

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
FEB 24 2022
DEPARTMENT OF
WATER RESOURCES
DE

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?
78-128A ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
78-10181A ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
78-10182A ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
78-10183 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Donald J Walker, Barbara Walker
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Anchor LLC. AKA Idaho Anchor LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

1105 East 9th
Mailing address

Weiser
City

ID
State

83672
Zip

(208) 739-8292
Telephone

walkercora@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: 3/28/2012
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] owner 2/22/22
Signature of new owner/claimant Title, if applicable Date

JACK WALKER
Print name

Signature: [Signature] owner 2/22/22
Signature of new owner/claimant Title, if applicable Date

Cora Walker
Print name

Received by KU Date 2.24.22 For IDWR Office Use Only: Receipt No. C112009 Receipt Amt. \$100-

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 _____

**ACTION OF THE MEMBERS OF ANCHOR, LLC
WITHOUT A MEETING
(Operating Agreement ¶3.11)**

Pursuant to section 3.11 of the Operating Agreement of Anchor, LLC the Members of the Company, Donald Walker, Barbara Walker, Judy Endicott and Jack Walker, by signing this memorandum, in counterparts, adopt the following actions.

- Donald J Walker hereby resigns as a Manager of the Company, effective immediately.
- Barbara Walker Hereby Resigns As a Manager of the Company, effective immediately.
- Judy Endicott and Jack Walker are hereby unanimously elected as Managers of the Company to take office immediately. Pursuant to paragraph 4.1.2, upon the death, resignation or removal of either of them, the remaining one shall act as the sole manager.

This action shall become effective upon signature of this memorandum by the last of the Members named above.

Donald J Walker
Date: 03/28/12

Barbara Walker
Date: 03/28/12

Jack Walker
Date: 3-28-12

Judy R. Endicott
Date: 3-28-12

WARRANTY DEED

DONALD J. WALKER and BARBARA WALKER, individually and as Trustees of the DONALD J. AND BARBARA WALKER REVOCABLE TRUST, u/a/d 6-30-1992, Grantors, convey and warrant to ANCHOR, LLC, a limited liability company, Grantee, the real property described hereinafter, free of encumbrances except as specifically set forth herein:

Land in Adams County, State of Idaho described as follows:

In Twp. 18 N., R 1 E., B.M:

Sec 1: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, Lots 1, 2 and 3.

In Twp. 19 N., R 1 E., B.M:

Sec 36: NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

TOGETHER WITH all tenements, hereditaments and appurtenances thereunto belonging to or otherwise appertaining.

The true consideration for this conveyance is \$1.00

DATED this 30th day of December, 2002.

Donald J. Walker

Donald J. Walker, individually and as Trustee

Barbara J. Walker

Barbara Walker, individually and as Trustee

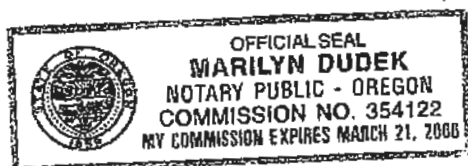
STATE OF OREGON)

:ss.

County of Baker)

Personally appeared the above named Donald J. Walker and Barbara Walker, individually and as Trustees of the DONALD J. AND BARBARA WALKER REVOCABLE TRUST, u/a/d 6-30-1992 and acknowledged the foregoing instrument to be their voluntary act and deed in their capacity and on behalf of said trust. .

BEFORE ME this 30 day of December, 2002..



Marilyn Dudek

Notary Public for Oregon

My Commission expires: 3-21-06

**OPERATING AGREEMENT
OF
ANCHOR, LLC, a.k.a. IDAHO ANCHOR, LLC
An Idaho Limited Liability Company**

This OPERATING AGREEMENT (this "Agreement") is made and entered into effective July 27, 2021 (the "Effective Date"), by and among **ANCHOR, LLC, a.k.a. IDAHO ANCHOR, LLC** (the "Company") and **JACK R. WALKER** and **CORA M. WALKER** (husband and wife) (the "Members").

**SECTION 1.
THE LIMITED LIABILITY COMPANY**

1.1 Formation. The Company was originally formed under the laws of the State of Oregon as **Anchor, LLC**, on or about **December 20, 2002**. By an agreement dated **December 31, 2020**, **Jack R. Walker** became the sole member of **Anchor, LLC**, but has since approved the addition of **Cora M. Walker** as a Member. As of the Effective Date hereof, one or more of the Members caused to be filed on or about **April 14, 2021** a Statement of Domestication and Certificate of Organization in the office of the Secretary of State of the State of Idaho domesticating **Anchor, LLC** in Idaho under the name **Idaho Anchor, LLC**, which was done for administrative purposes only (the name "**Anchor, LLC**" was not available in the State of Idaho). The business of the Company shall now be conducted on the terms and conditions set forth in this Agreement and pursuant to Idaho Code, Title 30, Chapter 25 (hereafter referred to as the "LLC Act"). The rights and obligations of the parties are as provided in the LLC Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name **Anchor, LLC**.

1.3 Purpose. The purpose of the Company is to engage in the ownership, management, and leasing of real property (the "Business") and to engage in all activities incidental to that Business.

1.4 Office. The Company maintains its principal business office at **1105 E. 9th St., Weiser, ID 83672**.

1.5 Registered Agent. **Conley Walker** (the Members' son), will be the Company's initial registered agent in Idaho and the registered office will be at **748 Island Rd., Weiser, ID 83672**.

1.6 Term. The term of the Company commenced on the Effective Date and will continue until terminated as provided in this Agreement, or as otherwise provided by law.

1.7 Names and Addresses of Members. The Members' names and addresses are:

Jack R. Walker
1105 E. 9th St.
Weiser, ID 83672

Cora M. Walker
1105 E. 9th St.
Weiser, ID 83672

1.8 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company without the prior written consent of all of the Members.

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SECTION 2. CAPITAL CONTRIBUTIONS

2.1 Capital Contributions. The Members have contributed to the Company the assets (subject to the liabilities) described in Appendix A to this Agreement.

2.2 Additional Capital Contributions. Additional capital contributions may be made only on the prior consent of all Members and in such amounts and proportions as the Members mutually agree.

2.3 Membership Percentages. Each Member's percentage interest in the Company (the "Membership Percentage") is as follows:

Jack R. Walker	50%
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Cora M. Walker	50%
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*The members, being husband and wife, have *initially* elected to be treated as a disregarded entity.

2.4 No Interest on Capital Contributions. The Members will not be entitled to interest or other compensation for their capital contributions except as expressly provided in this Agreement.

SECTION 3. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Allocations of Income and Loss. All items of income, gain, loss, deduction, and credit will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

3.2 Distributions. No distribution may be made to any Member if, after giving effect to the distribution, in the judgment of the Members either (a) the Company would not be able to pay its debts as they become due in the ordinary course of business or (b) the fair value of the total assets of the Company would not at least equal its total liabilities. Subject to the foregoing limitation, the Company will make distributions, including draws, to Members at such times and in such amounts as the Members unanimously agree. All distributions will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

SECTION 4. POWERS AND DUTIES OF MEMBERS

4.1 Management of Company Business. The Company is a member-managed limited liability company. The management and control of the Company and its business and affairs are vested exclusively in the Members. The Company does not have "managers," as that term is used in the LLC Act. The Members, or any of them individually, have all the rights and powers that may be possessed by a member in a member-managed limited liability company pursuant to the LLC Act and those rights and powers that are otherwise conferred by law or are necessary, advisable, or convenient to the discharge of the Members' duties under this Agreement and to the management of the Business and affairs of the Company. Without limiting the generality of the foregoing, and subject to the limitations set forth in

Section 4.2 of this Agreement, the Members, or any of them individually, have the following rights and powers (which they may exercise at the cost, expense, and risk of the Company):

- (a) To expend the funds of the Company in furtherance of the Company's Business;
- (b) To perform all acts necessary to manage and operate the Business, including engaging such persons as the Members deem advisable to manage the Business;
- (c) To execute, deliver, and perform on behalf of and in the name of the Company any and all agreements and documents deemed necessary or desirable by the Members to carry out the Business, including any lease, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in the interest of the Company in any of its assets, or any part thereof, whether held in the Company's name, the name of a Member, or otherwise. No other signature or signatures are required; and
- (d) To borrow or raise money on behalf of the Company in the Company's name or in the name of the Members for the benefit of the Company and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment thereof by mortgage, security agreement, pledge, or conveyance or assignment in trust of the whole or any part of the assets of the Company, including contract rights.

4.2 Limitation on Authority of Individual Member. Notwithstanding any other provision of this Agreement or the LLC Act, no Member is authorized to take any of the following actions without the prior express approval or consent of all the Members:

- (a) Amend the Company's Articles of Organization or this Agreement;
- (b) Sell or otherwise dispose of any assets owned by the Company other than in the ordinary course of business;
- (c) Dissolve the Company;
- (d) Merge the Company with another entity or convert the Company into a different type of entity; or
- (e) Admit a new Member.

4.3 Duties of the Members. The Members will manage and control the Company's business and affairs to the best of their ability and will use their best efforts to carry out the Business. The Members will devote such time to the business and affairs of the Company as is reasonable, necessary, or appropriate. Whenever reasonably requested by any Member, the Members will render a full and complete accounting of all dealings and transactions relating to the Business. Each Member will have a fiduciary responsibility for the safekeeping and use of all funds and assets of the Company, whether or not in his or her immediate possession or control, and the Members may not employ or permit another person to use those funds or assets in any manner except for the exclusive benefit of the Company.

4.4 Limitation on Liability of Members. Subject to the restrictions in Section 4.6, no Member will have any liability to the Company or to the other Member for any loss suffered by the Company or the other Member that arises out of any action or inaction of the Member as long as the Member's conduct was in good faith and the Member reasonably believed that the conduct was in the best interests of the Company.

4.5 Indemnification of Members. Each Member will be indemnified by the Company against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against the Company or against the Member in connection with the Company, as long as the Member's conduct was in good faith and the Member reasonably believed that the conduct was in the best interests of the Company. The satisfaction of any indemnification and any saving harmless will be out of,

and limited to, Company assets, and no Member will have any personal liability on account of such indemnification.

4.6 Restrictions. No Member will be relieved of liability pursuant to Section 4.4 or be entitled to indemnification pursuant to Section 4.5 for:

- (a) Any breach of the Member's duty of loyalty to the Company;
- (b) Any act or omission not in good faith that involves intentional misconduct or a knowing violation of law;
- (c) Any unlawful distribution to the Members in violation of the LLC Act; or
- (d) Any transaction from which the Member derives an improper personal benefit.

4.7 Loans. Any Member may, but will not be obligated to, make loans to the Company to cover the Company's cash requirements, and those loans will bear interest at a reasonable rate, mutually determined by the Members.

4.8 Dealing with the Company. Any Member may deal with the Company by providing or receiving property and services to or from the Company and may receive from others or the Company normal profits, compensation, commissions, or other income incident to those dealings, but the Member must first obtain written consent from the other Members for those dealings.

4.9 Liability of the Members for Company Obligation. Except to the limited extent provided in the LLC Act, no Member will have any personal liability for any Company obligation, expense, or liability. The Members will not, without the consent of all Members, be required to make any capital contribution beyond their mutually agreed on capital contributions as expressly described in Section 2.1.

SECTION 5. COMPENSATION AND REIMBURSEMENT OF EXPENSES

5.1 Organization Expenses. The Company will pay all expenses incurred in connection with organization of the Company.

5.2 Other Company Expenses. The Members may charge the Company for their actual out-of-pocket expenses incurred in connection with the Company's Business. Any amounts paid by a Member to satisfy obligations of the Company will be treated as loans to the Company under Section 4.8.

5.3 Compensation. The Company may pay the Members reasonable compensation (as the Members mutually determine in good faith) for services actually performed in operating the Business.

SECTION 6. BOOKS OF ACCOUNT; ACCOUNTING REPORTS; TAX RETURNS; FISCAL YEAR; BANKING

6.1 Books of Account. The Company's books and records, a register showing the names of the Members and the respective interests held by each of them, and this Agreement will be maintained at the principal office of the Company. The Members will have access to those books and records at all reasonable times. The Members will keep and maintain books and records of the operations of the Company that are appropriate and adequate for the Company's Business and for carrying out this Agreement.

6.2 Accounting Reports. The Members will be furnished with copies of internally prepared financial statements of the Company.

6.3 Tax Returns. The Members will cause all federal and state income tax returns for the Company to be prepared and timely filed with the appropriate authorities as necessary. As soon as practicable after the end of each taxable year, each Member will be furnished with a statement that may be used by the Member in preparing the Member's income tax returns, showing the amounts of any distributions, gains, profits, losses, or credits allocated to or against the Member during the fiscal year.

6.4 Partnership Representative. For all periods during which the Company is treated as a partnership for United States federal tax purposes, the Members will designate a "Partnership Representative" pursuant to IRC § 6223(a).

- (a) If any state or local tax law provides for a tax-matters partner, partnership representative, or person having similar rights, powers, authority, or obligations, the Partnership Representative will also serve in such capacity. The Partnership Representative is authorized to represent the Company before the Internal Revenue Service and any other governmental agency with jurisdiction, and to sign such consents and to enter into settlements and other agreements with such agencies as the Partnership Representative deems necessary or advisable.
- (b) The Partnership Representative will make all decisions regarding permitted elections under the Internal Revenue Code with respect to tax proceedings and the assessment of taxes by any taxing authority. The Partnership Representative will keep the Members reasonably informed of all proposed audits, examinations, or other administrative and judicial proceedings involving the Company, as well as keep the Members informed as to the status of any such audit, examination, or other administrative or judicial proceeding.
- (c) The Company will, to the fullest extent permitted by law, reimburse and indemnify the Partnership Representative for all expenses, (including legal and accounting fees), claims, liabilities, losses, and damages incurred as the Partnership Representative in connection with any examination, administrative or judicial proceeding, or otherwise; provided, however, that such indemnification from liability will not apply to any liability for loss caused by any act or omission that arises out of the fraud, gross negligence, willful misconduct, or intentional violation of applicable law by the Partnership Representative.
- (d) The provisions of this section 6.4 will survive the termination or dissolution of the Company or the termination of any Member's interest in the Company, any transfer of a Member's interest in the Company, or withdrawal as a Member and will remain binding on the Member.

6.5 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

6.6 Banking. All funds of the Company must be deposited in a separate bank account or in an account or accounts of a savings and loan association in the Company's name as the Members determine. Those funds may be withdrawn from the account or accounts on the signature of the person or persons who are designated by the Members.

SECTION 7.

TRANSFER OF MEMBERSHIP INTEREST; VOLUNTARY WITHDRAWAL

7.1 Transfer Prohibited. No Member may assign, pledge, mortgage, sell, or otherwise transfer ("Transfer") any part of his or her interest in the Company, and no Member has any right to

substitute an assignee or any other person in the Member's place, and no assignee or any other person may be admitted to the rights of a Member without the prior written consent of all Members. This consent may be given or withheld in the absolute discretion of the Members. The Members are entering into this Agreement to carry on the Business in mutual reliance on the close personal and familial relationships between the Members and mutually agree that the foregoing restriction on the Members' ability to transfer their interest in the Company is reasonable under the circumstances.

7.2 Permitted Transfers. Notwithstanding section 7.1, any Member may, without further Approval of the Members, Transfer all or any portion of the Member's interest to any "Permitted Transferees" (as defined in this section 7.2). For purposes of this section, a "Permitted Transferee" means any other presently existing Member.

7.3 Death of a Member. Notwithstanding section 7.1, on the death of any Member, the deceased Member's interest may pass by devise, bequest, or intestate succession to the deceased Member's lineal descendants. Any such transfer of a Member's interest shall be to that of a substitute Member, and not merely as an assignee.

7.4 Other Involuntary Transfer. If, as a result of or in connection with the bankruptcy or similar insolvency proceeding against any Member or any proceeding by or on behalf of a creditor of any Member, all or any portion of the membership interest held by the Member would otherwise be involuntarily Transferred to a third party who is not already a Member, the Company will have the option to purchase the membership interest that would otherwise be Transferred to the third party for the price and pursuant to the payment terms described in section 7.7. This option may be exercised by the Company at any time within sixty (60) days after the Company receives actual knowledge of the proposed Transfer. The Company may assign this option to one or more of the other Members. If the Company (or the Member or Members, if any, to whom the Company has assigned the option) does not exercise the option, the membership interest may be retained by the third-party transferee subject to the provisions of section 7.5.

7.5 Effect of Transfer. When a Transfer of a membership interest occurs because neither the Company nor any Member exercised the option described in section 7.4, the transferee will be treated as an assignee of the economic rights entitled to the capital and profits interest represented by the Transfer Interest. However, such transferee will not have voting rights or any other rights of a Member under the LLC Act or this Agreement unless the transferee is admitted to the Company as a substitute Member. The transferee (or transferees) may become a Substituted Member or Members with respect to the Transfer Interest only upon:

- (a) approval of all of the Members as provided in section 7.1; and
- (b) execution of a counterpart of this Agreement, as amended through the date of the Transfer, pursuant to which the transferee (or transferees) agrees to be bound by the terms and conditions of this Agreement including any ancillary documents reasonably requested by the Members.

Whether or not the transferee (or transferees) is admitted as a Substituted Member, the Transfer Interest will remain subject to all the provisions of this Agreement, including any restrictions set forth herein.

7.6 Voluntary Withdrawal. Any Member may withdraw from the Company at any time for any reason, or for no reason, but only on six months' prior written notice to the other Member(s). For purposes of this Agreement, the death of a Member will be treated as a withdrawal by the deceased Member and the six-month notice requirement will not apply (except in the case of a community property

interest among Members). On withdrawal by a Member, the remaining Member(s) will have the right, in his/her/their discretion, to elect to:

- (a) Dissolve the Company as provided in section 8;
- (b) Continue the Company and treat the withdrawing Member or his or her representative as an assignee of the economic rights and benefits of the membership interest of the withdrawing Member, in which case the withdrawing Member will cease to have any voting or other management rights under this Agreement with respect to such membership interest and neither the other Member nor the Company will have any obligation to purchase or redeem the membership interest of or otherwise make any liquidating distribution to the withdrawing Member before the dissolution of the Company; or
- (c) Continue the Company (with or without the admission of another member to retain the status of the Company as a partnership for income tax purposes) and cause the Company to purchase the membership interest of the withdrawing Member or his or her representative for the price and subject to the Transfer Terms described in section 7.7.

7.7 Purchase Price and Payment (the "Transfer Terms").

7.7.1 Purchase Price. On exercise by the Company (or the Member or Members, if any, to whom the Company has assigned the option) of an option pursuant to the foregoing, the purchase price for the membership interest(s) being purchased will be the fair market value of the membership interest(s) (the "Fair Market Value"). The Fair Market Value will be determined by valuing the membership interest owned by the Member based on the fair market value of the Company's assets and the amount the Member would have received had the assets of the Company been sold at that time for an amount equal to such fair market value and the proceeds (after any accounts are adjusted to reflect the profits or losses that would have been recognized by the Company from such a hypothetical sale, and after payment of all Company obligations) were distributed in the manner contemplated in section 8. For this purpose, the determination of the Fair Market Value will not reflect any discount for the sale of a minority interest in the Company or the lack of marketability of the interest. The Fair Market Value of the interest(s) to be purchased will be determined by agreement between the Company and the Member (or the Member's representative), based on the foregoing description of Fair Market Value. If the Company and the Member (or the Member's representative) cannot agree on the Fair Market Value within thirty (30) days, the Fair Market Value will be determined by a third-party appraiser acceptable to both the Company and the Member (or the Member's representative). That appraisal amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the appraiser will be shared by the Company and the Member.

7.7.2 Payment. The purchase price determined under section 7.7.1 will be payable in cash within sixty (60) days of the date of exercise.

SECTION 8. DISSOLUTION AND WINDING UP OF THE COMPANY

8.1 Dissolution. The Company will be dissolved on the occurrence of any of the following events:

- (a) The agreement of all of the Members;
- (b) Upon the death, disability of a Member causing them to be unable to actively participate in the Business, or withdrawal of any one Member, at the election of the remaining, non-withdrawing or non-disabled Members; or
- (c) Otherwise by operation of law.

8.2 Winding Up. On dissolution of the Company, the Members will take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed in the following order:

- (a) To payment and discharge of the expenses of liquidation and of all the Company's debts, including debts and liabilities owed to the Members;
- (b) To the Members to the extent of, and allocated among them pro rata in proportion to, their respective previously unreturned capital contributions; and
- (c) To the Members and allocated among them pro rata in proportion to their respective Membership Percentages.

SECTION 9. MISCELLANEOUS PROVISIONS

9.1 Binding Effect. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns.

9.2 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or may be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

9.3 Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties, which writing shall refer to this Agreement.

9.4 Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "section" or "sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."

9.5 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

9.6 Further Assurances. Each party agrees to execute and deliver such other documents and to do and perform such other acts and things as any other party may reasonably request to carry out the intent and accomplish the purposes of this Agreement.

9.7 Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

9.8 Waiver. Within the confines of applicable law, any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

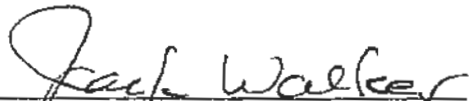
9.9 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Idaho, without regard to conflict-of-laws principles.

9.10 Exhibits. The exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

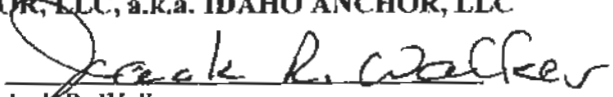
9.11 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way.

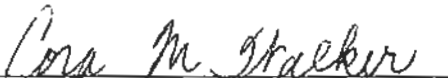
9.12 Entire Agreement. This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

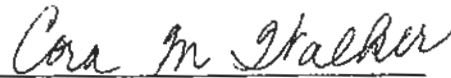
The parties enter into this Agreement as of the date first written above.


Jack R. Walker

ANCHOR, LLC, a.k.a. IDAHO ANCHOR, LLC

By: 
Jack R. Walker
Member


Cora M. Walker

By: 
Cora M. Walker
Member

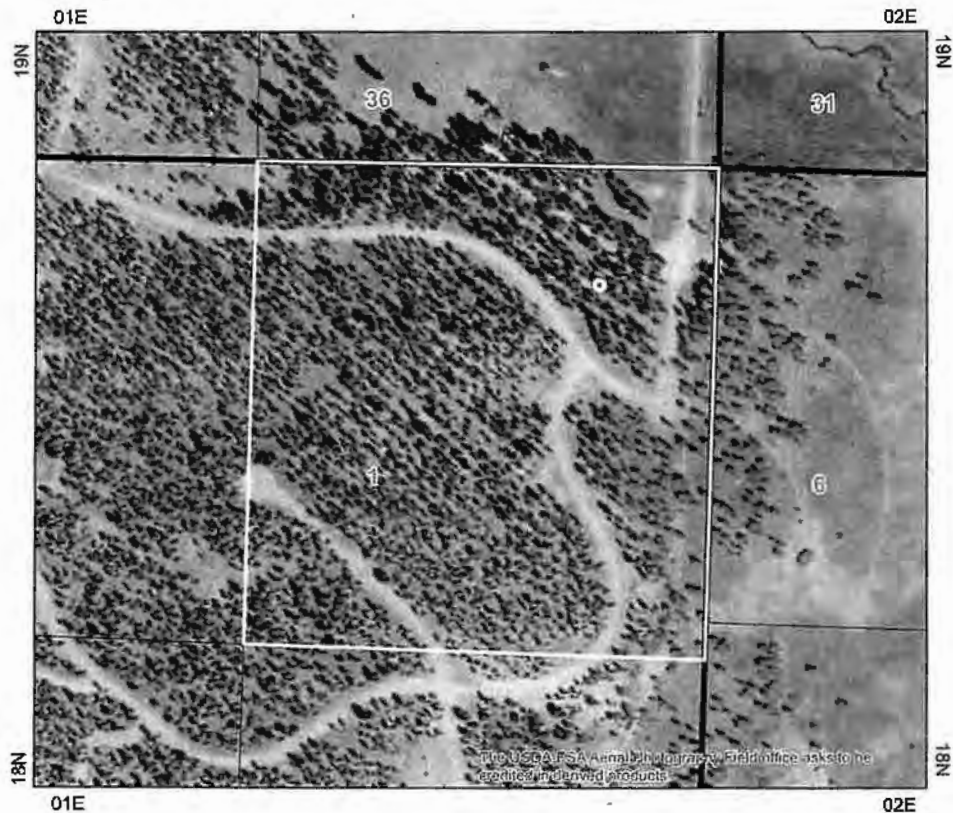
Water Right 78-10183

State of Idaho
Department of Water Resources

**Water Right
78-10183**

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.

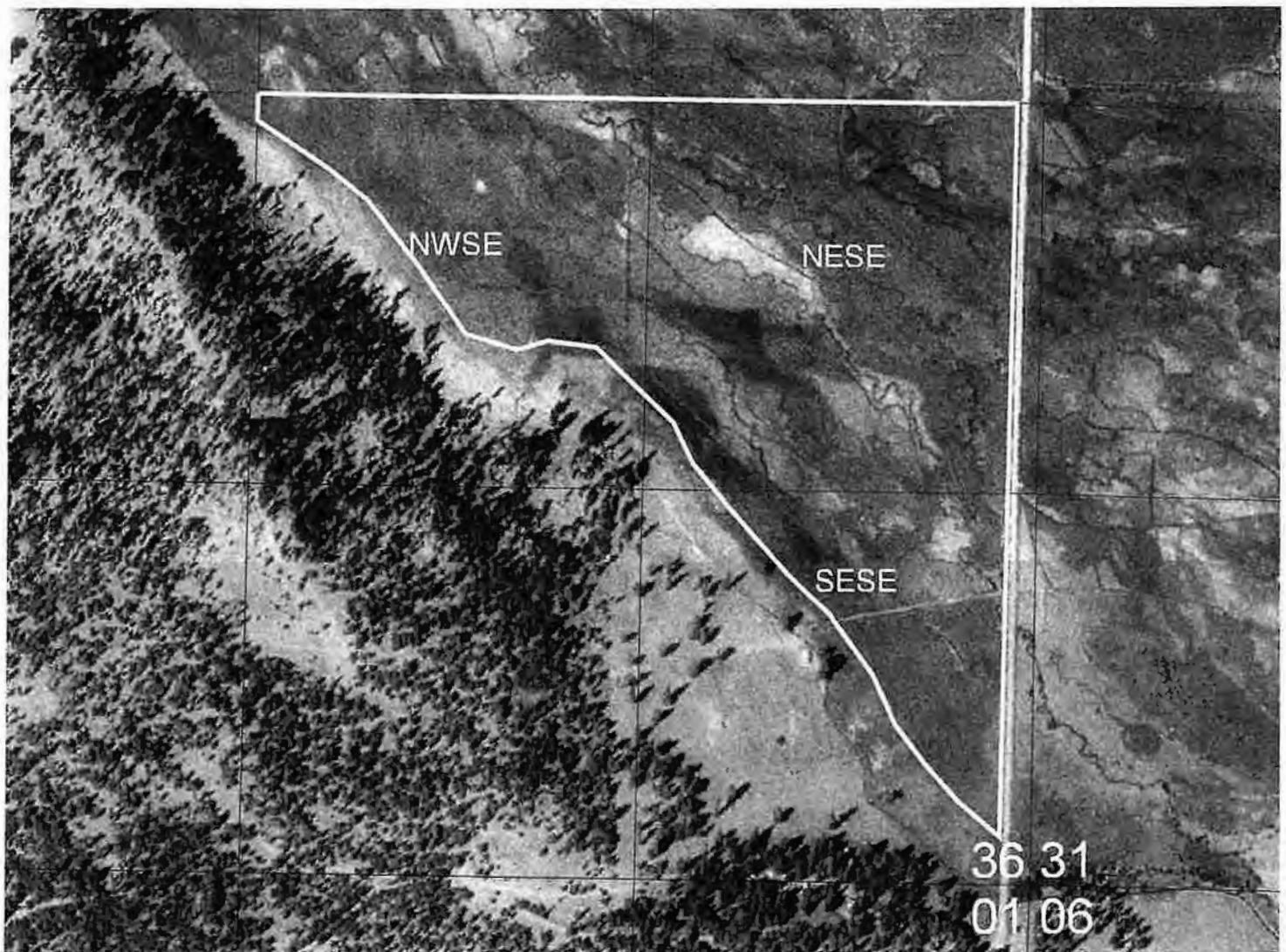


- Point of Diversion
- Place Of Use Boundary
- ▭ Townships
- ▭ PLS Sections
- ▭ Quarter Quarters

0 0.05 0.1 0.2 Miles

Map produced on May 15, 2020

78-128A 78-10181A & 78-10182A



900 0 900 1800 Feet

T19N R01E S36

Map prepared by: Carter Fritschle
Date prepared: 04/20/05
Digital Orthophotoquad - 1992 Photography
Idaho Department of Water Resources





Governor Brad Little

Director Gary Spackman

March 10, 2022

ANCHOR LLC
1105 E 9TH ST
WEISER ID 83672-1477

Re: Change in Ownership for Water Right No(s): 78-10183, 78-10182A, 78-10121A, 78-128A

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)287-4911.

Sincerely,

Sidney Palmer
Technical Records Specialist 1

Enclosure(s)