND ACCEPTED:

Diamond T Ranch, LLC

By: _____
J Phillip Adams, Manager

Veibell, Amanda

From: Jonathan McLaren <jonathan.mclaren@jhsir.com>
Sent: Monday, September 26, 2022 10:41 AM
To: IDWR File
Cc: amanda.veilbell@idwr.idaho.gov; Phil Adams; Jeff Bell
Subject: O & L Investments LLC to Diamond T Ranch LLC
Attachments: Executed Bill of Sale Water Rights.pdf; 611646 WD_2_Recorded.pdf

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Amanda,

I Appreciate your time today on the phone. Thanks for the information in finalizing the following water right transfer of ownership from O&L Investments (prior South Fork Meadows, LLC) to the new property owner Diamond T Ranch LLC.

I am including the deed of the subject property ownership change as well as a Bill of Sale in regard to the ownership change at closing. I am aware that the three (3) we discussed are in process and these attachments should support that request and that the other two (2) will require some title follow up on chain of title. If you should have any questions or need anything further, please let me know.

I am copying the new parcel owner as well as his attorney on this email for memo purposes only. In the event you should need to contact them please let me know.

I appreciate your assistance with this matter and look forward to working with you.

Cheers,

Jonathan

Jonathan A. McLaren | Real Estate Guide

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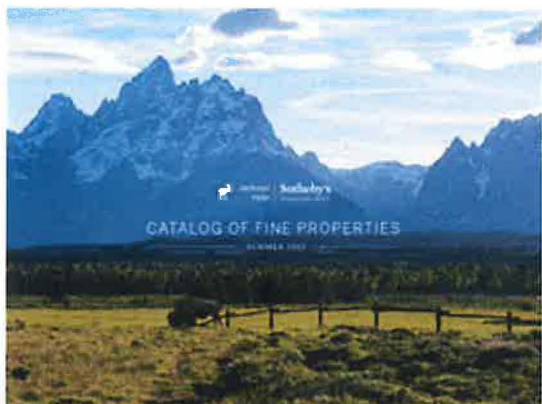
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