

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 03 2025

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. DE✓

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
✓ 29-4075	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: Tom Henesh
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): David Dieffenbach
New owner(s) as listed on the conveyance document

PO Box 515
Mailing address
(208) 226-7700
Telephone

Name connector ☐ and ☐ or
American Falls Id 83211
City State Zip
indianspringsresortandrv@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: May 15, 2017

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] Title, if applicable _____ Date 1/22/25
 Signature of new owner/claimant
DAVID DIEFFENBACH
 Print name
 Signature: [Signature] Title, if applicable _____ Date 1/22/25
 Signature of new owner/claimant
Michaela Dieffenbach
 Print name

For IDWR Office Use Only:

Received by KM Date 2.3.25 Receipt No. C126029 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 4-7-25

QUITCLAIM DEED

THIS QUITCLAIM DEED, made by INDIAN SPRINGS, LLC, an Idaho limited liability company, whose address is: 5530 Burnt Road, Belgrade, MT 59714, as Grantor; and INDIAN SPRINGS LAND RESORT, LLC, an Idaho limited liability company of 3480 Olsen Dr., San Jose, CA 95117, as Grantee;

For valuable consideration received, Grantor hereby forever quitclaims, transfers, and conveys to Grantees all of its right, title, ownership and interests in and to the following described real property in Power County, Idaho:

SEE DESCRIPTION ATTACHED AS APPENDIX "A"

Together with all appurtenances.

EXECUTED this 12th day of May, 2017.

Indian Springs, LLC
INDIAN SPRINGS, LLC
By: Thomas Henesh
THOMAS HENESH, Manager

STATE OF IDAHO)
: ss
County of Bannock)

On this 12th day of May, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS HENESH, known to me to be the person whose name is subscribed to the foregoing as the Manager of the GRANTOR, identified to be INDIAN SPRINGS, LLC and acknowledged to me that he executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Lane V. Erickson
NOTARY PUBLIC FOR IDAHO
Residing at: Bozelle ID
My Commission expires: 10/22/2020

APPENDIX "A"

PARCEL 1:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., POWER COUNTY, IDAHO, LESS RIGHT OF WAY.

EXCEPTING THEREFROM: A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY SIDE OF COLD CREEK ROAD AND THE SOUTH LINE OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ FROM WHICH THE CORNER OF SAID SECTION 18 BEARS SOUTH 89°53' EAST, 25.00 FEET; THENCE NORTH 89°53' WEST, ALONG THE SOUTH LINE OF SAID SECTION 18, 604.70 FEET; THENCE NORTH 43°00' WEST, 70.60 FEET; THENCE NORTH 15°49' WEST 144.39 FEET; THENCE NORTH 65°28' WEST, 49.62 FEET; THENCE NORTH 35°28' EAST, 450.48 FEET TO THE SOUTHWESTERLY SIDE OF AN EXISTING COUNTY ROAD; THENCE SOUTH 57°45' EAST, ALONG THE SIDE OF SAID COUNTY ROAD, 120.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 18°55' FOR AN ARC LENGTH OF 148.57 FEET; THENCE SOUTH 38°50' EAST, 332.96 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 38°20' FOR AN ARC LENGTH OF 167.26; THENCE SOUTH 0°30' EAST, 2.90 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: BEGINNING AT A POINT ON THE SOUTH LINE OF AND NEAR THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., BY A POWER POLE ON THE WESTERLY LINE OF A COUNTY ROAD; THENCE WESTERLY 604.0 FEET TO THE EASTERLY LINE OF AN EXISTING NATURAL DRAINAGE CREEK, COMMONLY KNOWN AS COLD CREEK, ON THE SECTION LINE AND MARKED WITH A 1 $\frac{1}{4}$ " X 3 $\frac{3}{4}$ " IRON PIN DRIVEN 2 $\frac{1}{4}$ FEET INTO THE GROUND; THENCE NORTH 27°32' WEST 236.0 FEET TO A STEEL FENCE POST ON THE NORTHEASTERLY BANK AND CURVE TO THE LEFT OF SAME CREEK; THENCE ON A CURVE TO THE RIGHT OF WITH A RADIUS EQUAL TO 51 FEET, AND DELTA ANGLE EQUAL TO 64°00' AND LENGTH OF 56.8 FEET; THENCE NORTH 36°28' EAST 391.0 FEET, MORE OR LESS, TO A SECOND POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF SAID COUNTY ROAD; THENCE SOUTH 57°00' EAST 120.0 FEET TO A THIRD POINT ON THE ROAD LINE; THENCE ALONG THIS ROAD LINE A CURVE TO THE RIGHT WITH A RADIUS OF 910.0 FEET, CHORD 635 FEET AND A LENGTH OF CURVE OF 648.0 FEET, BOTH MORE OR LESS, TO PLACE OF BEGINNING.

ALL IN THE SOUTHEASTERLY PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M.

EXCEPTING THEREFROM: COMMENCING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY #37, WHICH POINT IS ONE-QUARTER MILE NORTH OF THE SOUTHERLY

SECTION LINE OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., AND WHICH POINT IS ALSO 50' EAST OF THE CENTERLINE OF SAID HIGHWAY AND 67.0 FEET EAST OF THE NORTH-SOUTH CENTER QUARTER SECTION LINE OF SAID SECTION; THENCE SOUTH 85°30' EAST 1182.0 FEET TO A POINT, WHICH POINT IS ON THE SOUTHWESTERLY SHOULDER OF AN EXISTING COUNTY ROAD; AND NORTH 77°25' WEST, 83.2 FEET OF THE SOUTHEAST CORNER OF AN EXISTING CONCRETE BRIDGE WHICH CROSSES SAID ROAD; THENCE SOUTH 44°38' EAST 332.0 FEET TO ANOTHER POINT ON THE AFORESAID ROADWAY, THE TRUE POINT OF BEGINNING; THENCE SOUTH 46°15' EAST 112.5 FEET; THENCE SOUTH 57°47' EAST 261.0 FEET; THENCE SOUTH 32°13' WEST 362.0 FEET TO A POINT ON THE NORTHEASTERLY BANK OF AN EXISTING NATURAL DRAINAGE CREEK; THENCE NORTH 57°47' WEST 24.0 FEET TO A POINT; THENCE NORTH 12°47' WEST 127.26 FEET; THENCE NORTH 57°47' WEST 147.0 FEET; THENCE NORTH 32°13' EAST 148.0 FEET; THENCE NORTH 17°47' WEST 168.0 FEET; THENCE NORTH 58°14' EAST 42.5 FEET TO THE PLACE OF BEGINNING.

ALL IN THE SE¼ SE¼ OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M.

EXCEPTING THEREFROM: A PARCEL OF LAND IN THE SE¼ SE¼ OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 89°53' WEST, ALONG THE SOUTH LINE OF SAID SECTION, 25.00 FEET TO THE WEST LINE OF AN EXISTING COUNTY ROAD (COLD CREEK ROAD); THENCE NORTH 0°30' EAST, ALONG SAID ROAD 2.90 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 38°20' FOR AN ARC LENGTH OF 167.26 FEET; THENCE NORTH 38°50' WEST, 332.96 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 18°55', FOR AN ARC LENGTH OF 148.57 FEET; THENCE NORTH 57°45' WEST, 120.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE SIDE OF SAID COUNTY ROAD, SOUTH 35°28' WEST, 450.48 FEET; THENCE NORTH 65°28' WEST, 24.95 FEET; THENCE NORTH 35°42' WEST, 83.73 FEET; THENCE NORTH 61°20' WEST, 117.19 FEET; THENCE NORTH 76°13' WEST, 68.13 FEET; THENCE NORTH 26°47' WEST, 63.38 FEET; THENCE NORTH 13°13' EAST, 56.92 FEET; THENCE NORTH 57°10' WEST, 43.21 FEET; THENCE NORTH 31°40' EAST, 362.00 FEET TO THE SOUTHERLY SIDE OF SAID COUNTY ROAD; THENCE SOUTH 57°59' EAST, 429.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, BEING A PORTION OF THAT CERTAIN REAL PROPERTY CONVEYED TO M.K. THORNHILL AND JOSEPHINE THORNHILL, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID RECREATIONAL AREA THAT BEARS NORTH 31°49' WEST 2247.1 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SAID SECTION 18, THENCE NORTH 9°05' EAST 188.0 FEET, THENCE NORTH 33°04' EAST 214.7 FEET, THENCE SOUTH 89°55' WEST 377.7 FEET, THENCE SOUTH 4°57' WEST 342.2 FEET, THENCE SOUTH 84°47' EAST 291.0 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: ANY PROPERTY LYING WEST OF HIGHWAY 37, IN SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 2

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, BEING A PORTION OF THAT CERTAIN REAL PROPERTY CONVEYED TO M.K. THORNHILL AND JOSEPHINE THORNHILL, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID RECREATIONAL AREA THAT BEARS NORTH 31°49' WEST 2247.1 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SAID SECTION 18, THENCE NORTH 0°05' EAST 188.0 FEET, THENCE NORTH 33°04' EAST 214.7 FEET, THENCE SOUTH 89°55' WEST 377.7 FEET, THENCE SOUTH 4°57' WEST 342.2 FEET, THENCE SOUTH 84°47' EAST 291.0 FEET TO THE POINT OF BEGINNING.

DEED OF TRUST

THIS DEED OF TRUST made this 12 day of May, 2017, between INDIAN SPRINGS LAND RESORT, LLC, an Idaho limited liability company of 3480 Olsen Dr., San Jose, CA 95117, (hereinafter "Grantor"); LANE V. ERICKSON, Attorney at Law, of the firm Racine, Olsen, Nye, and Budge, Chartered, (herein referred to as "Trustee"); and INDIAN SPRINGS, LLC, an Idaho limited liability company, whose address is: 5530 Burnt Road, Belgrade, MT 59714, (hereafter "Beneficiary").

WITNESSETH:

Grantor does hereby irrevocably grant, bargain, sell and convey to Trustee in trust, with power of sale, that property in the County of Power, State of Idaho, described as follows, and containing not more than eighty (80) acres, to-wit:

SEE DESCRIPTION ATTACHED AS APPENDIX "A"

TOGETHER with the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter granted in and to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a Promissory Note, of even date herewith, executed by Grantor in the sum of SIX HUNDRED, SEVENTY-EIGHT THOUSAND TWO HUNDRED FORTY-TWO DOLLARS AND NINETY-FIVE CENTS (\$678,242.95), and to secure payment of all such further and additional sums as have been or may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, from time to time, whether by extension or renewal or restructuring of the above described Promissory Note or pursuant to new and/or additional Promissory Notes, loans, or extensions of credit of any type or kind whatsoever, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments documents or writing representing such further loans, advances or expenditures together with interest on all such sums at the rate therein set forth. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, 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.

Grantor does hereby irrevocably grant, bargain, promise and covenant that to do as follows for and in behalf of Beneficiary Grantor:

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

1. To keep said real property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in a 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 including the general.

Notwithstanding the foregoing, it is understood and agreed that Grantor intends to renovate the building located on the property and is hereby authorized to do so providing any and

all such renovations are completed in a good and workmanlike manner.

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 (10) 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 one percent (1%) per annum.

6. Should Grantor fail to make any payment or to 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/her reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for 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 its 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 any 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 the 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 Grantor, Trustee, or Beneficiary, 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 payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at one percent (1%) 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 other 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 the powers and duties of the trustee or trustees named herein.

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

GRANTOR:

DATE

5/12/17

INDIAN SPRINGS LAND RESORT, LLC

INDIAN SPRINGS LAND RESORT, LLC,

By:

DAVID WILLIAM DIEFFENBACH, Manager

STATE OF IDAHO)

: ss

County of Bannock)

On this 12th day of May, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID WILLIAM DIEFFENBACH, known to me to be the person whose name is subscribed to the foregoing as the Manager of the GRANTOR, identified to be INDIAN SPRINGS LAND RESORT, LLC and acknowledged to me that he executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Lane V. Erickson

NOTARY PUBLIC FOR IDAHO

Residing at: Porterville ID

My Commission expires: 10/22/2020

APPENDIX "A"

PARCEL 1:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., POWER COUNTY, IDAHO, LESS RIGHT OF WAY.

EXCEPTING THEREFROM: A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY SIDE OF COLD CREEK ROAD AND THE SOUTH LINE OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ FROM WHICH THE CORNER OF SAID SECTION 18 BEARS SOUTH 89°53' EAST, 25.00 FEET; THENCE NORTH 89°53' WEST, ALONG THE SOUTH LINE OF SAID SECTION 18, 604.70 FEET; THENCE NORTH 43°00' WEST, 70.60 FEET; THENCE NORTH 15°49' WEST 144.39 FEET; THENCE NORTH 65°28' WEST, 49.62 FEET; THENCE NORTH 35°28' EAST, 450.48 FEET TO THE SOUTHWESTERLY SIDE OF AN EXISTING COUNTY ROAD; THENCE SOUTH 57°45' EAST, ALONG THE SIDE OF SAID COUNTY ROAD, 120.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 18°55' FOR AN ARC LENGTH OF 148.57 FEET; THENCE SOUTH 38°50' EAST, 332.96 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 38°20' FOR AN ARC LENGTH OF 167.26; THENCE SOUTH 0°30' EAST, 2.90 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: BEGINNING AT A POINT ON THE SOUTH LINE OF AND NEAR THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., BY A POWER POLE ON THE WESTERLY LINE OF A COUNTY ROAD; THENCE WESTERLY 604.0 FEET TO THE EASTERLY LINE OF AN EXISTING NATURAL DRAINAGE CREEK, COMMONLY KNOWN AS COLD CREEK, ON THE SECTION LINE AND MARKED WITH A 1 $\frac{1}{2}$ " X 3 $\frac{3}{4}$ " IRON PIN DRIVEN 2 $\frac{1}{4}$ FEET INTO THE GROUND; THENCE NORTH 27°32' WEST 236.0 FEET TO A STEEL FENCE POST ON THE NORTHEASTERLY BANK AND CURVE TO THE LEFT OF SAME CREEK; THENCE ON A CURVE TO THE RIGHT OF WITH A RADIUS EQUAL TO 51 FEET, AND DELTA ANGLE EQUAL TO 64°00' AND LENGTH OF 56.8 FEET; THENCE NORTH 36°28' EAST 391.0 FEET, MORE OR LESS, TO A SECOND POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF SAID COUNTY ROAD; THENCE SOUTH 57°00' EAST 120.0 FEET TO A THIRD POINT ON THE ROAD LINE; THENCE ALONG THIS ROAD LINE A CURVE TO THE RIGHT WITH A RADIUS OF 910.0 FEET, CHORD 635 FEET AND A LENGTH OF CURVE OF 648.0 FEET, BOTH MORE OR LESS, TO PLACE OF BEGINNING.

ALL IN THE SOUTHEASTERLY PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M.

EXCEPTING THEREFROM: COMMENCING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY #37, WHICH POINT IS ONE-QUARTER MILE NORTH OF THE SOUTHERLY

SECTION LINE OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M., AND WHICH POINT IS ALSO 50' EAST OF THE CENTERLINE OF SAID HIGHWAY AND 67.0 FEET EAST OF THE NORTH-SOUTH CENTER QUARTER SECTION LINE OF SAID SECTION; THENCE SOUTH 85°30' EAST 1182.0 FEET TO A POINT, WHICH POINT IS ON THE SOUTHWESTERLY SHOULDER OF AN EXISTING COUNTY ROAD; AND NORTH 77°25' WEST, 83.2 FEET OF THE SOUTHEAST CORNER OF AN EXISTING CONCRETE BRIDGE WHICH CROSSES SAID ROAD; THENCE SOUTH 44°38' EAST 332.0 FEET TO ANOTHER POINT ON THE AFORESAID ROADWAY, THE TRUE POINT OF BEGINNING; THENCE SOUTH 46°15' EAST 112.5 FEET; THENCE SOUTH 57°47' EAST 261.0 FEET; THENCE SOUTH 32°13' WEST 362.0 FEET TO A POINT ON THE NORTHEASTERLY BANK OF AN EXISTING NATURAL DRAINAGE CREEK; THENCE NORTH 57°47' WEST 24.0 FEET TO A POINT; THENCE NORTH 12°47' WEST 127.26 FEET; THENCE NORTH 57°47' WEST 147.0 FEET; THENCE NORTH 32°13' EAST 148.0 FEET; THENCE NORTH 17°47' WEST 168.0 FEET; THENCE NORTH 58°14' EAST 42.5 FEET TO THE PLACE OF BEGINNING.

ALL IN THE SE¼ SE¼ OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 E.B.M.

EXCEPTING THEREFROM: A PARCEL OF LAND IN THE SE¼ SE¼ OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 89°53' WEST, ALONG THE SOUTH LINE OF SAID SECTION, 25.00 FEET TO THE WEST LINE OF AN EXISTING COUNTY ROAD (COLD CREEK ROAD); THENCE NORTH 0°30' EAST, ALONG SAID ROAD 2.90 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 38°20' FOR AN ARC LENGTH OF 167.26 FEET; THENCE NORTH 38°50' WEST, 332.96 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 18°55', FOR AN ARC LENGTH OF 148.57 FEET; THENCE NORTH 57°45' WEST, 120.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE SIDE OF SAID COUNTY ROAD, SOUTH 35°28' WEST, 450.48 FEET; THENCE NORTH 65°23' WEST, 24.95 FEET; THENCE NORTH 35°42' WEST, 83.73 FEET; THENCE NORTH 61°20' WEST, 117.19 FEET; THENCE NORTH 76°13' WEST, 68.13 FEET; THENCE NORTH 26°47' WEST, 63.38 FEET; THENCE NORTH 13°13' EAST, 56.92 FEET; THENCE NORTH 57°10' WEST, 43.21 FEET; THENCE NORTH 31°40' EAST, 362.00 FEET TO THE SOUTHERLY SIDE OF SAID COUNTY ROAD; THENCE SOUTH 57°59' EAST, 429.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, BEING A PORTION OF THAT CERTAIN REAL PROPERTY CONVEYED TO M.K. THORNHILL AND JOSEPHINE THORNHILL, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID RECREATIONAL AREA THAT BEARS NORTH 31°49' WEST 2247.1 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SAID SECTION 18, THENCE NORTH 0°05' EAST 189.0 FEET, THENCE NORTH 33°04' EAST 214.7 FEET, THENCE SOUTH 89°55' WEST 377.7 FEET, THENCE SOUTH 4°57' WEST 342.2 FEET, THENCE SOUTH 84°47' EAST 291.0 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: ANY PROPERTY LYING WEST OF HIGHWAY 37, IN SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 2

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, BEING A PORTION OF THAT CERTAIN REAL PROPERTY CONVEYED TO M.K. THORNHILL AND JOSEPHINE THORNHILL, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID RECREATIONAL AREA THAT BEARS NORTH 31°49' WEST 2247.1 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SAID SECTION 18, THENCE NORTH 0°05' EAST 188.9 FEET, THENCE NORTH 33°04' EAST 214.7 FEET, THENCE SOUTH 89°55' WEST 377.7 FEET, THENCE SOUTH 4°57' WEST 342.2 FEET, THENCE SOUTH 84°47' EAST 291.0 FEET TO THE POINT OF BEGINNING.

STATE OF IDAHO)
 : ss
County of BANNOCK)

On this 12th day of May, 2017, before me, the undersigned Notary Public, in and for said State and County, personally appeared DAVID WILLIAM DIEFFENBACH, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.



Lane V. Erickson
NOTARY PUBLIC FOR Idaho
Residing at: Pocatello ID
Commission expires: 10/22/2020

STATE OF IDAHO)
 : ss
County of BANNOCK)

On this _____ day of May, 2017, before me, the undersigned Notary Public, in and for said State and County, personally appeared MICHAELA M. DIEFFENBACH, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.

(SEAL)

SEE ATTACHED FOR CA NOTARY
NOTARY PUBLIC FOR IDAHO
Residing at: _____
Commission expires: _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that on this 12th day of May 2017, and pursuant to the terms and conditions of Sections 1.2 and 3.2 of that Purchase and Sale Agreement dated May 5, 2017, INDIAN SPRINGS, LLC, an Idaho limited liability company, whose address is: 5530 Burnt Road, Belgrade, MT 59714 (hereafter "Sellers"), for and in consideration of the sum of THIRTY THOUSAND DOLLARS and ZERO CENTS, (\$30,000.00) and other valuable consideration, lawful money of the United States of America, to them in hand paid by INDIAN SPRINGS LAND RESORT, LLC, an Idaho limited liability company of 3480 Olsen Dr., San Jose, CA 95117, (hereafter "Buyer"), the receipt whereof is hereby acknowledged; do by these presents grant, bargain, sell, transfer and convey unto said Buyer, their heirs, successors and assigns, consistent with that certain Purchase and Sale Agreement executed on even date, their entire ownership interests and all rights, title and interests therein which Sellers have and hold in and to the following, to Buyer:

SEE LIST OF PERSONAL PROPERTY ATTACHED HERETO

TO HAVE AND TO HOLD the same unto the said Buyer, its successors and assigns forever; and the said Seller hereby covenants that they are the lawful owners of said property, have good right, full power and lawful authority to convey the same and that they will defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Seller hereunto sets their hands on the date first set forth above.

SELLER:

5-12-2017
DATE

Indian Springs, LLC
INDIAN SPRINGS, LLC
By: Thomas Henesh
THOMAS HENESH, Manager

STATE OF IDAHO)
 : ss
County of Bannock)

On this 12th day of May, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS HENESH, known to me to be the person whose name is subscribed to the foregoing as the Manager of the SELLER, identified to be INDIAN SPRINGS, LLC and acknowledged to me that he executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Lane V. Erickson
NOTARY PUBLIC FOR IDAHO
Residing at: Bozelle ID
My Commission expires: 10/22/2020

16. **DEFAULT:** Should Buyers fail to perform on or before the closing date of this Agreement for any reason other than those contingencies listed above, Seller shall be entitled to retain the \$10,000.00 earnest money paid by Buyers as liquidated damages in lieu of any actual damages that Buyers may be able to prove.

If, after Buyers are ready and able to perform, Seller refuses to perform for any reason other than those contingencies listed above, Buyers shall be immediately entitled to the refund of the full amount of the earnest money paid to Seller.

17. **TIME OF ESSENCE:** Time is of the essence of this Agreement.

18. **BINDING EFFECT:** This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

19. **INSURANCE:** The risk of loss or damage to the property hereinabove described by fire and/or other casualty is retained by Sellers until the date of closing and/or actual possession by Buyer whichever occurs first. As is set forth more fully above in Section 13.5, Buyers shall have an obligation to obtain all such fire and/or other casualty insurances in an amount adequate to cover the full purchase price of the Premises and to name Seller as an additional insured during all periods of time in which Seller retains possession of the Premises. Further, Buyers shall have an obligation to continue to maintain any and all such insurances during any period of time in which Seller holds the above-described Promissory Note and/or Deed of Trust which are not fully paid by Buyers. Upon full payment of any and all obligations that are owing to Seller, including but not limited to the above-described Promissory Note and/or Deed of Trust, Seller shall be obligated to provide to Buyers the original Promissory Note indicating that it is "paid in full" and to provide a Reconveyance of the Deed of Trust, which shall act to remove the lien held by Seller. Once these occur, Buyers shall no longer be required to name Seller as an additional insured on any fire and/or other casualty purchased by Buyers.

20. **NOTICES:** Any notices and communications between the parties for the purpose of complying with or enforcing the terms of this agreement shall be in writing and delivered to the other party either personally (by hand delivery) or by certified mail, return receipt requested at the addresses provided below:

SELLER: INDIAN SPRINGS, LLC
c/o Thomas M. Henesh, Manager
5530 Burnt Road, Belgrade, MT 59714

With a copy to: Lane V. Erickson, Attorney
P.O. Box 1391, Pocatello, Idaho 83204-1391

BUYERS: INDIAN SPRINGS LAND RESORT, LLC
DAVID & MICHAELA DIEFFENBACH

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed upon attempted delivery by the post office.

21. **COMMISSION PAYMENT:** Upon closing, there shall be no commissions paid to any broker on behalf of either the Buyers or Seller who hereby acknowledge and agree that they are acting in their own behalf without representation of any broker(s) or real estate agent(s) with regards to this transaction. Buyers and Seller acknowledge that a fee shall be paid to Bobbette Wright and/or her company by Seller in the amount of \$1,500.00 to fulfill their agreement.

22. **ATTORNEY FEES:** In the event either party is required to retain the services of an attorney in order to enforce the terms or provisions of this Agreement, the prevailing party in any litigation arising therefrom shall be entitled to recover its reasonable attorney fees and costs.

23. **ENTIRE AGREEMENT:** This Agreement and those documents described herein, shall constitute the entire agreement between the parties and supersedes any and all previous oral or written agreements between the parties concerning the subject matters of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT
ON THE DATES RECITED BELOW.

5/2/2017
DATE

5/2/2017
DATE

5/2/2017
DATE

BUYERS:

INDIAN SPRINGS LAND RESORT, LLC
INDIAN SPRINGS LAND RESORT, LLC
By: [Signature], Manager

[Signature]
DAVID WILLIAM DIEFFENBACH, individually
[Signature]
MICHAELA M. DIEFFENBACH, individually

SELLER:

4-28-17
DATE

INDIAN SPRINGS, LLC
By: [Signature]
THOMAS M. HENESH, Manager

STATE OF Idaho)
 : ss
County of Benewah)

On this 2 day of April, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared David Dieffenbach, known to me to be the person whose name is subscribed to the foregoing as the Manager of the BUYER, identified to be INDIAN SPRINGS LAND RESORT, LLC and acknowledged to me that he executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Lane V. Erickson
NOTARY PUBLIC FOR Idaho
Residing at: Butte ID
My Commission expires: 10/22/2020

STATE OF _____)
 : ss
County of _____)

On this _____ day of April 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID WILLIAM DIEFFENBACH individually and, MICHAELA M. DIEFFENBACH, individually known to me to be the persons whose names are subscribed to the foregoing as the BUYERS and acknowledged to me that they executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

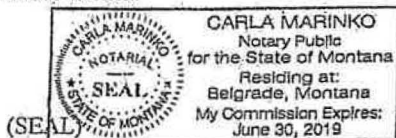
(SEAL)

PLEASE SEE
NOTARY ATTACHMENT
NOTARY PUBLIC FOR _____
Residing at: _____
My Commission expires: _____

STATE OF MONTANA)
 : ss
County of Beauregard)

On this 28th day of April, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS M. HENESH, known to me to be the person whose name is subscribed to the foregoing as the Manager of the SELLER, identified to be INDIAN SPRINGS, LLC and acknowledged to me that he executed the same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Carla Marinko
NOTARY PUBLIC FOR Montana
Residing at: Beauregard, MT
My Commission expires: 6/30/2019

State of Idaho
Department of Water Resources

Water Right

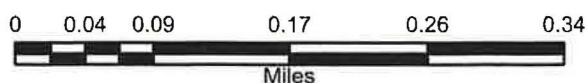
29-4075

IRRIGATION

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: 10/24/2024



Legend

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



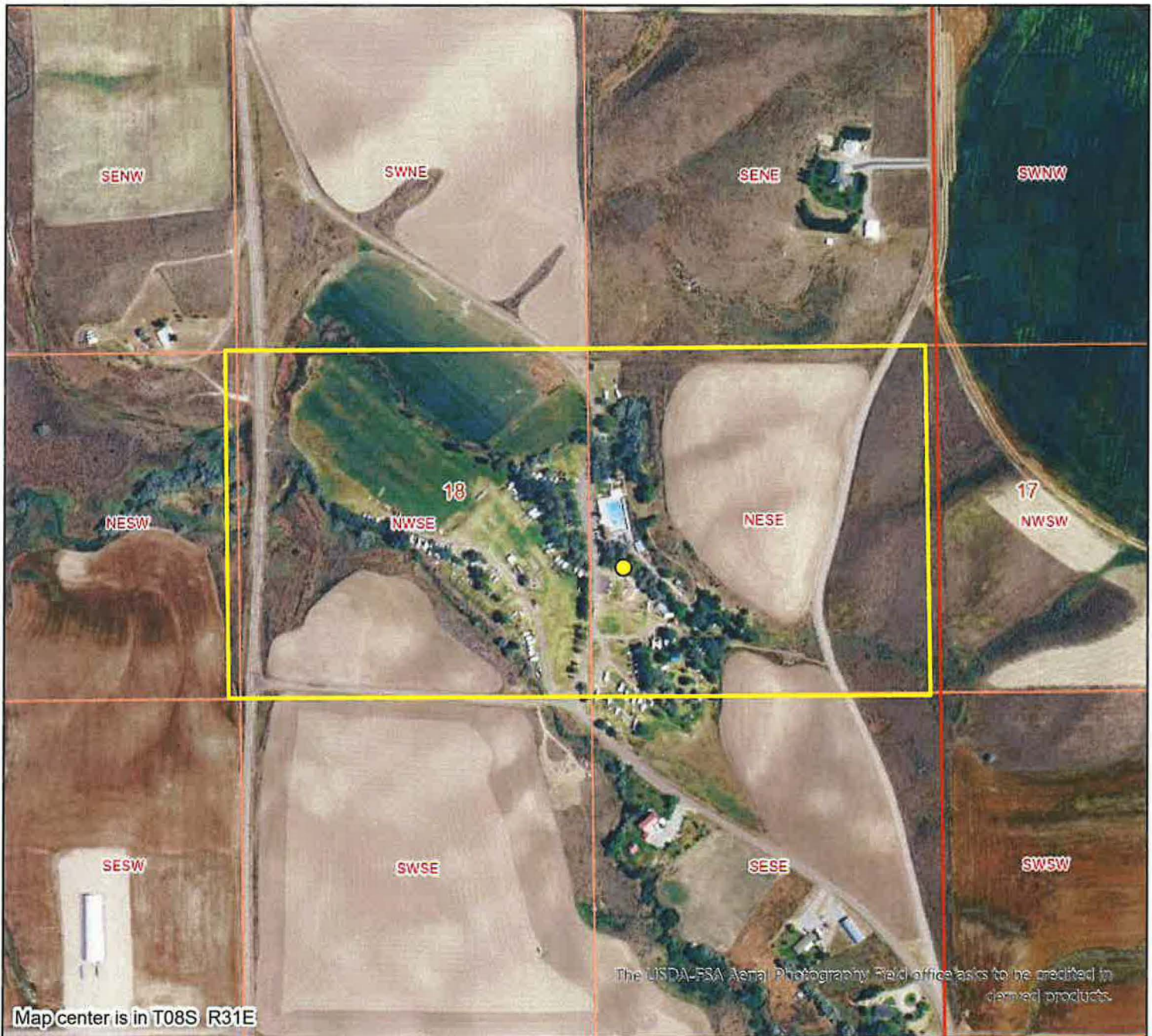
State of Idaho
Department of Water Resources

Water Right

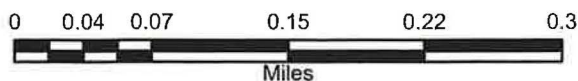
29-4075

COMMERCIAL

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: 10/24/2024



Legend

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



State of Idaho
Department of Water Resources

Water Right

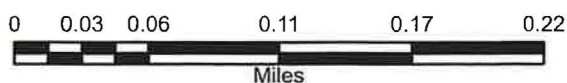
29-4075

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.

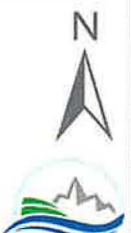


Date created: 10/24/2024



Legend

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



Water Right Report : 29-4075(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	INDIAN SPRINGS LLC	5530 BURNT RD	BELGRADE	MT	59714
Original Owner	THORNHILL, D MERRITT	3249 S INDIAN SPRINGS RD	AMERICAN FALLS	ID	83211
Original Owner	THORNHILL, M K	3250 S INDIAN SPRINGS RD	AMERICAN FALLS	ID	83211
Previous Owner	AICO RECREATIONAL PROPERTIES LLC	775 YELLOWSTONE #121	POCATELLO	ID	83201
Previous Owner	RECREATIONAL PROPERTIES A+B LLC	775 YELLOWSTONE #121	POCATELLO	ID	83201

Water Right Status

Priority Date : 4/1/1952

Basis : Decreed

Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	08S	31E	18	0	SW	NE	SE	POWER	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	11/01	0.72 CFS	
COMMERCIAL	01/01	12/31	0.04 CFS	
DOMESTIC	01/01	12/31	0.06 CFS	
TOTAL			0.78 CFS	

Places of Use

Printed View

Place of Use Legal Description : IRRIGATION (POWER county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
08S	31E	18		SW	NE		6.0
08S	31E	18			NE	SE	3.0
08S	31E	18			NW	SE	20.0
08S	31E	18			SE	SE	7.0

Place of Use Legal Description : COMMERCIAL (POWER county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
08S	31E	18			NE	SE	
08S	31E	18			NW	SE	

Place of Use Legal Description : DOMESTIC (POWER county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
08S	31E	18			NE	SE	

Irrigation Totals

Total Acres Acre Limit

36.00

Conditions

Code Conditions

- C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
- C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Dates

Licensed Date :
Decreed Date : 3/22/2004
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargment Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date:
Protest Deadline Date:

Other Information

State or Federal : S
Water District Number : 120
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

10/24/2024



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, 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

April 08, 2025

INDIAN SPRINGS LAND RESORT LLC
PO BOX 515
AMERICAN FLS ID 83211-0515

Re: Change in Ownership for Water Right No(s): 29-4075

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)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

4/7/2025

Water Right 29-4075

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	INDIAN SPRINGS LAND RESORT LLC PO BOX 515 AMERICAN FLS, ID 83211-0515

Original Owner	M K THORNHILL 3250 S INDIAN SPRINGS RD AMERICAN FALLS, ID 83211 (208) 226-2079
----------------	---

Original Owner	D MERRITT THORNHILL 3249 S INDIAN SPRINGS RD AMERICAN FALLS, ID 83211 (208) 226-2174
----------------	---

Previous Owner	INDIAN SPRINGS LLC 5530 BURNT RD BELGRADE, MT 59714
----------------	---

Priority Date: 4/1/1952

Basis: Decreed

Status: Active

Source
GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	0.720 CFS	
COMMERCIAL	01/01	12/31	0.040 CFS	
DOMESTIC	01/01	12/31	0.060 CFS	
	<u>Total Diversion</u>		0.780 CFS	

Source and Point(s) of Diversion:

GROUND WATER	SWNESE	Sec. 18, Twp 08S, Rge 31E, POWER County
--------------	--------	---

Place Of Use:

COMMERCIAL within POWER County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals

Mansfield, Debra

From: Mansfield, Debra
Sent: Wednesday, February 19, 2025 3:21 PM
To: indianspringsresortandrv@gmail.com
Subject: Regarding Your Received Change in Water Right Ownership
Attachments: 29-4075, Received Ownership Change Packet.pdf

Hello,

I am reaching out regarding your received Notice of Change in Water Right Ownership for water right 29-4075. I have attached your received Notice and supporting documentation for your reference.

Your Notice indicates that the new holder of record for water right 29-4075 should be David Dieffenbach. Based on the current documentation that was submitted with your Notice, the Department is able to update the ownership of water right 29-4075 to INDIAN SPRINGS LAND RESORT, LLC.

For David Dieffenbach to be made the holder of water right 29-4075 the water right would need to be quitclaimed from the current owner (INDIAN SPRINGS LAND RESORT LLC) to David Dieffenbach.

We can process the ownership change as is and update the ownership to Indian Springs Land Resort LLC or we can return/refund your ownership change and you can resubmit it in the future with the appropriate documentation to update the ownership to David Dieffenbach. Please, let me know how you would like the Department to proceed.

Please note, If the Department does not receive a response on how to proceed within 30 days, we will process the ownership change as it was received.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov