

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOV 02 2023

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources
Eastern Region

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
13-2047	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: Dorcas J Baker Living Trust & Kathy R Baker Living Trust
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Badlands Ranches LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
PO Box 9 Swanlake ID 83281
Mailing address City State Zip
435-757-6885 digginit2020@gmail.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: 5/25/23

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
o \$25 per undivided water right.
o \$100 per split water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Philip Baker MANAGER 10/30/23
Signature of new owner/claimant Title, if applicable Date
Philip Baker
Print name

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

Received by JB Date 11/2/2023 For IDWR Office Use Only: Receipt No. E049594 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 11/3/2023

QUITCLAIM DEED

FOR VALUE RECEIVED

BAKER AVON FARM, L.C., a Utah Limited Liability Company, whose current address is: 13986 Old Dobbin Lane, Draper, UT 84020;

the grantor, does hereby grant, bargain, sell and convey unto

Badlands Ranches llc, an Idaho Limited Liability Company,

whose current address is: **PO BOX 9
Swanlake, ID 83281**

the grantee, the following described premises, located in Bannock County, Idaho, to-wit:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A
PART HEREOF BY REFERENCE)

Together with all improvements, appurtenances and water rights, ditch or ditch rights, belonging thereto, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said property of the second part, and to its heirs and assigns forever. The said party of the first part, and her heirs and assigns, warrant the said premises in quiet and peaceable possession of the said party of the second part, its heirs and assigns, against the said party of the first part and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

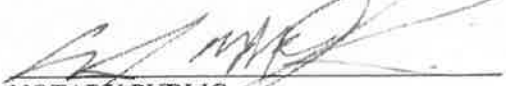
DATED this 11th day of October, 2022.



PHIL BAKER, Manager

STATE OF IDAHO)
) ss.
COUNTY OF FRANKLIN)

On this 11th day of October, 2022, before me, a Notary Public, personally appeared PHIL BAKER, known to me to be the Manger of Baker Avon Farm L.C., whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



NOTARY PUBLIC
Residing at: Preston, Idaho
My Commission Expires: 4-10-2025



EXHIBIT "A"

Parcel 1:

Township 11 South, Range 37 East, Boise Meridian, Bannock County, Idaho.

Section 14: The North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and Tax 17, more particularly described as follows:

Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ excepting therefrom a tract beginning at the Southeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence North 30.5 rods; thence West 12 rods; thence South 30.5 rods; thence East 12 rods to the place of beginning.

Parcel 2:

Township 11 South, Range 37 East, Boise Meridian, Bannock County, Idaho.

Section 15: The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ except the North 26 feet thereof.

Parcel 3:

The East half of the Southwest Quarter, and the Southeast Quarter of the Northwest Quarter of Section 15, Township 13 South, Range 38 East of the Boise Meridian, Bannock County, Idaho.

Parcel 4:

Township 13 South, Range 38 East, Boise Meridian, Bannock County, Idaho.

Section 15: Beginning at the Southwest corner of Section 15, and running thence North along the West boundary line of said Section 15, 700 feet, more or less, to the South side of the County Road; thence East 1320 feet; thence South 700 feet, more or less, to the South boundary line of said Section 15; thence West 1320 feet to the point of beginning.

Excepting therefrom: That portion that lies within the right of way of Nordick Cutoff as disclosed by Highway Right of Way Deed to the State of Idaho recorded as Instrument Number 282030.

SETTLEMENT AND RELEASE

This Settlement and Release ("**Agreement**") is made and entered into as of the May 25, 2023 (the "**Effective Date**"), by and between siblings: Suzan Baker ("**Suzan**"), Philip Clark Baker ("**Philip**"), and Steven Doran Baker ("**Steve**"). Each of the foregoing are sometimes referred to below as a "**Party**" and collectively as the "**Children**".

RECITALS

A. Suzan, Philip and Steve are the children of Doran and Kathy Baker, both of whom passed away in the summer of 2022.

B. Doran Baker, prior to his passing, created the Doran J. Baker Living Trust, dated April 26, 2007 ("**Doran's Trust**").

C. Similarly, Kathy Baker, prior to her passing, created the Kathy R. Baker Living Trust, dated April 26, 2007 ("**Kathy's Trust**"). Doran's Trust and Kathy's Trust are collectively referred to as the "**Original Trusts**".

D. The Doran's Trust was later amended on January 18, 2017. The Original Trusts plus each additional amendment or restatement is collectively referred to herein as the "**Trusts**."

E. After the Original Trusts were formed but before Doran's passing in 2022, Doran effectuated a number of property exchanges involving the Trust which had the result of frustrating the intent of the original planning as understood by the Children.

F. In order to administer Doran's overall estate and the Trusts, the Children have reached the following agreement.

AGREEMENT

NOW THEREFORE, the Children agree as follows:

1. The Children hereby agree that the real property described as follows:
Part of township 6 South, Range 44 East of the Boise Meridian
Section 17: SW1/4
Section 20: W1/2

Shall be inherited and received by Philip. Furthermore, Suzan and Steve hereby waive any and all claims to the aforementioned property. Philip shall cause an appropriate deed to be drawn up which deed will be signed by the necessary parties reflecting the transfer of this property from the Trusts to Philip.

- 
2. The Children hereby agree that any interest held by the Trusts in Baker Avon Farm, L.C. f.k.a. Baker Avon Ranch, L.C.; and Sheep Creek Ranch, L.C., to the extent those entities exist and continue to be viable, shall be inherited and received by Philip. Furthermore, Suzan and Steve hereby waive any and all claims to the aforementioned business entities and the assets, including equipment, either company may continue to hold. Furthermore, Philip shall be authorized to make any appropriate modifications or updates with the governing state body to update the aforementioned companies so as to reflect proper management, agents and ownership.

3. The Children hereby agree that the remaining assets in the Trusts, including any funds held in the Zions First National Bank belong to Steve and Suzan equally. Furthermore, Philip hereby waives any and all claims to the remaining assets in the Trusts consistent with this paragraph.

4. Each Party hereby waives any further accountings of the assets held in the Trusts.

5. This Agreement shall be enforceable and effective only after each Party executes this document. This Agreement shall supersede and replace all prior agreements: written, oral, or otherwise.

6. The Children hereto and all of their respective agents, attorneys and other related persons or entities ("**Releasors**") shall, by their execution of this Agreement, be deemed to have **RELEASED AND FOREVER DISCHARGED** each other Party, including its respective agents, attorneys and other related persons or entities ("**Releasees**"), from any and all obligations, and from any and all claims, counterclaims, cross claims, third party claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, liabilities, liens, judgments, executions, claims and demands whatsoever, in law, equity, or other authority, which Releasors ever had, now have, or hereafter may have against Releasees up through the date of this Agreement, whether known or unknown, asserted or unasserted and related to the subject matter hereof. The release set forth herein is not intended to, and does not, waive, release, limit, restrict, impair or affect in any manner rights or claims that may arise from events occurring after the Children's execution of this Agreement, including claims for the enforcement of this Agreement, or claims against third Children, including persons, associations, or entities not defined as Releasees by this Section.

7. Each signatory to this Agreement expressly warrants to the other party that he or she has the authority to execute this Agreement.

8. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

9. The Children intend that no party hereto shall be deemed to be the drafter of this Agreement, that the Children collectively shall be deemed to have drafted it, and that it shall be construed without regard to rules of construction that might otherwise apply against a drafter.

10. The Children have read this Agreement and have freely and voluntarily entered into the Agreement. The Children acknowledge that they and their attorneys have made such investigation of facts pertaining to this Agreement, and all of the matters pertaining thereto, as they deem necessary.

11. The Children agree to cooperate with any additional documentation that may be required to effectuate the terms of this Agreement.

IN WITNESS WHEREOF, the Children have executed this Agreement as of the Effective Date.


Suzan Baker

Philip Clark Baker

 6/2/23
Steven Doran Baker

3. The Children hereby agree that the remaining assets in the Trusts, including any funds held in the Zions First National Bank belong to Steve and Suzan equally. Furthermore, Philip hereby waives any and all claims to the remaining assets in the Trusts consistent with this paragraph.

4. Each Party hereby waives any further accountings of the assets held in the Trusts.

5. This Agreement shall be enforceable and effective only after each Party executes this document. This Agreement shall supersede and replace all prior agreements: written, oral, or otherwise.

6. The Children hereto and all of their respective agents, attorneys and other related persons or entities ("**Releasors**") shall, by their execution of this Agreement, be deemed to have **RELEASED AND FOREVER DISCHARGED** each other Party, including its respective agents, attorneys and other related persons or entities ("**Releasees**"), from any and all obligations, and from any and all claims, counterclaims, cross claims, third party claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, liabilities, liens, judgments, executions, claims and demands whatsoever, in law, equity, or other authority, which Releasors ever had, now have, or hereafter may have against Releasees up through the date of this Agreement, whether known or unknown, asserted or unasserted and related to the subject matter hereof. The release set forth herein is not intended to, and does not, waive, release, limit, restrict, impair or affect in any manner rights or claims that may arise from events occurring after the Children's execution of this Agreement, including claims for the enforcement of this Agreement, or claims against third Children, including persons, associations, or entities not defined as Releasees by this Section.

7. Each signatory to this Agreement expressly warrants to the other party that he or she has the authority to execute this Agreement.

8. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

9. The Children intend that no party hereto shall be deemed to be the drafter of this Agreement, that the Children collectively shall be deemed to have drafted it, and that it shall be construed without regard to rules of construction that might otherwise apply against a drafter.

10. The Children have read this Agreement and have freely and voluntarily entered into the Agreement. The Children acknowledge that they and their attorneys have made such investigation of facts pertaining to this Agreement, and all of the matters pertaining thereto, as they deem necessary.

11. The Children agree to cooperate with any additional documentation that may be required to effectuate the terms of this Agreement.

IN WITNESS WHEREOF, the Children have executed this Agreement as of the Effective Date.

Suzan Baker



Philip Clark Baker

Steven Doran Baker

*point of diversion



Close

Water Right Report : 13-2047(License/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	DORAN J BAKER LIVING TRUST	333 S 1ST E	PROVIDENCE	UT	84332
Current Owner	KATHY R BAKER LIVING TRUST	333 S 1ST E	PROVIDENCE	UT	84332
Original Owner	BOYCE, LEANDER M		OXFORD	ID	
Previous Owner	KENDALL, KENNETH	1341 CLIFFORD	BLACKFOOT	ID	83221
Previous Owner	KENDALL, RENELL	1341 CLIFFORD	BLACKFOOT	ID	83221

Water Right Status

Priority Date : 5/4/1912

Basis : License

Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
UNNAMED LAKE		SINKS	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
UNNAMED LAKE	13S	38E	15	0		SE	SW	BANNOCK	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4 /1	10/31	1.00 CFS	
TOTAL			1.00 CFS	

Places of Use

Printable View

Paged View

Place of Use Legal Description : IRRIGATION (BANNOCK county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
13S	38E	15			NE	SW	33
13S	38E	15			SE	SW	17

Irrigation Totals

Total Acres Acre Limit

50.00

Conditions

Code Conditions

- R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District 13R.
- R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).

10/30/2023

IDWR Eastern Region
900 N Skyline Dr. Ste A
Idaho Falls, ID 83402

Dear James,

Please send a confirmation by email that this documentation has been received to Jayson Kennington @
jkennington@ireland-bank.com.

If you have any questions regarding this letter, please contact me at 208-852-2400.

Sincerely,

Jayson Kennington
Loan Officer
NMLS #994327
(208) 852-2400 Office



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

November 03, 2023

BADLANDS RANCHES LLC
PO BOX 9
SWANLAKE ID 83281-0009

Re: Change in Ownership for Water Right No(s): 13-2047

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)

cc: WATER DISTRICT 11