

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED  
MAR 25 2020  
Department of Water Resources  
Eastern Region

## 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 #6 of the instructions.

Permit-  
JC Approved

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
29-14187 OK	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
29-13764 Ok	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
29-13530 Ok	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
29-13528 ok	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: Barry Williams and Valorie Williams  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Jason Williams  
New owner(s) as listed on the conveyance document      Name connector ☐ and ☐ or ☐ and/or
- |                       |                              |           |              |
|-----------------------|------------------------------|-----------|--------------|
| <u>1266 Lusk Loop</u> | <u>Arbon</u>                 | <u>ID</u> | <u>83212</u> |
| Mailing address       | City                         | State     | ZIP          |
| <u>208-242-7700</u>   | <u>jason@arbonvalley.com</u> |           |              |
| 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: 03/23/2020
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):  
     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 # 29-13528

8. Signature: [Signature]      Title, if applicable: \_\_\_\_\_      Date: 3-23-2020  
 Signature of new owner/claimant
- Signature: \_\_\_\_\_      Title, if applicable: \_\_\_\_\_      Date: \_\_\_\_\_  
 Signature of new owner/claimant

**For IDWR Office Use Only:**

Received by JB      Date 3/26/20      Receipt No. E045772      Receipt Amt. \$225.-  
 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 JC/IB      Processed by JC/IB      Date 4/1/20

**RECORDING REQUESTED BY**

First American Title Company

**AND WHEN RECORDED MAIL TO:**

First American Title Company  
2240 E. Center  
Pocatello, ID 83201

**Instrument # 195174**

POWER COUNTY, IDAHO

11-26-2008 12:56:00 pm No. of Pages: 3

Recorded for: FIRST AMERICAN TITLE - POCATELLO OI

CHRISTINE STEINLICH Fee: \$9.00

Ex-Officio Recorder Deputy: Deanna I Curry

Electronically Recorded by Simplifile

#3

Space Above This Line for Recorder's Use Only

**WARRANTY DEED**

File No.: **272174-P (nf)**

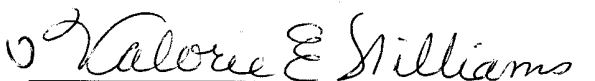
Date: **October 24, 2008**


For Value Received, **Barry T. Williams and Valorie E. Williams, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Jason T. Williams and Dejanet D. Williams, husband and wife**, hereinafter called the Grantee, whose current address is ~~1269 Pine Creek~~ **Barry and Arbon, ID 83212**, the following described premises, situated in **Power County, Idaho**, to-wit:

**Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

  
Valorie E Williams


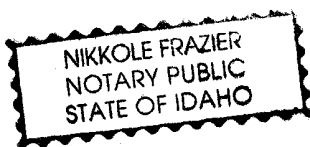
  
Barry T Williams

)

SS.

)

On this **25th day of November, 2008**, before me, a Notary Public in and for said State, personally appeared **Barry T Williams and Valorie E Williams**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Notary Public for the State of Idaho

Residing at: Chubbuck, ID

My Commission Expires: 09/26/2014

## **EXHIBIT A**

### **PARCEL 3**

**SECTION 12, TOWNSHIP 11 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, POWER COUNTY,  
IDAHO: S2 NE4; NW4 NE4; SE4**

### **PARCEL 4**

**SECTION 13, TOWNSHIP 11 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, POWER COUNTY,  
IDAHO: NE4; E2 SE4**

### **PARCEL 5**

**SECTION 13, TOWNSHIP 11 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, POWER COUNTY,  
IDAHO: W2 SE4**

### **PARCEL 6**

**SECTION 24, TOWNSHIP 11 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, POWER COUNTY,  
IDAHO: E2 E2**

### **PARCEL 7**

**SECTION 24, TOWNSHIP 11 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, POWER COUNTY,  
IDAHO: W2 NE4**

## **WATER PURCHASE CONTRACT**

This Water Purchase Contract ("Contract") for the sale and purchase of water was entered into on this 23rd day of March, 2020, to be effective to the fullest extent permissible under applicable law as of March 23, 2020 (the "Effective Date"), by and among Barry Williams and Valorie Williams, residing in Idaho (hereinafter referred to as "Seller"), and Jason Williams, a person residing in Idaho (hereinafter referred to as "Buyer"). Buyer and Seller are referred to from time to time in this Agreement individually as a "Party," and collectively as the "Parties."

### **WITNESSETH:**

**WHEREAS**, Seller has the right to sell water from an existing water well on land operated by the buyer

**WHEREAS**, the Buyer desires to purchase water from Seller for the purpose of irrigating agricultural crops, and

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements hereinafter contained, Seller and Buyer agree as follows:

### **1. WATER PURCHASE.**

A. Buyer shall purchase from the Seller and pay the Seller the purchase price for the water right numbers 29-14187, 29-13764, 29-13530, and 29-13528

### **2. DELIVERY POINT(S).**

A. Buyer agrees to pay for all costs incurred in the preparation, maintenance and operation of any Delivery Point(s) including but not limited to the installation of necessary meters, meter pits, vaults, boxes, pipes, valves, backflow protection, pump stations, or other needed improvements, and other costs related to the furnishing, maintaining and operation of such Delivery Point(s), including any governmental charges, permit fees, and costs incurred in connection therewith.

### **3. ASSIGNMENT.**

A. Any successor to either party, whether as a result of legal process, assignment or otherwise, shall succeed to the rights of the respective parties hereto.

B. Each Party hereby agrees that Buyer may, at any time following the Effective Date, assign all of its rights and obligations under this Agreement to a wholly-owned subsidiary of Buyer. Buyer hereby agrees that it will, promptly following any such assignment of rights and obligations, provide written notice of same to Seller.

#### **4. JURISDICTION, FORUM AND VENUE.**

To the fullest extent permitted by law, all claims and questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the conflicts, of the State of Idaho and its application is expressly agreed to by the Parties pursuant to 25 CFR 162.014(c)(2). Further, any suit involving any dispute or matter arising under this Agreement may only be brought in any Idaho State Court having jurisdiction over the subject matter of the dispute or matter. All Parties hereby specifically waive any and all sovereign immunity or tribal exhaustion of remedies regarding the subject matter and enforceability of this Agreement against the respective parties hereto and others, including without limitation, lenders, vendors, managers, members, contractors, attorneys, agents, and representatives; and expressly consent to the exercise of personal jurisdiction by any such Idaho court with respect to any such proceeding.

#### **5. ATTORNEYS' FEES, COSTS AND EXPENSES.**

In the event of any and all disputes, claims or causes of action arising out of this Agreement, including but not limited to litigation involving the interpretation, application, performance, enforcement or remedy for breach of this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees, costs and other expenses reasonably incurred in connection therewith, including without limitation expert witness and other witness fees, travel expenses, hotel, lodging and the like.

#### **6. OTHER PROVISIONS.**

A. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. In addition, in the event that any provision of this Agreement (or any portion thereof) is determined by a court of competent jurisdiction to be unenforceable as drafted by virtue of the scope, extent or character of any obligation contained herein, the parties acknowledge that it is their intention that such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

B. This Agreement sets forth the entire understanding between the parties. There are no terms, conditions, representations, warranties or covenants other than those contained herein.

C. This Agreement may only be amended in a writing executed by both Parties.

D. No persons or entities are third party beneficiaries of this Agreement.

E. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## **7. NOTICES.**

All notices, requests, consents, claims, demands, waivers and other communications hereunder will be in writing and will be deemed to have been given and received: (A) when delivered by hand (with written confirmation of receipt); (B) when received by the addressee if sent by a nationally recognized overnight courier (return receipt requested); or (C) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid; or (D) via electronic mail (email). Such communications must be sent to the respective parties at the following addresses .

If Buyer to:

If to Seller to:

Jason Williams

Barry or Valorie Williams

1266 Lusk Loop

1277 Lusk Loop

Arbon, ID 83212

Arbon, ID 83212

jason@arbonvalley.com jtcattle@gmail.com

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the Effective Date.

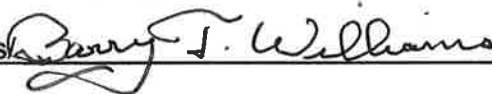
**Buyer:**

By: /s/  \_\_\_\_\_

Name: Jason Williams

**Seller:**

By: Barry Williams

By: /s/  \_\_\_\_\_

Name: Barry Williams

By: Valorie Williams

By: /s/  \_\_\_\_\_

Name: Valorie Williams



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](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

April 01, 2020

JASON T WILLIAMS  
1266 LUSK LOOP  
ARBON ID 83212-5004

Re: Change in Ownership for Water Right No(s): 29-14187, 29-13528, 29-13530, 29-13764

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: Water District 29O