

RECEIVED

APR 17 2024

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. OF WATER RESOURCES
EASTERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
75-7363 <i>OP</i>	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: Jess Elgan and Nancy Lee Elgan

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): EI Guns LLC

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or

1528 S 2nd Ave

Pocatello

ID

83201

Mailing address

City

State

Zip

2083170577

elgamea2@isu.edu

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: 10/31/2022

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: [Signature] Title, if applicable: _____ Date: 4/15/2024

Signature of new owner/claimant

Title, if applicable

Date

Print name

Signature: _____ Title, if applicable: _____ Date: _____

Signature of new owner/claimant

Title, if applicable

Date

Print name

Received by: JB Date: 4/17/2023 For IDWR Office Use Only: Receipt No. E049970 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: 4/18/2024

? Question You QQ.

Return to: EL GUNS, LLC
665 Wayne Ave
Pocatello, ID 83201-3717

Instrument # **330568** # Pages: **2**
LEMHI COUNTY, Idaho
Dec 05, 2022 2:38:09 pm Fee: \$ 15.00
For: **RACINE OLSON**
BRENDA ARMSTRONG, Recorder
CMORSE, Deputy

QUIT CLAIM DEED

For Value received Nancy Lee Elgan and Gregory Paul Elgan, Trustees of

The Jess B. Elgan Family Trust, Grantor(s),
do(es) hereby convey, release, remise and forever quit claim unto

EL GUNS, LLC and Idaho Limited Liability Company, Grantee(s),
the following described premises, to-wit:

As Described in the Attached Exhibit

together with their appurtenances.

Dated: 31 OCT 2022

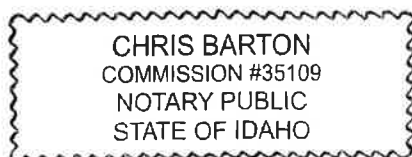
X Nancy Lee Elgan
Nancy Lee Elgan, Trustee

X Gregory Paul Elgan
Gregory Paul Elgan, Trustee

STATE OF IDAHO
COUNTY OF FRANKLIN ^{SS.}

On this 31 day of OCTOBER, 2022, before me, a Notary Public in and for said State, personally appeared Nancy Lee Elgan and Gregory Paul Elgan, known or identified to me, (or proved to me on the oath of _____) to be the manager or member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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



Notary Public State of IDAHO
Residing at: PRESTON
Commission Expires: 11-13-2024

A fraction of H.E.S. No. 199, in approximate T. 23 N., R. 17 E., Boise Meridian, more particularly described as follows, to-wit:

Commencing at Corner No. 1 of said H.E.S. 199, run thence No. $5^{\circ}58'$ E. along the Westerly boundary of H.E.S. No. 199 a distance of 1423.46(?) feet to the TRUE POINT OF BEGINNING, and the Southwesterly corner of the tract of land herein described; continuing thence N. $5^{\circ}58'$ E., 300.0 feet; thence S. $86^{\circ}21'$ E., 232.5 feet to a point on the Easterly boundary of H.E.S. No. 199; thence S. $6^{\circ}16'$ W. along the Easterly boundary of H.E.S. No. 199 a distance of 300.0 feet; thence N. $86^{\circ}21'$ W., 230.93 feet to the POINT OF BEGINNING. (RP23N16E246612)

EXCEPT: Commencing at Corner No. 3 of said H.E.S. 199 from which Corner No. 2 bears N. $86^{\circ}44'37''$ W. 230.06 ft. the Basis of Bearing of this description, run thence S. $06^{\circ}14'19''$ W. along Line 3-4 a distance of 220.25 ft. to the POINT OF BEGINNING;

Thence continuing S. $06^{\circ}14'19''$ W. along Line 3-4, a distance of 250.37 ft. to a point in the center of Colson Creek Road;

Thence N. $11^{\circ}20'00''$ W. 258.36 ft. along said centerline;

Thence S. $86^{\circ}44'38''$ E. a distance of 78.10 ft. to the POINT OF BEGINNING. (RP23N16E246613)

Authorization ID: NFK124
Contact ID: ELGAN,J
Expiration Date: 12/31/2033
Use Code: 915

FS-2700-4 (05/03)
OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
Forest Service
SPECIAL USE PERMIT
AUTHORITY:**

FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

~~JESS B. ELGAN of P.O. BOX 91, DAYTON, ID 83232~~
27 N. 1st W, Preston, ID 83263
(hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the Salmon-Challis National Forest.

This permit covers .32 acres, and/or 0.26 miles (10 feet in width) and is described as a right-of-way located in E1/2 Sec. 25, T23N, R16E, BOISE PRINCIPAL MERIDIAN along Colson Creek, as shown on the location map attached to and made a part of this permit, and is issued for the purpose of:

Using and maintaining a head gate and 1400 feet of buried 3-inch water line to provide culinary water to private property.

The above described or defined area shall be referred to herein as the "permit area".

TERMS AND CONDITIONS

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. Amendment. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. Nonexclusive Use and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

G. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

H. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding ceases to be the owner of the improvements, this permit shall terminate.

I. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on 12/31/2033. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least 365 days each year, unless otherwise authorized in writing under additional terms of this permit.

C. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

D. Conditions for issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits laws, or regulations.

E. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

F. Construction. Any construction authorized by this permit may commence by N/A and shall be completed by N/A. If construction is not completed within the prescribed time, this permit may be revoked or suspended.

III. RESPONSIBILITIES OF THE HOLDER

A. Compliance with Laws, Regulations, and other Legal Requirements. The holder shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

B. Plans. Plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a qualified individual acceptable to the authorized officer and shall be approved in writing prior to commencement of work. The holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

C. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this authorization. If requested, the holder shall comply with inspection requirements deemed appropriate by the authorized officer.

D. Hazard Analysis. The holder has a continuing responsibility to identify all hazardous conditions on the permit area, which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

E. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

F. Change in Ownership. This permit is not assignable and terminates upon change of ownership of the improvements or control of the business entity. The holder shall immediately notify the authorized officer when a change in ownership or control of business entity is pending. Notification by the present holder and potential owner shall be executed using Form SF-299 Application for Transportation and Utility Systems and Facilities of Federal Lands, or Form FS-2700-3a, Holder Initiated Revocation of Existing Authorization, Request for a Special Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the party who acquires ownership of, or a controlling interest in, the improvements or business entity.

IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the authorized officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation, which is temporary, and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Prior to abandonment of the improvements or within a reasonable time following revocation or termination of this authorization, the holder shall prepare, for approval by the authorized officer, an abandonment plan for the permit area. The abandonment plan shall address removal of improvements and restoration of the permit area and prescribed time frames for these actions. If the holder fails to remove the improvements or restore the site within the prescribed time period, they become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

B. The holder shall pay in advance a sum determined by the Forest Service to be the fair market value of the use granted by this authorization for a 5 year period. The payment is set at \$225.00 for the initial 5 year period. Payments for each subsequent 5 year period shall be the amount of the payment for the initial period, adjusted using an appropriate indexing factor to reflect more nearly the current fair market value of the use at the beginning of the new period. At certain intervals the Forest Service shall review the fee and adjust the fee as necessary to assure that it is commensurate with the fair market value of the authorized rights and privileges, as determined by appraisal or other sound business management principles.

C. Payment Due Date. The payment due date shall be the close of business on January 1 of each calendar year payment is due. Payments due the United States for this use shall be deposited at USDA - FS, File 71652, P.O. Box 60000, San Francisco, CA 94160-1652, in the form of a check, draft, or money order payable to "Forest Service, USDA." Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest, Administrative Costs and Penalties Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, *et seq.*

VII. OTHER PROVISIONS

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

D. Operating Plan. (C-8) The holder shall provide an Operating Plan. the plan shall be prepared in consultation with the authorized officer or designated representative and cover operation and maintenance of facilities, dates or season of operations, and other information required by the authorized officer to manage and evaluate the occupation and/or use of National Forest System lands. The provisions of the Operating Plan and the annual revisions shall become a part of this authorization and shall be submitted by the holder and approved by the authorized officer or their designated representative (s). This Operating plan is hereby made a part of the authorization.

E. Superseded Authorization (X-18) This authorization supersedes a special use authorization designated: Jess B. Elgan, Water Transmission Pipeline, dated 11/16/98, NFK5234-01.

F. Improvement Relocation (X-33) This authorization is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the authorized officer.

G. Water Rights (X-74). This authorization does not convey any legal interest in water rights as defined by applicable state law.

H. Fish and Wildlife Protection (K-41). The holder shall construct, maintain, and operate such protective devices and comply with such reasonable modifications of the project structures and operation in the interest of fish and wildlife resources as may be prescribed hereafter by the Forest Service upon the recommendation of the Secretary of the Interior, Secretary of Commerce, or the State Fish and Game agency.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archaeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This permit is accepted subject to the conditions set out above.

HOLDER NAME: JESS B. ELGAN

U.S. DEPARTMENT OF AGRICULTURE

Forest Service

By: Jess B. Elgan
(Holder Signature)

By: [Signature]
(Authorized Officer Signature)

By: _____
(Holder Signature)

Title: FOREST SUPERVISOR
(Name and Title)

Date: 3/3/04

Date: 3/15/04

OPERATING PLAN
WATER TRANSMISSION
JESS B. ELGAN
NORTH FORK RANGER DISTRICT

1. Fish passage will be provided at the point of diversion.
2. Water intake will be screened to prevent adult and juvenile fish from entering the water transmission pipeline.
3. During pipeline maintenance, do not side cast materials into Colson Creek.

Holder's Signature *Jess B. Elgan* Date 3/3/04

Forest Supervisor's Signature *[Signature]* Date 3/15/04

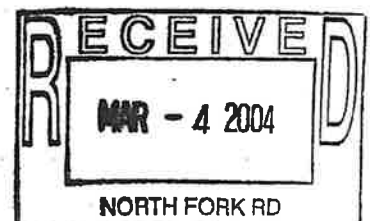


Exhibit 1

Point of Diversion

Private Land

Colson VABM 3085

Jess Elgan Water Transmission Pipe and Diversion

E 1/2 Section 25 T23N R16E Colson Creek

Map prepared by N.Staaf 02/98

Page _____ of _____

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 75-7363

Current Owner: NANCY LEE ELGAN
JESS ELGAN

Priority Date: 5/6/1983

Origin: Water Right

Status: Active

Basis: License

Source

COLSON CREEK

Tributary

SALMON RIVER

Beneficial Use

DOMESTIC

From To

1/01 to 12/31

Total Diversion

Diversion Rate

0.04 CFS

0.04 CFS

Annual Volume

1.2 AF

1.2 AF

Location of Point(s) of Diversion

COLSON CREEK

LEMHI County

NW1/4NE1/4

Sec. 25, Twp 23N, Rge 16E B.M.

Place of Use

DOMESTIC Within LEMHI County

T23N R16E S25

NESE

Conditions of Approval:

1. Domestic use is for 1 home.

Licensed Date: 9/14/1998

PLAT OF
HOMESTEAD ENTRY SURVEY No. 199
in the
SALMON NATIONAL FOREST,
in

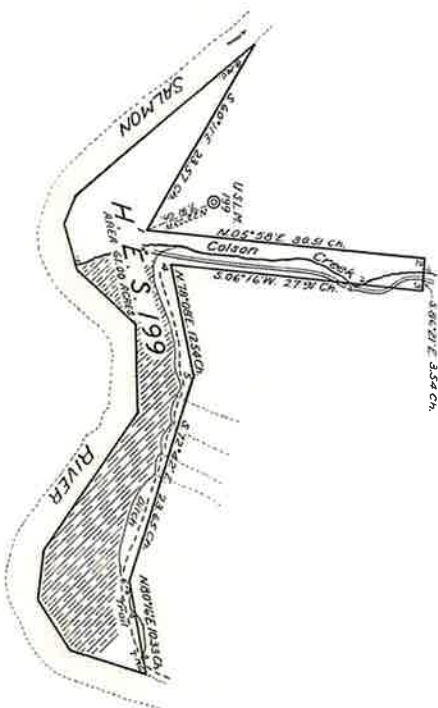
Approx. unsurveyed T. 23N, R. 17E,
Section — surveyed T. —, R. —,

of the
BOISE MERIDIAN,
IDAHO,
ARTHUR W. POPE,
Claimant.

This plat of Homestead Entry Survey
No. 199, situated in approx. unsurveyed
Township 23 North of Range 17 East
and in Section — surveyed in Township
— of Range — and in Section
— surveyed in Township — of Range
— and in Section — surveyed, in
Township — of Range — of the
Boise Meridian, is strictly
conformable to the field notes of the Survey
thereof, on file in this office, which have been
examined and approved.

Office of U.S. Surveyor General,
Boise, Idaho, February 24, 1914.

Stearns A. Utter
U.S. Surveyor General



Scale

10 Chains equal 1 inch

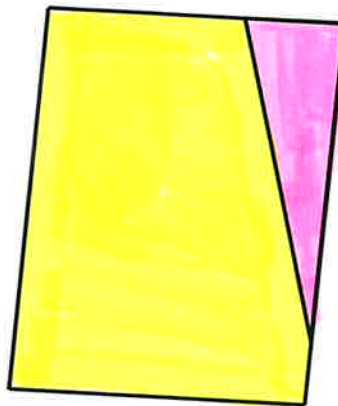
Initials Orig. plat by E.A.C.
This copy E.A.C.

Survey Designator	By Whom Surveyed	Approved by	When Surveyed	Date of Approval
HE Survey No. 199	Forl. R. Gilbert	Sgt. R. J. 1913	1913	
	Forest Ranger - Surveyor			

Areas	Conflicts
H. E. Survey No. 199	
In Section	
In Section	
In Section	
Total	\$1.00

List No. 4-322	Date January 27, 1910.
Act of June 11, 1906, Act of Nov. 4, 1913	
Latitude 45° 19' 27"	At U.S.L.M. 199.
Longitude 114° 30'	
Mean Mag. Decl. 20° 45'E.	

Checked Aug. 20, 1915



330568 EL GUNS LLC
Except

75-7363

4/18/2024

Scale: 1 inch= 150 feet

File:

Tract 1: 1.5943 Acres (69450 Sq. Feet), Closure: s04.1236w 0.07 ft. (1/15729), Perimeter=1063 ft.
Tract 2: 0.2241 Acres (9764 Sq. Feet), Closure: n77.5135e 0.01 ft. (1/101663), Perimeter=587 ft.

01 /n05.58e 1505
02 n5.58e 300.00
03 s86.21e 232.5
04 s06.16w 300.00
05 n86.21w 230.93
06 @0
07 /n05.58e 30.51c
08 /s89.21e 3.54c
09 /s06.1419w 220.25

10 s06.1419w 250.37
11 n11.2000w 258.36
12 s86.4438e 78.10



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

April 18, 2024

EL GUNS LLC
1528 S 2ND AVE
POCATELLO ID 83201-6801

Re: Change in Ownership for Water Right No(s): 75-7363

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)