

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 15 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?
29-2566 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
29-2612 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
29-12904 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Lynn W Kendell
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): JTK LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 3351 Eagle Rock Rd American Falls ID 83211
Mailing address City State ZIP
- 208-221-0796 diamondktom@gmail.com
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: 4/17/19
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: *[Signature]* *[Signature]* 11/12/19
Signature of new owner/claimant Title, if applicable Date

Signature: *[Signature]* *[Signature]* 11/12/19
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by *[Signature]* Date 1/15/2020 Receipt No. E045562 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 *[Signature]* Processed by *[Signature]* Date 2/7/2020

SUPPORT DATA

IN FILE # 29-2566

\$75.- for this app

Instrument # 214223

POWER COUNTY, IDAHO
05-20-2019 03:07:04 PM No. of Pages: 5
Recorded for: ALLIANCE TITLE - POCAHELLO OFF
SHARIE SPRAGUE Fee: \$15.00
Ex-Officio Recorder Deputy: Flor Cardona
Electronically Recorded by SingTime

WARRANTY DEED

Alliance Title & Escrow Corp. Order No. 428093

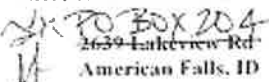
FOR VALUE RECEIVED

Lynn Kendell and Tamara Kendell, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

JTK LLC

whose current address is


2639 Lakeview Rd.
American Falls, ID 83211

the grantees), the following described premises, in Power County, Idaho, TO WIT

Tax No. 1, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.

Beginning at a point 75 feet South of the Southwest corner of Lot 4, Section 11 Township 8 South of Range 30 East, Boise Meridian, Power County, Idaho;
Thence running West 1484 feet to intersect with South bank of the Snake River in Lot 1 Section 10;
Thence North 59°28' East along the South bank of the Snake River 1722 feet to intersect East line of Lot 1;
Thence South along said line 875 feet to the PLACE OF BEGINNING.

Tax No. 2, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.

BEGINNING at a point 75 feet South of the Southwest corner of Lot 4, Section 11, Township 8 South of Range 30, East, Boise Meridian, Power County, Idaho;
Thence West 1484 feet to the East bank of the Snake River in Lot 1, Section 10;
Thence South 37°04' West along the East bank of the Snake River 383 feet;
Thence East 1715 feet to the East line of Lot 1;
Thence North 306 feet to the PLACE OF BEGINNING.

Tax No. 3, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.

BEGINNING at a point on the East line of Lot 1, Section 10, Township 8 South of Range 30 East, Boise Meridian, Power County, Idaho;
653 feet South of the Southwest corner of Lot 4, Section 11;

Thence West 1917 feet to the East bank of the Snake River;
Thence North $36^{\circ}38'$ East along the East bank 339 feet;
Thence East 1715 feet to the East line of Lot 1, Section 10;
Thence South 272 feet to the PLACE OF BEGINNING.

Tax No. 4, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.
BEGINNING at the Southeast corner of Section 10, Township 8 South of Range 30 East, Boise Meridian, Power County, Idaho;
Thence running North 660 feet;
Thence West 1900 feet to the East line of the Snake River;
Thence South $59^{\circ}73'$ East 622 feet along East line of the Snake River to the South line of Section 10;
Thence East 1865 feet to the PLACE OF BEGINNING.

Tax No. 6, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.
BEGINNING at a point 20 feet North of the Southeast corner of Lot 4, Section 11, Township 8 South of Range 30 East, Boise Meridian, Power County, Idaho;
Thence running West parallel to the South line 440 feet;
Thence North 1074 feet, to the South line of the Snake River;
Thence North $71^{\circ}37'$ East along the South line of River 464 feet to the East line of Lot 4.
Thence North $75^{\circ}54'$ East 657 feet;
Thence South 1400 feet to the South line of Lot 3;
Thence West 637 feet;
Thence North 20 feet to the PLACE OF BEGINNING.

Tax No. 35, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.
BEGINNING at a point 20 feet West of the Southeast corner of Lot 4, Section 11, Township 8 South of Range 30 East, Boise Meridian, Power County, Idaho;
Thence South 646 feet;
Thence West 1304 feet to the West line of Section 11;
Thence North along said line 646 feet;
Thence East 1304 feet to the PLACE OF BEGINNING.

Tax No. 36, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.
BEGINNING at the Southwest corner of Lot 4, Section 11, Township 8 South of Range 30, East, Boise Meridian, Power County, Idaho;
Thence running East along the South line of Lot 4, 884 feet;
Thence North 1094 feet to the South bank of the Snake River;
Thence South $71^{\circ}37'$ West along said River 932 feet to the West line of Lot 4;
Thence South 800 feet to the PLACE OF BEGINNING.

Tax No. 7, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.
BEGINNING at a point 748 feet West of the Southeast corner of Lot 3, Section 11, Township 8 South of Range 30 East, Boise Meridian, Power County, Idaho;
Thence running North $1^{\circ}41'$ West 1500 feet;
to the South bank of the Snake River;
Thence North $73^{\circ}50'$ East 787 feet to intersect with the East line of Lot 3;
Thence South 1100 feet;
Thence South $46^{\circ}15'$ East 388 feet to the South line of Lot 3;
Thence West 1340 feet to the PLACE OF BEGINNING.

Tax No. 66, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.
BEGINNING at a point 28 feet North 364.6 feet West of the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 11.
Thence North 646 feet;

Thence West 955.4 feet;
Thence South 646 feet;
Thence East 955.4 feet to the POINT OF BEGINNING.

Tax No. 11, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.

BEGINNING at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 11, Township 8 South of Range 30 East, Boise Meridian, Power County, Idaho;

Thence running South 30 rods;
Thence West 43 rods 6 1/2 feet;
Thence Northwest 26 rods;
Thence West 15 rods 8 feet;
Thence South 4 rods 13 feet;
Thence West 20 rods 3 feet;
Thence South 21 rods 3 feet;
Thence West 56 rods;
Thence North 77 rods;
Thence East 16 rods;
Thence North 3 rods;
Thence East 113 rods to the PLACE OF BEGINNING.

Excepting Therefrom:

Part of the Southwest Quarter of the Southeast Quarter of Section 11 Township 8 South, Range 30 East, Boise Meridian, Power County, Idaho, described as:

COMMENCING at the Southeast corner of said Section 11 marked by an aluminum cap;
Thence North 89°45'47" West 1455.62 feet along the Section line to the POINT OF BEGINNING;
Thence North 89°45'47" West 214.14 feet along the Section line;
Thence North 03°25'26" West 306.27 feet along a fence line to an iron rod with plastic cap marked PLS 5360;
Thence South 39°58'13" East 240.08 feet to an iron rod with plastic cap marked PLS 5360;
Thence South 01°25'53" West 306.58 feet to the POINT OF BEGINNING.

Tax No. 12, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.

BEGINNING at the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 11, Township 8 South of Range 30 East, Boise Meridian, Power County, Idaho;

Thence running East 42 rods;
Thence South 5 rods;
Thence West 13 rods;
Thence South 77 rods;
Thence West 24 rods;
Thence North 80 rods to the PLACE OF BEGINNING.

Tax No. 13, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.

BEGINNING at the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 11;

Thence North 12 rods;
Thence East 10 rods;
Thence South 12 rods;
Thence West 10 rods to the POINT OF BEGINNING.

Tax No. 17, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.

BEGINNING at a point 103 rods 10 feet West of the Northeast corner of Section 14, Township 8 South of Range 30 East of the Boise Meridian;
Thence running South 20 rods 8 1/2 feet;
Thence West 18 rods 12 1/2 feet;
Thence North 20 rods 8 1/2 feet;
Thence East 18 rods 12 1/2 feet to the PLACE OF BEGINNING.

Tax No. 18, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.

BEGINNING at a point 83 rods 1 1/2 feet West of the Northeast corner of Section 14, Township 8 South of Range 30 East of the Boise Meridian;
Thence running West 22 rods 12 feet;
Thence South 20 rods;
Thence East 22 rods 12 feet;
Thence North 20 rods to the PLACE OF BEGINNING.

Excepting Therefrom:

BEGINNING at a point 83 rods 12 feet West of the Northeast corner of Section 14, Township 8 South, Range 30 East, Boise Meridian the TRUE POINT OF BEGINNING;
Thence West 105 feet;
Thence South 20 rods;
Thence East 105 feet;
Thence North 20 rods to the PLACE OF BEGINNING.

Tax No. 14, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.

BEGINNING at the Northeast corner of Section 15, Township 8 South of Range 30 East, Boise Meridian, Power County, Idaho;
Thence running South 660 feet;
Thence West 1830 feet to intersect left bank of the Snake River;
Thence North 5°37' West along left bank 662 feet to the North line of Section 15;
Thence East along said line 1865 feet to the PLACE OF BEGINNING.

Tax No. 81, All that portion of the Northwest Quarter of the Northwest Quarter, Section 14, Township 8 South, Range 30 East, Boise Meridian, Power County, Idaho.

Excepting from said tract the following described tract of land, to-wit:

BEGINNING at the Southwest corner of the said Northwest Quarter of the Northwest Quarter, Section 14; running:
Thence East 495.0 feet;
Thence North 440.0 feet;
Thence West 495.0 feet;
Thence South 440 feet to the POINT OF BEGINNING.

Also:

The East Half of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 11, Township 8 South, Range 30 East of the Boise Meridian, located in Power County, State of Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantee does hereby covenant to and with the said Grantee(s), that (s)he (s)he are the owner(s) in fee simple of said premises; that they are free from all encumbrances except Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated

May 16, 2019

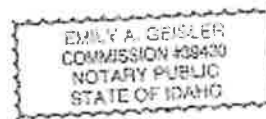
Lynn Kendell
Lynn Kendell

Tamara Kendell
Tamara Kendell

State of IDAHO } ss
County of BANNOCK }

On this 16 day of MAY, 2019, before me, EMILY A. GEISLER, a Notary Public in and for said state, personally appeared LYNN KENDALL and TAMARA KENDALL, 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 same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Emily A. Geisler
EMILY A. GEISLER
Notary Public for the State of IDAHO
Residing at Pocatello
Commission Expires 01/29/2021



Instrument # 214048

POWER COUNTY, IDAHO

4-10-2019 04:23:04 PM No. of Pages: 4

Recorded for : RYAN PETTERSON

SHAREE SPRAGUE

Ex-Officio Recorder Deputy

Fee: 15.00

QUITCLAIM DEED

FOR VALUE RECEIVED, **Kevin and Traci Johns**, husband and wife, (hereinafter referred to as "grantor," whether one or more), does hereby convey, release, remise and forever quitclaim unto **Lynn and Tamara Kendell**, husband and wife, (hereinafter referred to as "grantee," whether one or more), whose address is 3690 Summit Drive, Pocatello, Idaho, the following described premises, to-wit:

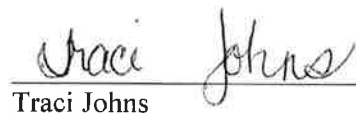
See Exhibit "A"

Together with the appurtenances.

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

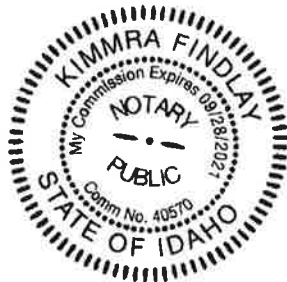
Date 04-08, 2019

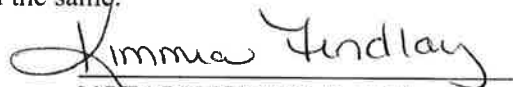

Kevin Johns


Traci Johns

STATE OF IDAHO)
Bingham) ss.
County of Idaho)

On this 08 day of April, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Kevin Johns and Traci Johns, known to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.





NOTARY PUBLIC for Idaho

Residing at: Berdeen

My Commission Expires: 04-28-2021

QUITCLAIM DEED

Exhibit A

Tax No. 1, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho, beginning at a point 75 feet South of the Southwest corner of Lot 4, Section 11, Township 8 South of Range 30, E.B.M.; thence running West 1484 feet to intersect with South bank of the Snake River in Lot 1, Section 10; thence North 59°28' East along the South bank of the Snake River 1722 feet to intersect East line of Lot 1; thence South along said line 875 feet to The Place of Beginning.

Tax No. 2, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho. Beginning at a point 75 feet South of the Southwest corner of Lot 4, Section 11, Township 8 South of Range 30, E.B.M.; thence West 1484 feet to the East bank of the Snake River in Lot 1, Section 10; thence South 37°04' West along the East bank of the Snake River 383 feet; thence East 1715 feet to the East line of Lot 1; thence North 306 feet to the Place of Beginning.

Tax No. 3, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho. Beginning at a point on the East line of Lot 1, Section 10, Township 8 South of Range 30 E.B.M.; 653 feet South of the Southwest corner of Lot 4, Section 11; thence West 1917 feet to the East bank of the Snake River; thence North 36°38' East along the East Bank 339 feet; thence East 1715 feet to the East line of Lot 1, Section 10, thence South 272 feet to the Place of Beginning.

Tax No. 4, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho. Beginning at the Southeast corner of Section 10, Township 8 South of Range 30 E.B.M.; thence running North 660 feet; thence West 1900 feet to the East line of the Snake river; thence South 5°73' East 622 feet along East line of the Snake River to the South line of Section 10; thence East 1865 feet to the Place of Beginning.

Tax No. 6, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho. Beginning at a point 20 feet North of the Southeast corner of Lot 4, Section 11, Township 8 South of Range 30 E.B.M.; thence running West parallel to the South line 440 feet; thence North 1074 feet, to the South line of the Snake River; thence North 71°37' East along the South line of River 464 feet to the East line of Lot 4, thence North 75°54' East 657 feet; thence South 1400 feet to the South line of Lot 3; thence West 637 feet; thence North 20 feet to the Place of Beginning.

Tax No. 35, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho. Beginning at a point 20 feet West of the Southeast corner of Lot 4, Section 11, Township 8 South of Range 30 E.B.M.; thence South 646 feet; thence West 1304 feet to the West line of Section 11; thence North along said line 646 feet; thence East 1304 feet to the Place of Beginning.

Tax No. 36, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho. Beginning at the Southwest corner of Lot 4, Section 11, Township 8 South of Range 30, E.B.M., thence running East along the South line of Lot 4, 884 feet; thence North 1094 feet to the South bank of the Snake River; thence South 71°37' West along said River 932 feet to the West line of Lot 4; thence South 800 feet to the Place of Beginning.

Tax No. 7, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.
Beginning at a point 748 feet West of the Southeast corner of Lot 3, Section 11, Township 8 South of Range 30 E.B.M., thence running North 1°41' West 1500 feet;
to the South bank of the Snake River;
thence North 73°50' East 787 feet to intersect with the East line of Lot 3;
thence South 1100 feet; thence South 46°15' East 888 feet to the South line of Lot 3;
thence West 1340 feet to the Place of Beginning.

Tax No. 66, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.
Beginning at a point 28 feet North 364.6 feet West of the Southeast corner of the SW¼SW¼ of Section 11, thence North 646 feet; thence West 955.4 feet;
thence South 646 feet; thence East 955.4 feet to the Point of Beginning.

Tax No. 11, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.
Beginning at the Northeast corner of the Southwest quarter of the Southeast quarter of Section 11, Township 8 South of Range 30 E.B.M., thence running South 80 rods;
thence West 43 rods 6½ feet; thence Northwest 26 rods;
thence West 15 rods 8 feet; thence South 4 rods 13 feet;
thence West 20 rods 3 feet; thence South 21 rods 3 feet;
thence West 56 rods; thence North 77 rods; thence East 16 rods;
thence North 3 rods; thence East 118 rods to the Place of Beginning.

Tax No. 12, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.
Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter of Section 11, Township 8 South of Range 30 E.B.M., thence running East 42 rods;
thence South 3 rods; thence West 18 rods; thence South 77 rods;
thence West 24 rods; thence North 80 rods to the Place of Beginning.

Tax No. 78, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.
Beginning at the Southwest corner of the SE¼SE¼ of Section 11;
thence North 12 rods; thence East 10 rods; thence South 12 rods;
thence West 10 rods to the Point of Beginning.

Tax No. 17, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.
Beginning at a point 103 rods 10 feet West of the Northeast corner of Section 14, Township 8 South of Range 30 East of the Boise Meridian;
thence running South 20 rods 8½ feet; thence West 18 rods 12½ feet;
thence North 20 rods 8½ feet; thence East 18 rods 12½ feet to the Place of Beginning.

Tax No. 18, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.
Beginning at a point 83 rods 1½ feet West of the Northeast corner of Section 14, Township 8 South of Range 30 East of the Boise Meridian;
thence running West 22 rods 12 feet; thence South 20 rods; thence East 22 rods 12 feet; thence North 20 rods to the Place of Beginning.

Tax No. 14, Township 8 South, Range 30 East of the Boise Meridian, Power County, Idaho.
Beginning at the Northeast corner of Section 15, Township 8 South of Range 30 E.B.M.,
thence running South 660 feet; thence West 1830 feet to intersect left bank of the Snake River;
thence North 5°37' West along left bank 662 feet to the North line of Section 15;
thence East along said line 1865 feet to the Place of Beginning.

Also:

Tax No. 81, All that portion of the NW¼NW¼, Section 14, Township 8 South, Range 30 E.B.M., Power County, Idaho.

Excepting from said tract the following described tract of land, to-wit:
Beginning at the Southwest corner of the said NW¼NW¼, Section 14;
running thence East 495.0 feet; thence North 440.0 feet; thence West 495.0 feet;
thence South 440 feet to the Point of Beginning.

Also:

The East one-half of the Southeast quarter of the Southwest quarter of the Southwest quarter (E½SE¼SW¼SW¼) of Section 11, Township 8 South, Range 30 East of the Boise Meridian, located in Power County, State of Idaho.

IRRIGATION EASEMENT

THIS easement made and entered into this 27 day of March, 2019, by Ryan Petersen, Grantor, and Lynn and Tamara Kendell, Grantee (whether one or more).

RECITALS

WHEREAS, Grantor owns certain real property located in Power County, Idaho, more specifically described in Exhibit A attached hereto and incorporated herein.

WHEREAS, Grantor has agreed to grant and convey Grantee, its successors and assigns, an easement over, on, under, upon and across the portion of the property described and depicted on Exhibit B attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the Grantor hereby covenants and agrees as follows:

1. Grant of Easement. FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants unto Grantee its successors and assigns, a perpetual easement and right-of-way on, over, under, across, and five feet on each side of the property, surrounding an existing irrigation well and mainline, more properly described within Exhibit B, incorporated by reference herein, for the purpose of operation, maintenance, repair and replacement of an agricultural irrigations system. The easement includes the right of ingress and egress over Grantor's property.

2. Recitals. The recitals set forth above are hereby incorporated by this reference.

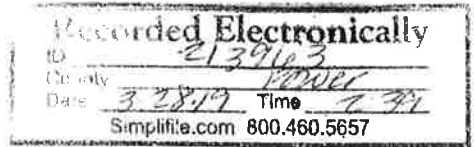
3. Binding Effect. The rights and responsibilities set forth in this Agreement shall inure to and bind the parties hereto, their heirs, representatives, successors, and assigns and also constitute covenants running with the land.

4. Headings. The headings in this Agreement are intended for convenience only and shall not be used to vary or interpret the intent of the text.

5. Recording. Grantor shall, at its expense, record this Easement Agreement in the records of Power County, Idaho, and shall provide Grantee with conformed copies of the recorded instruments, as well as executed originals of all documents.

6. Water Rights. Nothing in this agreement shall modify existing water rights. Grantor recognizes that Grantee retains all water rights for the existing well herein described.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 27 day of March, 2019.



IRRIGATION EASEMENT

THIS easement made and entered into this 27 day of March, 2019, by Ryan Petersen, Grantor, and Lynn and Tamara Kendell, Grantee (whether one or more).

RECITALS

WHEREAS, Grantor owns certain real property located in Power County, Idaho, more specifically described in Exhibit A attached hereto and incorporated herein.

WHEREAS, Grantor has agreed to grant and convey Grantee, its successors and assigns, an easement over, on, under, upon and across the portion of the property described and depicted on Exhibit B attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the Grantor hereby covenants and agrees as follows:

1. Grant of Easement. FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants unto Grantee its successors and assigns, a perpetual easement and right-of-way on, over, under, across, and five feet on each side of the property, surrounding an existing irrigation well and mainline, more properly described within Exhibit B, incorporated by reference herein, for the purpose of operation, maintenance, repair and replacement of an agricultural irrigations system. The easement includes the right of ingress and egress over Grantor's property.

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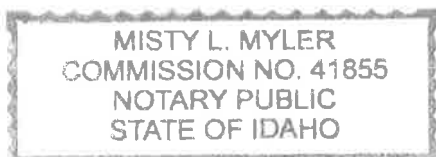
Ryan Petersen

STATE OF IDAHO)
 :SS
County of Bonneville)

On this 28th day of March, 2019, before me, the undersigned Notary Public, in and for said State, personally appeared Ryan Petersen, known or identified to me, to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

* Clair



NOTARY PUBLIC - STATE OF IDAHO
Commission Expires: 3-25-2022
Blackfoot, ID

Exhibit A

Part of the SW1/4SE1/4 Section 11, Township 8 South, Range 30 East, B.M., Power County, Idaho described as:

Commencing at the Southeast corner of said Section 11 marked by an Aluminum Cap; thence N 89° 45' 47" W 1455.62 feet along the section line to the Point of Beginning; thence N 89° 45' 47" W 214.14 feet along the section line; thence N 03° 25' 26" W 306.27 feet along a fence line to an Iron Rod with Plastic Cap marked PLS 5360; thence S 89° 58' 13" E 240.08 feet to an Iron Rod with Plastic Cap marked PLS 5360; thence S 01° 25' 53" W 306.58 feet to the Point of Beginning.

Parcel contains 1.60 acres more or less and is subject to a County roadway easement along the South side.

Exhibit B

PUMP

Part of the SW1/4SE1/4 Section 11, Township 8 South, Range 30 East, B.M., Power County, Idaho described as:

Commencing at the Southeast corner of said Section 11; thence West 1480 feet along the section line to the Point of Beginning; Thence North 60 feet; Thence West 40 feet; Thence South 60 feet; Thence East 40 feet to the point of beginning.

MAINLINE

Part of the SW1/4SE1/4 Section 11, Township 8 South, Range 30 East, B.M., Power County, Idaho described as:

Commencing at the Southeast corner of said Section 11; thence West 1500 feet along the section line; thence North 35 feet to the edge of the County Road right of way to the Point of Beginning; Thence West 194.26 feet along the county road right of way to the edge of the property line.

Shared Well Agreement

It is agreed by the parties that each of said parties shall be and is hereby granted an undivided one-half interest in and to the use of the domestic water well and the associated domestic water system on the land who's description is found in Exhibit A, attached hereto and incorporated by reference herein.

The following property owners are the "parties" and have the right of usage of this water source:

Ryan Petersen, owner of the land in Exhibit A, and

Lynn and Tamara Kendell, Husband and Wife, owners of various parcels in Sections 11 and 14, Township 8 South, Range 30 East, B.M., Power County, Idaho adjacent to the property described in Exhibit A

Each party shall be entitled to receive a supply of water for one residential dwelling and shall be furnished a reasonable supply of potable and healthful water for domestic purposes.

Only properties located in Sections 11 and 14, Township 8 South, Range 30 East, B.M., Power County, Idaho shall be entitled to water under this agreement.

COST OF MAINTENANCE OF WATER SYSTEM

Each party hereto covenants and agrees that they shall share the maintenance and operational costs of the well equally. The party that pays the expense for a joint liability shall be responsible for billing the other party. Reimbursement must be paid within 30 days. The billing party shall have the right to charge a \$20/month fee and 10%/annum interest for unpaid bills. The billing party shall be entitled to all costs related to collection of reimbursement of the fees.

WATER CONSERVATION GUIDELINES

Each party hereto agrees that they shall encourage conservation of water so as to ensure that both parties can freely enjoy their rights under this contract.

EASEMENT OF WELL SITE AND PUMP HOUSE

There shall be an easement for the purpose of maintaining or repairing the well and appurtenances thereto, within 30 feet of the well site in any direction. Said easement shall allow the installation of well house, pumps, water storage reservoirs, pressure tanks, and anything necessary to the operation of the water system.

WELL ACCESS EASEMENTS

Ryan Petersen grants Lynn and Tamara Kendell an easement for accessing the well site for inspecting, maintaining, and repairing the well and accessory structures and components. Said easement shall be fifteen (15) feet in width and shall follow the water line easement.



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Ryan Petersen grants Lynn and Tamara Kendell an easement for accessing the well site for inspecting, maintaining, and repairing the well and accessory structures and components. Said easement shall be fifteen (15) feet in width and shall follow the water line easement.

WATER LINE EASEMENTS

Ryan Petersen grants Lynn and Tamara Kendell an easement for the use and purpose of conveying water from the well to their properties. Said easement shall be fifteen (15) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site as is currently being used. Ryan Petersen, at his expense, may reroute the waterlines as he sees fit around the property so long as water is continued to be delivered to Lynn and Tamara Kendell.

MAINTENANCE AND REPAIR OF PIPELINES

All pipelines in the water system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Cost of repairing or maintaining common distribution pipelines shall be born equally by both parties. Each party in this agreement shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the common water distribution piping to their own particular dwelling and property. Water pipelines shall not be installed within 10 feet of a septic tank or the sewage disposal drainfield lines.

PROVISIONS FOR CONTINUATION OF WATER SERVICE

The parties agree to maintain a continuous flow of water from the well and water system, herein described. In the event that the quality or quantity of water from the well becomes unsatisfactory, the parties shall take steps to mitigate these problems or develop a new source of water.

RESTRICTION ON FURNISHING WATER TO ADDITIONAL PARTIES

It is further agreed by the parties hereto that they shall not furnish water from the well and water system herein above described to any other persons, properties or dwelling without prior consent of both properties. However, each party has the right to expand the well to pump an increased amount of water unilaterally. If a party increases the well capacity, that party will be entitled to the increased water amount and deliver the increase as that party sees fit. Both parties recognize there is a contract to provide water to a neighbor. The parties agree to honor this contract.

HEIRS, SUCCESSORS AND ASSIGNS

These covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof.

ENFORCEMENT OF AGREEMENT ON NON-CONFORMING PARTIES AND PROPERTIES

The parties herein agree to establish the right to make reasonable regulations for the operation of the system, such as the termination of service if bills are not paid within forty-five days of the due date, additional charges for disconnection, reconnection, etc

Signed this 28 day of March 2019


Ryan Petersen

STATE OF IDAHO)
:SS
County of Bonneville)

On this 28th day of March, 2019, before me, the undersigned Notary Public, in and for said State, personally appeared Ryan*Petersen, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

* Clare


NOTARY PUBLIC - STATE OF IDAHO
Commission Expires: 3.25.2022
Blackfoot, ID



Lynn Petersen

Tamara Kendell

STATE OF IDAHO)
:SS
County of _____)

On this _____ day of _____, 2019, before me, the undersigned Notary Public, in and for said State, personally appeared Lynn and Tamara Kendell, known or identified to me, to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

NOTARY PUBLIC - STATE OF IDAHO
Commission Expires: _____

The parties herein agree to establish the right to make reasonable regulations for the operation of the system, such as the termination of service if bills are not paid within forty-five days of the due date, additional charges for disconnection, reconnection, etc

Signed this _____ day of _____, 2019

Ryan Petersen

STATE OF IDAHO)
:SS
County of _____)

On this _____ day of _____, 2019, before me, the undersigned Notary Public, in and for said State, personally appeared Ryan Petersen, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

NOTARY PUBLIC – STATE OF IDAHO
Commission Expires: _____

Lynn Kendell

Lynn Kendell

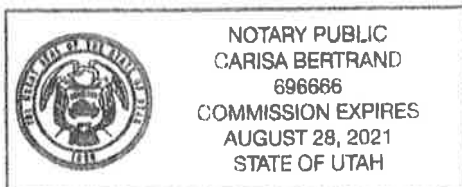
Tamara Kendell

Tamara Kendell

STATE OF ^{Utah} IDAHO)
:SS
County of Washington

On this 27th day of March, 2019, before me, the undersigned Notary Public, in and for said State, personally appeared Lynn and Tamara Kendell, known or identified to me, to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.



Carisa Bertrand
NOTARY PUBLIC – STATE OF ~~IDAHO~~ ^{Utah}
Commission Expires: 08/28/2021

Exhibit A

Part of the SW1/4SE1/4 Section 11, Township 8 South, Range 30 East, B.M., Power County, Idaho described as:

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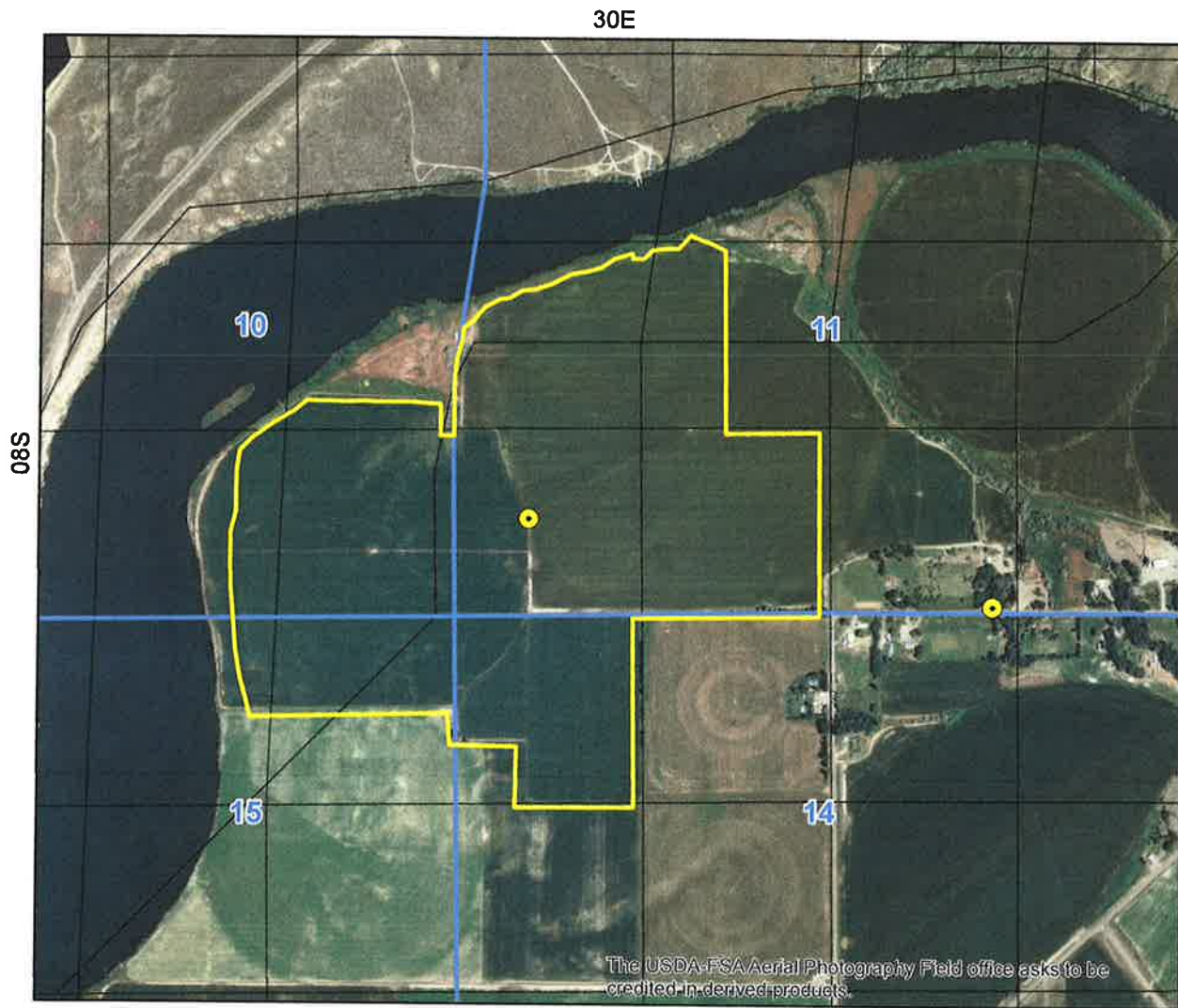
Each party shall be entitled to receive a supply of water for one residential dwelling and shall be furnished a reasonable supply of potable and healthful water for domestic purposes.

State of Idaho
Department of Water Resources

Water Right 29-2612

IRRIGATION

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 0.15 0.3 0.6 Miles

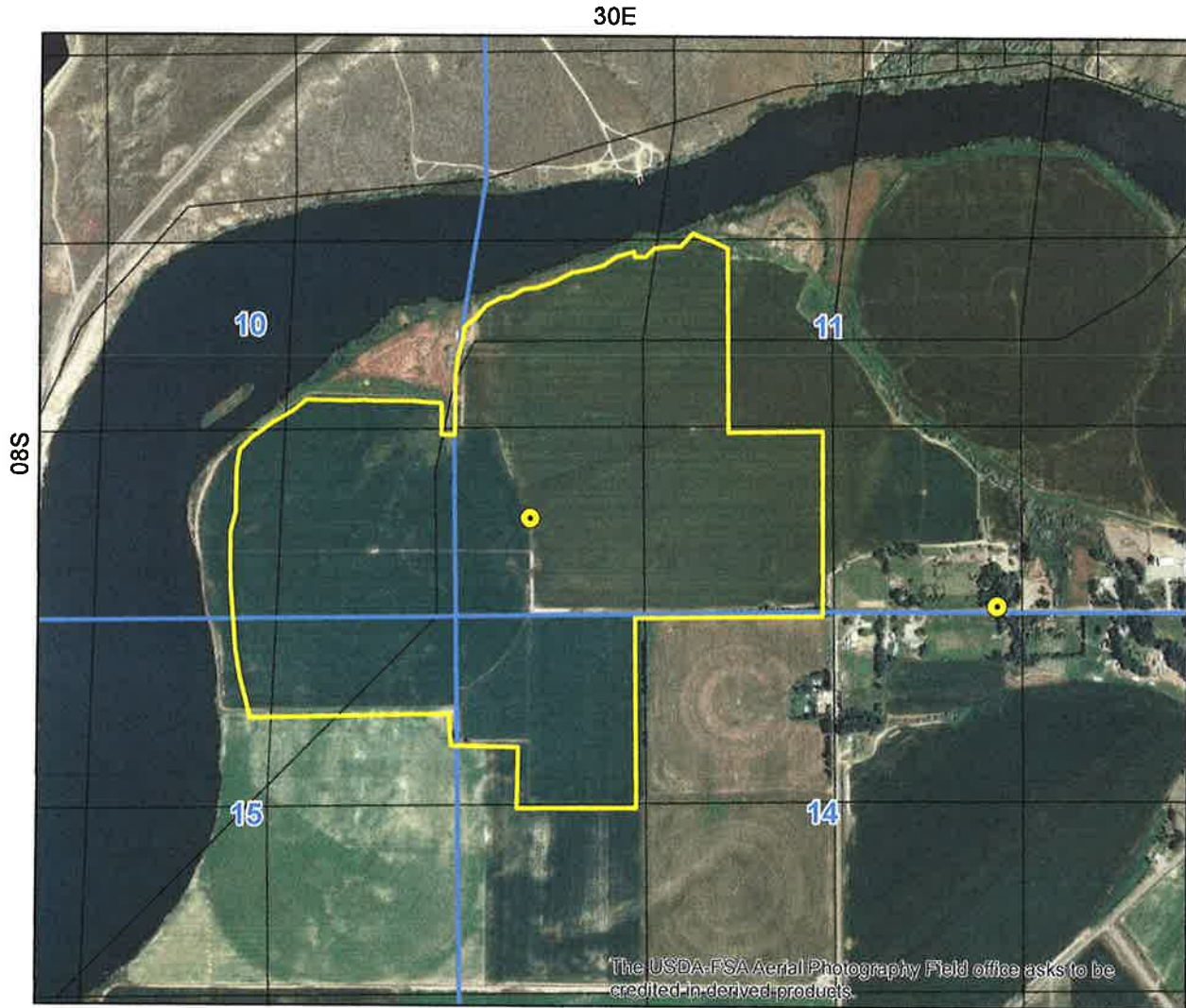


State of Idaho
Department of Water Resources

Water Right
29-2566

IRRIGATION

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 0.15 0.3 0.6 Miles



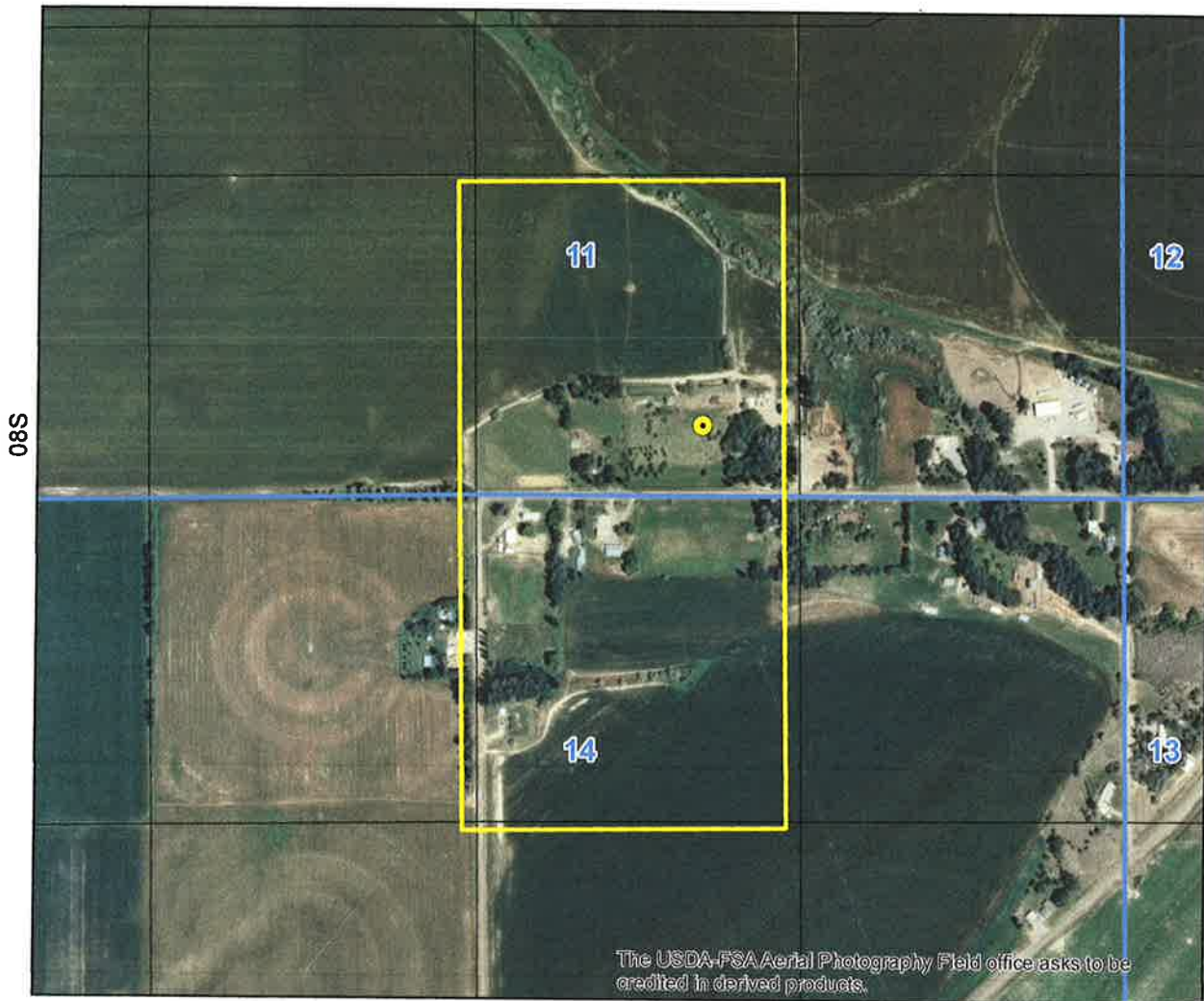
State of Idaho
Department of Water Resources

Water Right
29-12904

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.

30E



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

0 0.075 0.15 0.3 Miles





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

February 07, 2020

JTK LLC
3351 EAGLE ROCK RD
AMERICAN FLS ID 83211-5527

Re: Change in Ownership for Water Right No(s): 29-2566, 29-2612 and 29-12904

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 120
Aberdeen American Falls Ground Water District

MEMORANDUM

DATE: February 7, 2020

FROM: Jonie Barg

RE: Change of Ownership 29-2566, 29-2612 and 29-12904

Ownership Change received January 15, 2020 for water rights 29-2566, 29-2612 and 29-12904

Current owner of record: Lynn and Tamara Kendall, Kevin and Tracy Johns

Requested recorded documents January 16, 2020 via email.

Documents received Warranty Deed Instrument No 214223 Lynn Kendall and Tamara Kendall to JTK LLC.

Found we were missing a release from 2 of the previously deeded owners so I send a request via email to the Title Co for a copy of that document.

I received the Quit Claim Deed Instrument No 214048 from Kevin and Traci Johns to Lynn and Tamara Kendall.

Along with the deed I received an Irrigation Easement and Shared Well Agreement, the agreements are between Ryan Peterson and Lynn and Tamara Kendall Instrument No 213963 (Irrigation Easement) and Instrument No 213964 (Shared Well Agreement)

Additional Review Information:

There were also some issues when working on verifying the property so I wanted to add some notes. There is a map attached. According the Deed received JTK purchased all the property associated with these water rights, however there is a 5 acre parcel that is indicated to be owned by the BOR according to the Power County Parcel Viewer.

2/7/2020 Review map

JTK LLC

Exceptions

JTK/BOR

according to legal description on Inst. # 214223 [redacted] parcel was deeded to JTK, however the county website parcel viewer shows BOR.



1/16/2020

Scale: 1 inch= 1500 feet

File: JTK LLC.ndp

Tract 1: 15.8866 Acres, Closure: n00.3550e 75.16 ft. (1/55), Perimeter=4156 ft.
 Tract 2: 11.2291 Acres, Closure: s20.5223w 0.42 ft. (1/9291), Perimeter=3888 ft.
 Tract 3: 11.3404 Acres, Closure: s82.2003w 0.28 ft. (1/15097), Perimeter=4243 ft.
 Tract 4: 27.6450 Acres, Closure: s25.2700w 44.71 ft. (1/113), Perimeter=5047 ft.
 Tract 5: 30.9268 Acres, Closure: s70.2742w 2.62 ft. (1/1793), Perimeter=4694 ft.
 Tract 6: 19.3385 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=3900 ft.
 Tract 7: 19.2229 Acres, Closure: s80.3709e 0.44 ft. (1/8357), Perimeter=3710 ft.
 Tract 8: 31.4469 Acres, Closure: s71.3608w 13.99 ft. (1/401), Perimeter=5615 ft.
 Tract 9: 14.1687 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=3203 ft.
 Tract 10: 61.5836 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7937 ft.
 Tract 11: 1.5959 Acres (69516 Sq. Feet), Closure: s89.5853e 0.01 ft. (1/137552), Perimeter=1067 ft.
 Tract 12: 12.1701 Acres, Closure: s00.0000w 16.50 ft. (1/243), Perimeter=4010 ft.
 Tract 13: 0.7500 Acres (32670 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=726 ft.
 Tract 14: 2.4051 Acres (104766 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1296 ft.
 Tract 15: 2.8409 Acres (123750 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1410 ft.
 Tract 16: 0.7833 Acres (34119 Sq. Feet), Closure: s00.0000e 10.00 ft. (1/86), Perimeter=860 ft.
 Tract 17: 27.9690 Acres, Closure: n87.4406e 29.81 ft. (1/168), Perimeter=5017 ft.
 Tract 18: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
 Tract 19: 5.0000 Acres (217800 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1870 ft.
 Tract 20: 5.0000 Acres (217800 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1980 ft.
 Tract 21: 5.0000 Acres (217800 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1980 ft.