

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

MAR 14 2022

Notice of Change in Water Right Ownership

Department of Water Resources
Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions. **DEV**

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
34-7233 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-14751 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-14752 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-14753 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-14754 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Marilyn Lambert
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Jay and DeAnn Jensen or Jensen family Cattle
New owner(s) as listed on the conveyance document Name connector ☐ and ☒ or ☐ and/or
- 3320 W 2800 N Moore ID 83255
Mailing address City State ZIP
- 208 390 2093 jensen@netzero.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: Sept. 18 2014

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☐ Filing fee (see instructions for further explanation):
- ☐ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

FILE # 34-7233

8. Signature: DeAnn Jensen manager Mar. 11. 22
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 3/14/2022 Receipt No. E048008 Receipt Amt. \$100.-
E047895
 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 JB Processed by JB Date 4/27/2022

Prepared by:

Marilyn Mowrey Lambert

2524 N 3300 W. Arco, ID 83213, USA

Parcel ID:

Warranty Deed

FOR VALUE RECEIVED, Marilyn Mowrey Lambert, not married, of 2524 N 3300 W, Arco, ID 83213, USA, (the "Grantor"), does hereby convey, release, and remise, with special warranty covenants, unto Jensen Family Cattle, an Idaho corporation, whose tax mailing address is 3320 W. 2800 N. Moore Idaho, (the "Grantee") as the sole tenant, the following described premises:

Idaho Water Rights 34-7233, 34-14751, 34-14752, 34-14753, 34-14754. As per agreement dated September 18, 2014 recorded March 23, 2015 Butte county 0052439.

Together with the appurtenances. This property is also known as JENSEN FAMILY CATTLE

This deed is intended to convey to the Grantee all right, title, and interest of the Grantor in and to the said property, now owned or acquired after this deed has been executed.

TO HAVE AND TO HOLD the Premises, with their appurtenances unto the said Grantee, forever.

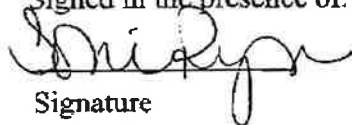
The Grantor does hereby covenant to and with the Grantee that the Grantor is the owner in fee

simple of the Premises: that the Grantor will warrant and defend the Premises from all lawful claims by, through, or under the Grantor; and that the Premises are free from all encumbrances.

Prior instrument reference: Book _____, page _____,
document No. 0052439, of the recorder of BUTTE County,

Dated this 3-23-15 day of _____.

Signed in the presence of:


Signature

Name

Mowrey Lambert

Marilyn

MARILYN MOWREY-LAMBERT

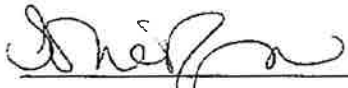
Marilyn Mowrey-Lambert

Grantor Acknowledgement

STATE OF IDAHO

COUNTY OF BUTTE

On this 7 day of April, 2022, before me, a notary public in and for the State of Idaho, personally appeared Marilyn Mowrey Lambert, known to me, or proven on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.



Notary Public for the State of Idaho

County of BUTTEResiding at: 2006 Grand Ave Arco ID 83213My commission expires: 04/20/2027

MAR 23 2015

A.M. 1:00 P.M.

WATER RIGHT, WELL, & EASEMENT AGREEMENT

BENNET COUNTY RECORDER

Jim Lamett

THIS WATER RIGHT, WELL, & EASEMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of September, 2014 (the "Effective Date"), by and between MARILYN MOWREY LAMBERT, whose address is 2524 N. 3300 W., Arco, Idaho 83213 (hereinafter "Lambert"), and JAY AND DEANN JENSEN, husband and wife, whose address is 3320 W. 2800 N., Moore, Idaho 83255 (hereinafter "Jensens"). Lambert and Jensens are individually a "Party" and together the "Parties".

RECITALS:

A. Lambert is the owner of certain real property located approximately two and half (2.5) miles northwest of Arco, Idaho (the "Lambert Property").

B. Water Right Nos. 34-2386 and 34-7233, both ground water rights, (the "Water Rights") are appurtenant to the Lambert Property. The Water Rights were decreed on December 14, 2001 in the Snake River Basin Adjudication by the District Court for the Fifth Judicial District of the State of Idaho. The Water Rights are more fully described in the reports obtained from the Idaho Department of Water Resources ("Department" or "IDWR") attached hereto as **Exhibit 1**.

C. A well located in the NW1/4NW1/4NW1/4, of Sec. 26, 04N, 26E serves as the authorized point of diversion for the Water Rights. Another well located in the SE1/4NW1/4NW1/4, of Sec. 26, 04N, 26E serves as an additional authorized point of diversion for Water Right No. 34-7233.

D. The wells described in paragraph C above (the "Wells") have fallen into a state of disrepair and as a result, are unable to produce the water necessary for the Water Rights. Lambert has no desire to replace the Wells or to utilize the Water Rights. Instead, Lambert desires to obtain additional surface water for the irrigation of the Lambert Property.

E. Jensens farm land to the north and south of the Lambert Property for which they desire to obtain additional ground water rights.

F. Jensens are entitled to ten thousand (10,000) inches¹ of storage water from Mackay Reservoir through their membership in the Big Lost River Irrigation District, each year.

G. Lambert desires to convey the Water Rights to Jensens in exchange for _____ inches of their storage water described above in paragraph F.

¹ This unit of measurement is used locally in the Big Lost River Valley and it is understood that 50 inches of water equals 2 acre-feet of water. Thus, Jensens' 10,000 inches equals 200 acre-feet of water at the reservoir. After water is released from the Mackay reservoir there are conveyance losses in the system resulting in the loss of sometimes significant amounts of water before it reaches the field headgate. As a result, 10,000 inches of water in the reservoir does not equal 10,000 inches of water at the field. Furthermore, the availability of all 10,000 inches is dependent on water supplies each year, and it is understood that in dry years, not all 10,000 inches of water will be available. For example, if the reservoir only fills to 80% of capacity, Jensens are entitled to 80% of 10,000 inches, or 8,000 inches.

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: 34

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit:

Combined Volume Limit: 212.7

Combined Rate Limit:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

H. Jensens desire to drill a new well (the "Replacement Well") to replace the Wells in order to pump the Water Rights for delivery to their farm ground.

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENTS:

1. First Contingency (Replacement Well Construction).

(a) This Agreement is contingent upon development of a successful Replacement Well. Lambert hereby consents to allow Jensens to construct the Replacement Well on the Lambert Property, at Jensens' sole cost and expense, and to provide access to the Lambert Property for purposes of constructing the Replacement Well.

(b) In the event that the Replacement Well is not successful, the determination of which shall be made by Jensens in their sole discretion, this Agreement shall be null and void and neither party will be under any further obligations to perform under this Agreement. In the event the Replacement Well is not successful, Jensens will not be entitled to any reimbursement of costs to drill the Replacement Well from Lambert.

(c) Upon a determination by the Jensens that the Replacement Well is successful, Lambert agrees to grant a perpetual easement (the "Easement") granting all necessary access to the Replacement Well to the Jensens. Furthermore, Lambert agrees to execute an easement document substantially in the form attached to this Agreement as **Exhibit 2** to convey the Easement to the Jensens.

(d) The Parties agree that nothing in this agreement shall be construed to give Lambert any interest, ownership or otherwise, in the Replacement Well. Furthermore, the parties agree that performance under these paragraphs is not subject to Paragraph 2 below.

2. Second Contingency (Amendment of Water Rights Through Transfer).

(a) Satisfactory Transfer Approval Contingency. Upon a determination by the Jensens that the Replacement Well is successful, Jensens shall file an application for transfer of a water right under Idaho law ("Application for Transfer" or "Transfer") of the Water Rights with the Department amending the Water Rights to be authorized to irrigate Jensens' farm or other property of Jensens' choosing. Because of the uncertainty associated with possibility of protest of the Transfer or other conditions that may be imposed by the Department through the Transfer (including a determination of forfeiture of some or all of the Water Rights), the Parties expressly acknowledge and agree that further performance under this Agreement (except for Paragraph 1 above) is also fully contingent upon the approval of the Application for Transfer by the Department in a manner satisfactory to the Jensens, unless such contingency is waived by the Jensens.

(b) Transfer Application Submission to the Department. Lambert and Jensens agree to cooperate in obtaining Department approval of the Transfer. Jensens shall be responsible for the costs associated with the Transfer, including all consultant fees for

preparation of the Transfer application and calculation of mitigation, as well as the costs of filing and prosecuting and defending the Transfer application, including all attorney fees, in the event the Transfer is protested and the subsequent administrative process associated with such protest(s). The Parties shall use best efforts to obtain timely Transfer approval.

3. Conveyance of the Water Rights and Assignment of Storage Water. If the Transfer described in Paragraph 2 is approved in a manner satisfactory to Jensens, then the Parties will proceed to close this transaction with the conveyance of the following:

(a) Water Rights to Jensens: Lambert shall convey the Water Rights to the Jensens. Lambert agrees to execute a Special Warranty Deed (the "Deed") substantially in the form attached to this Agreement as **Exhibit 3** to convey the Water Rights to the Jensens.

(b) Assignment of Storage Water to Lambert. In exchange for the Deed and the Easement, Jensens agree to convey _____ inches of their storage water described above in paragraph F to Lambert by executing a document substantially in the form attached to this Agreement as **Exhibit 4**.

4. Lambert's Representations and Warranties. Lambert hereby represents and warrants to Jensens, as of the effective date of this Agreement as follows:

(a) Authority. Lambert has the full legal power, right and authority to enter into this Agreement and to perform Lambert's obligations hereunder.

(b) Conveyance. Provided that the contingencies in Paragraph 3 are satisfied, Lambert shall then convey the Water Rights free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the water right records contained in **Exhibit 1** and in the Transfer approved by the Department.

(c) No Representation or Warranty Concerning Suitability for Jensens' Intended Use. Lambert has not made, and hereby makes, no representation or warranty to Jensens except as expressly contained in this Agreement.

5. Jensens' Representations and Warranties. Jensens hereby represent and warrant to Lambert as of the effective date of this Agreement as follows:

(a) Authority. Jensens have the legal power, right and authority to enter into this Agreement and to perform Jensens' obligations hereunder.

(b) Jensens' Due Diligence. Jensens and Jensens' consultants and counsel have had a full opportunity to review all documents, records and other information made available to Jensens by Lambert and/or otherwise reasonably available to Jensens through public or other sources, related to the nature and extent of the Water Rights, the laws and rules affecting their transfer and use by Jensens, and the suitability or fitness of the Water Right for Jensens' intended purposes.

6. Miscellaneous.

(a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.

(b) Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the following:

Lambert

Marilyn Mowrey Lambert
2524 N. 3300 W.
Arco, ID 83213
(208) 604-1480

Jensens

Jay and DeAnn Jensen
3320 W. 2800 N.
Moore, ID 83255
(208) 390-2093

Jensens' Representative

Luke H. Marchant
Holden, Kidwell, Hahn & Crapo,
P.L.L.C.
P.O. Box 50130
Idaho Falls, ID 83405
(208) 523-0620

(c) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto. Neither Lambert nor Jensens shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.

(d) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.

(e) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.

(f) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.

(g) Counterparts. This Agreement may be executed in any number of counterparts for the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.

(h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

(i) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.

(j) Essence of Time. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

"LAMBERT"

Subscribed and sworn to before me in my
office on this 18th day of September
2014, a Notary Public in and for the
County of Butte, State of Idaho

(Signature)

Notary Public

Marilyn Mowrey Lambert
Marilyn Mowrey Lambert

My Commission expires 9-16-2020



"JENSENS"

Jay V Jensen
Jay Jensen

DeAnn Jensen
DeAnn Jensen

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IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

April 26, 2022

JENSEN FAMILY CATTLE LLC
3320 W 2800 N
MOORE ID 83255-8718

Re: Change in Ownership for Water Right No(s): 34-7233, 34-14751, 34-14752, 34-14753, 34-14754

Dear Water Right Holder(s):

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

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

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

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

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: BIG LOST RIVER GROUND WATER DISTRICT
WATER DISTRICT 34



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

March 14, 2022

JAY JENSEN
DEANN JENSEN
3320 W 2800 N
MOORE ID 83255

RE: Change in Ownership Water Right No. 34-2386, 34-7233

Dear Sir/Madam:

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

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

**** **Evidence of Ownership/filing fee:** Please provide a copy of the vesting deed for the property and/or water right for the water rights listed above. In your agreement submitted to the department 3(a) it indicates once other necessary contingencies are met a Special Warranty Deed will be executed. Also, according to the agreement there are 2 water right being changed. The fee for an ownership change is \$25.00 per water right for a water right not resulting in a split and \$100.00 per water right for a split. If the water rights will not be split, please provide an additional \$25.00.

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

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

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

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure(s)

SCANNED

MAR 15 2022