

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JAN 21 2025
DEPT. OF WATER RESOURCES
EASTERN REGION
RECEIVED
JAN 17 2025
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?
31-7543 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
<i>update Polu</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: US Dept of Agriculture Forest Service
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Buzz Enterprises, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 22349 Kimberly Rd, Ste. E Kimberly ID 83341
Mailing address City State Zip
208-280-5117 mstandlee@standlee.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: 12-30-24
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: *Michael Standlee* Member 1/13/25
Signature of new owner/claimant Title, if applicable Date
Michael Standlee
Print name

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

For IDWR Office Use Only:
 Received by SG Date 1-17-2025 Receipt No. 5040487 Receipt Amt. \$25
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by JB Processed by JB Date 1/22/2025

Microfile No. 59806
30 Day Dec 24
At 03 O'Clock 28 PM
Clark Co. Recorder Stephenie Stewart
Fee \$15.00
AL Deputy
Recorded at Request of
TitleOne - Twin Falls

**WHEN RECORDED MAIL TO
AND SEND TAX STATEMENTS TO:**

BUZZ ENTERPRISES, LLC
c/o Mr. Michael Standlee
22349 Kimberly Rd, Ste. E
Kimberly, Idaho 83341

APN: RP12N39E063000
(Kilgore Administrative Site)

ATE 679196
#24530938

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 17th day of December 2024, by and between the **UNITED STATES OF AMERICA**, acting by and through the Forest Service, Department of Agriculture, hereinafter called **GRANTOR**, and **BUZZ ENTERPRISES, LLC**, an **Arizona limited liability company**, of the County of Maricopa, State of Arizona, hereinafter called **GRANTEE**.

WITNESSETH: The Grantor, as authorized by the Forest Service Facility Realignment and Enhancement Act of 2005 (FSREA) (16 U.S.C. 580d note; P.L. 109-54, Title V; 119 Stat. 559-563, as amended), the provisions of which have been met, has determined that this conveyance is in the public interest.

NOW THEREFORE, the Grantor, for and in consideration of the sum of **TWO HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS and No/100 (\$277,000.00)** the receipt of which is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the **GRANTEE**, their successors and assigns, all its right, title, interest, and claim in and to the real property situated in the County of Clark, State of Idaho, more particularly described as follows:

A parcel of land located in Lot 1 of section 6, T. 12 N., R. 39 E., Boise Meridian, Clark County, Idaho, more particularly described as that Parcel, which is labeled Forest Service, as shown on record of survey, Instrument No. 38948, as filed in the Clark County courthouse, containing 1 acre.

and redundantly described as:

Commencing at a point two rods west of a point nineteen rods south of the northeast corner of Lot 1 in Section Six, and running south sixteen rods, thence west ten rods, thence north sixteen rods and thence east ten rods to the point of beginning.

Containing 1 acre, more or less.

TOGETHER WITH Water Right #31-7543, decreed as part of the Snake River Basin Adjudication on 3/10/1999, groundwater right for domestic purposes.

CERCLA CLAUSE:

CERCLA Notice and Covenant Regarding Hazardous Substances. The notice and covenants contained in this Clause are required under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9620(h) (CERCLA).

NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY. Pursuant to Section 120(h)(3)(A)(i) of the CERCLA, 42 U.S.C. § 9620(h)(3)(A)(i), and based upon a complete search of agency files, the United States gives notice of hazardous substance activity, if any, at the Property by providing GRANTEE with the following documents:

- *Land Transaction Screening Process Forms (LTSP), Worksheets 1-3*, completed by the US Forest Service, 2023/2024.

CERCLA COVENANT. Pursuant to Section 120(h)(3)(A)(ii) of the CERCLA, 42 U.S.C. § 9620(h)(3)(A)(ii), **THE UNITED STATES OF AMERICA** warrants that:

- (1) All response action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property prior to this conveyance has been taken before the date of this conveyance; and
- (2) It shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

This covenant shall not apply in any case in which GRANTEE, their heirs, successors, or assigns, or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR** to the extent, but only to the extent, that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, their heirs, successors, or assigns, or any party in possession after the date of this conveyance that either:

- i. Results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**
- ii. Causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the GRANTEE as of the date of this conveyance.

These warranties and covenants do not apply with respect to lead-based paint, asbestos-containing material, or radon associated with structures related to the subject property.

In the event GRANTEE, their heirs, successors, or assigns, seek to have GRANTOR conduct or pay for any additional response action, and, as a condition precedent to GRANTOR incurring any additional cleanup obligation or related expenses, the GRANTEE, their heirs, successors, or assigns, shall provide GRANTOR at least 45 days written notice of such a claim and provide

credible evidence that the associated contamination existed prior to the date of this conveyance; and the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **GRANTEE**, their heirs, successors, or assigns, or any party in possession.

GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation, removal, or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, removal action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, removal action, or corrective action on adjoining property.

Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors, shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out corrective, remedial, or removal actions as required or necessary, including but not limited to, the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses, or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

The **GRANTEE**, their heirs, successors, and assigns, hereby agree to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including, without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including, but not limited to, environmental and tort laws, with respect to: (a) any lead-based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action, covenant, and warranty provided above by **THE UNITED STATES OF AMERICA** in accordance with 42 U.S.C. § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Quitclaim Deed.

This covenant to indemnify, release, defend, and hold harmless **THE UNITED STATES OF AMERICA** shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by **THE UNITED STATES OF AMERICA** in a court of competent jurisdiction.

LEAD-BASED PAINT DISCLOSURE – No certified inspection has been performed.

ASBESTOS CONTAINING MATERIALS DISCLOSURE – No certified inspection has been performed.

RADON DISCLOSURE – No inspection has been performed.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative, has executed this Quitclaim Deed on the day and year first above written pursuant to the delegation of authority promulgated in Title 7 CFR 2.60 and 49 F.R. 34283, August 29, 1984.

UNITED STATES OF AMERICA



NATHAN HAYNES
Acting Director of Lands & Minerals
Intermountain Region
USDA Forest Service

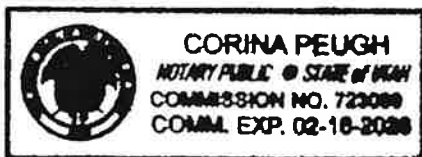
ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF WEBER

} ss

On this 17 day of December 2024, before me, Corina Peugh, a Notary Public in and for Weber County, personally appeared NATHAN HAYNES, Acting Director of Lands & Minerals, Intermountain Region, Forest Service, U.S. Department of Agriculture, the signer of the within instrument, who acknowledged to me that he executed the foregoing instrument, by duly delegated authority.



Corina m Peugh
Notary Public for the State of Utah
Residing in Webster, UT
My Commission Expires 02-16-2026

----- END -----



59806 US Forest Service To Buzz Enterprises LLC

1/21/2025

Scale: 1 inch= 150 feet

File:

Tract 1: 1.0000 Acres (43560 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=858 ft.

01 /ne,ne,ne,6,12n,39e
02 /n90w 2r
03 /s00e 19r
04 s00e 16r
05 n90w 10r
06 n00e 16r

07 n90e 10r



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

January 22, 2025

BUZZ ENTERPRISES LLC
22349 KIMBERLY RD SPC E
KIMBERLY ID 83341-5241

Re: Change in Ownership for Water Right No(s): 31-7543

Dear Water Right Holder(s):

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

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

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

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

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)