

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
FEB 02 2024
DEPT OF WATER RESOURCES
SOUTHERN 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?
71-42-A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
71-43-A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Martha Mahoney Sadler
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Rio B Ranch, LLC, an Idaho limited liability company
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 150 West 1400 North Gunlock UT 84733
Mailing address City State Zip
- 208-880-8544 laynebangerter@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: September 6, 2023
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: Layne R. Bangerter Member, Rio B Ranch, LLC 01-26-2024
Signature of new owner/claimant Title, if applicable Date
Layne R. Bangerter
Print name

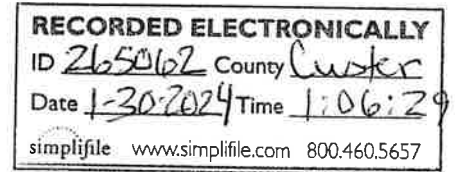
Signature: Elizabeth (Betsy) C. Bangerter Member, Rio B Ranch, LLC 01/26/2024
Signature of new owner/claimant Title, if applicable Date
Elizabeth (Betsy) C. Bangerter
Print name

Received by 56 Date 2/2/2024 For IDWR Office Use Only: Receipt No. 5040081 Receipt Amt. \$50.00
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 _____ Processed by [Signature] Date 2-15-2024

SUPPORT DATA
IN FILE # 71-42A

RECORDING REQUESTED BY
Flying S Title and Escrow of Idaho, Inc.

AND WHEN RECORDED MAIL TO:
Flying S Title and Escrow of Idaho, Inc.
P O Box 7999, 120 2nd Avenue N Suite
101
Ketchum, ID 83340



Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **1111216K (smw)**

Date: **January 18, 2024**

For Value Received, **Martha M. Sadler, Trustee of the Martha M. Sadler Revocable Trust established under Agreement of Trust dated November 19, 2013**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Rio B Ranch, LLC, an Idaho limited liability company**, hereinafter called the Grantee, whose current address is **150 West 1400 North, Gunlock, UT 84733**, the following described premises, situated in **Custer County, Idaho**, to-wit:

SEE ATTACHED EXHIBIT A

Subject to Deed Restrictions as per Exhibit B attached hereto.

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.

Instrument # 265062

CHALLIS, CUSTER, IDAHO

01-30-2024

01:06:29

No. of Pages: 7

Recorded for: FLYING S TITLE AND ESCROW - BLACKFOO

Lura H. Baker

Fee: \$15.00

Ex-Officio Recorder Deputy: TG

RECORDING REQUESTED BY
Flying S Title and Escrow of Idaho, Inc.

AND WHEN RECORDED MAIL TO:
Flying S Title and Escrow of Idaho, Inc.
P O Box 7999, 120 2nd Avenue N Suite
101
Ketchum, ID 83340

Space Above This Line for Recorder's Use Only

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File No.: 1111216K (smw)

Date: January 18, 2024

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Date: 09/06/2023

Warranty Deed
- continued

File No.: 1111216K (smw)

Martha M. Sadler Revocable Trust established
under Agreement of Trust dated November 19,
2013

Martha M. Sadler

By: Martha M. Sadler, Trustee

STATE OF New Hampshire
COUNTY OF Grafton ^{ss.}

On this 24 day of January, 2024, before me, a Notary Public in and for said State, personally appeared **Martha M. Sadler**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the **Martha M. Sadler Revocable Trust established under Agreement of Trust dated November 19, 2013** Trust, and acknowledged to me that she executed the same as such Trustee.

Victoria C. Olsen
Notary Public of
Residing at: Nb. Haven
Commission Expires: NH



Borrower(s):

Rio B Ranch, LLC, an Idaho limited liability
company

By: _____
Name: Layne R. Bangerter
Title: Member

By: _____
Name: Elizabeth (Betsy) C. Bangerter
Title: Member

File No.: **1111216K (smw)**

By: Martha M. Sadler, Trustee

On this _____ day of January, 2024, before me, a Notary Public in and for said State, personally appeared **Martha M. Sadler**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the **Martha M. Sadler Revocable Trust established under Agreement of Trust dated November 19, 2013** Trust, and acknowledged to me that she executed the same as such Trustee.

Borrower(s):

By: 
Name: Elizabeth (Betsy) C. Bangerter
Title: Member

Date: 09/06/2023

Warranty Deed
- continued

File No.: 1111216K (smw)

STATE OF Utah)
COUNTY OF Utah)
SS.

On this 26th day of January, 2024, before me, a Notary Public in and for said State, personally appeared **Layne R Bangerter and Elizabeth C. Bangerter**, 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 **Rio B Ranch, LLC, an Idaho limited liability company**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in said Limited Liability Company's name.

Alissa Linn Janis
Notary Public of Utah
Residing at: Mapleton, Utah
Commission Expires: 05/14/2024

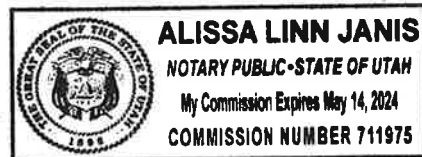


EXHIBIT 'A'

File No.: **1111216K (smw)**

Property: **Not Addressed, Stanley, ID 83278**

**TOWNSHIP 11 NORTH, RANGE 12 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.
SECTIONS 3 & 10:**

**A PART OF THE SOUTH HALF OF SECTION 3 AND A PART OF THE NORTH HALF OF SECTION
10, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 10, MONUMENTED BY A 3" USFS BRASS CAP, AND THENCE NORTH 89°48'29" WEST 278.72 FEET TO A 3" USFS BRASS CAP AT CORNER No. 1 OF HOMESTEAD ENTRY SURVEY 274 AND THE TRUE POINT OF BEGINNING; THENCE NORTH 89°47'37" WEST 743.40 FEET TO A 3" BLM BRASS CAP AT CORNER No. 2; THENCE ALONG LINE 2-3 OF H.E.S. 274 NORTH 29°21'52" WEST 873.65 FEET TO A 3" USFS ALUMINUM CAP; THENCE LEAVING LINE 2-3 NORTH 87°15'57" EAST 1137.01 FEET TO A 3" BLM BRASS CAP AT CORNER No. 6 OF H.E.S. 274; THENCE SOUTH 76°32'57" EAST 665.88 FEET TO A 3" ALUMINUM CAP AT CORNER No. 7 OF H.E.S. 274 COMMON WITH CORNER 4 OF H.E.S. 271; THENCE SOUTH 76°26'27" EAST 439.50 FEET TO A POINT BEING SOUTH 13°23'36" WEST AND 64.51 FEET FROM A 3" USFS ALUMINUM CAP AT USFS SURVEY CORNER AP-3, HES 271; THENCE SOUTH 62°54'27" EAST 228.71 FEET TO A POINT BEING SOUTH 15°23'20" WEST FROM A 3" USFS ALUMINUM CAP AT USFS SURVEY CORNER AP-4, HES 271; THENCE SOUTH 46°54'28" EAST 1494.77 FEET TO CORNER 8 OF H.E.S. 271 BEING SOUTH 46°30'14" WEST 68.66 FEET FROM A 3" USFS BRASS CAP WITNESS CORNER FOR CORNER 6 OF H.E.S. 272; THENCE SOUTH 42°54'10" WEST 1792.11 FEET TO A 3" USFS BRASS CAP AT CORNER No. 5 H.E.S. 272; THENCE SOUTH 42°53'11" WEST 537.30 FEET TO A 3" BLM BRASS CAP AT CORNER No. 7 H.E.S. 271; THENCE NORTH 41°56'38" WEST 2098.91 FEET TO A 3" BLM BRASS CAP AT CORNER No. 6 H.E.S. 271; THENCE NORTH 42°40'05" EAST 965.90 FEET TO CORNER No. 1 H.E.S. 274 AND THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM: ROAD RIGHT OF WAY.

A.P.N. RPH011N12E4300

EXHIBIT B
DEED RESTRICTIONS

1. The property described herein constitutes one (1) legal parcel recognized by Custer County, Idaho. The property described herein shall not be further subdivided, or its lot lines adjusted or altered, in such a manner as to create more than four (4) legal lots or parcels.
2. Any and all structures or improvements constructed upon the property described herein shall only be comprised of rectangular and/or square shapes, with pitched roofs. Styles not allowed include but are not limited to geodesic domes, prow walls, round exterior rooms, and carports.
3. Any and all structures or improvements constructed upon the property described herein shall have consistent siding of logs, logs sided, rough sawn lumber, wood sided, or wood board and batten, and such siding shall be left natural or oiled or painted/stained using dark earth tone colors. Unauthorized exterior finishes include but are not limited to stucco, plaster, brick, canvas, vinyl siding or metal siding.
4. Any and all structures or improvements constructed upon the property described herein shall have consistent roofing with natural or earth tone color. Solar panels, wood-appearing concrete fabrication, or non-reflective metal surfaces are allowed as roofing, so long as color specifications are met.
5. Any and all propane tanks placed upon the property described herein shall be underground, or screened from view of adjoining lots, public roads and State Highway 21 with wood fencing.
6. Any and all solar panels placed upon the property described herein, but not on the roof of a structure, shall be completely screened from the view of adjoining lots, public roads and State Highway 21, with wooden fencing.
7. In the event that any of the foregoing restrictive covenants are violated, the Grantor, or any beneficiary of the Grantor, or any successor or assign of the Grantor, may bring legal action for specific performance to compel proper compliance and/or recover damages in an amount necessary for Grantor to make entry upon the property and correct any non-complying conditions. The prevailing party in any such action shall be entitled to reasonable attorney fees and court costs.
8. The foregoing restrictive covenants shall be perpetual and continuing covenants, run with the property described herein, and binding upon Grantee and his successors and assigns with respect to the said property, and said restrictive covenants shall not be subject to lapse, abandonment, expiration, forfeiture, waiver or estoppel of any kind whatsoever.

Martha M Sadler 09/21/2023 06:51 PM

Grantor

Martha

The Martha M. Sadler Revocable Trust

By: Martha M. Sadler
Martha M. Sadler, Trustee

Layne Bangerter

Grantee

Layne

Rio B Ranch, LLC

09/21/2023 08:41 PM

By: _____
Layne R. Bangerter, Member

By: _____
Elizabeth C. Bangerter, Member
(Betsy)

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Martha M Sadler 09/21/2023 06:51 PM

Grantor

Martha

The Martha M. Sadler Revocable Trust

By: _____
Martha M. Sadler, Trustee

Layne Bangarter 09/21/2023 08:41 PM

Grantee

Layne

Rio B Ranch, LLC

By: *Layne R. Bangarter*
Layne R. Bangarter, Member

By: *Betsy*
Elizabeth C. Bangarter, Member
(Betsy)



0005385315

**STATE OF IDAHO***Office of the secretary of state, Phil McGrane***ANNUAL REPORT**

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$0.00

*For Office Use Only***-FILED-**

File #: 0005385315

Date Filed: 9/6/2023 12:47:12 PM

B0835-2851 09/06/2023 12:47 PM Received by Office of the Idaho Secretary of State

Entity Name and Mailing Address:

Entity Name: Rio B Ranch, LLC
The file number of this entity on the records of the Idaho Secretary of State is: 0004003297
Address: 150 W 1400 N
GUNLOCK, UT 84733-7024

Entity Details:

Entity Status: Active-Existing
This entity is organized under the laws of: IDAHO
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:

The registered agent on record is:

Registered Agent: LAYNE R. BANGERTER
Registered Agent
Physical Address
3007 CAN-ADA ROAD
MELBA, ID 83641
Mailing Address
3007 CAN ADA RD
MELBA, ID 83641-5066

Limited Liability Company Managers and Members

Name	Title	Business Address
LAYNE R. BANGERTER	Manager	3007 CAN-ADA ROAD MELBA, ID 83641
ELIZABETH (BETSY) C. BANGERTER	Member	3007 CAN-ADA ROAD MELBA, ID 83641

The annual report must be signed by an authorized signer of the entity.

Job Title: manager, partner

layne bangerter

Sign Here

09/06/2023

Date



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

February 15, 2024

RIO B RANCH LLC
150 W 1400 N
GUNLOCK UT 84733-7024

Re: Change in Ownership for Water Right Nos: 71-42A & 71-43A

Dear Water Right Holders:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water rights 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) 736-3033.

Sincerely,

Bill Mills

Water Resource Agent, Senior

Enclosure

C: Flying S Title & Escrow, Ketchum; Water District 71



Flying S Title and Escrow of Idaho, Inc.
P O Box 7999, 120 2nd Avenue N Suite
101
Ketchum, ID 83340

Fax -

RECEIVED
FEB 02 2024
DEPT OF WATER RESOURCES
SOUTHERN REGION

Idaho Department of Water Resources
650 Addison Avenue W Ste 500
Twin Falls, ID 83301-5858
Attn:

January 30, 2024

Escrow No.: 1111216K (smw)

Re: Seller: Martha M. Sadler Revocable Trust established under Agreement of Trust dated
 Buyer: Rio B Ranch, LLC
 Property: Not Addressed
 Stanley, ID 83278

The closing of the above referenced transaction is now complete. For your records we enclose the following (If checks are included in this package, please negotiate as soon as possible):

Check/Wire in the amount of \$50.00 (The check may not be included if alternative delivery instructions were provided at closing for this item.)

Additional documents, if applicable

Keep these instruments secure as some of them **cannot** be replaced.

Should you have any questions or need further assistance, please contact the undersigned. Thank you for working with Flying S Title and Escrow of Idaho, Inc.. We look forward to serving you in the future.

Sincerely,

Stephanie Wright
Escrow Officer
stephanie.wright@fste.com

smw/smw