Form 42-248/42-1409(6) Rev. 7/21

COPY

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JUL 25 2022
DEPT OF WATER RESOURCES
SOUTHERN 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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
72-2151	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Verle L Shupe, Merrill G Shupe, Owen K Shupe, James L Shupe
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Stephen M. Shupe / Stanley Enterprises
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

   3267 East 3300 South #32 | SLC | Ut | 84109
   Mailing address | City | State | Zip

   801-913-5789 | Steve2CanyonRimPt.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: 7/31/2003.

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: Stephen M. Shupe | Manager/Owner | 7/19/2022
   Signature of new owner/claimant | Title, if applicable | Date
   Stephen M. Shupe
   Print name

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

For IDWR Office Use Only:

Receipted by SG Date 7/25/22 Receipt No. 5039350 Receipt Amt. $25.00

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 WM Date 9-19-2022

-Returned-

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COPY

PURCHASE AGREEMENT

This Purchase Agreement is made effective the 31 day of July, 2003, by and between Verl L. Shupe, having an address of 246 Elberta Drive North Ogden, UT ("Seller") and Stanley Enterprises LLC, a Utah limited liability company, having an address of 2730 East 3220 South, Salt Lake City, Utah 84109 ("Purchaser"), sometimes individually referred to as "Party" and jointly as the "Parties".

RECITALS

A. Seller owns a life estate in a parcel of real property situated in Stanley, Idaho, and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

B. Purchaser desires to acquire Seller's life estate in the Property on the terms and conditions set forth herein.

C. Seller desires to sell to Purchaser Seller's life estate in the Property on the terms and conditions set forth herein.

AGREEMENT

ARTICLE I

The Property

1.1 The Property. Subject to the terms and provisions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller's interest in the Property, located in Custer County, State of Idaho, more particularly described in Exhibit A, attached hereto and incorporated herein by reference, including all water rights relating to the Property.

1.2 Right-of-Way Access. Seller, as part of this Agreement, also agrees to grant to Purchaser separate easements across all or a portion of Seller's property as described in Exhibit B, attached hereto and incorporated herein by this reference, as follows: (a) a right-of-way easement for ingress and egress to and from the Property extending from "Shupe" Road along an existing fence to the Property having a minimum width of twenty-five (25) feet and (b) a right-of-way easement for electrical power extending from the existing electrical power line located behind Seller's cabin on Seller's property described in Exhibit B to the Property, with the electrical easement to be acceptable in form to Purchaser, Seller and the company providing electrical power. Purchaser shall pay all survey costs relating to the said easements.

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ARTICLE II

Purchase Price

2.1 Purchase Price. The Parties agree that Purchaser shall pay to Seller for the Property, including the right-of-way easements described in Section 1.2 hereof, the amount of four hundred dollars ($400) per moth for the balance of Seller's lifetime.

2.2 Payment of Purchase Price. The Purchase Price shall be paid to Seller as follows:

(a) Purchaser will deliver to Seller upon the effective date of this Purchase Agreement the sum of Four Hundred Dollars ($400).

(b) On the one-month anniversary of the effective date of this Purchase Agreement and on the same date of each following month until Seller's death Purchase shall deliver to Seller the sum of four hundred dollars ($400).

ARTICLE III

Property Conveyance and Title

3.1 Quitclaim Deed. Upon execution of this Purchase Agreement Seller shall deliver to Purchaser a Quitclaim Deed in the form of Exhibit C, attached hereto and incorporated herein by this reference.

3.2 Title Insurance. Following the completion of right-of-way easement surveys and the recording of documents relating to such easements, Purchaser shall receive a Standard Coverage Owner's Policy of Title Insurance issued by a title company acceptable to Purchaser which insures marketable title to the Property in Purchaser. The cost of the Title Insurance shall be paid by Purchaser. In the event Purchaser is unable to obtain a Title Insurance policy insuring marketable title in Purchaser, Purchaser, at Purchaser's option, may convey the Property back to Seller by Quitclaim Deed and terminate this Purchase Agreement, with no further obligation of Purchaser to make further payments in accordance with the provisions of Article II hereof and Seller being obligated to return to Purchaser any payments already made under Article II hereof.

ARTICLE IV

Representations and Warranties

4.1 Condition of the Property. The Property is being sold to the Purchaser in "as is" condition. No representations or warranties are made as to the condition of any

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NOV 18 2022

portion of the Property, the existence or nonexistence of hazardous substances, toxic materials or other similarly classified materials under state or federal laws.

4.2 Representations and Warranties of Seller. Seller makes no representation or warranty of any kind, express or implied, concerning the Property other than that Seller, by execution and delivery to Purchaser of the Quitclaim Deed described in Section 3.1 hereof, will transfer good and marketable title to the Property to Purchaser and that Purchaser will provide the easements referenced in Section 1.2 hereof.

4.3 Representations and Warranties of Purchaser. Purchaser represents and warrants as of the date of execution of this Purchase Agreement and as of the Closing date that Purchaser has full power and authority to enter into and perform the terms of the Agreement. Neither the execution and delivery of the Agreement nor its performance by Purchaser will conflict with or result in the breach of any contract, agreement, law, rule or regulation to which Purchaser is a party or by which Purchaser is bound.

ARTICLE V

Closing

5.1 Time and Place of Closing. The final Closing of this transaction shall take place at the Title Company on a date mutually acceptable to Seller and Purchaser or at such other time or location as the Parties may mutually agree.

5.2 Events of Closing. At the Closing:

(a) Seller shall deliver to Purchaser the following:

(1) A deed or deeds in the form acceptable to Purchaser conveying the right-of-way easements to the Property across Seller's property, as described in Section 1.2 hereof.

(2) A commitment from the Title Company to issue its Standard Owner's Policy of Title Insurance issued by the Title Company conforming to the requirements of Article III above insuring Purchaser's title in indefeasible fee simple to the Property.

(3) Any additional deeds or other documents required to satisfy Sellers obligations under this Agreement.

(b) Purchaser shall deliver to Seller any monthly payment or payments then due under this Purchase Agreement.

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5.3 Expenses. Purchaser shall pay all fees of Closing, including the recording fees, the premium for the Owner's Policy of Title Insurance, and its own attorneys' fees. Except as otherwise provided in this Section, all other expenses hereunder shall be paid by the party incurring such expenses.

5.4 Prorations. Real property taxes and special assessments, if any, shall be prorated as of the date of Closing.

5.5 Possession. Purchaser shall be entitled to possession of Seller's interest in the Property on the date of execution of this Purchase Agreement.

ARTICLE VI

Termination, Default and Remedies

6.1 Default by Seller. Seller shall be in default hereunder if Seller shall fail to deliver at the Closing any of the items required of Seller in Article V hereof, for any reason other than a default by Purchaser hereunder.

6.3 Default by Purchaser. Purchaser shall be in default hereunder if Purchaser shall fail to deliver at the Closing any of the items required of Purchaser in Article V hereof, for any reason other than a default by Seller hereunder.

6.4 Attorneys' Fees. If it shall be necessary for either Seller or Purchaser to employ an attorney to enforce its rights pursuant to this Agreement because of a default under this Agreement, the defaulting party shall reimburse the non-defaulting party for reasonable attorneys' fees.

ARTICLE VII

Brokers

Seller and Purchaser represent to each other that neither of them has had any dealings with a broker in connection with the sale of the Property as herein provided or the negotiation of this Agreement and that neither has any liability for brokerage fees or a commission in connection therewith.

ARTICLE VIII

Miscellaneous

8.1 Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be by registered or

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NOV 18 2022

certified mail and deemed to be delivered when posted addressed to the addressee at the addresses set forth above.

8.2 Governing Law; Venue. The laws of the State of Utah shall govern the validity, enforcement, and interpretation of this Agreement. Any dispute or cause of action under this Agreement shall be resolved in a court of competent subject matter jurisdiction in Salt Lake County, Utah.

8.3 Integration; Modification; Waiver. This Agreement constitutes the complete and final expression of the agreement of the Parties relating to the Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification or waiver is sought.

8.4 Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

8.5 Headings; Construction. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

8.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser, and its respective heirs, personal representatives, successors, receivers, trustees and permitted assigns. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the Parties hereto and its respective heirs, personal representative, successors and assigns, any rights or remedies under or by reason of this Agreement.

8.7 Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Purchaser, Seller and Purchaser agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

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NOV 18 2022

DATED as of the date and year first above written.

SELLER:

Verl L. Shupe

Verl L. Shupe

PURCHASER:

Stanley Enterprises LLC, a Utah limited liability company

By Stephen M. Shupe

Stephen M. Shupe, Manager

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NOV 18 2022

IDAHO DEPARTMENT OF WATER RESOURCES **9/12/2022**
Proof Report

Water Right 72-2151
WR Report AFTER Ownership Change Split

Owner Type	Name and Address
Current Owner	VERLE L SHUPE 246 E ELBERTA DR NORTH OGDEN, UT 84414 (801) 782-9772
Current Owner	MERRILL G SHUPE 183 N 1100 W WEST BOUNTIFUL, UT 84087 (801) 292-5715
Current Owner	OWEN K SHUPE 470 E 750 S LOGAN, UT 84321 (435) 752-3973
Current Owner	JAMES L SHUPE 296 S 250 EAST HYDE PARK, UT 84318 (435) 563-5553

Priority Date: 4/20/1965
Basis: Decreed
Status: Active

Source	Tributary
BIG CASINO CREEK	SALMON RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	0.200 CFS	6.9 AF
	Total Diversion		0.200 CFS	6.9 AF

Source and Point(s) of Diversion:

BIG CASINO CREEK	SWSESW	Sec. 29, Twp 11N, Rge 14E, CUSTER County

Place Of Use:
IRRIGATION within CUSTER County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
11N	14E	29							2.3										2.3

POU Total Acres: 2.3

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OCT 21 2022

Conditions of Approval:

1.	C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2.	C03	Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
3.	U42	Place of use does not include federal public lands.
4.	P31	The remaining acre of this right was forfeited for non-use from early to mid 1990s to the present.

Comments:

1 djones 6/17/2010 Recommendation
Field work 6/15/10. Ditch breached at north end of recommended place of use, overgrown and debris filled past that point. Apparent that no beneficial use has been made north of that point for a long time - perhaps 15-20 years. Irrigation by wild flood downhill of ditch with some shallow directing ditches fanning outward in places.

2 wmills 9/12/2022 Split Right
Split into 72-17020.

3 wmills 9/12/2022 POU
Updated Shape

Dates and Other Information:

Decreed Date: 3/31/2011
Civil Case Number: 39576
Judicial District: FIFTH
Owner Name Connector: OR
Water District Number: 170
Mitigation Plan: False

Combined Use Limits:

N/A

SubCase:

N/A

Water Supply Bank:

N/A

SCANNED
OCT 21 2022

State of Idaho
Department of Water Resources

Water Right AFTER Change of Ownership Split

72-2151

This map depicts the IRRIGATION place of use boundary for this water rightafter Ownership Change Split and is solely for illustrative purposes.



0 0.035 0.07 0.14 Miles

Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters

N

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OCT 21 2022

IDAHO DEPARTMENT OF WATER RESOURCES **9/12/2022**
Proof Report

Water Right 72-2151 BEFORE Ownership Change Split

Owner Type	**Name and Address**
Current Owner	VERLE L SHUPE 246 E ELBERTA DR NORTH OGDEN, UT 84414 (801) 782-9772
Current Owner	MERRILL G SHUPE 183 N 1100 W WEST BOUNTIFUL, UT 84087 (801) 292-5715
Current Owner	OWEN K SHUPE 470 E 750 S LOGAN, UT 84321 (435) 752-3973
Current Owner	JAMES L SHUPE 296 S 250 EAST HYDE PARK, UT 84318 (435) 563-5553

Priority Date: 4/20/1965
Basis: Decreed
Status: Active

Source	**Tributary**
BIG CASINO CREEK	SALMON RIVER

Beneficial Use	**From**	**To**	**Diversion Rate**	**Volume**
IRRIGATION	04/01	10/31	1.500 CFS	51.0 AF
	Total Diversion		1.500 CFS	51.0 AF

Source and Point(s) of Diversion:

BIG CASINO CREEK	SWSESW	Sec. 29, Twp 11N, Rge 14E, CUSTER County

Place Of Use:
IRRIGATION within CUSTER County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
11N	14E	29						7.0	10.0										17.0

POU Total Acres: 17.0

Conditions of Approval:

72-2151

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OCT 21 2022

1.	C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2.	C03	Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
3.	U42	Place of use does not include federal public lands.
4.	P31	The remaining acre of this right was forfeited for non-use from early to mid 1990s to the present.

Dates and Other Information:
Decreed Date: 3/31/2011
Civil Case Number: 39576
Judicial District: FIFTH
Owner Name Connector: OR
Water District Number: 170
Mitigation Plan: False

Combined Use Limits:
N/A

SubCase:
N/A

Water Supply Bank:

N/A

72-2151

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OCT 21 2022

State of Idaho
Department of Water Resources

Water Right POU BEFORE Ownership Change Split

72-2151

This map depicts the IRRIGATION place of use boundary for this water right prior to an Ownership Change Split and is solely for illustrative purposes.



Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters
Taxlots

0 0.0375 0.075 0.15 Miles

N

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Form 42-248/42-1409(6) Rev. 7/21

RECEIVED
AUG 22 2022
DEPT OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
72-2151	Yes ☒	Yes ☐		Yes ☐	Yes ☐
72-17020	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Verle L Shupe, Merrill G Shupe, Owen K Shupe, James L Shupe
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Paul B. and Janice Shupe Family Trust
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

   5086 South 2050 East — Mailing address
   Holladay — City
   UT — State
   84117 — Zip
   801-301-3489 — Telephone
   pbshupe@gmail.com — 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: 2-4-16, 6-18-18, 10-20-20

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.

   SUPPORT DATA
   IN FILE # 72-2151

   - ☐ 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: Paul Shupe — Signature of new owner/claimant
   trustee of the Paul B & Janice Shupe Family Trust — Title, if applicable
   8/17/22 — Date
   Paul Shupe — Print name

   Signature: Paul Shupe for Janice Shupe — Signature of new owner/claimant
   Power of Attorney for Janice Shupe — Title, if applicable
   8/17/22 — Date
   Paul Shupe for Janice Shupe — Print name
   Trustee

For IDWR Office Use Only:

Receipted by DM Date 8-22-2022 Receipt No. 5039403 Receipt Amt. $100-

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 AA Date 9-12-22

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OCT 21 2022

260620

Custer County Req. of
Paul B. Shupe
Time 1:57 PM Date 6/4 ,2021
Lura H. Baker, Clerk
Kristen Walker $ 15.00
Deputy

SEND TAX NOTICES TO:
Paul B. Shupe and Janice M. Shupe, Trustees
The Paul B. and Janice Shupe Family Trust
5086 South 2050 East
Holladay, UT 84117

QUIT CLAIM DEED

Paul B. Shupe and Janice K. Shupe, husband and wife, grantors, hereby QUIT CLAIM to Paul B. Shupe and Janice M. Shupe, and their successors, as trustees of The Paul B. and Janice Shupe Family Trust under agreement dated March 7, 2019, and all amendments thereto, grantee, of 5086 South 2050 East, Holladay, Utah 84117, for the sum of $10 and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following described parcel of real property located in Custer County, State of Idaho, more commonly known as 171 Casino Creek Road (Zip Code 83278):

A parcel of land located within U.S. Government Lot 5, and the Southwest one-quarter, of the Northwest one-quarter, of Section 29, Township 11 North, Range 14 East, of the Boise Meridian, Custer County, Idaho, and more particularly described as follows:

Commencing at the Northwest corner of said Section 29; thence South 00°20'37" West 690.73 feet along the West boundary of said Section 29 to the REAL POINT OF BEGINNING; thence continuing South 00°20'37" West 796.12 feet along the West boundary of Section 29; thence South 89°00'38" East 1313.57 feet, more or less, to the East boundary of said Southwest one-quarter, Northwest one-quarter of Section 29; thence North 00°25'39" East 652 feet along said East boundary of said Southwest one-quarter, Northwest one-quarter, of Section 29; thence North 89°00'38" West 833.0 feet, more or less; thence North 00°00'00" East 18.74 feet, more or less, to the Northern most corner of the Crow parcel marked by a 5/8ths inch rebar; thence North 75°26'52" West 498.57 feet along the South boundary of the Crow property to a 5/8ths inch rebar on the West boundary of said U.S. Government Lot 5 and the POINT OF BEGINNING.

Subject to easements, restrictions and rights-of-way currently of record and general property taxes for the current year and thereafter.

DATED this 13th day of May, 2021.

Paul B. Shupe

Paul B. Shupe, as agent and attorney-in-fact for Janice K. Shupe

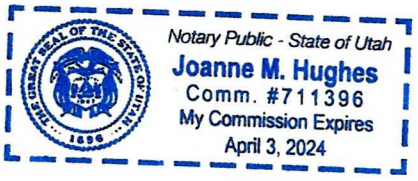
4829-2556-1064

SCANNED
OCT 21 2022

260620

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On the 13th day of May, 2021, personally appeared before me Paul B. Shupe, the signer of the above instrument who duly acknowledged to me that they executed the same.



Joanne M. Hughes
Notary Public

4829-2556-1064

SCANNED
OCT 21 2022

260621

Custer County Req. of
Paul B. Shupe
Time 1:57 PM Date 6/4 2021
Laura H. Baker, Clerk
Kristen Walker 15.00
Deputy

SEND TAX NOTICES TO:
Paul B. Shupe and Janice M. Shupe, Trustees
The Paul B. and Janice Shupe Family Trust
5086 South 2050 East
Holladay, UT 84117

QUIT CLAIM DEED

Paul B. Shupe, a married man, grantor, hereby QUIT CLAIMS to Paul B. Shupe and Janice M. Shupe, and their successors, as trustees of The Paul B. and Janice Shupe Family Trust under agreement dated March 7, 2019, and all amendments thereto, grantee, of 5086 South 2050 East, Holladay, Utah 84117, for the sum of $10 and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following described parcel of real property located in Custer County, State of Idaho, more commonly known as 205 Casino Creek (Zip Code 83278):

A parcel of land located within the Southwest Quarter of the Northwest Quarter of Section 29, Township 11 North, Range 14 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at an aluminum cap marking the West 1/16 Corner common to Sections 20 and 29, from which a witness corner marking the Northwest Corner of Section 29 lies N88°51'49"W, 1152.49 feet distant; thence proceeding S00°29'54"W, 1488.32 feet, to the Northeast Corner of Tract 04-10, to a 5/8" rebar; thence proceeding along the Southerly Boundary of Tract 92-43, N89°02'52"W, 613.35 feet, to the Northeast Corner of said Revised Tract 92-44, marked by a 5/8" rebar by PLS 10161, and being the TRUE POINT OF BEGINNING;

Thence S00°29'54"W, 162.00 feet along the Westerly Boundary of Revised Tract 04-10, to a 5/8" rebar by PLS 10161;

Thence N89°02'53"W, 696.07 feet, along the Northerly Boundary of USFS land, to an Aluminum Cap;

Thence N00°31'56"W, 162.00 feet, along the Easterly Boundary of USFS land, to a 5/8" rebar;

Thence S89°02'52"E, 695.98 feet, along the Southerly Boundary of Tract 92-43, to the TRUE POINT OF BEGINNING, containing 112,753 Sq. Ft. (2.59 Acres), more or less, as determined by computer methods.

Subject to easements, restrictions and rights-of-way currently of record and general property taxes for the current year and thereafter.

4830-8376-5224

SCANNED
OCT 21 2022

260621

DATED this 13 day of May, 2021.

Paul B. Shupe

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On the 13th day of May, 2021, personally appeared before me Paul B. Shupe, the signer of the above instrument who duly acknowledged to me that he executed the same.

Notary Public - State of Utah
Joanne M. Hughes
Comm. #711396
My Commission Expires
April 3, 2024

Joanne M. Hughes
Notary Public

4830-8376-5224

SCANNED
OCT 21 2022

260622
Custer County Req. of
Paul B. Shupe
Time 1:57 p M Date 6/4 ,20 21
Lura H. Baker, Clerk
Kristen Walker $15.00
Deputy

SEND TAX NOTICES TO:
Paul B. Shupe and Janice M. Shupe, Trustees
The Paul B. and Janice Shupe Family Trust
5086 South 2050 East
Holladay, UT 84117

QUIT CLAIM DEED

Paul B. Shupe, grantor, hereby QUIT CLAIMS to Paul B. Shupe and Janice M. Shupe, and their successors, as trustees of The Paul B. and Janice Shupe Family Trust under agreement dated March 7, 2019, and all amendments thereto, grantee, of 5086 South 2050 East, Holladay, Utah 84117, for the sum of $10 and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following described parcel of real property located in Custer County, State of Idaho, more commonly known as 161 Shupe Drive (Zip Code 83278):

Tract 92-42 Parcel A, located within Sections 20 and 29, Township 11 North, Range 14 East, Boise Meridian, Custer County, Idaho.

Subject to easements, restrictions and rights-of-way currently of record and general property taxes for the current year and thereafter.

DATED this 13 day of May, 2021.

Paul B. Shupe

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On the 13th day of May, 2021, personally appeared before me Paul B. Shupe, the signer of the above instrument who duly acknowledged to me that he executed the same.

Notary Public - State of Utah
Joanne M. Hughes
Comm. #711396
My Commission Expires
April 3, 2024

Joanne M. Hughes
Notary Public

4845-7844-5032

SCANNED
OCT 21 2022

257409

QUITCLAIM DEED

For Value Received, I/WE The Owen Shupe Trust, the Grantor (s), do(es), hereby convey, release, remise and forever quitclaim unto Paul B. Shupe, Grantee, whose address is:
Paul B. Shupe
5086 South 2050 East
Salt Lake City, Utah 84117

the following described premises in Custer County, Idaho: to-wit : See attached Exhibit C, Tract 92-42 Parcel A, Located within Sections 20 and 29 Township 11 North, Range 14 East, Boise Meridian, Custer County, Idaho

Dated: Nov 26, 2019

Karl M Shupe Keith G Shupe

STATE OF ~~IDAHO~~ Utah) ss.
COUNTY OF ~~CUSTER~~ Davis

On this 26th day of November, in the year 2019, before me, a Notary Public in and for said State, personally appeared Karl M. Shupe and Keith G. Shupe known or identified to me to be the person(s) who(se) name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

Notary Public for the State of Utah
Residing at: Utah
Commission Expires: 10/20/2020

KRISTINA EARLE
Notary Public • State of Utah
Commission # 692214
My Commission Expires
October 20, 2020

****

STATE OF IDAHO, COUNTY OF CUSTER

I hereby Certify that this instrument was filed for record at the request of Karl M. Shupe at 11:17 A. M., this 5th day of Dec , 2019 , in my office, and duly recorded.

Lura H. Baker
Ex-Officio Recorder Fees: $ 15.00 Mail to:

BY: Tina Hawkins
Deputy

SCANNED
OCT 21 2022

257409

GALENA ENGINEERING, INC.

CIVIL ENGINEERING & LAND SURVEYING

EXHIBIT C

LEGAL DESCRIPTION
FOR
PARCEL C OF TRACT 92-42

A parcel of land located within Section 20, Township 11 North, Range 14 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at an Aluminum cap on 2 ½" Aluminum Pipe, marking the West 1/16 Corner common to Sections 20 and 29, from which the Southwest 1/16 Corner of Section 20, marked by an Aluminum cap on 2 ½" Aluminum Pipe, lies N00°30'06"E, 1318.40 feet distant; thence proceeding along the 1/16 section line S00°29'54"W, 545.90 feet to a 5/8" Rebar, LS 16670, and being the TRUE POINT OF BEGINNING;

Thence along the following courses:

S00°29'54"W, 289.03 feet to a 5/8" Rebar, LS 10161;

N89°02'52"W, 830.71 feet to a 5/8" Rebar, LS 10161;

N00°02' 14"W, 21.24 feet to a 5/8" Rebar, Illegible cap;

N16°11'14"E, 277.54 feet to a 5/8" Rebar, LS 16670;

S89°02' 52"E, 755.86 feet to the TRUE POINT OF BEGINNING;

Said parcel containing 230,097 Sq. Ft. (5.28 Acres), more or less, as determined by computer methods.

PROFESSIONAL LAND SURVEYOR
LICENSED
16670
08/22/19
STATE OF IDAHO
MARK E. PHILLIPS

317 N. RIVER STREET • HAILEY, IDAHO • TELEPHONE (208) 788-1705 • FAX (208) 788-4612

SCANNED
OCT 21 2022

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Parr Brown Gee & Loveless, P.C.
Attention James L. Ahlstrom
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

(Space Above For Recorder's Use)

QUITCLAIM DEED

For the consideration of five dollars ($5.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANT SHUPE, a married man whose address is 590 East 400 South, Centerville, Utah 84014 ("**Grantor**"), hereby releases and forever quitclaims to PAUL B. SHUPE, a married man, whose address is 5086 South 2050 East, Salt Lake City, Utah 84117 ("**Grantee**"), the following described real property situated in Custer County, State of Idaho, together with all improvements and fixtures thereon and all rights and privileges appurtenant thereto:

[See **Exhibit A** attached hereto]

IN WITNESS WHEREOF, Grantor has executed this instrument on this 28 day of DECEMBER 2018.

GRANTOR:

GRANT SHUPE, a married man

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 28 day of DECEMBER 2018, before me MICHAEL HATCH, personally appeared ~~Paul B.~~ Grant Shupe, an individual, 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 seal]

NOTARY PUBLIC
MICHAEL HATCH
COMM. # 702145
COMMISSION EXPIRES
SEPTEMBER 4, 2022
STATE OF UTAH

NOTARY PUBLIC

Residing at CENTERVILLE UTAH
My Commission Expires 09/04/2022

SCANNED
OCT 21 2022

EXHIBIT A

LEGAL DESCRIPTION
FOR
REVISED TRACT 92-44 RESULTING FROM THIS QUITCLAIM

A parcel of land located within the Southwest Quarter of the Northwest Quarter of Section 29, Township 11 North, Range 14 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at an aluminum cap marking the West 1/16 Corner common to Sections 20 and 29, from which a witness corner marking the Northwest Corner of Section 29 lies N88°51'49"W, 1152.49 feet distant; thence proceeding S00°29'54" W, 1488.32 feet, to the Northeast Corner of Tract 04-10, to a 5/8" rebar; thence proceeding along the Southerly Boundary of Tract 92-43, N89°02'52"W, 613.35 feet, to the Northeast Corner of said Revised Tract 92-44, marked by a 5/8" rebar by PLS 10161, and being the TRUE POINT OF BEGINNING;

Thence S00°29'54"W, 162.00 feet along the Westerly Boundary of Revised Tract 04-10, to a 5/8" rebar by PLS 10161;

Thence N89°02'53"W, 696.07 feet, along the Northerly Boundary of USFS land, to an Aluminum Cap;

Thence N00°31'56"W, 162.00 feet, along the Easterly Boundary of USFS land, to a 5/8" rebar;

Thence S89°02'52"E, 695.98 feet, along the Southerly Boundary of Tract 92-43, to the TRUE POINT OF BEGINNING, containing 112,753 Sq. Ft. (2.59 Acres), more or less, as determined by computer methods.

SCANNED
OCT 21 2022

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Parr Brown Gee & Loveless, P.C.
Attention James L. Ahlstrom
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

(Space Above For Recorder's Use)

QUITCLAIM DEED

For the consideration of five dollars ($5.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, PAUL B. SHUPE, a married man whose address is 5086 South 2050 East, Salt Lake City, Utah 84117, and STANLEY ENTERPRISES, LLC, a Utah limited liability company, whose address is c/o Stephen Shupe, 3267 East 3300 South # 312, Salt Lake City, Utah 84109, as tenants in common (collectively, "**Grantors**") hereby release and forever quitclaim to PAUL B. SHUPE, a married man, whose address is 5086 South 2050 East, Salt Lake City, Utah 84117 ("**Grantee**") the following described real property situated in Custer County, State of Idaho, together with all improvements and fixtures thereon and all rights and privileges appurtenant thereto:

[See **Exhibit A** attached hereto]

This conveyance is intended to convey from Grantors to Grantee a portion of the property deeded to Grantors as tenants in common, by that certain Special Warranty Deed recorded as Instrument # 254884 on June 19, 2018.

IN WITNESS WHEREOF, the Grantors have executed this instrument on this 26th day of December, 2018.

GRANTORS:

PAUL B. SHUPE, a married man

STANLEY ENTERPRISES, LLC,
a Utah limited liability company

By: _____
Printed Name: _____
Its : _____

SCANNED
OCT 21 2022

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Parr Brown Gee & Loveless, P.C.
Attention James L. Ahlstrom
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

(Space Above For Recorder's Use)

QUITCLAIM DEED

For the consideration of five dollars ($5.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, PAUL B. SHUPE, a married man whose address is 5086 South 2050 East, Salt Lake City, Utah 84117, and STANLEY ENTERPRISES, LLC, a Utah limited liability company, whose address is c/o Stephen Shupe, 3267 East 3300 South # 312, Salt Lake City, Utah 84109, as tenants in common (collectively, "**Grantors**") hereby release and forever quitclaim to PAUL B. SHUPE, a married man, whose address is 5086 South 2050 East, Salt Lake City, Utah 84117 ("**Grantee**") the following described real property situated in Custer County, State of Idaho, together with all improvements and fixtures thereon and all rights and privileges appurtenant thereto:

[See **Exhibit A** attached hereto]

This conveyance is intended to convey from Grantors to Grantee a portion of the property deeded to Grantors as tenants in common, by that certain Special Warranty Deed recorded as Instrument # 254884 on June 19, 2018.

IN WITNESS WHEREOF, the Grantors have executed this instrument on this 26th day of December, 2018.

GRANTORS:

PAUL B. SHUPE, a married man

STANLEY ENTERPRISES, LLC,
a Utah limited liability company

By: Stephen M. Shupe
Printed Name: Stephen M. Shupe
Its : Pres

SCANNED
OCT 21 2022

STATE OF UTAH)
) ss.
County of Utah)

On this 26 day of December, 2018, before me Debbra L. Riga, personally appeared Paul B. Shupe, 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 acting with authority to bind Stanley Enterprises, LLC.

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 seal]

DEBBRA L. RIGA
Notary Public State of Utah
My Commission Expires on:
September 13, 2019
Comm. Number 685024

NOTARY PUBLIC

Residing at Holladay Utah
My Commission Expires 9-13-2019

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 26 day of December, 2018, before me Debbra L. Riga, personally appeared Paul B. Shupe, an individual, 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 seal]

DEBBRA L. RIGA
Notary Public State of Utah
My Commission Expires on:
September 13, 2019
Comm. Number 685024

NOTARY PUBLIC

Residing at Holladay Utah
My Commission Expires 9-13-2019

SCANNED
OCT 21 2022

STATE OF UTAH)
) ss.
County of SALT LAKE)

On this 24 day of DECEMBER, 2018, before me MIKE BORYS, personally appeared STEPHEN SHUPE, 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 acting with authority to bind Stanley Enterprises, LLC.

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 seal]

MICHAEL BORYS
Notary Public
State of Utah
Comm. No. 682668
My Comm. Expires Apr 17, 2019

NOTARY PUBLIC

Residing at 70TH S. US BANK
My Commission Expires 4-17-19

STATE OF UTAH)
) ss.
County of Salt Lake)

On this _____ day of _____, 2018, before me _____, personally appeared Paul B. Shupe, an individual, 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 seal]

NOTARY PUBLIC

Residing at _____
My Commission Expires _____

SCANNED
OCT 21 2022

EXHIBIT A

LEGAL DESCRIPTION
FOR
REVISED TRACT 92-44 RESULTING FROM THIS QUITCLAIM

A parcel of land located within the Southwest Quarter of the Northwest Quarter of Section 29, Township 11 North, Range 14 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at an aluminum cap marking the West 1/16 Corner common to Sections 20 and 29, from which a witness corner marking the Northwest Corner of Section 29 lies N88°51'49"W, 1152.49 feet distant; thence proceeding S00°29'54" W, 1488.32 feet, to the Northeast Corner of Tract 04-10, to a 5/8" rebar; thence proceeding along the Southerly Boundary of Tract 92-43, N89°02'52"W, 613.35 feet, to the Northeast Corner of said Revised Tract 92-44, marked by a 5/8" rebar by PLS 10161, and being the TRUE POINT OF BEGINNING;

Thence S00°29'54"W, 162.00 feet along the Westerly Boundary of Revised Tract 04-10, to a 5/8" rebar by PLS 10161;

Thence N89°02'53"W, 696.07 feet, along the Northerly Boundary of USFS land, to an Aluminum Cap;

Thence N00°31'56"W, 162.00 feet, along the Easterly Boundary of USFS land, to a 5/8" rebar;

Thence S89°02'52"E, 695.98 feet, along the Southerly Boundary of Tract 92-43, to the TRUE POINT OF BEGINNING, containing 112,753 Sq. Ft. (2.59 Acres), more or less, as determined by computer methods.

SCANNED
OCT 21 2022

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Parr Brown Gee & Loveless
Attn: James L. Ahlstrom
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

Instrument # 254884
CHALLIS, CUSTER, IDAHO
06-19-2018 11:15:53 No. of Pages: 3
Recorded for: ALLIANCE TITLE - SALMON OFFICE
Lura H. Baker Fee: $15.00
Ex-Officio Recorder Deputy: LK

(Space Above For Recorder's Use)

SPECIAL WARRANTY DEED

For the consideration of One Hundred Forty Thousand and 00/100 dollars ($140,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Bryce Shupe ("Grantor"), as legal guardian and court-appointed conservator of Carson Shupe, a minor, and Hannah Shupe, a minor, conveys and specially warrants to Paul B. Shupe, a married man whose address is 5086 South 2050 East, Salt Lake City, Utah 84117, and Stanley Enterprises, LLC, a Utah limited liability company whose address is % Stephen Shupe, 3267 East 3300 South #312, Salt Lake City, Utah 84109, as tenants in common ("Grantee"), and their successors and assigns forever the following described real property pursuant to UCA § 75-5-424(4)(g):

[See Exhibit A hereto]

SUBJECT TO taxes and assessments for the year 2018 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity. The Grantor covenants to the Grantee that Carson Shupe and Hannah Shupe are the owners in fee simple of said premises; that the premises are free from encumbrances created or suffered by the Grantor, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims of or through Grantor, but none other.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 13th day of June, 2018.

Bryce Shupe, as legal guardian and court-appointed conservator for Carson Shupe and Hannah Shupe

SCANNED
OCT 21 2022

STATE OF UTAH)
) ss.
County of Weber)

On this 19th day of June, 2018, before me Gina Roghaar, personally appeared Bryce Shupe, known or identified to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as the legal guardian and court-appointed conservator for Carson and Hannah Shupe.

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

Gina Roghaar
NOTARY PUBLIC FOR UTAH
Residing at Ogden, UT
My Commission Expires 06/01/2019

GINA ROGHAAR
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 683413
COMM. EXP. 06/01/2019

SCANNED
OCT 21 2022

EXHIBIT "A"

:97741

Commencing at a point 380 feet West from the Northeast corner of the following describe parcel of land located within the Southwest Quarter of the Northwest Quarter of Sectio 29, Township 11 North, Range 14 East of the Boise Meridian, Custer County. Idaho

Commencing at the Northwest corner of said Section 29; thence
South 00°20'37" West 1486.85 feet along the West boundary of said Section 29 to the REAL POINT OF BEGINNING; thence continuing
South 00°20'37" West 162 feet along said West boundary of said Section 29 to the Southwest corner of the North half of the Southwest Quarter of the Northwest Quarter of said Section 29; thence
South 89°00'38" East 1313.3 feet, more or less, along the South boundary of said North half of the Southwest Quarter, of the Northwest Quarter of said Section 29 to the East boundary of said North half Southwest Quarter Northwest Quarter of Section 29; thence
North 00°25'39" East 162 feet along said East Boundary of said North half of the Southwest Quarter of the Northwest Quarter of Section 29; thence
North 89°00'38" West 1313.6 feet, more or less to the POINT OF BEGINNING; and running thence
West 350 feet; thence
South 162 feet; thence
East 350 East; thence
North 162 feet to the Point of Commencement.

SCANNED
OCT 21 2022

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221

Instrument # 251516
CHALLIS, CUSTER, IDAHO
02-08-2016 02:08:09 No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - BLACKFOOT
Lura H. Baker Fee: $13.00
Ex-Officio Recorder Deputy: CAC

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **533438-B (vb)**

Date: **February 04, 2016**

For Value Received, **Dennis C Shupe, Personal Representative of the Estate of James Legrande Shupe aka James L Shupe, deceased, Case No. CV-2015-30 and Dennis C Shupe, Personal Representative of the Estate of Faye C Shupe, deceased, Case No. CV-2016-10,** hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Paul B Shupe, a married man as his sole and separate property,** hereinafter called the Grantee, whose current address is **5086 South 2050 East, Salt Lake City, UT 84117,** the following described premises, situated in **Custer** County, **Idaho,** to-wit:

Lot 16, Casino Creek Cabins Subdivision No. 2, Custer County, Idaho, as shown on the plat recorded September 18, 1992, as Instrument No. 202527. Affidavit of Correction recorded June 16, 2000, as Instrument No. 221150.

ALSO:

A parcel of land located within U.S. Government Lot 5 and the SW¼NW¼ of Section 29, Township 11 North, Range 14 E.B.M., Custer County, Idaho, more particularly described as follows:
Commencing at the Northwest corner of said Section 29, thence S. 00°20'37" W. 690.73 feet along the West boundary of said Section 29 to the Real Point of Beginning.
thence continuing S. 00°20'37" W. 796.12 feet along the West boundary of Section 29;
thence S. 89°00'38" E. 1313.57 feet, more or less to the East boundary of said SW¼NW¼ of Section 29;
thence N. 00°25'39" E. 652 feet along said East boundary of said SW¼NW¼ of Section 29;
thence N. 89°00'38" W. 833.0 feet, more or less;
thence N. 00°00'00" E. 18.74 feet, more or less, to the Northern most corner of the Crow parcel marked by a 5/8ths inch rebar;
thence N. 75°26'52" W. 498.57 feet along the South boundary of the Crow property to a 5/8ths inch rebar on the West boundary of said U.S. Government Lot 5 and the 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.

D.S.
D.S.

Grantors quit claim to Grantee all water rights appurtenant to or used in connection with the above described real property.

SCANNED
OCT 21 2022

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221

Recorded Electronically
ID 2/5/16
County Custer
Date 2-8-16 Time 2:05pm
Simplifile.com 800.460.5657

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **533438-B (vb)** Date: **February 04, 2016**

For Value Received, **Dennis C Shupe, Personal Representative of the Estate of James Legrande Shupe aka James L Shupe, deceased, Case No. CV-2015-30 and Dennis C Shupe, Personal Representative of the Estate of Faye C Shupe, deceased, Case No. CV-2016-10**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Paul B Shupe, a married man as his sole and separate property**, hereinafter called the Grantee, whose current address is **5086 South 2050 East, Salt Lake City, UT 84117**, the following described premises, situated in **Custer** County, **Idaho,** to-wit:

Lot 16, Casino Creek Cabins Subdivision No. 2, Custer County, Idaho, as shown on the plat recorded September 18, 1992, as Instrument No. 202527. Affidavit of Correction recorded June 16, 2000, as Instrument No. 221150.

ALSO:

A parcel of land located within U.S. Government Lot 5 and the SW¼NW¼ of Section 29, Township 11 North, Range 14 E.B.M., Custer County, Idaho, more particularly described as follows:
Commencing at the Northwest corner of said Section 29, thence S. 00°20'37" W. 690.73 feet along the West boundary of said Section 29 to the Real Point of Beginning.
thence continuing S. 00°20'37" W. 796.12 feet along the West boundary of Section 29;
thence S. 89°00'38" E. 1313.57 feet, more or less to the East boundary of said SW¼NW¼ of Section 29;
thence N. 00°25'39" E. 652 feet along said East boundary of said SW¼NW¼ of Section 29;
thence N. 89°00'38" W. 833.0 feet, more or less;
thence N. 00°00'00" E. 18.74 feet, more or less, to the Northern most corner of the Crow parcel marked by a 5/8ths inch rebar;
thence N. 75°26'52" W. 498.57 feet along the South boundary of the Crow property to a 5/8ths inch rebar on the West boundary of said U.S. Government Lot 5 and the 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.

D.S.
D.S.

Grantors quit claim to Grantee all water rights appurtenant to or used in connection with the above described real property.

SCANNED
OCT 21 2022

Dennis C Shupe, Personal Representative of the Estate of James Legrande Shupe aka James L Shupe, deceased, Case No. CV-2015-30

Dennis C Shupe

Dennis C Shupe, Personal Representative

Dennis C Shupe, Personal Representative of the Estate of Faye C Shupe, deceased, Case No. CV-2016-10

Dennis C Shupe

Dennis C Shupe, Personal Representative

STATE OF Utah)
ss.
COUNTY OF Cache)

On this 4th **day of February, 2016**, before me, a Notary Public in and for said State, personally appeared **Dennis C Shupe**, known or identified to me to be the person(s) whose name(s) **is** subscribed to the within instrument as Personal Representative of the Estate of **James Legrande Shupe, aka James L Shue and the Estate of Faye C Shupe**, and acknowledged to me that he executed the same as such Personal Representative.

Nikki Brickler

NIKKI BRICKLER
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 01/09/2020
Commission # 686770

Notary Public of Cache County, Utah
Residing at: 130 S. Main, Ste. 200 Logan 84321
Commission Expires: 01/09/2020

SCANNED
OCT 21 2022

GENERAL POWER OF ATTORNEY

I, JANICE M. SHUPE, designate my husband, PAUL B. SHUPE, as my attorney-in-fact and agent (referred to as "my agent") to act in my name and for my benefit. I grant to my agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present and legally competent, with full power of substitution or revocation.

1. **General Grant of Power**. My agent shall have power to perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the powers enumerated in paragraph 2 below.

2. **Enumeration of Powers**. Without in any way limiting the generality of the power and authority conferred upon my agent under paragraph 1, my agent shall have the specific powers set forth below.

(a) Powers of Collection. To collect, receive and possess, by any lawful means, all cash and property, real or personal, intangible or tangible, that I now or in the future may own, and to sign and deliver in my name and on my behalf all receipts and releases for such cash and property.

(b) Acquisition of Assets. To acquire by purchase, exchange, distribution, lease, gift or otherwise, and to retain, temporarily or permanently, any property, real or personal, tangible or intangible, on such terms and conditions as my agent deems appropriate.

(c) Disposition of Assets. To sell, exchange, option or otherwise dispose of any property, real or personal, tangible or intangible, that I now or in the future may own, on such terms and conditions as my agent deems appropriate.

(d) Loans. To loan money to or borrow money from any person, including my agent, at any time and on any terms, and to secure any loan by encumbrance on any property, real or personal, tangible or intangible, that I now or in the future may own.

(e) Management of Assets. To manage, maintain, repair, improve, insure, lease, encumber, partition and in any other manner deal with any property, real or personal, tangible or intangible, that I now or in the future may own, on such terms and conditions as my agent deems appropriate.

(f) Banking Powers. To make, receive and endorse checks and drafts, deposit and withdraw funds and acquire and redeem certificates of deposit, in banks, brokerage companies, credit unions, savings and loan associations and other financial institutions.

(g) Motor Vehicles. To apply for and receive, and to endorse and deliver, a certificate of title to any motor vehicle, and to represent that the title to such motor vehicle is free and clear of all liens and encumbrances, except those specifically enumerated.

(h) Business Interests. To participate in and transfer any property to corporations, partnerships, limited liability companies, business trusts, syndicates and other business associations; to exercise stock options, vote securities and participate in voting trusts; to enter into partnership agreements, operating agreements and shareholders' agreements; to execute an election under

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Subchapter S or any other provision of the Internal Revenue Code; and to consent to exchanges, conversions, mergers, dissolutions and reorganizations of all kinds.

(i) Brokerage Accounts. To open and maintain on my behalf a brokerage account at any financial institution; to deposit any or all cash and securities to such account; to execute powers of attorney authorizing transactions for such account; to sell, assign, endorse and transfer securities on deposit in such account; to receive statements, summaries, notices and tax forms pertaining to such account; to confirm and approve any or all transactions executed for such account; to receive any and all notices, calls for margin or other demands with respect to such account; and to enter into any agreement with such financial institution with respect to such account.

(j) Safe Deposit Boxes. To enter, remove any or all of the contents from and surrender any safe deposit box rented by me at any institution.

(k) Vote Securities. To vote in person, or by general or limited proxy, with or without power of substitution, all securities that I now or in the future may own.

(l) Life Insurance and Annuities. To acquire, assign, sell, encumber or surrender any life insurance or annuity policy that I now or in the future may own; and to change the beneficiary of any such life insurance or annuity policy in such manner as my agent considers necessary or appropriate to fully implement my estate plan as embodied in my last will or a revocable living trust of which I am a grantor.

(m) Social Security Administration and Other Agencies. To make application on my behalf for benefits administered by the Social Security Administration or any other federal, state or local agency and to receive Social Security and other benefits on my behalf.

(n) Receive Mail. To enter, maintain and surrender any mail box that now or in the future may be in my name; to sign for any certified or registered mail directed to me; and to execute any order required to forward mail to any location selected by my agent.

(o) Expenditures for Support. To expend my income or principal for my and my dependents' health, support, education and maintenance, in accordance with our accustomed standard of living.

(p) Funding of Revocable Trust. To transfer any or all cash and property, real or personal, tangible or intangible, that I now or in the future may own to the trustee of any existing revocable trust of which I am a grantor, for administration and distribution in accordance with the terms of such trust.

(q) Creation of Revocable Trust. If to my agent's knowledge there is no existing revocable trust of which I am a grantor, my agent may create a revocable trust on my behalf and transfer to the trustee of such trust any or all cash and property, real or personal, tangible or intangible, that I now or in the future may own, for administration and distribution in accordance with the terms of such trust. The purposes of any revocable trust my agent creates on my behalf shall be to serve as a vehicle for the management of some or all of my cash and property and to provide for my health, support, maintenance and comfort during my life. The provisions of the agreement governing such trust must be consistent with those purposes. My agent or any other person eligible to administer trusts may act as the trustee of such trust. My agent on my behalf may revoke such trust at any time by written notice delivered to the then acting trustee. If not previously revoked, such trust shall terminate as of the date of my death. Upon

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OCT 21 2022

termination of such trust, the trustee shall distribute all property then comprising the trust estate to my personal representative, for administration and distribution as part of my probate estate.

(r) Tax Powers. To prepare, sign and file joint or separate income tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any gift-splitting provision or other tax election; and to prepare, sign and file any claims for refund of any tax.

(s) Change My Domicile. To do all things necessary to change my legal domicile to any jurisdiction my agent deems appropriate.

(t) Resignation as a Member, Officer or Fiduciary. To effect my resignation as a member or officer of any organization or entity, or as a trustee, executor, conservator, custodian, personal representative or other fiduciary of an estate or trust, however denominated.

(u) Disclaimers. To execute on my behalf "qualified disclaimers," within the meaning of Section 2518 of the Internal Revenue Code or any comparable section of any federal or state statute, notwithstanding that the exercise of such qualified disclaimer directly or indirectly may benefit my agent.

(v) Retirement Plans. With respect to any Retirement Plan in which I am a participant or of which I am a beneficiary:

(i) To make or cause to be made from my funds contributions, including "rollover" contributions, to such Retirement Plan for my account and on my behalf;

(ii) To designate my spouse (if I am married) as primary beneficiary and my descendants as secondary beneficiaries of any Retirement Plan in which I am a participant;

(iii) To collect, receive and hold on my behalf and for my benefit all distributions to which I am entitled under such Retirement Plan, and to sign and deliver in my name and on my behalf all receipts and releases for such distributions; and

(iv) To exercise, waive or consent to any and all elections and options that I may have under such Retirement Plan.

(w) Gifts. To make gifts of my property to or for the benefit of my spouse (if I am married) and my descendants, at such times and in such amounts, shares and interests as my agent determines. Notwithstanding the foregoing provisions of this paragraph, my agent shall have no power to make a gift that would constitute the exercise of a general power of appointment, within the meaning of Section 2514(c) of the Internal Revenue Code.

3. **Limitation on Powers**. Except as otherwise expressly provided in this power of attorney, my agent shall have no power or authority to (a) change the beneficiary designation with respect to any life insurance policy of which I am the owner or any Retirement Plan in which I am a participant, (b) alter, amend or revoke any testamentary estate plan that I have implemented pursuant to the terms of my last will or a revocable living trust of which I am a grantor or (c) exercise any incidents of ownership with respect to any policy of insurance owned by me and insuring my agent's life.

4. **Revocability**. I may revoke this power of attorney at any time by written notice to my agent. However, with respect to any person who may rely on my agent's authority under this power of

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attorney, including, without limitation, any governmental agency, bank, depository, trust company, insurance company, transfer agent or financial institution, any revocation shall not be effective until such person has received written notice of the revocation, signed by my agent or me.

5. **Passage of Time**. This power of attorney shall not be revoked or otherwise become ineffective in any way by the mere passage of time, but rather shall remain in full force and effect until revoked in the manner described in paragraph 4.

6. **Disability of Principal**. This power of attorney shall not be affected by my incapacity or disability.

7. **Third-Party Reliance**. Any person dealing with my agent may rely upon my agent's representations as to any matter within the scope of my agent's power and authority under this power of attorney. Any person who acts in reliance on my agent's representations or authority shall incur no liability to me or to my heirs, legal representatives, successors or assigns. My agent may take legal action on my or my estate's behalf for any damages that may result from a person's refusal to accept or rely on my agent's representations or authority or to permit my agent to exercise the authority granted my agent by this power of attorney.

8. **Inducement**. For the purpose of inducing any persons, including, without limitation, any governmental agency, bank, depository, trust company, insurance company, transfer agent or investment banking company, to act in accordance with the powers I have granted my agent in this power of attorney, I hereby represent, warrant and agree, for myself and my heirs, legal representatives, successors and assigns, that if this power of attorney is terminated for any reason, I and my heirs, legal representatives, successors and assigns shall hold such person harmless from any loss suffered or liability incurred by such person in acting in accordance with this power of attorney prior to such person's receipt of written notice of such termination.

9. **Exculpation**. Under no circumstances shall my agent incur any liability to me, or to my heirs, legal representatives, successors or assigns, for acting or refraining from acting hereunder, except for my agent's own willful misconduct or gross negligence.

10. **Revocation of Prior Powers of Attorney**. I revoke any and all other powers of attorney that I previously may have executed, except those powers of attorney that pertain solely to my medical care or signatory power over savings or checking accounts.

11. **Duty of Agent to Account**. My agent upon my request shall account to me or such other person as I shall direct in writing. If a conservator or guardian of my property is appointed, my agent shall account to such conservator or guardian.

12. **Notice and Accounting to Interested Persons**.

(a) Incapacity. If I become incapacitated, my agent shall (i) within 30 days after learning that I am incapacitated, notify all interested persons of my agent's status, (ii) upon any interested person's request, promptly provide such interested person with a copy of this power of attorney and a schedule of all of my property and sources of income and (iii) upon any interested person's written request, provide such interested person with an annual accounting of my agent's acts with respect to my income and property.

(b) Death. If I die while I am incapacitated, my agent shall (i) within 30 days after learning of my death, promptly notify all interested persons of my death and (ii) upon any interested

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OCT 21 2022

person's written request, promptly provide such interested person with an accounting of my agent's acts with respect to my income and property during my incapacity.

13. **Nomination of Conservator**. In the event that an action is commenced to have a conservator appointed due to my incapacity, I nominate my agent as my conservator.

14. **Fiduciary Powers**. Notwithstanding any other provision of this power of attorney, my agent shall have no rights or powers with respect to any act, power, duty, right or obligation relating to any person, matter, transaction or property owned by me, or in my custody, as a trustee, custodian, personal representative or other fiduciary.

15. **Compensation**. My agent is entitled to reasonable compensation commensurate with the value of services actually performed and to reimbursement for expenses properly incurred.

16. **Principles of Construction**.

(a) Descendants. "Descendants" means all of the person's lineal descendants, with the relationship of parent and child at each generation being determined by the definitions of those terms applicable for purposes of intestate succession under Utah law. However, an adopted person shall be considered to be the person's lineal descendant only if the adopted person has been adopted while under the age of 18.

(b) Incapacitated Person. A person shall be deemed to be "incapacitated" if the person's personal physician states in writing that the person is impaired by reason of mental illness, mental deficiency, physical illness or disability to the extent that the person lacks sufficient understanding or capacity to make or communicate responsible decisions. Each person who is party to this power of attorney, including each person who accepts appointment as my agent, (i) agrees to cooperate in any examination reasonably necessary to determine if the person is incapacitated; (ii) waives the doctor-patient privilege with respect to the results of such examination; (iii) authorizes the release and disclosure of such information as may be necessary to determine if the person is incapacitated, including, without limitation, information that would otherwise be protected from disclosure by the Health Insurance Portability and Accountability Act ("HIPAA").

(c) Internal Revenue Code. "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any subsequent federal tax law. If subsequent to the date of this power of attorney a particular provision of the Internal Revenue Code is renumbered or superseded, references to such provision in this power of attorney shall be deemed to be to the renumbered or superseding provision of the Internal Revenue Code, unless such deemed reference would be clearly contrary to my express or implied intent as manifest in this power of attorney.

(d) Interested Person. An "interested person" is a person who would succeed to an interest in my probate estate under the terms of my will or, if I have no will, a person who would be entitled to a portion of my probate estate under the applicable laws of intestate succession, were I to die on the date the term requires definition.

(e) Retirement Plan. A "retirement plan" is any retirement arrangement in which I am a participant or of which I am a beneficiary, including, without limitation, an annuity, pension plan, profit-sharing plan, stock bonus plan or individual retirement account.

(f) Other Principles of Construction. "Person" means a legal entity, including, without limitation, a natural person, a corporation, a partnership, a limited liability company, a trust or an

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OCT 21 2022

association; words in any gender include the other gender; the singular includes the plural and vice versa; and the headings and underlined paragraph titles are for guidance only and shall have no significance in the interpretation of this power of attorney.

17. **Governing Law.** Utah law shall govern all questions as to the validity of this power and as to the construction of its provisions.

18. **Photographic Copies.** Each photographic copy of this power of attorney shall have the force and effect of an original.

Signed this 24 day of March, 2016.

Janice M. Shupe
Janice M. Shupe

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

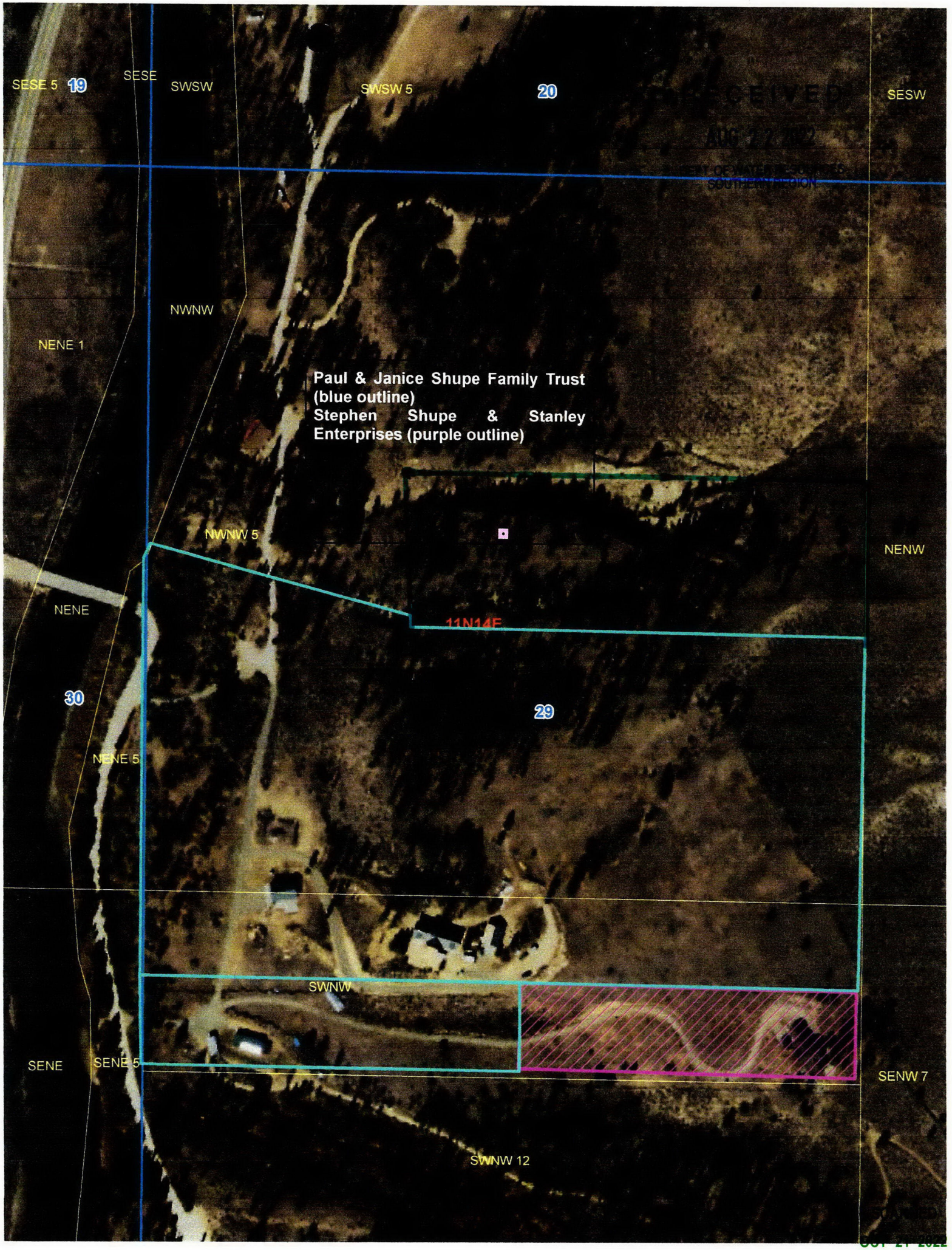
On this 24 day of March, 2016, personally appeared before me Janice M. Shupe, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Witness my hand and official seal.

Notary Public
KENT H. COLLINS
Commission #680897
My Commission Expires
January 5, 2019
State of Utah

Kent H. Collins
Notary Public

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OCT 21 2022


SESE 5
19
SESE
SWSW
SWSW 5
20
SESW
NWNW
NENE 1
Paul & Janice Shupe Family Trust (blue outline)
Stephen Shupe & Stanley Enterprises (purple outline)
NWNW 5
NENW
NENE
11N14E
30
29
NENE 5
SWNW
SENE
SENE 5
SENW 7
SWNW 12

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
650 Addison Ave. W., Ste. 500
Twin Falls, ID 83301-5858

Return Services Requested

BOISE ID 836
12 SEP 2022 PM 2L
FIRST-CLASS
US POSTAGE PITNEY BOWES
ZIP 83301
02 7H
0001280685
$ 000.57⁰
SEP 12 2022

RECEIVED
AUG 21 2023
DEPT OF WATER RESOURCES
SOUTHERN REGION

NIXIE 841 FE 1700 0008/17/23
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 83301585825 *1436-03048-12-44

VERLE L SHUPE
246 E ELBERTA DR
NORTH OGDEN, UT 84414

Change in Ownership split: 72-2151

Verle L Shupe is one of the current owners of this water right.

Per tax parcel info - property is in the name of Stanley Enterprises LLC & / or Stephen Shupe. Stanley Enterprises filed a Change in Ownership July 25, 2022 and it was later returned September 19, 2022 due to lack of sufficient proof of ownership.

Change in Ownership split information was also sent to the other current owners on the water right.

Nothing further has been sent out at this time to Verle L Shupe

DM 8-21-2023

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SEP 25 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

September 19, 2022

COPY

STANLEY ENTERPRISES LLC
3267 E 3300 S # 312
SALT LAKE CTY UT 84109-2246

RE: Water Right No: 72-2151,
Change in Ownership

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on 7/25/2022 for the above referenced water rights. The Notice could not be processed because an acceptable conveyance document was not provided.

On 8/15/2022, the Department requested the required information from you. As of the date of this letter, the Department has not received the required information.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of $25.00 has been requested and will be mailed to Sherry Lynn and Stephen Merrill Shupe under separate cover from the Idaho State Controller's Office. You may re-submit your request with the appropriate documents and fees.

If you have any questions regarding this matter, please contact me at (208) 736-3033.

Sincerely,

Bill Mills
Water Resource Agent, Senior

Enclosures

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NOV 18 2022

Mills, Bill

From: Mills, Bill
Sent: Monday, September 19, 2022 1:01 PM
To: IdwrPayable
Subject: Refund for Returned Ownership Change
Attachments: Receipt ID S039350.pdf

Dear IDWR Payable:

Please refund $25.00 to Sherry Lynn and Stephen Merrill Shupe for fees paid for a Notice in Change of Water Right Ownership (Water Right 72-2151) that was returned because an acceptable conveyance document was never submitted to the Department.
Receipt # S039350; Check #188
Mailing Address is:
Stanley Enterprises
3267 E 3300 S #312
Salt Lake City UT 84109-2246

Thank you,
Bill Mills

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NOV 18 2022

Idaho Department of Water Resources Receipt

Receipt ID: S039350

Payment Amount	$25.00	Date Received	7/25/2022	Region	SOUTHERN
Payment Type	Check	Check Number	188		

Payer SHUPE, SHERRY LYNN; STEPHEN MERRILL

Comments CHANGE OF OWNERSHIP FROM: VERLE L, MERRILL G, OWEN K, & JAMES L SHUPE.
TO: STEPHEN M SHUPE/STANLEY ENTERPRISES.
WR#72-2151.

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
$25.00	OWNERSHIP CHANGES/SECURITY INTERESTS	64140	0229	21		1155

Signature Line (Department Representative)

COPY

CUSTOMER COPY

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IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

August 15, 2022

STANLEY ENTERPRISES LLC
3267 E 3300 S # 312
SALT LAKE CTY UT 84109-2246

COPY

RE: Water Right Nos: 72-2151
Change in Ownership

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

(Select all that apply)

____ Filing Fee of $25 per water right

____ Filing Fee of $100 per water right for changes resulting from division of a water right

____ Signature

____ Notarized Signature for Assignment of Permit

__X__ Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

____ Evidence of Security Interest: copy of Deed of Trust, Mortgage, Contract of Sale or other legal document indicating your interest in the property and water rights in question

____ Security Interest Expiration Date

____ Legal Description of Property

____ Plat of Property or Survey Map usually on file with the county

____ USDA Farm Service Agency (formerly ASCS) Aerial Photo with irrigated acres outlined and point(s) of diversion clearly marked

____ Description of Portion of Water Right resulting from division of water right

During our review of the documentation you submitted we found that a copy of a purchase agreement was submitted as evidence of ownership. A purchase agreement is a preliminary document that states terms and conditions for purchase of a property, but it does not confirm that property has been conveyed. A copy of a conveyance document, such as a contract of sale or a warranty deed, is required to process the Notice of Change in Water Right Ownership.
Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the

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NOV 18 2022

necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

If you have any questions regarding this matter, please contact me at (208) 736-3033.

Sincerely,

Bill Mills
Water Resource Agent, Senior

Enclosures

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NOV 18 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

July 13, 2022

PAUL & JANICE SHUPE FAMILY TRUST
5086 S 2050 E
HOLLADAY UT 84117-7005

STEPHEN SHUPE
STANLEY ENTERPRISES LLC
3267 E 3300 S #312
SALT LAKE CITY UT 84109-2246

Re: Change in Ownership for Water Right No. 72-7151, Custer County, Idaho

Dear Property Owners:

The Department has been notified that you may be the current owner(s) of a parcel of land associated with the water right(s) referenced above. Enclosed is additional information, for your review.

In order to update our records to reflect your ownership, you will need to file the enclosed Notice of Change in Water Right Ownership. Please complete the form and return to this office with all of the required information within sixty (60) days of the date of this letter.

Thank you in advance. If you have any questions regarding this letter, please feel free to contact our office.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant

Enclosures

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NOV 18 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

September 12, 2022

PAUL B & JANICE SHUPE FAMILY TRUST
5086 S 2050 E
HOLLADAY UT 84117-7005

Re: Change in Water Right Ownership: 72-2151 (Split into 72-2151 and ***72-17020***)
Dear Water Right Holders:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right 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 the each water right 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) 736-3033.

Sincerely,

Bill Mills
Water Resource Agent, Senior

Enclosures

C: Water District 170; Verle L Shupe; Merril G Shupe; Owen K Shupe and James L Shupe

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OCT 21 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858
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Governor Brad Little **Director Gary Spackman**

July 13, 2022

PAUL & JANICE SHUPE FAMILY TRUST
5086 S 2050 E
HOLLADAY UT 84117-7005

STEPHEN SHUPE
STANLEY ENTERPRISES LLC
3267 E 3300 S #312
SALT LAKE CITY UT 84109-2246

Re: Change in Ownership for Water Right No. 72-7151, Custer County, Idaho

Dear Property Owners:

The Department has been notified that you may be the current owner(s) of a parcel of land associated with the water right(s) referenced above. Enclosed is additional information, for your review.

In order to update our records to reflect your ownership, you will need to file the enclosed Notice of Change in Water Right Ownership. Please complete the form and return to this office with all of the required information within sixty (60) days of the date of this letter.

Thank you in advance. If you have any questions regarding this letter, please feel free to contact our office.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant

Enclosures

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OCT 21 2022