

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?
13-8075	Yes ☐	Yes ☐		Yes ☐	Yes ☐
13-8075 13-8112	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Sparrow Farms, LLC
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): RICK SPARROW
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or
- 1942 N. MAIN N. LOGAN VT 84341
Mailing address City State Zip
435-881-2215 rick@sparrowtax.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: _____
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: Rick Sparrow Title, if applicable: _____ Date: 12-12-2022
Signature of new owner/claimant
Print name: RICK SPARROW

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

For IDWR Office Use Only:

Received by M. Pettis Date 12-15-22 Receipt No. E048795 Receipt Amt. 100.00
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 JB Processed by JB Date 1/3/2023

AFTER RECORDING MAIL TO:

Rick Sparrow
1942 N Main
N Logan, UT 84341

287380

Recorded at the request of
First American Title
Time: 3:18 Amount \$ 19.00

JUN 30 2021

CAMILLE LARSEN, RECORDER
By HC Deputy
Franklin County, Idaho

QUITCLAIM DEED

File No.: 986162-PR (hb)

Date: June 23, 2021

For Value Received, **Sparrow Farms, LLC**, do(es) hereby convey, release, remise, and forever quit claim unto **Rick Sparrow, a married man as his sole and separate property**, whose address is **1920 E 3375 N Logan UT 84341**, herein after called the Grantee, the following described premises situated in **Franklin County, Idaho**, to-wit: **Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

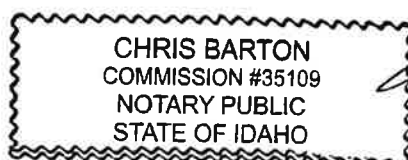
together with its appurtenances.

Dated: 6-30-2021

Rick Sparrow
Rick Sparrow, Member/Manager

STATE OF Idaho)
ss.
COUNTY OF Franklin)

On this **June 30, 2021**, before me, a Notary Public in and for said State, personally appeared **Rick Sparrow**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Sparrow Farms LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that he executed the same in said Limited Liability Company's name.



Chris Barton
Notary Public of Idaho
Residing at: Preston
Commission Expires: 11-13-2024

287380

1.2

APN:

Quitclaim Deed - continued

File No.: 986162-PR (hb)
Date: 06/23/2021

EXHIBIT A

A parcel of land located in the Southeast quarter in the Southeast quarter of Section 25, Township 15 South, Range 38 East, Boise Meridian, Franklin County, Idaho, and more particularly described as follows:

Beginning at the Southeast corner of said Section 25 from which the South quarter corner of Section 25 bears South 89° 39' 50" West; thence South 89° 39' 50" West 759.50 feet along the South boundary of Section 25 to a 5/8" rebar and cap labeled "Allen Land Surveying, PLS 9163"; thence North 00° 07' 22" West 141.10 feet to a 5/8" rebar and cap; thence North 58° 41' 15" East 206.14 feet to a 5/8" rebar and cap; thence North 89° 39' 50" East 583.15 feet to a 5/8" rebar and cap set at the East boundary of Section 25; thence South 00° 07' 22" East 247.20 feet along said East boundary to The Point of Beginning. (01536.01)

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
28 West Oneida/PO Box 148
Preston, ID 83263

287044

1-3

Recorded at the request of
First American Title
Time: 11:18 Amount: \$150

JUN 07 2021

CAMILLE LARSEN, RECORDER
By C. Carter Deputy
Franklin County, Idaho

Space Above This Line for Recorder's Use Only

CORRECTION WARRANTY DEED
To correct 286195

File No.: 964905-PR (hb)

Date: April 06, 2021

For Value Received, Michael S Phillips and Aleta Phillips, husband and wife, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto Sparrow Farms LLC, hereinafter called the Grantee, whose current address is 1942 N Main, Logan UT 84341, the following described premises, situated in Franklin County, Idaho, to-wit: **Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

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.

287044

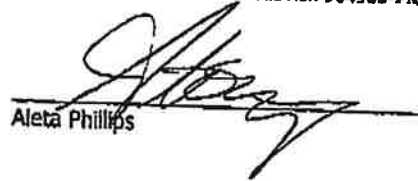
2-3

Date: 04/06/2021

Warranty Deed
- continued

File No.: 964905-PR (hb)


Michael S Phillips


Aleta Phillips

STATE OF Idaho

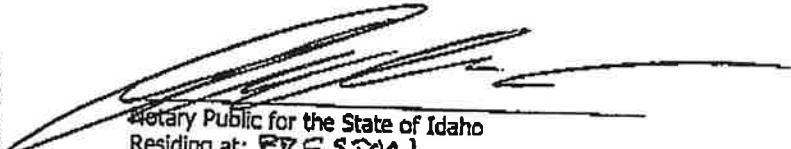
)
ss.

COUNTY OF Franklin

JONES

On this 7th day of ~~April~~ JUNE, 2021, before me, a Notary Public in and for said State, personally appeared **Michael S Phillips and Aleta Phillips**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.

CHRIS BARTON
COMMISSION #35109
NOTARY PUBLIC
STATE OF IDAHO


Notary Public for the State of Idaho

Residing at: PRESTON

My Commission Expires: 11-13-2024

287044
3-3

Date: 04/06/2021

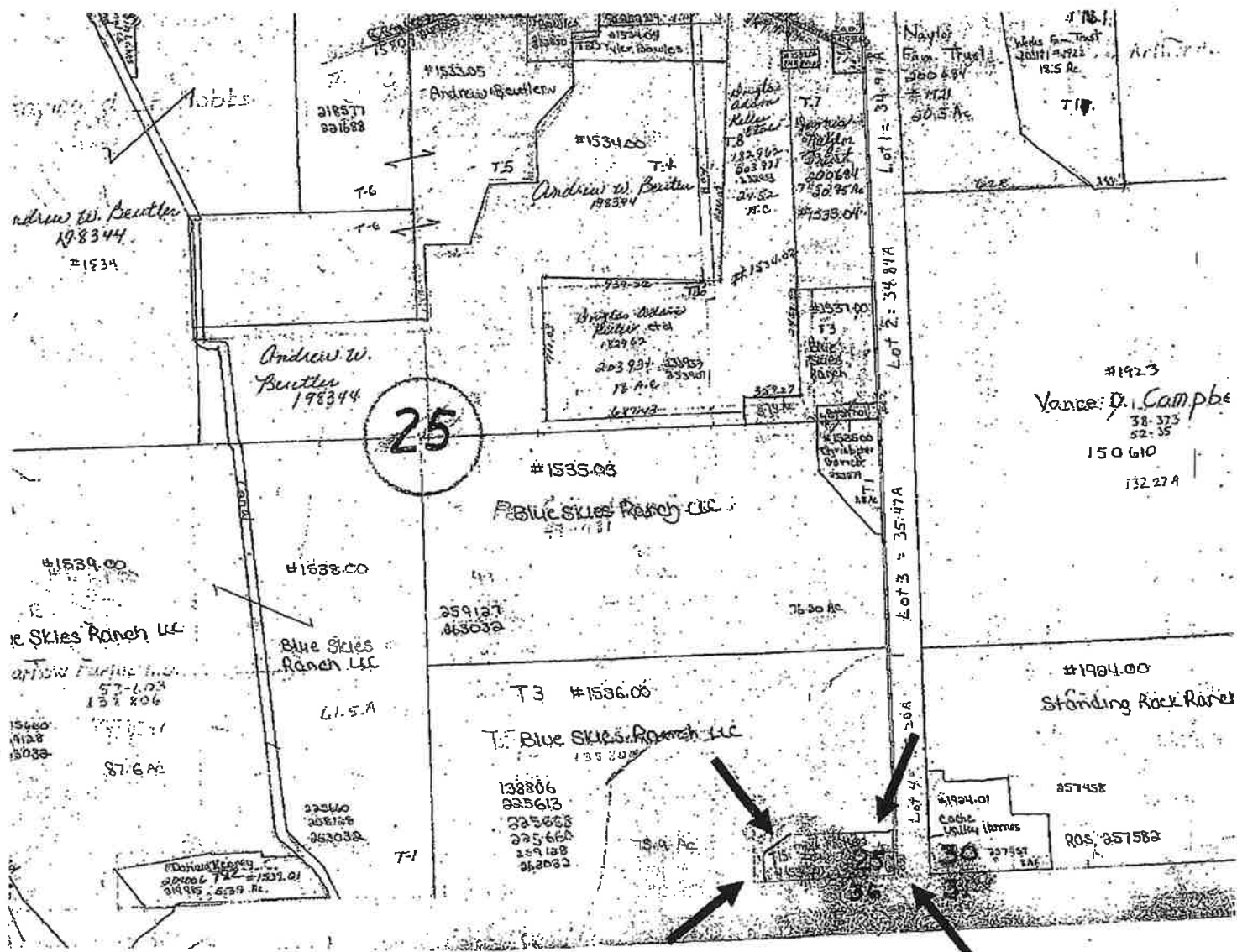
Warranty Deed
- continued

File No.: 964905-PR (hb)

EXHIBIT A

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State of Idaho
Department of Water Resources
Permit to Appropriate Water

13-8075

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



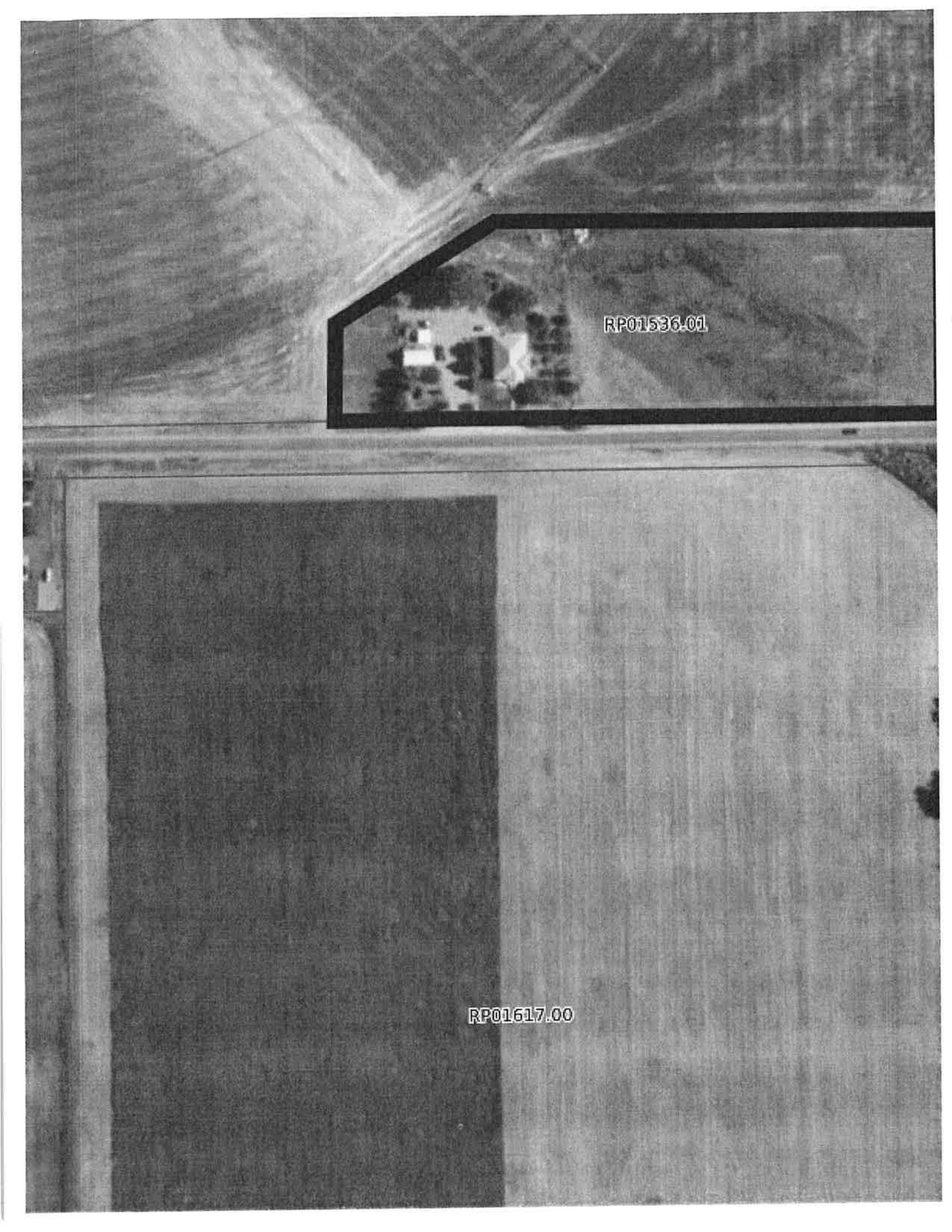
Date created: 12/6/2022



Legend

- Point of Diversion
- Place of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters



An aerial photograph showing a road running horizontally across the middle. Above the road, there is a building with a light-colored roof and some surrounding vegetation. A thick black line is drawn over the image, starting from the left edge, going up, then right, then down, and finally right again, forming a rectangular shape that encloses the building. The text 'RP01536.01' is printed in white on the right side of the image, above the road.

RP01536.01

RP01617.00

After Recording Return To:
UNITED WHOLESAL MORTGAGE, LLC
585 SOUTH BOULEVARD E
PONTIAC, MI 48341
ATTN: POST CLOSING MANAGER
Loan Number: 1221580606

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 100032412215806065

MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated JULY 2, 2021, together with all Riders to this document.
- (B) "Borrower" is Rick Sparrow, A Married Man, As His Sole and Separate Property

Borrower is the trustor under this Security Instrument.

- (C) "Lender" is United Wholesale Mortgage, LLC

Lender is a LIMITED LIABILITY COMPANY
and existing under the laws of MICHIGAN

organized

Lender's address is 585 South Boulevard E, Pontiac, Michigan 48341

- (D) "Trustee" is WILLIAM L. BISHOP, JR.
720 OLIVE WAY, SUITE 1201, SEATTLE, WASHINGTON 98101

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

- (F) "Note" means the promissory note signed by Borrower and dated JULY 2, 2021
The Note states that Borrower owes Lender TWO HUNDRED SEVENTY THOUSAND AND 00/100
Dollars (U.S. \$ 270,000.00) plus interest.



Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2051

(G) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(H) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | |
|--|---|
| ☐ Adjustable Rate Rider | ☐ Planned Unit Development Rider |
| ☐ Balloon Rider | ☐ Biweekly Payment Rider |
| ☒ 1-4 Family Rider | ☐ Second Home Rider |
| ☐ Condominium Rider | ☐ Other(s) [specify] |

(J) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) **"Escrow Items"** means those items that are described in Section 3.

(N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.



EXHIBIT A

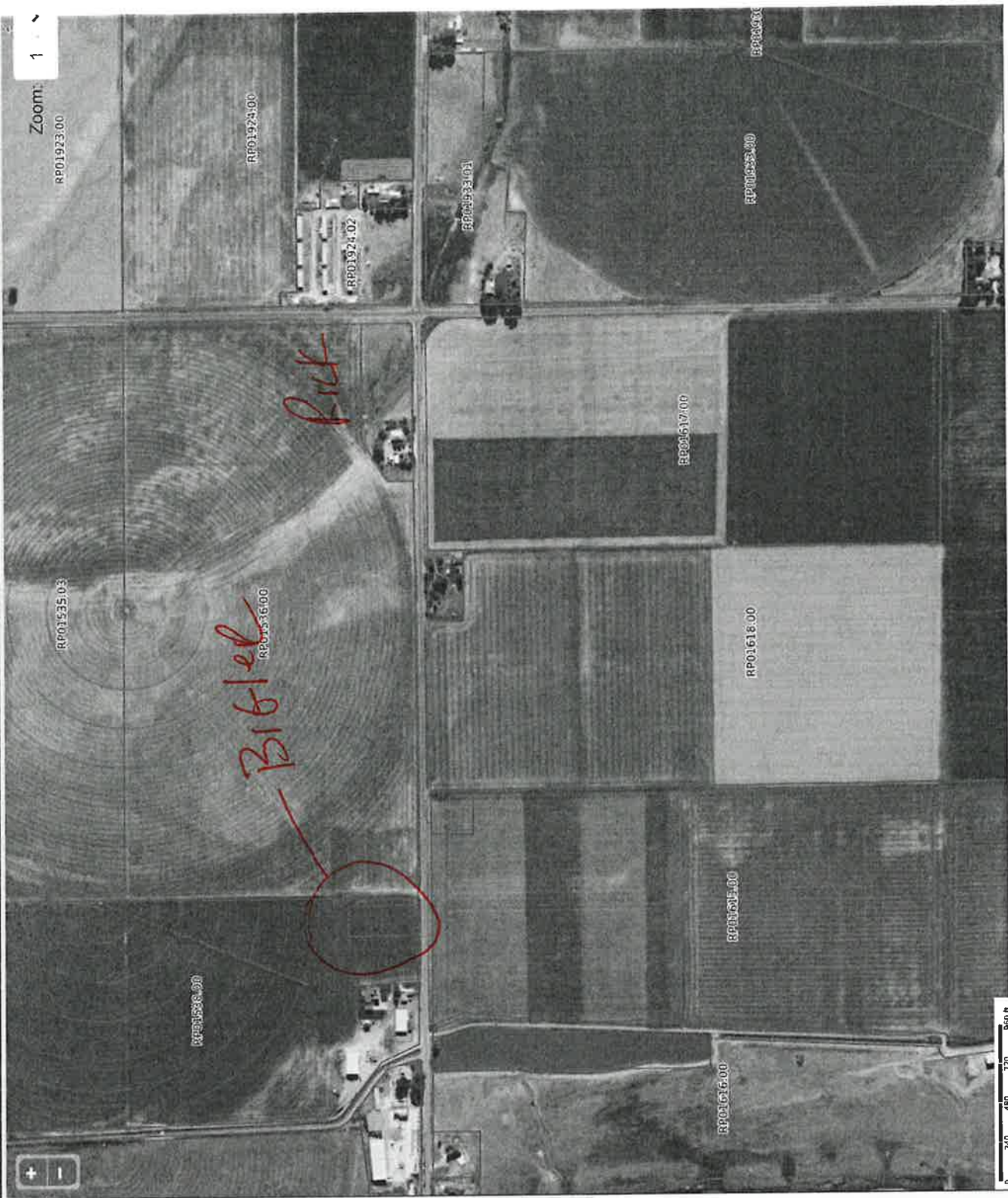
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>> Drawing and Markup

The **Drawing** and **Markup** layer can be used to add user defined shapes to the map.

- Drawing**
- Overlays**
 - ▼ **County Data**
 - ☆ Parcels
 - ✓ See last time data was updated below
 - Fire Locations(Updated Daily)
 -
 - Township and Ranges
 -
 - Sections
 -
 - Quarter Sections
 -
 - Wells
 -
 - Towers
 -
 - Zip Codes
 -
 - Roads Layer
 -
 - Taxing Districts
 -
 - DIRT
 - GRAVEL
 - NAT
 - PAVED
 - UNKNOWN
 - Registered Towers
 -
 - ▼ **Taxing Districts**
 -
 - boundary
 - Tax Code Areas
 -
 - Proposed Annexations
 -
 - City Bonds
 -
 - Cemetery
 -





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 Gary Spackman

January 03, 2023

RICK SPARROW
1942 N MAIN ST
NORTH LOGAN UT 84341-1707

Re: Change in Water Right Ownership: 13-8075 (Split into 13-8075 and 13-8112),

Dear Water Right Holder(s):

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

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

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

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

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

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

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: Marc & Tessa Bigler

December 12, 2022

Idaho Department of Water Resources
900 N Skyline Drive Suite A
Idaho Falls, ID 83402-1718

Re-Water Right 13-8075

Dear Idaho Water Resources:

I am wanting to get Permit 13-8075 in the individual names of the property owners.

Please find Application for Mark and Tessa Bigler and Rick Sparrow.

Thank you so much for helping us make the ownership transfer.

Sincerely



Rick Sparrow
Sparrow Farms, LLC

CC:

Mark Bigler

