

RECEIVED

JUN 05 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment 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?
75-7566 <i>OK</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: King B Inc
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): James and Sandra Darrt
New owner(s) as listed on the conveyance document

Name connector ☒ and ☐ or

24 Clark Dr Salmon ID 83467
Mailing address City State Zip

208 993-0965 darrt1123@yahoo.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: November 7, 2008
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: [Signature] 5/30/23
Signature of new owner/claimant Title, if applicable Date
- James Darrt
Print name
- Signature: [Signature] 5/30/23
Signature of new owner/claimant Title, if applicable Date
- Sandra Darrt
Print name

Received by JB Date 6/6/23 For IDWR Office Use Only: Receipt No. E049248 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 JB Approved by JB Processed by JB Date 6/20/2023

Corporation Deed

For Value Received,

BALL MANUFACTURING, INC, an Idaho Corporation, formerly known as KING B, INC, an Idaho Corporation duly organized and existing under the laws of the State of Idaho who took title as KING B JERKY, INC, an Idaho Corporation also known as KING B JERKY

grantor, does hereby Grant, Bargain, Sell and Convey unto

JAMES DARTT and SANDRA DARTT, husband and wife

whose current address is
PO Box 594
Salmon, Idaho 83487

the grantee, the following described premises to-wit:

See Attached Exhibit "A"

Excepting there from a mobile home located thereon

To have and to hold the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary and does hereby covenant to and with the said Grantee, that they are the owner in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 16 day of November, 2008

By: Roger Ball
Roger Ball President

SEAL

Attest: Derek Ence
Derek Ence Secretary

STATE OF IDAHO, COUNTY OF LEMHI

On this 16 day of November, 2008 before me, a Notary Public in and for said State, personally appeared

Roger Ball and Derek Ence

known to me to be the President and Secretary of said Corporation that executed this instrument of behalf of said Corporation and acknowledged to me that they executed the same.

Traci L. Wilkinson
Notary Public

Residing at Idaho Falls, ID
Comm. Expires: 2/29/09

INSTRUMENT NO: 278100

STATE OF IDAHO, COUNTY OF LEMHI

I hereby certify that this instrument was filed for record at the request of Lemhi Title at 26 minutes past 9 o'clock A.M. this 20 day of November 2008, in my office, and duly recorded in Book of Deeds in Lemhi County.

Terri J. Norton
Ex-Officio Recorder

By _____ Deputy

Fees \$6.00
Mail to:

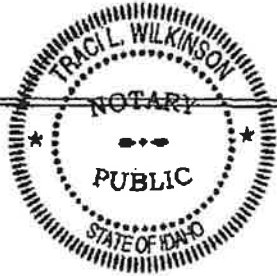


Exhibit "A"
Legal Description of Property

Tract I: A fraction of Lot Two (2) in Section Eighteen (18), Township Twenty-one (21) North, Range twenty-two (22) East Boise Meridian, more particularly described as follows, to-wit:

Beginning at the Southwest Corner of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section Eighteen (18), on the North Boundary of said Lot Two (2), run thence East along the North boundary of Lot Two (2) a distance of 354 feet; thence South 255.0 feet to a point on the Southerly side of a Slough, thence West 55.0 feet; thence meandering the Southerly side of the Slough in a Northwesterly direction to the North Boundary of said Lot Two (2); thence East along the North boundary of said Lot Two (2); to the point of beginning.

Tract II: A fraction of Lot Two (2) in Section Eighteen (18), Township Twenty-one (21) North, Range Twenty-Two (22) East Boise Meridian more particularly described as follows, to-wit:

Commencing at the Southwest Corner of the Northeast Quarter of the Northwest Quarter of said Section Eighteen (18) on the North boundary of said Lot Two (2), run thence East along the North boundary of Lot Two (2) a distance of 354 feet to the point of beginning; continuing thence East along the North boundary of Lot Two (2), a distance of 596.0 feet; thence South 568.0 feet to a point on the Northerly side of a Slough; thence N 44° 30' W 365.0 feet; thence N 61° 50' W 72.0 feet; thence West 270.0 feet, more or less, to a point on the Southerly boundary of the same Slough; thence North 255.0 feet to the point of beginning.

A fraction of Lot Two (2), in Section Eighteen (18), Township Twenty-one (21) North, Range Twenty-two (22) East, Boise Meridian, more particularly described as follows, to-wit:

Commencing at the Southwesterly corner of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section Eighteen (18), run thence East 387.0 feet; thence S 3° 30' E 255.0 feet to the point of beginning and the Northeasterly corner of the tract of land herby conveyed; thence S 18° 05' E 330.0 feet; then N 66° 00' W 264.0 feet; thence N 18° 05' W 330.0 feet, more or less, to a point on the Southerly bank of a slough; thence S 66° 00' E 264.0 feet to the point of beginning, located in Lemhi County, Idaho.



DEED OF TRUST

This Deed of Trust, made this 1st day of November 2008, between Jim Dartt and Sandra Dartt herein called "Grantor", whose address is PO Box 594, Salmon, ID, 83467, herein called "Trustee", and the Ball Manufacturing, Inc. herein called "Beneficiary",

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Lemhi, State of Idaho, described as follows:

See Exhibit "1" attached hereto and incorporated herein by this reference,

TOGETHER WITH all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, **For the Purpose of Securing:**

1. Performance of each agreement of grantor herein contained.
2. Payment of the indebtedness evidenced by a Deed of Trust Note, of even date herewith, and any extension or renewal thereof, in the principal sum of FORTY FIVE THOUSAND DOLLARS (\$45,000.00) payable to Beneficiary or order and made by Grantor, the full and final payment of principal and interest thereof, if not sooner paid, to be finally due and payable upon demand.
3. Payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them while record owner of present interest, for any purpose, and any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and shall become due and payable no later than the final maturity date of said note secured hereby, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such loans, advances or expenditures together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all

other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.
6. Should grantor fail to make any payment or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for the public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest

bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including the Beneficiary under the Deed of Trust, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payments of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, the term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
8. Trustee is not obligated to notify any party hereto of pending sale under any Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.
9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the Office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and copy of any Notice of Sale hereunder be mailed to Grantor at his address hereinbefore set forth.

Grantor:


Jim Dartt


Sandra Dartt

State of Idaho)
) :ss
County of Lemhi)

On this 7th day of November, 2008, before me a Notary Public in and for said State, personally appeared Jim Dartt known or identified to me to be the person who executed the 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 Public for the State of Idaho
Residing at: Salmon, Idaho
Commission Expires: 10/14/14 _{ss}

State of Idaho)
) :ss
County of Lemhi)

On this 7th day of November, 2008, before me a Notary Public in and for said State, personally appeared Sandra Dartt known or identified to me to be the person who executed the instrument, and acknowledged to me that she 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 Public for the State of Idaho
Residing at: Salmon, Idaho
Commission Expires: 10/14/14

Exhibit "1" to Deed of Trust

Tract I: A fraction of Lot Two (2) in Section Eighteen (18), Township Twenty-one (21) North, Range twenty-two (22) East Boise Meridian, more particularly described as follows, to-wit:

Beginning at the Southwest Corner of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section Eighteen (18), on the North Boundary of said Lot Two (2), run thence East along the North boundary of Lot Two (2) a distance of 354 feet; thence South 255.0 feet to a point on the Southerly side of a Slough, thence West 55.0 feet; thence meandering the Southerly side of the Slough in a Northwesterly direction to the North Boundary of said Lot Two (2); thence East along the North boundary of said Lot Two (2); to the point of beginning.

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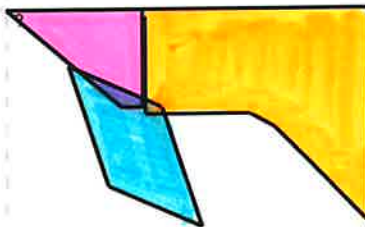
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Tract I

Tract II

A fraction of Lot 2



Dart Property

* Document received is a deed of Trust, we need the vesting deed.
6/9/2023 Called left message requesting the deed.

6/9/2023

Scale: 1 inch= 500 feet

File:

Tract 1: 1.1971 Acres (52147 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1057 ft.
Tract 2: 4.5744 Acres (199262 Sq. Feet), Closure: n19.4311w 19.84 ft. (1/107), Perimeter=2126 ft.
Tract 3: 1.4843 Acres (64658 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1188 ft.

01 /sw,ne,nw,18,21n,22e
02 n90e 354
03 s00e 255.0
04 n90w 55
05 n49.3228w 392.97
06 @0
07 /sw,ne,nw,18,21n,22e
08 /n90e 354
09 n90e 596.00
10 s00e 568.00
11 n44.30w 365.00
12 n61.50w 72.00
13 n90w 270.00
14 n00e 255

15 @0
16 /n90e 387
17 /s3.30e 255.00
18 s18.05e 330
19 n66.00w 264.0
20 n18.05w 330.0
21 s66.00e 264.00



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

June 20, 2023

JAMES DARTT
SANDRA DARTT
27 CLARK DR
SALMON ID 83467-5065

Re: Change in Ownership for Water Right No(s): 75-7566

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 75A
WATER DISTRICT 170



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

June 9, 2023

JAMES DARTT
SANDRA DARTT
27 CLARK DR
SALMON ID 83467-5065

RE: Change in Ownership Water Right No. 75-7566

Dear Sir/Madam:

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

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

**** **Evidence of Ownership:** In order for the department to update ownership of a water right a copy of the 'recorded' Warranty Deed or other legal document indicating your ownership in the water right and/or property is required. Please provide evidence of ownership. The department acknowledges receipt of a deed of trust, unfortunately we cannot use that as evidence of ownership. We need a copy of the vesting deed going from the current owner of the water right to you.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Baily
Technical Records Specialist

SCANNED

JUN 09 2023