

# MEMORANDUM

**DATE:** December 24, 2020  
**FROM:** Debbi Judd  
**TO:** File: 95-17044  
**RE:** Request for Extension

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On November 2, 2020, a request for extension was received from Kelli Beckenhauer for permit 95-17044. I called Kelli asking if it was possible to get an assignment from Bighorn Farm, LLC. She said she would try, but they were very difficult to contact.

Pursuant to Water Appropriation Permit Processing Memo 10, I took the following steps after no further response from Kelli.

On December 8, 2020, I called Richard Dahm, managing member of Bighorn Farm, LLC regarding a request for extension submitted by Kelli. He was not in the office and I left a message for him to call me.

On December 16, 2020, I again called Richard and was told he was not in the office and left a message for him to call me.

On December 16, 2020, I sent an email to Richard explaining the request for extension and a request for an assignment of permit. In that same email I asked if he had an objection to Kelli's request for extension. I did not receive a response to that email.

On December 18, 2020, I received a warranty deed and an Agreement for Sale and Purchase and Assignment of Rights and Duties from Kelli via email.

**AGREEMENT FOR SALE AND PURCHASE,  
AND ASSIGNMENT OF RIGHTS AND DUTIES**

This Agreement is entered into by and between Bighorn Farm, LLC, ("Bighorn Farm"), a Washington limited liability company, and Beckenhauer Properties, LLC ("Beckenhauer"), an Idaho limited liability company.

**RECITALS**

Whereas, Bighorn Farm is developer of Bighorn Industrial Park ("the Industrial Park"), an industrial subdivision located in Kootenai County, Idaho; and

Whereas, Bighorn Farm presently owns the majority of the lots located in the Industrial Park; and

Whereas, Bighorn Farm is the holder of two Permits to Appropriate Water ("the Permits") issued by the Idaho Department of Water Resources, and identified as No. 95-17044 and No. 95-17076, to appropriate and distribute water, for the beneficial use of real property located in Kootenai County, Idaho including, but not limited to, the lots located in the Industrial Park; and

Whereas, Bighorn Farm owns a well site, pumps, pump house, switching equipment, pumping facilities, and water distribution system (collectively referred to as "the water system") for the distribution of the water from the point of distribution as set forth in the Permit to lots located in the Industrial Park, and to one or more parcels located outside the Industrial Park; and

Whereas, Bighorn Farm has entered into a Water Distribution System Lease ("the Lease") with Pleasant View Water Association, Inc., ("the Water Association"), a non-profit corporation organized according to the laws of the State of Idaho, by which Bighorn Farm has leased to the Water Association the water system; and

Whereas, Bighorn Farm has entered into a Water Service Agreement with Mike Moen ("Moen"), and the Water Association in order to annex Moen's parcel into the Water Association; and

Whereas, Bighorn Farm has entered into a Latecomer Agreement with S & U Properties, LLC, ("S&U") a Washington Limited Liability Company, concerning cost sharing and cost reimbursement for the cost of extending the water system to the lot owned by S&U which is located outside of the Industrial Park, and a Water Service Agreement, dated August 16, 2017; and

Whereas, Beckenhauer is purchasing from Bighorn Farm several lots located in the Industrial Park; and

Whereas, Beckenhauer wishes to obtain from Bighorn Farm, and Bighorn Farm wishes to grant to Beckenhauer, all of Bighorn Farm's rights and duties as developer of the Industrial Park, as set forth in the Declaration of Covenants, Conditions, Restrictions, and Grant of Easements ("the

CCRs"), as recorded at the Office of the Recorder, Kootenai County, Idaho, Instrument No. 2574525000, as set forth in the Plat of Bighorn Industrial Park ("the Plat"), as recorded at the Office of the Recorder, Kootenai County, Idaho, Instrument No. 2574524000 in Book L, at page 120, as from time to time amended; and

Whereas, Beckenhauer wishes to purchase from Bighorn Farm, and Bighorn Farm wishes to sell to Beckenhauer, the water system, the Permits, and all of Bighorn Farm's rights and obligations set forth in the Lease, the Water Service Agreements, the Latecomer Agreement, and Bighorn Farm's status as the Developer of the Industrial Park.

For good and valuable consideration, the receipt of which Bighorn Farm acknowledges, and in consideration of the mutual covenants, terms, and conditions set forth below, the parties agree as follows:

1. Bighorn Farm grants, assigns, and delegates to Beckenhauer, and Beckenhauer accepts from Bighorn Farm, all of Bighorn Farm's rights and duties as set forth in, and which otherwise pertains to, the Permits to Appropriate Water No. 95-17044 and No. 95-17076. Beckenhauer further agrees (a) to indemnify and hold harmless Bighorn Farm, its affiliates and their respective, officers, directors, employees, advisors, and agents (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person and/or entity and or may become subject arising out of or in connection with these Permits to Appropriate Water.
2. Bighorn Farm hereby sells to Beckenhauer, and Beckenhauer purchases from Bighorn Farm, the water system. Beckenhauer acknowledges that it has examined the system, and that the system is, at the time of this Agreement, in good order, repair, and in a safe and clean condition. Bighorn Farm makes no representation or promise, and Beckenhauer acknowledges that it has not received any representation or promise, concerning the condition and/or quality of the water to be obtained at the point of diversion set forth in the Permit.
3. Bighorn Farm grants, assigns, and delegates to Beckenhauer, and Beckenhauer accepts from Bighorn Farm, all of Bighorn Farm's rights and duties as set forth in, and which otherwise pertains to, the Water Distribution System Lease with Pleasant View Water Association, Inc. Beckenhauer further agrees (a) to indemnify and hold harmless Bighorn Farm, its affiliates and their respective, officers, directors, employees, advisors, and agents (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person and/or entity may become subject arising out of or in connection with the Lease.
4. Bighorn Farm grants, assigns, and delegates to Beckenhauer, and Beckenhauer accepts from Bighorn Farm, all of Bighorn Farm's rights and duties as set forth in, and which otherwise pertains to, the Water Service Agreement with Mike Moen. Beckenhauer further agrees (a) to indemnify and hold harmless Bighorn Farm, its affiliates and their

respective, officers, directors, employees, advisors, and agents (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person and/or entity may become subject arising out of or in connection with the Water Service Agreement.

5. Bighorn Farm grants, assigns, and delegates to Beckenhauer, and Beckenhauer accepts from Bighorn Farm, all of Bighorn Farm's rights and duties as set forth in, and which otherwise pertains to, the Latecomer Agreement, and the Water Service Agreement with S & U Properties, LLC. Beckenhauer further agrees (a) to indemnify and hold harmless Bighorn Farm, its affiliates and their respective, officers, directors, employees, advisors, and agents (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person and/or entity may become subject arising out of or in connection with the Latecomer Agreement and the Water Service Agreement.
6. Bighorn Farm grants, assigns, and delegates to Beckenhauer, and Beckenhauer accepts from Bighorn Farm, all of Bighorn Farm's rights and duties as the Developer, as set forth in, and which otherwise pertains to, the CCRs and the Plat. Beckenhauer further agrees (a) to indemnify and hold harmless Bighorn Farm, its affiliates and their respective, officers, directors, employees, advisors, and agents (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person and/or entity may become subject arising out of or in connection with the CCRs and the Plat. Bighorn Farm and Beckenhauer agree to execute and record with the Office of the Recorder, Kootenai County, Idaho, all documents which are necessary or required, to identify Beckenhauer as the Developer.
7. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.
8. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. Jurisdiction and venue in any action to interpret or enforce any provisions of this Agreement shall lie in Kootenai County, Idaho. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision herein shall be instituted in the District Court of the First Judicial District of the State of Idaho, Kootenai County, Idaho.

In witness whereof, the parties execute this document on the date first written above.

For Bighorn Farm, LLC

*Richard T. Dahm*

By: Richard T. Dahm

Title: ~~Assistant~~ Manager

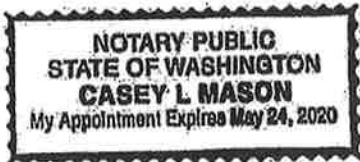
STATE OF WASHINGTON

ss.

County of Spokane

On August 18<sup>th</sup>, 20 17, before me, Casey L. Mason, a Notary Public for the State of Washington, personally appeared Richard T. Dahm, known or identified to me to be the Manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



*Casey L. Mason*  
Notary Public  
Commission expires:

For Beckenhauer Properties, LLC



By: RYAN C. BECKENHAUER  
Title: MANAGER

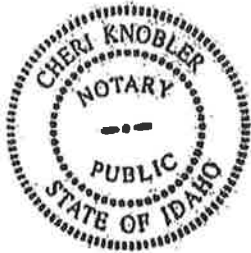
STATE OF IDAHO

ss.

County of Kootenai

On August 18, 2017, before me, Cheri Knobler, a Notary Public for the State of Idaho, personally appeared Ryan C. Beckenhauer, known or identified to me to be the manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



Cheri Knobler  
Notary Public  
Commission expires: 10/6/18

ACCOMMODATION RECORDING  
Pioneer Title Company has  
not examined this document,  
and assumes no liability as  
to its validity and its effects  
upon the title.

WHEN RECORDED RETURN TO:

Beckenhauer Properties, LLC  
7688 N. Valley St  
Dalton Gardens, ID 83815

### WARRANTY DEED

For Value Received Bighorn Farm, LLC, a Washington limited liability company hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto Beckenhauer Properties, LLC, an Idaho Limited Liability Company hereinafter referred to as Grantee, whose current address is 7688 N. Valley St. Dalton Gardens, ID 83815

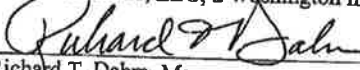
The following described premises, to-wit:

**Tract A Bighorn Industrial Park, according to the Plat thereof filed in Book "L" of Plats page(s) 120, records of Kootenai County, Idaho.**

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: December 27<sup>th</sup>, 2017

Bighorn Farm, LLC, a Washington limited liability company  
By: Meridian Land, LLC, a Washington limited liability company, Manager

By:   
Richard T. Dahm, Manager

By: Premium Holdings, LLC, a Washington limited liability company, Manager

By:   
George Lawrence III, Manager

STATE OF WASHINGTON )  
 )s.s.  
COUNTY OF SPOKANE )

On this 27<sup>th</sup> day of December in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard T. Dahm, Manager of Meridian Land, LLC, a Washington State limited liability company, known or identified to me to be the Manager of Bighorn Farm, LLC, a Washington State limited liability company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

Sonja M Lewis  
Residing at Spokane  
Commission Expires: May 28, 2018



STATE OF WASHINGTON )  
 )s.s.  
COUNTY OF SPOKANE )

On this 27<sup>th</sup> day of February in the year of 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared George Lawrence III, Manager of Premium Holdings, LLC, a Washington State limited liability company, known or identified to me to be the Manager of Bighorn Farm, LLC, a Washington State limited liability company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

Casey L Mason  
Residing at Spokane  
Commission Expires: 5-24-2020

