

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

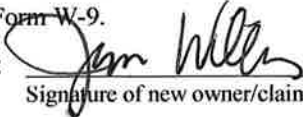
RECEIVED
MAR 25 2020
Department of Water Resources
Eastern Region

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.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
29-2565	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: Jacob Andersen Farm LLC
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: 03/20/2020
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):
 - ☐ \$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.

8. 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 _____ Processed by _____ Date _____

WATER PURCHASE CONTRACT

This Water Purchase Contract ("Contract") for the sale and purchase of water was entered into on this 18th day of March, 2020, to be effective to the fullest extent permissible under applicable law as of March 18, 2020 (the "Effective Date"), by and among Jacob Andersen Farm, LLC, an Idaho partnership (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 number 29-2565.

2. PRICE AND PAYMENT.

A. Buyer shall pay to Seller as follows: a one-time payment of \$7,000.

3. 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.

4. 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.

5. RESTRICTIONS.

A. Water right number 29-2565 will have a restriction placed on its record to disallow the ability to make a water call or make any protest on the following water rights, regardless of priority date: 29-13708, 29-2470, 29-4349, 29-10190, 29-14242, 29-14248.

6. 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 Oklahoma court with respect to any such proceeding.

7. 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.

8. 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.

9. 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

Jacob Andersen Farm, LLC

1266 Lusk Loop

2650 Coronado Cir

Arbon ID 83212

Idaho Falls, ID 83404

jason@arbonvalley.com

ajandersen@gmail.com

[Signature Page Follows]

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

Buyer:

By: /s/  3/20/2020

Name: Jason Williams

Seller:

By: Jacob Andersen Farm, LLC

Its: Sole Manager

By: /s/  3/20/2020

Name: A Jacob Andersen

Title: Owner



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

March 31, 2020

JASON T WILLIAMS
1266 LUSK LOOP
ARBON ID 83212-5004

Re: Change in Ownership for Water Right No(s): 29-2565

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