

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

DEPT. 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?
74-15807	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: Jerome & Rhonda Vaughan
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Gilbert & Bambi Hanawalt
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

3495 S OLD 3C HWY
Mailing address
614 989 5759
Telephone

Galena OH 43021
City State Zip
Chiphhanawalt@GMail.com
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: April 1, 2023
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):
☒ \$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] owner 6/12/24
Signature of new owner/claimant Title, if applicable Date
Bambi Hanawalt
Print name
- Signature: [Signature] owner 6/12/24
Signature of new owner/claimant Title, if applicable Date
Gilbert Hanawalt
Print name

Received by KM Date 6.24.24 For IDWR Office Use Only: Receipt No. C118526 Receipt Amt. \$ 25.00
 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 7-1-24



WARRANTY DEED

Alliance Title & Escrow, LLC Order No.: 633023

FOR VALUE RECEIVED

Jerome B. Vaughan and Rhonda M. Vaughan, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Leadore23 LLC, An Ohio Limited Liability Company

whose current address is

**3495 S. Old 3C Highway
Galena, OH 43021**

the grantee(s), the following described premises, in Lemhi County, Idaho, TO WIT:

A parcel of land located in the Southeast Quarter, Section 28, T. 16 N., R. 26 E., Boise Meridian, City of Leadore, Lemhi County, Idaho, more particularly described as follows:

Commencing at the Southeast Corner of Section 28, from which the South Quarter Corner of said section bears N. 89° 46' 33" W., a distance of 2651.03 ft., the Basis of Bearing of this description, run thence N. 77° 47' 18" W., a distance of 1051.29 ft. to a point on the northerly right of way of State Highway 28, the westerly right of way of Lemhi Ave. and the Point of Beginning;

Thence N. 48° 02' 21" W., along said highway right of way a distance of 1060.80 ft.; Thence N. 42° 09' 23" E., a distance of 250.00 ft. to a point on the southerly right of way of Front St. extended;

Thence S. 48° 02' 21" E., along said line a distance of 1059.96 ft. to a point on the westerly right of way of Lemhi Ave.

Thence S. 41° 57' 39" W., along said right of way a distance of 250.00 ft. to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: March 27, 2023

Jerome B. Vaughan
Jerome B. Vaughan

Rhonda M. Vaughan
Rhonda M. Vaughan

State of California }
 }ss.

County of _____ }

On March _____, 2023 before me, _____, a notary public for said state, personally appeared Jerome B. Vaughan and Rhonda M. Vaughan, who proved to me on the basis of satisfactory evidence 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 in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SEE ATTACHES

Signature _____ (Seal)
Residing at _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On March 27, 2023 before me, Claudia Sundara, Notary Public
(insert name and title of the officer)

personally appeared Jerome B. Vaughan and Rhonda M. Vaughan,
who proved to me on the basis of satisfactory evidence 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 in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Claudia Sundara (Seal)



BILL OF SALE

Order No. 633023

KNOW ALL MEN BY THESE PRESENTS: That Jerome B. Vaughan and Rhonda M. Vaughan, husband and wife, party of the first part, for good and valuable consideration in hand paid by Leadore23 LLC, An Ohio Limited Liability Company, the party of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, all of that certain property described as follows, to wit:

See Attached 'Exhibit A'

TO HAVE AND TO HOLD the above described property to the said party of the second part, their heirs, administrators and assigns, forever: And the party of the first part does warrant and defend the sale of said property, goods and chattels, hereby made unto the said party of the second part against all and any person whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the party of the first part sets their hands and seals this March 27, 2023.

Jerome B. Vaughan
Jerome B. Vaughan

Rhonda M. Vaughan
Rhonda M. Vaughan

State of California }
 }ss.

County of _____ }

On March _____, 2023 before me, _____, a notary public for said state, personally appeared Jerome B. Vaughan and Rhonda M. Vaughan, who proved to me on the basis of satisfactory evidence 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 in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Residing at _____ (Seal)

SEE ATTACHED

**ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST IN
LEADORE23 LLC, AN OHIO LIMITED LIABILITY COMPANY**

This ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST IN LEADORE23 LLC, AN OHIO LIMITED LIABILITY COMPANY (this "Assignment Agreement"), by agreement of the parties hereto, is hereby made effective as of 12:01 a.m. on the 1st day of January 2024 (the "Effective Date"), and is entered into by and among **Mark Hartsough** (the "Assignor"), whose mailing address is being 1433 Buckpoint Lane, Worthington, Ohio 43085; **Bambi S. Hanawalt** (the "Assignee"), whose mailing address is being 3495 S. Old 3C Hwy. Galena, Ohio 43021; and **LEADORE23 LLC, an Ohio limited liability company** (the "Company"), whose mailing address is being c/o Sunbury Agency Corp, 119 E. Granville St., Sunbury, OH 43074. ("Assignor" and "Assignee" are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, The Company has been formed by as a limited liability company under Ohio law effective as of **March 21, 2023**;

WHEREAS, prior to the Effective Date of this Assignment Agreement, and in accordance with the written and/or oral agreement(s) of the Members of the Company, Assignor and **Gilbert A. Hanawalt**, Member, comprised all of the members (the "Members") of the Company, with the Assignor being allocated 50% of the Membership Interest/Units in the Company and with **Gilbert A. Hanawalt** being allocated the remaining 50% of the Membership Interest/Units in the Company;

WHEREAS, Assignor desires to assign, transfer and forever convey all of Assignor's Interest/Units in the Company, said interest being comprised of 50% of the Membership Interest/Units in the Company (the "Interest"), to Assignee, with the approval of the Company and all current Members of the Company as memorialized herein, and Assignor desires to cease to be a Member of the Company;

WHEREAS, Assignee desires to acquire all of the Interest presently held by Assignor, and Assignee desires to be become the holder/owner of 50% of the Membership Interest/Units in the Company by virtue of this Assignment Agreement, with **Gilbert A. Hanawalt** remaining as the holder/owner of the 50% of the Membership Interest/Units in the Company (Note: the Assignee and **Gilbert A. Hanawalt** hereby acknowledge and agree that Assignee will be the owner of 51% of the Membership Interest/Units in the Company by virtue of the Amended and Restated Operating Agreement, with **Gilbert A. Hanawalt's** Membership Interest/Units in the Company being reduced to 49%); and

WHEREAS, the undersigned Assignor hereby further memorialize the agreement to voluntarily release and/or otherwise relinquish any and all right, title, and interest in and to the Interest and in and to the Company effective as of even date herewith, including, but not limited to, all of Assignor's right, title, and interest in and to Assignor's Interest.

NOW, THEREFORE, for valuable consideration tendered, the delivery and receipt of which are hereby acknowledged, the undersigned, in consideration of the premises, covenants and agreements contained herein, do hereby agree as follows:

1. **Assignment**. Upon the execution of this Assignment Agreement by the parties hereto, Assignor hereby assigns, transfers and conveys to Assignee Assignor's entire Interest in and to the Company, with such assignment to be effective as of the Effective Date. Assignee hereby accepts from Assignor the Interest and agrees to become the holder/owner of 50% of the Membership Interest/Units in

DS
MH

DS
BH

DS
[Signature]

the Company by virtue of this Assignment Agreement, with **Gilbert A. Hanawalt** remaining as the holder/owner of the 50% of the Membership Interest/Units in the Company, unless otherwise modified by virtue of the Amended and Restated Operating Agreement of the Company.

2. **Relinquishment of Rights.** Contemporaneously with the assignment described in Paragraph 1 of this Assignment Agreement, Assignor hereby relinquishes all such rights with respect to the Company, her Interest in and to the Company, and the Purchase Agreement, and the Company hereby releases Assignor and the Company from all such future obligations.

3. **Cessation.** Notwithstanding any provision in this Assignment Agreement to the contrary, Assignor shall and does hereby cease to be a Member of the Company effective as of **12:01 a.m. on the Effective Date**, and shall thereupon cease to have or exercise any right or power as a Member and Manager of the Company.

4. **Continuation of the Company.** The Parties hereto agree that the assignment of the Interest, the vesting of Assignee as the holder/owner of 50% of the Membership Interest/Units in the Company by virtue of this Assignment Agreement, with **Gilbert A. Hanawalt** remaining as the holder/owner of the 50% of the Membership Interest/Units in the Company, unless otherwise modified by virtue of the Amended and Restated Operating Agreement of the Company, and the resignation of Assignor as a Member of the Company shall not dissolve the Company and that the business of the Company shall continue without dissolution. Assignee shall indemnify and hold harmless Assignor and the Company from all costs, liabilities, claims and expenses arising prior to the Effective Date with respect to the Company.

5. **Books and Records.** Assignee shall take all actions necessary under Ohio law, if any, to update the statutory agent and/or entity structure reflected in the records of the Ohio Secretary of State.

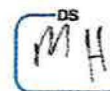
6. **Future Cooperation.** Each of the Parties hereto agrees to cooperate at all times from and after the date hereof with respect to all of the matters described herein, and to execute such further assignments, releases, assumptions, notifications and other documents as may be reasonably requested for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Assignment Agreement.

7. **Contribution/Consideration.** The parties hereto acknowledge and agree that Assignee has tendered good and valuable consideration to Assignor in exchange for the Interest.

8. **Binding Effect.** This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

9. **Governing Law.** This Assignment Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Ohio, all rights and remedies being governed by such laws.

10. **Legal Representation/Conflict Waiver.** Each Party and the Company hereby represent that he/she/it/they has/have had the opportunity to consult with the Party's independent attorney and tax advisor prior to the execution of this Assignment Agreement. Each Member and the Company have requested and consent to the legal representation on behalf of the Company by Attorney Brian K. Duncan, as the Sole Member of BKD Legal, LLC, with respect to the formation of the Company, its subsequent operations, and the preparation of any and all documents needed so as to facilitate the spirit and intent of this Assignment Agreement. Each Member and the Company represent and warrant that each Member and the Company understand and acknowledge the differing interests involved in Attorney Brian K. Duncan's representation of the Company and its respective Affiliates. Although certain Members are, and may become in the future, clients of Attorney Brian K. Duncan, Attorney Brian K. Duncan does not represent





the interests of any particular Member or Party to this Assignment Agreement with respect to the formation of the Company and/or the preparation of this Operating Agreement. Accordingly, there is no attorney-client privilege or duty of loyalty between Attorney Brian K. Duncan and any Member in connection with the preparation of any and all documents needed so as to facilitate the spirit and intent of this Assignment Agreement. Each Member has been advised to obtain independent legal counsel with respect to this Assignment Agreement. Finally, each Member hereby acknowledges that Attorney Brian K. Duncan, as the Sole Member of BKD Legal, LLC, was not involved with negotiating the underlying transaction contemplated by and through this Assignment Agreement, and that Attorney Brian K. Duncan is hereby memorializing the agreement/understanding of the Members of the Company with respect to the underlying transaction contemplated by and through this Assignment Agreement. Attorney Brian K. Duncan may rely upon the representations, warranties, and agreements set forth in this Paragraph 10 and upon those reflected in Section 9.7 of the Operating Agreement of the Company.

(Signature Page to Follow)

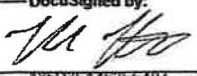
DS
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/

IN WITNESS WHEREOF, the Assignor and the Assignee, hereto have caused this Assignment Agreement to be duly executed and effective as of the day and year first written above as the Effective Date.

ASSIGNOR:

DocuSigned by:

185D3FA462EE407...
Mark Hartsough

ASSIGNEE:

DocuSigned by:

0C82AD43133E488...
Bambi S. Hanawalt

IN WITNESS WHEREOF, the undersigned, on behalf of the Company, hereto have caused this Assignment Agreement to be duly executed and effective as of the day and year first written above as the Effective Date.

APPROVED BY THE COMPANY:

**LEADORE23 LLC,
an Ohio limited liability company**

DocuSigned by:

By: _____
9A766E8ABF17325...
Gilbert A. Hanawalt, Manager

DocuSigned by:

By: _____
9A766E8ABF17325...
Gilbert A. Hanawalt, Member



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 548, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

July 01, 2024

LEADORE23 LLC
3495 S OLD 3C HWY
GALENA OH 43021-9436

Re: Change in Ownership for Water Right No(s): 74-15807

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) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: Water District No. 170