

RECEIVED ✓

FEB 05 2019

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT OF WATER RESOURCES
SOUTHERN 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?
36-19D	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: RAY McCLURE

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): BRENT STEVENS Snake River Farming Co., LLC

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

P.O. Box 176

Mailing address

Hagerman

City

ID

State

83332

ZIP

208-837-4815

Telephone

yore dan@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: August 1, 2005

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: Brent Stevens

Signature of new owner/claimant

Owner

Title, if applicable

2.5.19

Date

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by AI Date 2/5/19Receipt No. S037143Receipt Amt. \$25Active 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 BWDate 4-17-2019

Order No. 55789

G050285

WARRANTY DEED

FOR VALUE RECEIVED

BEVERLY J. CHRISTOFFERSEN, an unmarried woman

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

SNAKE RIVER FARMING COMPANY, an Idaho limited liability company

GRANTEE(s) whose address is: 11100 Santa Monica Blvd., 10th Floor, Los Angeles, CA 90025

the following described real property in Gooding County, Idaho, to wit:

SEE ATTACHED EXHIBIT "A"

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD said premises, with their 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 they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: July 21, 2005


BEVERLY J. CHRISTOFFERSEN

State of Idaho }
County of Gooding } ss.

On this 22nd day of July, in the year 2005, before me, the undersigned, personally appeared BEVERLY J. CHRISTOFFERSEN known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.



Notary Public 4.2-2005
Commission Expires:



Instrument # 212428

GOODING, GOODING, IDAHO

2005-08-11 10:02:51 No. of Pages: 2

Recorded for : GOODING TITLE

HELEN EDWARDS

Fee: 6.00

Ex-Officio Recorder Deputy



EXHIBIT "A"

Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho

Section 27: A parcel of land located in the Northwest Quarter of the Southwest Quarter and being a portion of Lots 26, 27, and 37 of BUCKEYE RANCH, Gooding County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the recorder of said County, and more particularly described as follows:

BEGINNING at the Southwest corner of Lot 37;
THENCE East along the South line of said Lot 37, 190 feet to THE TRUE POINT OF BEGINNING;
THENCE East along said South line to the Southeast corner of said Lot 37;
THENCE North to the Northeast corner of said Lot 37;
THENCE in a Northeasterly direction to a point on the North line of Lot 26 of the Buckeye Ranch, 820 feet East of the Northwest corner of Lot 27 of the Buckeye Ranch;
THENCE West along the North line of said Lot 27, 305 feet;
THENCE in a Southwesterly direction to a point 280 feet East of the Southwest corner of said Lot 27;
THENCE in a Southwesterly direction to THE TRUE POINT OF BEGINNING.

TOGETHER WITH right of egress and ingress to the above described real estate on existing private road across Lots 16, 17 and 5 of Buckeye Ranch.



0003402680

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney***ANNUAL REPORT**

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$0.00

*For Office Use Only***-FILED-**

File #: 0003402680

Date Filed: 1/18/2019 5:00:51 PM

Entity Name and Mailing Address:

SNAKE RIVER FARMING COMPANY, L.L.C.

The file number of this entity on the records of the Idaho Secretary of State is: 0000121573

Address

PO BOX 176
HAGERMAN, ID 83332-0176

Entity Details:

Entity Status

Active-Existing

This entity is organized under the laws of:

IDAHO

If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: W36331

The registered agent on record is:

Registered Agent

MARILYN YORE
Registered Agent

Physical Address

616 VALLEY CIRCLE ROAD
HAGERMAN, ID 83332

Mailing Address

Limited Liability Company Managers and Members

Names of managers or members	Title	Address
M BRENT STEVENS	Member	10250 CONSTELLATION BLVD SUITE 2230 LOS ANGELES, CA 90067
W GRANT STEVENS	Member	JEFFERIES & COMPANY 10TH FL 11100 SANTA MONICA BLVD LOS ANGELES, CA 90025
STEVENS FAMILY TRUST	Member	10250 CONSTELATION BLVD SUITE 2230 LOS ANGELES, CA 90067

The annual report must be signed by an authorized signer of the entity.

Marilyn Yore

Sign Here

Signer's Title: registered agent

01/18/2019

Date

B0149-6087 01/18/2019 5:00 PM Received by ID Secretary of State Lawrence Denney

EXHIBIT "A"

Document is being re-recorded to correct date of document.

WARRANTY DEED

#GG-04668

For Value Received

Rayburn B. McClure and Karen J. McClure, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Beverly J. Christoffersen, an unmarried woman

Address: 829-C East 2830 South, Hagerman, ID 83332

Mailing: 396 East Ave B, Wendell, ID 83855

Hereinafter called the Grantee, the following described premises situated in Gooding County, Idaho, to-wit:

See Attached Schedule A

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2003 and subsequent years, taxes are an accruing lien, not yet due or payable.

Assessments of the Buckeye Ditch Co. Irrigation District and the rights and powers of said District as by law provided.

Reservation contained in Map of the Buckeye Ranch recorded August 18, 1910 as Instrument Number 18028, Gooding County records, reserving unto the Morton Realty Company, Limited, its successors, or assigns the right to erect, maintain, operate and repair poles and wires for the conveyance, transmission and distribution of electric current or power for electric light, heat and power.

Terms and conditions as contained in Decree in the case of Buckeye Ranch Company, Limited, a corporation, Plaintiff, vs. Edward Thomson, et al, dated December 1, 1919, recorded December 3, 1919 in Book 3 Page 299, Gooding County records, pertaining to a certain irrigation ditch.

Power Line Easement given by May Gardner, a widow, to Idaho Power Company, a corporation, dated September 2, 1942, recorded September 22, 1942 in Book 5 Page 199 as Instrument Number 25099, Gooding County records, affecting Lot 5 and 8 and Placer Lot 38, Section 34, and W $\frac{1}{2}$ SW $\frac{1}{4}$, Section 27, all in Township 7 South, Range 13, EBM.

Power Line Easement given by Robert Gardner, single, to Idaho Power Company, a corporation, dated May 2, 1961, recorded June 19, 1961 as Instrument Number 1588, Gooding County records, affecting Lots 17, 27 and 37, SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, Township 7 South, Range 13, East Boise Meridian.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 15.0 minor inches of the Buckeye Ditch Company and any licenses with the State of Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: November 14, 2003

Rayburn B. McClure

Karen J. McClure

STATE OF IDAHO

COUNTY OF Gooding ss.

On this 14 day of November, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Rayburn B. McClure and Karen J. McClure, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Notary Public
Residing at: Hagerman, ID
My Commission expires: 10/01/04

Instrument # 203582 Re-recorded
GOODING, GOODING, IDAHO
2003-11-14 01:21:24 No. of Pages: 2
Recorded for: LAND TITLE
HELEN EDWARDS Fee: 6.00
Ex-Officio Recorder Deputy

Instrument # 203448
GOODING, GOODING, IDAHO
2003-11-08 11:28:53 No. of Pages: 2
Recorded for: LAND TITLE
HELEN EDWARDS Fee: 6.00
Ex-Officio Recorder Deputy

SCHEDULE A

Order Number: GG-04668

A portion of Lots 26, 27 and Lot 37 of Buckeye Ranch, Gooding County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the Recorder of said County, and more particularly described as follows:

Beginning at the Southwest corner of Lot 37;

Thence East along the South line of said Lot 37, 190 feet to THE TRUE POINT OF BEGINNING;

Thence East along said South line to the Southeast corner of said Lot 37;

Thence North to the Northeast corner of said Lot 37;

Thence in a Northeasterly direction to a point on the North line of Lot 26 of the Buckeye Ranch, 820 feet East of the Northwest corner of Lot 27 of the Buckeye Ranch;

Thence West along the North line of said Lot 27, 305 feet;

Thence in a Southwesterly direction to a point 280 feet East of the Southwest corner of said Lot 27;

Thence in a Southwesterly direction to THE TRUE POINT OF BEGINNING, all in the Northwest quarter of the Southwest quarter, Section 27, Township 7 South, Range 13, East Boise Meridian.

TOGETHER WITH right of egress and ingress to the above described real estate on existing private road across Lots 16, 17 and 5 of Buckeye Ranch.

(41)

2/01/05

TAX MASTER INQUIRY - GOODING COUNTY

PMPKEY: RP 07S13E275661 A YEAR 2004

BILL# 8493

TXPKY: RP07S13E275661A

BILLED TO: CHRISTOFFERSEN, BEVERLY J

NAME CHRISTOFFERSEN, BEVERLY J

CODE AREA 7-0000 ACCT TYP

BANK COWD FLE OWNER PUP

ADDRESS 396 EAST AVENUE B

MARKET VALUE 76,955

HARDSHIP

HOMEOWNER

WENDELL ID 83355

NET MARKET 76,955

TAX AMOUNT 856.10

LEGAL T 7S R 13E SEC 27

LESS: CIRCUIT

TAX 9 IN LOTS 26, 27 & 37

PLUS: SPECIALS 48.00

BUCKEYE RANCH

NET TAX BILLED 904.10

1 SW

TAX PAYMENTS 452.05

TAX CANCELLED

SPEC CANCELLED

829 C E 2830

S 83332

REMAINING TAX DUE 452.05

NEXT PARCEL# RP

A OR NEXT BILL# RP 2004

F3=EXIT F14=OTHER TAXES F2=PRT SCREEN F5=PAYMNTS F6=TRANSACTIONS F24=MORE
(SA MN AM IM II KB S1)

Approx. 10.493 Acres

COPY

REAL ESTATE PURCHASE AND SALE AGREEMENT
(Christoffersen/Stevens)
(County of Gooding, State of Idaho)

THIS AGREEMENT is made and entered into this 1 day of August, 2005, by and between BEVERLY J. CHRISTOFFERSEN, an unmarried woman (referred to as "Seller"), and BRENT STEVENS and/or ASSIGNS (referred to as "Purchaser").

1. SALE. Seller, for and in consideration of the payments to be made and the covenants and conditions to be kept and performed by Purchaser, as hereinafter set forth, does hereby contract and agree to sell and convey to Purchaser, and Purchaser does hereby agree to purchase from Seller, certain real property, located in Gooding County, State of Idaho, particularly described as follows:

EXHIBIT "A"

(including water rights appurtenant to the real property, improvements and fixtures to the real property, all referred to as the "Property")

2. PURCHASE PRICE. The total purchase price of the Property shall be _____, which purchase price shall be paid, as follows: Within three (3) business days of Purchaser and Seller signing the Agreement, Purchaser will deposit with the Closing Agent, set forth below in paragraph 6; _____ earnest money to be held on deposit until the occurrence of events described in subparagraphs 3.a. through 3.d., below, at which time all the earnest money will be released to Seller. At the time of Closing, Purchaser shall deliver to the Closing Agent cash in the amount of _____

3. CONTINGENCIES. Purchaser's obligations hereunder are expressly contingent upon satisfaction of the following:

a. Purchaser's acceptance of the condition of the title to the Property as described in paragraph 5; and

b. Seller's representation and warranties described in paragraph 9 being true and correct on the date of Closing; and

c. As required by Title 55, Chapter 25 Idaho Code, Seller shall within ten (10) days after the execution of this Agreement provide to Purchaser Seller's Property Disclosure Form and Purchaser shall have three (3) business days from receipt of the disclosure form to rescind the offer based upon information contained in the form, which will be attached hereto and made a part of this Agreement.

BJC

d. Seller and Douglas Hill and Yolanda Hill, pursuant to a separate Purchase and Sale Agreement with Purchaser, shall sign all closing documents and place the documents in escrow with the Closing Agent.

e. Purchaser's obligation to close the transaction contemplated by this Agreement is contingent upon the Closing of the Purchase and Sale Agreement between Purchaser and Yolanda Hill.

f. Purchaser has agreed to lease the residence included with the Property to Seller's son, Dale Christoffersen, which obligation is contingent upon Dale Christoffersen signing a lease agreement with Purchaser for that residence for a term beginning August 1, 2005, and ending September 30, 2005, at a rate of One Hundred Dollars (\$100.00) per month.

4. TITLE; WARRANTY DEED. Seller shall transfer title to the Property by Warranty Deed. Title to the Property shall be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions currently of record, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements of record. Title shall be free and clear of all claims, liens, and encumbrances, except taxes and assessments for the current year, easements and rights-of-way of public record.

5. TITLE INSURANCE. Purchaser shall pay the premium for a Standard Owner's Title Insurance Policy insuring title to the Property in Purchaser's name for the amount of the purchase price, showing marketable and insurable title subject only to the exceptions contained in the title insurance company's standard policy and to other exceptions allowed under paragraph 4 herein. At the time of Purchaser's payment of earnest money, Seller shall order from Closing Agent a Commitment for Title Insurance Policy showing the condition of the title to the Property. Purchaser shall have five (5) business days from the date Closing Agent furnishes Purchaser a Commitment for Title Insurance Policy within which to object in writing to the condition of the title as set forth in the report. If Purchaser does not object within such period, Purchaser shall be deemed to have accepted the condition of the title. If Purchaser delivers notice containing a written statement of defects to Seller and the title of the Property is not marketable, Seller shall have until Closing to correct defects in the title. If Seller fails to correct such defects Purchaser may at its sole option receive a return of the purchase price paid as described in Paragraph 2, in which case this Agreement is not otherwise actionable by either party, Paragraph 8 of this agreement notwithstanding.

6. CLOSING. The Closing shall take place at the offices of AmeriTitle, the Closing Agent, in Ketchum, Idaho, on Monday, August 1, 2005. Seller's consent to such request shall not be unreasonably withheld. At Closing, Seller shall execute and deliver to the Closing Agent a Warranty Deed, after which the Closing Agent shall release the Earnest Money to the Seller. The Closing Agent shall pay the purchase price received from Purchaser to Seller. The Closing Agent shall record the Warranty Deed in the records of Blaine County, Idaho. Seller shall pay at the time of Closing the Closing Agent's fee and costs of recording the Warranty Deed.

LJC

7. POSSESSION AND PRORATIONS AT CLOSING. At Closing, Seller shall deliver and Purchaser shall obtain free and absolute right to possession of the Property. Prior to or at Closing, Seller shall pay or have paid costs, amounts and fees arising out of the ownership or possession of the Property, including, but not limited to assessments for limited improvement districts, utilities, and estimated property taxes based only upon current tax rates and the current assessed value, as determined by the Blaine County Assessor. Purchaser shall pay all costs, amounts and fees arising out of the ownership or possession of the Property after Purchaser takes possession.

8. DEFAULT; REMEDIES. If Closing does not occur in the manner and within the time provided herein, then the parties shall have the following remedies:

a. If due to a default of Seller or if the Purchase and Sale Agreement between Yolanda Hill and Purchaser does not close, then Purchaser shall be entitled to the prompt return of all monies and documents delivered to the Seller, or the Closing Agent to specific performance of this Agreement and to pursue any other remedy available under the laws of the State of Idaho;

b. If the Purchaser defaults in the performance of this Agreement, Seller shall make demand in writing upon the Closing Agent upon which demand the Closing Agent shall pay from the earnest money the costs incurred by or on behalf of Seller and Purchaser related to the transaction as set forth herein and the Closing Agent shall pay any balance of the money to the Seller. Seller and Purchaser acknowledge and agree that acceptance of the amounts described above as liquidated damages shall be Seller's sole and exclusive remedy and Seller shall not be entitled to any other remedy available under the laws of the State of Idaho. Seller and Purchaser further agree that liquidated damages are appropriate in the event of Purchaser's default, for the following reasons, including, without limitation, that the amount of Seller's damages in the event of Purchaser's default would be difficult to determine at the time of entering into the agreement; Seller has not listed the Property with a realtor.

9. WARRANTIES AND DISCLAIMER. Seller represents and warrants that on the date of Closing:

a. There is no equitable, legal or administrative suit, action, arbitration or proceeding pending or threatened against Seller or the Property.

b. Seller's above representation and warranty shall be true and correct as of the Closing, shall survive the Closing of this transaction and shall survive the recording of the warranty deed.

10. REAL ESTATE BROKERS/REPRESENTATION. Purchaser and Seller represent to each other that there are no other real estate agents or brokers, and no agent's or broker's fee or commission will be paid by either party. Purchaser and Seller agree to hold each other harmless and indemnify each other from all demands, claims, obligations, costs and expenses, including reasonable attorney fees, in the event of any claim or obligation for a real

estate commission other than that specified in this Agreement arising out of each party's respective conduct.

11. MISCELLANEOUS PROVISIONS.

a. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of this Agreement.

b. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

c. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies, unless expressly set forth herein. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise, unless expressly set forth herein.

d. Attorney Fees. In the event of any dispute or controversy arising out of any of the terms and conditions of this Agreement, whether or not an action is commenced, the prevailing party shall be entitled to recover all costs and reasonable attorney fees, including costs and attorney fees on appeal or in bankruptcy court.

e. Successors and Assigns. Nothing herein shall be construed to restrict the assignment or transfer of any interest in this Agreement. This Agreement and its terms and provisions shall inure to the benefit of and be binding upon the successors and assigns of the parties.

f. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters. No agreements, representations, or warranties, unless expressly set forth in this Agreement, shall be binding on either party.

g. Governing Law. This Agreement shall be governed by, and construed in accordance with, the statutes, laws, legal decisions and rules and regulations of the State of Idaho.

h. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.

i. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

j. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by all of the parties.

BJC

k. Multiple Counterparts and Signatures. Purchaser and Seller may execute this Agreement in multiple counterparts. All multiple counterparts shall be regarded as duplicate originals, each combining to form one original Agreement. An executed version of this Agreement or any document pertinent to this Agreement, which has been signed and transmitted by facsimile or other electronic or mechanical means shall be deemed an original.

l. Other Documents. The parties agree to execute and deliver such other documents as may be necessary or desirable to carry out the purpose of this Agreement.

m. Time of the Essence. Time and timely performance is of the essence of this Agreement, and Purchaser and Seller must sign this Agreement no later than 5 pm Mountain Standard Time, Thursday, June 30, 2005 for it to become effective upon Purchaser's signature.

n. Notice. Any notice to be given or other documents to be delivered to either party by the other hereunder may be delivered in person or may be mailed, duly registered or certified, return receipt requested, with postage prepaid, addressed as follows:

Seller: Beverly J. Christoffersen
396 East Avenue B
Wendell, ID 83355

Purchaser: Brent Stevens
11100 Santa Monica Blvd., 10th Floor
Los Angeles, CA 90025

Each party hereto may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one specified above. If any notice or other document shall be sent by certified mail as aforesaid, the same shall be deemed to have been effectively served or delivered at the time of mailing.

o. Gender. As used in this Agreement, in reference to the parties, the singular shall include the plural and the masculine shall also refer to the feminine or neuter where applicable.

p. Risk of Loss. Prior to Closing, all risk of loss shall remain with Seller.

r. Representation by counsel. The parties acknowledge and agree attorney John Seiller has only represented Purchaser in the preparation of this Agreement.

IN WITNESS WHEREOF, the parties sign and execute this Agreement to be effective the date of this Agreement.

SELLER:


BEVERLY J. CHRISTOFFERSEN

PURCHASER:


BRENT STEVENS





State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

April 17, 2019

SNAKE RIVER FARMING CO LLC
PO BOX 176
HAGERMAN ID 83332-0176

Re: Change in Water Right Ownership: 36-19 D,

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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) 736-3033.

Sincerely,

Benny Walker
Water Resource Agent, Senior

Enclosure(s)