

RECEIVED

DEC 22 2025

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
SEE ATTACHED	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: David J. Hagenbarth and James F. Hagenbarth
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): see attachment and copies of deeds
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or
- PO Box 1128 Dillon MT 59725
Mailing address City State Zip
(406) 490-2121 jim@hbmanage.net
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: This is a name change only for the current owners.
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.

SUPPORT DATA

IN FILE # 21-2054B

8. Signature: James F. Hagenbarth Trustee 11-20-2025
Signature of new owner/claimant Title, if applicable Date
James F. Hagenbarth
Print name
- Signature: David J. Hagenbarth TRUSTEE 11-25-2025
Signature of new owner/claimant Title, if applicable Date
DAVID J. HAGENBARTH
Print name

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 Jim Date 6-17-20

Attachment to Notice of Change in Water Right Ownership

2. Previous Owner's Name: David J. Hagenbarth and James F. Hagenbarth

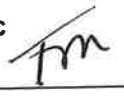
3. New Owner(s) Claimant(s):

David J. Hagenbarth, as Trustee of the David J. Hagenbarth Revocable Trust, dated November 11, 2024; and James F. Hagenbarth, Trustee of the James F. Hagenbarth Living Trust, dated July 30, 2025

<u>Water Right Claim No.</u>	<u>*Split?</u>	<u>Leased to Water Supply Bank</u>
21-2054B	No	No
21-4071-A	co-owned	No
21-4170	No	No
21-4171	No	No
21-4172	No	No
21-4173	No	No
21-4174	No	No
21-4175	No	No
21-10108	No	No
21-10109	No	No
21-10110	No	No
21-12433	No	No
21-12854	No	No
21-12939	No	No
21-13254	co-owned <i>JS</i>	No (storage/recreation)
<u>21-13288</u>	<u>No</u>	<u>No</u>
31-253	No	No
31-254	No	No
31-2077	No	No

31-2125	No	No	
31-2274	No	No	NO ABSTRACT
31-2275	No	No	
31-4027	No	No	
31-10208	No	No	
31-10212	No	No	
31-10216	No	No	
31-10218	No	No	
31-10245	No	No	
31-10258	No	No	
31-10261	No	No	
31-10740	No	No	
31-12152	No	No	
31-12154	No	No	

*Note: Some of these water rights were split previously between owners David and James Hagenbarth and owner Hagenbarth Land Idaho LP. They are not being split again with these name ownership updates. David and James Hagenbarth are transferring each of their interests to Trusts.



WATER LEASE

This Water Lease ("Lease") is entered into effective the date last signed below by James F. Hagenbarth, David J. Hagenbarth, and the Hagenbarth Land Idaho Limited Partnership (collectively "Hagenbarth") and Bunts & Singles, LLC ("B&S"), hereinafter collectively referred to as the "Parties."

Recitals

- a. Hagenbarth and B&S are parties to a Settlement Agreement, dated May 19, 2020 (the "Agreement"), that contemplates this Lease. This Lease is made pursuant to the terms of Agreement and incorporates by this reference the terms of the Agreement, a copy of which is attached as Exhibit A. Defined terms in this Lease that are not specifically defined herein shall have the meanings assigned to them in the Agreement.
- b. Pursuant to the terms of the Agreement, B&S has constructed the Pond Diversion System on land that it owns in Clark County, Idaho, legally described on Exhibit A.
- c. In accordance with the Agreement, the Parties enter into this Lease whereby Hagenbarth leases the water diverted pursuant to its water rights 21-4071A and 21-13226, and permit 21-13254 (collectively the "Water Rights"), to B&S for use in the Pond using the Pond Diversion System on the terms set forth below.

Terms of Lease

1. **Lease.** Hagenbarth hereby leases to B&S the water diverted pursuant to the Water Rights exclusively for use by B&S in the Pond using the Pond Diversion System as contemplated in the Agreement. The water leased hereby shall be conveyed via the Hagenbarth Ditch. B&S may divert the entire flow from the Hagenbarth Ditch to the Pond, less approximately 1 cfs to be left in the New Ditch to maintain the integrity of the liner in the ditch. The term of this Lease is perpetual, subject to the rights of Hagenbarth to suspend diversions pursuant to the terms of Section 4 of this Lease and subject to B&S's right to terminate pursuant to the terms of Section 7.
2. **Annual Payment Terms.** B&S shall pay Hagenbarth an annual lease payment in advance on or before January 10 each year. The lease rate during the first year of this Lease shall be \$7,500.00 without any proration. The amount of the lease payment shall increase at the rate of 3% per year for the term of the Lease. (So, for example, the lease rate for year 2 shall be \$7,725.00, and the lease rate for year 3 shall be \$7,956.75 and so on).

B&S may elect to temporarily suspend diversions to the Pond for any given year by providing written notice to Hagenbarth of B&S's election to suspend prior to January 10 of that year, in which case the annual payment for that year shall be waived and Hagenbarth will lock the gates that provide for diversion of water from the Pond Diversion System into the Pond. In a year where B&S has elected to suspend diversions, it may revoke its election by providing written notice to Hagenbarth of revocation of the election and the full annual payment for that year that would have been due on January 10 but for the election to suspend. Hagenbarth will

unlock the gates allowing diversions into the Pond within three days after receipt of full payment. A suspension election does not affect the 3% escalator in price, which shall apply regardless of any suspensions.

3. Maintenance. B&S is solely and exclusively responsible for the maintenance and all related costs of the Pond Diversion System. If the Pond Diversion system is not functioning properly, Hagenbarth may, after failure by B&S to correct within 10 days of notice from Hagenbarth, perform the maintenance and charge the cost to B&S, which B&S shall pay within 30 days after receiving an invoice from Hagenbarth. Hagenbarth will continue to maintain the Hagenbarth Ditch (but not that portion that is the New Ditch, which B&S shall maintain).

4. Hagenbarth Right to Suspend. Hagenbarth may suspend the diversions to the Pond contemplated by this Lease, and direct the full flow of the Hagenbarth Ditch around the Pond via the New Ditch under the following circumstances:

- a. In the event B&S fails to make an annual payment and then has not remedied the nonpayment within 10 days after notice of nonpayment from Hagenbarth.
- b. In the event that the Pond develops a measurable leak, as detected by the difference in flows measured by Weir 1 and Weir 2, and B&S has not repaired the leak within 10 days after notice of the leak from Hagenbarth.
- c. In the event B&S fails to make a reimbursement payment to Hagenbarth for repairs as contemplated in Section 3, and then has not remedied the nonpayment within 10 days after notice of nonpayment from Hagenbarth.

Upon any suspension of the diversions as contemplated above, Hagenbarth shall promptly adjust the Diversion System to return flows to the Pond after the issue has been remedied. In the event right 21-4071A is curtailed in any year when B&S is otherwise entitled to be diverting water into the Pond, Hagenbarth shall continue to divert right 21-13226 into the Pond even though right 21-4071A has been curtailed.

5. No Guarantee of Availability of Water. Hagenbarth makes no guaranty that water will be available due to either reduction in flows from the springs, administrative curtailment, a decision by the federal government to reduce the flows of water entering the Hagenbarth Ditch, or any other reason not controlled by Hagenbarth. Any such reduction is not grounds for abatement of the payments due under this Lease.

6. Easement Related to Pond Diversion System. B&S hereby grants to Hagenbarth a perpetual, nonexclusive easement to enter the B&S property for the purpose of inspecting, maintaining and controlling the Pond Diversion System. B&S hereby affirms the historic, prescriptive easement for the same rights of access concerning the Hagenbarth Ditch. Hagenbarth shall have exclusive control over the diversion controls in Weir 1 and the Diversion Box. However, in the event adjustments are needed to the diversion controls to provide for the diversions allowed by this Lease, and B&S has made a good faith effort to contact Hagenbarth and has not received a response within three days, B&S may adjust the diversion controls to provide for diversions in accordance with the Lease.

7. Termination. B&S may terminate this Lease by providing written notice of termination to Hagenbarth. Upon termination, there shall be no proration of any amounts paid for the current lease year, all diversions of water into the Pond shall cease immediately and permanently, the Pond Diversion System shall be set to direct the entire flow of water entering it into the New Ditch, all maintenance rights for the Pond Diversion System except for the Pond shall transfer to Hagenbarth, and B&S shall have no further right to adjust the Pond Diversion System or deliver any water through the Pond Diversion System.

8. Additional documentation; cooperation during term. The Parties acknowledge that implementing this Lease may require submission of additional documentation to each other or to government agencies. The Parties shall cooperate in efforts to implement this Lease, and also shall cooperate with regard to producing any such additional documentation.

9. Notices. Any notice provided for or concerning this Lease shall be in writing, and may be delivered by hand delivery, fax, or email, but in any event shall be confirmed by sending such notice by registered or certified mail, first class postage prepaid, return receipt requested, addressed to the respective address of the Parties as set forth below:

Bunts & Singles, LLC

Barrett Peterson
225 S 200 E, Ste 300
Salt Lake City, UT 84111

Hagenbarth Land Idaho Limited Partnership

James F. Hagenbarth
P.O Box 1128
Dillon, MT 59725

10. Binding effect. This Lease shall bind the Parties hereto, their employees, agents, heirs, successors, and assigns. The obligations and benefits of this Lease shall run with the land. This Lease shall be recorded against the land.

11. Severability. If any of the provisions of this Lease are deemed invalid by any court or agency, the remaining provisions shall remain in effect.

12. No Waiver. A Party's election not to enforce any right under this Lease shall not constitute a waiver of the Party's entitlement to enforce such right in the future.

13. Authority. The Parties each represent and warrant that they have authority to enter into this Lease.

14. Interpretation. The Parties hereto acknowledge that this Lease has been prepared after extensive discussions between the Parties and the opportunity for each Party to review the Lease with and obtain advice from their respective legal counsel. In construing this Lease, the fact that one Party or the other may have drafted its various provisions shall not affect the interpretation of such provisions.

15. Governing Law. This Agreement shall be interpreted, applied and enforced in accordance with the laws of the State of Idaho. Venue for any lawsuit filed concerning the Agreement shall be in either Clark County, Idaho, or the federal court in Boise, Idaho.

16. Relationship of Parties. Nothing set forth herein shall be deemed to create the relationship of partners, principal and agent, master and servant, employer and employee, or joint venturers between the Parties hereto. None of the Parties shall have the authority to bind another Party. Nothing contained in this Lease shall create a contractual relationship with, or a cause of action in favor of, a third party against a Party or the Parties to this Lease.

17. Separate counterparts. This Lease may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

18. Attorney fees. In any action or proceeding brought by any Party hereto against the other in any way arising out of this Lease, the prevailing Party shall be entitled to its reasonable costs and expenses of such action, including attorneys' fees, from the other Party.

19. Entire Agreement. This Lease and the Agreement constitutes the entire understanding and agreement between the Parties concerning the matters covered in these documents.

James F. Hagenbarth

Date: _____

Bunts & Singles, LLC



Barrett Peterson, Manager

Date: 2/13/20

David J. Hagenbarth

Date: _____

Hagenbarth Land Idaho Limited Partnership

James F. Hagenbarth, general partner

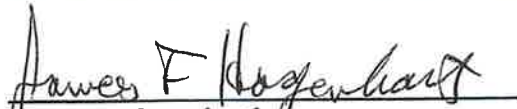
Date: _____

16. Relationship of Parties. Nothing set forth herein shall be deemed to create the relationship of partners, principal and agent, master and servant, employer and employee, or joint venturers between the Parties hereto. None of the Parties shall have the authority to bind another Party. Nothing contained in this Lease shall create a contractual relationship with, or a cause of action in favor of, a third party against a Party or the Parties to this Lease.

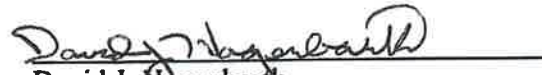
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19. Entire Agreement. This Lease and the Agreement constitutes the entire understanding and agreement between the Parties concerning the matters covered in these documents.


James F. Hagenbarth

Date: 5/26/2020


David J. Hagenbarth

Date: 5/26/2020

Bunts & Singles, LLC


Barrett Peterson, Manager

Date: 2/13/20

Hagenbarth Land Idaho Limited Partnership


James F. Hagenbarth, general partner

Date: 5/26/2020

STATE OF Utah)
:SS.
COUNTY OF Salt Lake)

I certify that I know or have satisfactory evidence that Barrett Peterson is the person who appeared before me, and said person acknowledged that he signed this instrument and that he was authorized to execute the instrument and acknowledged it as the manager of Bunts & Singles, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 13, 2020.

Lori Johnston



NOTARY PUBLIC
in and for the State of Utah
Residing at: SLC
Commission expires: 705527

STATE OF _____)
:SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that James F. Hagenbarth is the person who appeared before me, and said person acknowledged that he signed this instrument and stated that he was authorized to execute the instrument and acknowledged it as the general partner of Hagenbarth Land Idaho Limited Partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2020.

NOTARY PUBLIC
in and for the State of _____
Residing at: _____
Commission expires: _____

STATE OF Utah)
:SS.
COUNTY OF Salt Lake)

I certify that I know or have satisfactory evidence that Barrett Peterson is the person who appeared before me, and said person acknowledged that he signed this instrument and that he was authorized to execute the instrument and acknowledged it as the manager of Bunts & Singles, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 13, 2020.

Lori Johnston



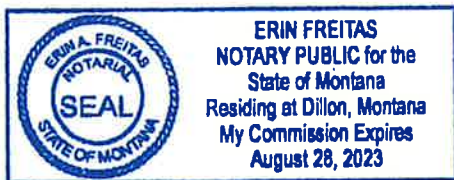
NOTARY PUBLIC
in and for the State of Utah
Residing at: SLC
Commission expires: 705527

STATE OF Montana)
:SS.
COUNTY OF Beaverhead)

I certify that I know or have satisfactory evidence that James F. Hagenbarth is the person who appeared before me, and said person acknowledged that he signed this instrument and stated that he was authorized to execute the instrument and acknowledged it as the general partner of Hagenbarth Land Idaho Limited Partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 26, 2020.

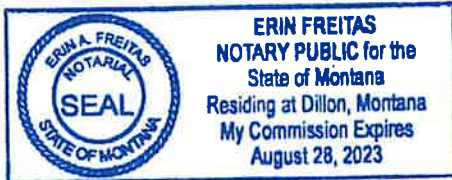
Erin A. Freitas



NOTARY PUBLIC
in and for the State of _____
Residing at: _____
Commission expires: _____

State of Montana)
County of Beaverhead) ss.

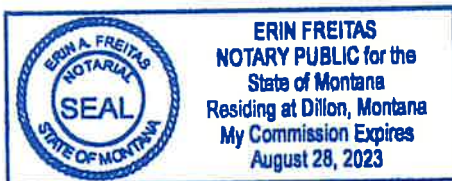
On this 26th day of May, 2020, before me, a Notary Public in and for said State, personally appeared James F. Hagenbarth, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



NOTARY PUBLIC
in and for the State of _____
Residing at: _____
Commission expires: _____

State of Montana)
County of Beaverhead) ss.

On this 26th day of May, 2020, before me, a Notary Public in and for said State, personally appeared David J. Hagenbarth, 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.



NOTARY PUBLIC
in and for the State of _____
Residing at: _____
Commission expires: _____

EXHIBIT A – Legal Description of B&S Parcel

Beginning at a point that is East along the section line 1132.0 feet from the Northwest corner of section seven (7), Township Thirteen (13) North, Range Forty-one (41) East Boise Meridian; running thence East 528.0 feet; thence South 1,056.0 feet; thence West 528.0 feet; thence North 1,056.0 feet to the point of beginning, containing 12.8 acres more or less.

SUBJECT TO:

1. All 1984 real property taxes and assessments.
2. A 33-foot wide road easement in favor of the United States of America and Grantees herein and the conditions, restrictions and reservations set forth in that certain Easement Deed in favor of the United States of America dated February 5, 1970 and recorded February 9, 1970 in the records of Clark County, Idaho, as Instrument No. 27272.
3. An easement for the operation and maintenance of a ditch as the same now exists upon the demised premises.
4. Reservations and exceptions contained in that certain Deed from the State of Idaho, dated April 21, 1942 recorded on November 22, 1963, in Book 215 of Deeds at page 243, records of Clark County, Idaho, and any reservations or rights granted or retained pursuant to Idaho Code §58-603 through §58-604.

2

2

AMENDED SETTLEMENT AGREEMENT

This Amended Settlement Agreement ("Agreement") is made by and between James F. Hagenbarth, David J. Hagenbarth, and the Hagenbarth Land Idaho Limited Partnership (collectively "Hagenbarth") and Bunts & Singles, LLC ("B&S"). B&S and Hagenbarth hereinafter may collectively be referred to as the "Parties." This Agreement replaces and supersedes the Settlement Agreement between the Parties dated August 15, 2019, which the parties amended to incorporate comments provided by the Idaho Department of Water Resources.

B&S and Hagenbarth own adjacent property located in Clark County, Idaho and certain appurtenant water rights. B&S desires to construct a new recreational pond on its property in the approximate location depicted on Exhibit A. The proposed pond would be located in an area through which an existing water conveyance ditch owned and maintained by Hagenbarth (the "Hagenbarth Ditch") is located, also shown on Exhibit A. In furtherance of its plan, B&S filed two applications with the Idaho Department of Water Resources ("IDWR") relating to certain water rights:

1) Application for Transfer of a Water Right no. 81352 that requests transfer water right 21-4071A from a place of use on federal land to B&S land located in the NENW and the NWNW of Section 7 of T13N R41E (the "Transfer Application"); and

2) Application for Permit no. 21-13254 to divert 4.0 cfs and store 8AF of surface water from a spring into the proposed pond (the "Permit Application").

⑤ Together, if approved, the Transfer Application and the Permit Application would allow B&S to divert water from two springs located on federal land managed by the Forest Service to the proposed pond on the B&S property via the Hagenbarth Ditch.

Hagenbarth filed protests to both applications asserting enlargement, speculation, and injury to Hagenbarth's water rights. Specifically, Hagenbarth asserted that the applications required permission from both himself and the Forest Service, neither of which were likely to be obtained. The Parties have reached a mutually agreeable resolution that will resolve Hagenbarth's protests. Accordingly, the Parties agree as follows:

1. *Terms of Settlement.*

a. Within 10 days following the execution of this Agreement, B&S shall amend the Permit Application to change the the season of use for the Diversion to Storage purpose of use to 11/1 to 5/1, and to add a Recreation purpose of use for 4.0 cfs with a season of use from 11/1 to 5/1.

b. Within 10 days after B&S has amended the Permit Application as described above, Hagenbarth will conditionally withdraw his protest to the Transfer Application, conditioned upon i) the reduction of right 21-4071A from an allowable 13,000 gallons per day to 6,500 gpd; ii) agreement by the Forest Service to having a condition added to its rights 21-4071 and 21-11478 that limit them to a combined diversion volume of 6,500 gallons per day; and iii)

conveyance of ownership of water right 21-4071A from B&S to Hagenbarth upon the final approval of the Transfer Application by IDWR. B&S shall convey water right 21-4071A to Hagenbarth via a water right grant deed to be delivered within 3 days after IDWR's final approval of the Transfer Application.

c. Within 10 days after B&S has amended the Permit Application as described above, Hagenbarth will conditionally withdraw his protest to the Permit Application, conditioned upon conveyance of ownership of permit 21-13254 from B&S to Hagenbarth upon the final approval of the Permit Application by IDWR and an amendment to the application to edit the end date of the season of use from 4/15 to 5/1. B&S shall convey permit 21-13254 to Hagenbarth via an assignment of the permit to be delivered within 3 days after IDWR's final approval of the Transfer Application.

d. B&S shall construct the following in strict accordance with the plans attached as Exhibit B (collectively the "Pond Diversion System") during times and in a manner that will not impair Hagenbarth's ability to convey irrigation water to its properties served by the Hagenbarth Ditch:

i. A culvert in the Hagenbarth Ditch, shown on Detail 1 in Exhibit B, that diverts the full flow of water in the Hagenbarth Ditch to Weir 1;

ii. Weir 1, details shown on page 1 and on Details 1 and 3 in Exhibit B, that will measure the water delivered through the culvert and split the flow to the New Ditch and the Pond, and that will include lockable screw gates on the outflows from weir into the Pond;

iii. The Pond, which shall be constructed and lined in accordance with the recommendations described for a synthetic liner in Exhibit C;

iv. The New Ditch, which shall be lined with a synthetic liner in accordance with the recommendations described in Exhibit C, from the Diversion Box to the location where it intercepts the Hagenbarth Ditch, in the location depicted on Exhibit B;

v. The Outlet Pipe and Pond Outlet Structure as shown on page 1 and Detail 4 of Exhibit B that returns the flow diverted into the Pond back to the New Ditch (less evaporation);

vi. Weir 2 in the New Ditch as depicted on page 1 and Detail 2 and 3 of Exhibit B, for the purpose of measuring the flow in the New Ditch below the Outlet Pipe.;

e. Upon conveyance of ownership of the water right 21-4071A and permit 21-13254 to Hagenbarth, the Parties shall execute a lease agreement, the form of which is attached as Exhibit D, that will provide for the perpetual lease of the recreational use of water rights 21-4071A, 21-13226 and permit 21-13254 on an annual basis with the following terms (the "Lease").

i. B&S may divert the entire flow from the Hagenbarth Ditch to the Pond, less approximately 1 cfs to be left in the New Ditch to maintain the integrity of the liner in the ditch.

ii. Hagenbarth shall have exclusive control over the diversion controls in Weir 1 and the Diversion Box (depicted in Detail 3 on Exhibit B) and shall be granted an easement to enter the B&S property for the purpose of inspecting, maintaining and controlling the Pond Diversion System. In the event adjustments are needed to the diversion controls to provide for the diversions allowed by the Lease, and B&S has made a good faith effort to contact Hagenbarth and has not received a response within three days, B&S may adjust the diversion controls to provide for diversions in accordance with the Lease.

iii. B&S is solely and exclusively responsible for the maintenance and all related costs of the Pond Diversion System. If the Pond Diversion system falls into disrepair, Hagenbarth may, after failure by B&S to correct within 10 days of notice from Hagenbarth, perform the maintenance and charge the cost to B&S, which B&S shall pay within 30 days after receiving an invoice from Hagenbarth. Hagenbarth will continue to maintain the Hagenbarth Ditch.

iv. B&S shall pay Hagenbarth in advance on or before January 10 each year the lease rate of \$7,500 per year, which amount shall increase at the rate of 3% per year, for the lease of water in that year. In the event of non-payment, Hagenbarth, in his sole discretion, may curtail the diversion of water from the Hagenbarth Ditch to the Pond after failure by B&S to cure within three days after notice of nonpayment from Hagenbarth. B&S may elect to suspend payment and diversions to the Pond on an annual basis. It is understood and agreed that the Lease payment due for the year 2020 shall be due and owing only upon the fulfillment of the conditions being fulfilled herein, including the granting of the required permits and transfers as well as the successful construction of the Pond, New Ditch and the required diversionary works.

v. In the event the B&S does not fulfill its obligations under the Lease, including the obligation to construct and maintain the Pond so that it does not leak, as measured by the Pond Diversion System weirs, Hagenbarth may divert the flows around the Pond in the New Ditch until such time as B&S fulfills its obligations under the lease.

vi. Payment of the lease rate is no guaranty that water will be available due to either reduction in flows from the springs, administrative curtailment, a decision by the federal government to reduce the flows of water entering the Hagenbarth Ditch, or any other reason not controlled by Hagenbarth.

vii. B&S may terminate the Lease upon written notice to Hagenbarth upon which all diversions of water into the Pond shall cease immediately and permanently, the Pond Diversion System shall be set to direct the entire flow of water entering it into the New Ditch, all maintenance rights for the Pond Diversion System except for the Pond shall transfer to Hagenbarth, and B&S shall have no further right to adjust the Pond Diversion System or deliver any water through the Pond Diversion System.

viii. B&S may elect to temporarily suspend diversions to the Pond for any given year as provided in the Lease.

f. B&S shall reimburse Hagenbarth for his expenses incurred by Hagenbarth associated with all of the above.

2. **Mutual Consideration.** The Parties agree that this Settlement is beneficial to them, and that litigation of the water rights could be detrimental to their interests.

3. **Voluntary Agreement.** The Parties hereto acknowledge and agree that the terms to this Agreement have been read by them or reviewed with legal counsel, or that they had the opportunity to have the agreement reviewed with legal counsel and that the terms are fully understood and voluntarily accepted for the purpose of making a full, final and complete compromise, settlement and release as set forth herein.

4. **No Admissions.** Neither this Agreement nor the execution or performance hereof shall be deemed to constitute an admission directly or indirectly by any party of the truth of, or any liability responsibility on account of or with respect to, any matters referred to in this Agreement, but is for the sole and exclusive purpose of compromising and settling claims and the complete resolution of the claims between the Parties.

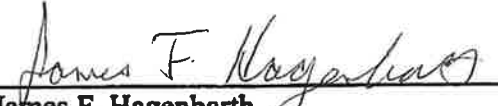
5. **Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, heirs, devisees, executors, issue, administrators, personal representatives, and, if applicable, upon and to each Parties' respective partners, associates, shareholders, directors, employees and their heirs, devisees, executors, issue, administrators, personal representatives, successors and assigns.

6. **Enforcement - Attorneys' Fees.** If any legal action, arbitration or legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in the action or proceeding in addition to any other relief of which they may be entitled.

7. **Governing Law.** This Agreement shall be interpreted, applied and enforced in accordance with the laws of the State of Idaho. Venue for any lawsuit filed concerning the Agreement shall be in either Clark County, Idaho, or the federal court in Boise, Idaho.

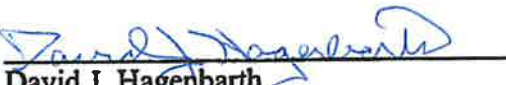
8. **Headings.** The bolded paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in interpreting or construing this Agreement.

9. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be original, but all of which shall be deemed the same document.


James F. Hagenbarth

Date 07/05/2020

Bunts & Singles, LLC

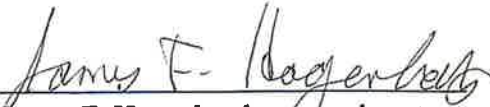

David J. Hagenbarth

Date 03/05/2020

Hagenbarth Land Idaho Limited Partnership


Barrett Peterson, manager

Date 2/13/20


James F. Hagenbarth, general partner

Date 03/05/2020

WATER RIGHT DEED

FOR VALUE RECEIVED, **BUNTS & SINGLES LLC**, a Utah limited liability company, of 225 S. 200 E., Ste. 300, Salt Lake City, Utah 84111, hereinafter called "Grantor" hereby remises, releases, and forever warrants unto **James F. Hagenbarth, David J. Hagenbarth and Hagenbarth Land Idaho LP**, a Montana limited partnership of P.O. Box 1128, Dillon Montana 59725, hereinafter termed "Grantees", all of its interest in and to the following Idaho Water Right:

<u>Water Right Number</u>	<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>QQ</u>	<u>County</u>
21-4071A	T13N	R41E	7	NENW, NWNW	Clark

DATED This 19th day of May, 2020.

Bunts & Singles LLC

By: [Signature]
Its: Manager

STATE OF UTAH)
)ss.
County of Salt Lake)

On this 18th day of May, 2020 before me a notary public in and for said State, personally appeared Barrett Peterson known to be the manager of the limited liability company that executed the instrument or the person who executed this instrument on behalf of said company and acknowledged to me that such company 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.



[Signature]
Notary Public for Utah
Residing at: SLC UT
My commission expires: 04/02/2023

After recording, please return document to:

Dillon Law PC

PO Box 1418

Dillon, MT 59725

CORRECTION DEED OF GIFT

THIS **CORRECTION** INDENTURE is made to be effective as the 12 day of Nov, 2025, by **David J. Hagenbarth**, dealing with his sole and separate property, the "Grantor", to **David J. Hagenbarth, as Trustee of the David J. Hagenbarth Revocable Trust**, under trust agreement dated November 11, 2024, whose mailing address is PO Box 1128, Dillon, MT 59725, the "Grantee".

WITNESSETH:

That the Grantor does by these presents remise, release and forever quitclaim unto the Grantee, and to Grantee's successors and assigns forever, all right title and interest, now owned or hereafter acquired by the Grantor, in the following described real property in the County of Clark, State of Idaho, to-wit:

See attached **Corrected** Exhibit "A"

TOGETHER, with the tenements, hereditaments, water rights and other appurtenances thereunto belonging or in anywise appertaining, and any revisions, any remainders, and rents, issues and profits therefrom.

TO HAVE AND TO HOLD the said Property and appurtenances unto the Grantee, and to Grantee's successors and assigns forever.

In construing the *Correction* Deed of Gift and where the context so requires, the singular includes the plural.

The purpose of this **Correction** Deed of Gift is to correct the legal description of real property in Parcel 12: "Mud Creek", Township 13 North, Range 40 East, Section 10 which was conveyed by Deed of Gift recorded in Clark County, October 6, 2025, as Instrument #60080. The correct description is **that part of the SE $\frac{1}{4}$ north of Route A2**.

Corrected Exhibit A
Property

An undivided 50% interest in the following described property located in Clark County, Idaho, described as follows:

Parcel 1: "Three Mile"

Township 12 North, Range 37 East

Section 19: That portion of the SESW lying south of the Spencer-Kilgore Road

Parcel 2: "The Eighty"

Township 12 North, Range 39 East

Section 4: E $\frac{1}{2}$ SE $\frac{1}{4}$

Parcel 3: "Northwest Antelope"

Township 13 North, Range 39 East

Section 11: NW $\frac{1}{4}$ SE $\frac{1}{4}$

Parcel 4: "Northwest Antelope"

Township 13 North, Range 39 East

Section 14: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Parcel 5: "Lock Springs West Antelope"

Township 13 North, Range 39 East

Section 13: N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$

Parcel 6: "Southwest Antelope"

Township 13 North, Range 39 East

Section 23: NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$

Parcel 7: "West Antelope"

Township 13 North, Range 39 East
Section 24: S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$

Parcel 8: "Big East Antelope"

Township 13 North, Range 40 East
Section 17: SW $\frac{1}{4}$ NW $\frac{1}{4}$

Parcel 9: "Wall Spring #1"

Township 13 North, Range 40 East
Section 18: NW $\frac{1}{4}$ NW $\frac{1}{4}$ (Lot 1)

Parcel 10: "Wall Spring #2"

Township 13 North, Range 40 East
Section 18: N $\frac{1}{2}$ NE

Parcel 11: "Headquarters"

Township 13 North, Range 40 East
Section 10: That part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ north of Route A2

***Corrected Parcel 12: "Mud Creek"**

Township 13 North, Range 40 East
Section 10: That part of the SE $\frac{1}{4}$ north of Route A2

Parcel 13: "Lodge Pasture"

Township 13 North, Range 41 East

Section 7: Lot 1 and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ except Parcel 2412; Those portions of Lot 2 & SE $\frac{1}{4}$ NW $\frac{1}{4}$ which lie north of Route A-2

Parcel 14: "Howard Creek"

Township 13 North, Range 41 East
Section 6: Lots 1 & 2, S $\frac{1}{2}$ NE, SE $\frac{1}{4}$

2-4071A & 21-13254

After recording, please return document to:

Dillon Law PC
PO Box 1418
Dillon, MT 59725

QUITCLAIM DEED

THIS INDENTURE is made to be effective as the 12th day of November 2025, by **James F. Hagenbarth**, dealing with his sole and separate property, the "Grantor", to **James F. Hagenbarth, Trustee of the James F. Hagenbarth Living Trust**, dated July 30, 2025, and any amendments thereto, of PO Box 1128, Dillon, MT 59725 "Grantee".

WITNESSETH:

That the Grantor does by these presents remise, release and forever quitclaim unto the Grantee, and to Grantee's successors and assigns forever, all right title and interest, now owned or hereafter acquired by the Grantor, in the following described real property in the County of Clark, State of Idaho, to-wit:

See attached Exhibit "A"

TOGETHER, with the tenements, hereditaments, water rights and other appurtenances thereunto belonging or in anywise appertaining, and any revisions, any remainders, and rents, issues and profits therefrom.

TO HAVE AND TO HOLD the said Property and appurtenances unto the Grantee, and to Grantee's successors and assigns forever.

In construing the Deed of Gift and where the context so requires, the singular includes the plural.

Instrument # 60125

DUBOIS, CLARK, IDAHO
12-4-2025 03:48:25 PM No. of Pages: 2
Recorded for : DILLON LAW PC
STEPHENIE STEWART Fee: 15.00
Ex-Officio Recorder Deputy *Stephenie Stewart*

GRANTOR:

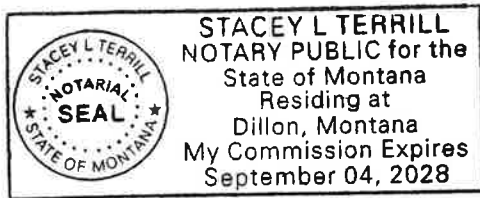
James F. Hagenbarth
James F. Hagenbarth

STATE OF MONTANA)

)ss.

County of Beaverhead)

This record was acknowledged before me the 12th day of November,
2025, by James F. Hagenbarth.



Stacey L. Terrill
Signature of Notary Public
My Commission Expires: September 4, 2028

Exhibit A
Property

An undivided 50% interest in the following described property located in Clark County, Idaho, described as follows:

Parcel 1: "Three Mile"

Township 12 North, Range 37 East

Section 19: That portion of the SESW lying south of the Spencer-Kilgore Road

Parcel 2: "The Eighty"

Township 12 North, Range 39 East

Section 4: E $\frac{1}{2}$ SE $\frac{1}{4}$

Parcel 3: "Northwest Antelope"

Township 13 North, Range 39 East

Section 11: NW $\frac{1}{4}$ SE $\frac{1}{4}$

Parcel 4: "Northwest Antelope"

Township 13 North, Range 39 East

Section 14: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Parcel 5: "Lock Springs West Antelope"

Township 13 North, Range 39 East

Section 13: N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$

Parcel 6: "Southwest Antelope"

Township 13 North, Range 39 East

Section 23: NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$

Parcel 7: "West Antelope"

Township 13 North, Range 39 East
Section 24: S½NW¼NW¼, NE¼NW¼

Parcel 8: "Big East Antelope"

Township 13 North, Range 40 East
Section 17: SW¼NW¼

Parcel 9: "Wall Spring #1"

Township 13 North, Range 40 East
Section 18: NW¼NW¼ (Lot 1)

Parcel 10: "Wall Spring #2"

Township 13 North, Range 40 East
Section 18: N½NE

Parcel 11: "Headquarters"

Township 13 North, Range 40 East
Section 10: That part of the SE¼SW¼ north of Route A2

Parcel 12: "Mud Creek"

Township 13 North, Range 40 East
Section 10: That part of the SE¼ north of Route A2

Parcel 13: "Lodge Pasture"

Township 13 North, Range 41 East
Section 7: Lot 1 and the NE¼NW¼ except Parcel 2412; Those portions of Lot 2 & SE¼NW¼ which lie north of Route A-2

Parcel 14: "Howard Creek"

Township 13 North, Range 41 East
Section 6: Lots 1 & 2, S½NE, SE¼

RECEIVED

MAY 28 2020

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF PERMIT

To change the ownership of a permit

\$25 fee per permit
 Received by m. fottis
 Receipt amt. \$ 25.00
 Receipt no. E045951
 Date 5-28-20

James F Hagenbarth, David J Hagenbarth, and

I, Bunts & Singles LLC, hereby assign to Hagenbarth Land Idaho Limited Partnership

Current owner(s)

New owner(s)

of, P.O. Box 1128, Dillon, MT 59725

New owner's address including city, state and ZIP

Phone

All my right, title, and interest in and to Permit No(s): 21-13254 to
 appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Permit Number(s):

_____, to appropriate the public waters of the State of Idaho.

Describe in detail the portion of the permit assigned, listing the number of acres in each 40 acre subdivision, point of
 diversion location, and amount of the water in cubic feet per second.

Does the new permit holder own the property at the:

Point of diversion? ☐ Yes ☒ NoPlace of use? ☐ Yes ☒ No

If no, describe the arrangement enabling the new owner to access the point of diversion and/or the place of use:

Existing point of diversion is on Forest Service land. POU is owned by Bunts & Singles LLC. Authorization is

given in Amended Settlement Agreement executed March 5, 2020.

Dated this 18th day of May, 2020.[Signature]

Manager

Permit holder

Title (if applicable)

Permit holder

Title (if applicable)

State of Idaho)County of Salt Lake)Barnett Peterson

On this 18th day of May, 2020, personally appeared before me the signer(s) of the above
 instrument, who duly acknowledged to me that he/she/they executed the same.

SEAL

[Signature]
Notary PublicMy commission expires: 04/02/2023



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

June 02, 2020

JAMES F HAGENBARTH
PO BOX 1128
DILLON MT 59725-1128

DAVID J HAGENBARTH
PO BOX 1128
DILLON MT 59725-1128

HAGENBARTH LAND IDAHO LP
PO BOX 1128
DILLON MT 59725-1128

RE: Assignment of Permit No(s): 21-13254

Dear Permit Holder(s):

The Department of Water Resources (Department) has received notice that you are the new owner of the above referenced Permit(s). The Department has modified its records and has enclosed a computer-generated report for you.

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

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

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: Water District 01



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

June 17, 2026

JAMES F HAGENBARTH LIVING TRUST
DAVID J HAGENBARTH REVOCABLE TRUST
MILES CREEK HOME LLC
PO BOX 1128
DILLON MT 59725-1128

Re: Change in Ownership for Water Right No(s): 21-2054B, 21-4071A, 21-4170, 21-4171, 21-4172, 21-4173, 21-4174, 21-4175, 21-10108, 21-10109, 21-10110, 21-12433, 21-12854, 21-12939, 21-13254, 21-13288, 31-253, 31-254, 31-2077, 31-2125, 31-2274, 31-2275, 31-4027, 31-10208, 31-10212, 31-10216, 31-10218, 31-10245, 31-10258, 31-10261, 31-10740, 31-12152, 31-12154

Dear Water Right Holder(s):

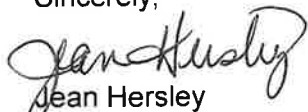
The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

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)

Hersley, Jean

From: Patti Rowland <prowland@dillon-law.com>
Sent: Wednesday, March 4, 2026 1:17 PM
To: Hersley, Jean
Cc: Stacey Terrill
Subject: Hagenbarth Water Lease, Settlement Agreement, and Water Right Deed
Attachments: Water Lease.pdf; Water Right Deed.pdf; Amended Settlement Agreement.pdf; Assignment of Permit & Supporting Documents - 21-13254.pdf

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Jean

Thank you for discussing the two Hagenbarth ownership changes with me that you sent letters out for February 5, 2026.

21-4071A and 21-13254

The attached Amended Settlement Agreement, Water Deed, Water Right Lease, and Assignment of Permit relate to Water Rights 21-4071A and 21-13254. These documents show that while the water right is used on land owned by Bunts & Singles (Parcel 13), the ownership of the water right was accurately reflected as being co-owned by Hagenbarth Land Idaho LP, David J. Hagenbarth, and James F. Hagenbarth.

Hagenbarth Land Idaho LP continues to have an interest in these water rights as set forth in the documents above. The more recent Quitclaim Deed and Correction Gift Deed filed with the Notice of Change of Water Right Ownership does not change or remove the Hagenbarth Land Idaho LP interest. Instead, these deeds update, for estate planning purposes, the names of James F. Hagenbarth to Trustee of the James F. Hagenbarth Living Trust and from David J. Hagenbarth to David J. Hagenbarth, as Trustee of the David J. Hagenbarth Revocable Trust. As such, I am reluctant to draft and file a document conveying a 50% undivided interest to each Trust. You indicated this would remove the Hagenbarth Land Idaho LP from ownership and that is not what is intended. These conveyances simply update the names for estate planning purposes which already exist, rather than change actual ownership.

I hope that makes sense. Let me know what you think needs to be done to complete the task for the Hagenbarth family.

31-7345

Again, I do not see this water right as being split, but rather I see it as being co-owned between the 2 parcels of property. But because there are 2 parcels, a split of 50/50 (tenants in common) makes some sense but it was not the intended result. The members of the Miles Creek Home, LLC are David J. Hagenbarth and his family. If IDWR wants the right split, we will get the additional \$75 filing fee sent. Let me know if we need to do something to show an undivided 50% interest.

Thanks so much,
Patti

Patti L. Rowland, Attorney
DILLON LAW PC
220 South Pacific Street
P.O. Box 1418
Dillon, MT 59725-1418
(406) 683-8795

This message may contain confidential privileged material, including attorney-client communications and attorney work product. This electronic transmission does not constitute a waiver of privilege. Please contact sender immediately if you have received this message in error. Thank you.



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

February 05, 2026

DAVID J HAGENBARTH REVOCABLE TRUST
JAMES F HAGENBARTH LIVING TRUST
PO BOX 1128
DILLON MT 59725-1128

RE: Change in Ownership Water Right No(s): 21-4071A & 21-13254

Dear Interested Parties:

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

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

- Evidence of Water Right Ownership: Water rights 21-4071A and 21-13254 are appurtenant to property currently owned by Bunts & Singles, LLC. The land was an exception in Exhibit A (Parcel 13: Lodge Pasture). Because David J Hagenbarth Revocable Trust & James F Hagenbarth Living Trust do not own the land, the Department will need a document conveying a 50% undivided interest of the water right from David J Hagenbarth to David J Hagenbarth Revocable Trust and a document conveying a 50% undivided interest of the water right from James F Hagenbarth to James F Hagenbarth Living Trust.

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

Also, please note that water right holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to update ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at 208-287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: Dillon Law PC

DILLON LAW PC

Patti L. Rowland, Attorney at Law
220 South Pacific Street • P.O. Box 1418 • Dillon, MT 59725-1418
prowland@dillon-law.com • (406) 683-8795

RECEIVED

DEC 22 2025

DEPARTMENT OF
WATER RESOURCES

December 19, 2025

Department of Water Resources
322 E Front Street Ste 648
Boise, ID 83702

Re: Water Right Ownership Updates

Dear Department of Water Resources:

Please find enclosed for filing on behalf of David and James Hagenbarth multiple Ownership Updates with corresponding Deeds, Water Right Abstracts, Survey and Maps. Also, enclosed is a check for \$900.00 for the filing fees as well as a copy of the first page of each to conform with receipt information.

Once filed, please return the conformed copies with the enclosed envelope.

If you have any questions, please contact attorney Patti L. Rowland by phone at (406) 683-8795 or by email at prowland@dillon-law.com.

Thank you,



Stacey L Terrill
Legal Assistant

