

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JAN 18 2019
DEPT OF WATER RESOURCES
SOUTHERN REGION

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?
37-1119	Yes ☐	Yes ☐	37-21963	Yes ☐	Yes ☐
37-1120	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-1140	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-21383	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-21746	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Terry L Clark, Anita K Clark
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): John W. Langston, Catherine Y. Langston
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- Mailing address 16530 Robinson Rd. Snohomish City WA State 98296 ZIP
- Telephone 206-390-4394 Email j1tbar1@aol.com cylangston@gmail.com

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: 10-9-18

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] Title, if applicable _____ Date 1-15-19
Signature of new owner/claimant
- Signature: Catherine Langston Title, if applicable _____ Date 1-15-19
Signature of new owner/claimant

For IDWR Office Use Only:

Received by [Signature] Date 1-18-2019 Receipt No. 5037121 Receipt Amt. \$150-

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 KA Date 5-2-2019

SUPPORT DATA
IN FILE # 37-1119

AFTER RECORDING MAIL TO:

John W Langston and Catherine Y Langston
16530 Robinson Rd.
Snohomish, WA 98296

SPECIAL WARRANTY DEED

File No.: **106034ID ()**

Date: **April 05, 2019**

For Value Received, **TFES 673, LLC**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **John W Langston and Catherine Y Langston**

whose current address is **16530 Robinson Rd., Snohomish, WA 98296**

hereinafter called the Grantee, the following described premises, situated in **Blaine County, Idaho**, to-wit:

TOWNSHIP 2 NORTH, RANGE 21 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 2: LOTS 2, 3, AND 4, S1/2NW1/4, NW1/4SW1/4

SECTION 3: LOTS 1 AND 2, S1/2NE1/4, N1/2SE1/4, SW1/4SE1/4, SE1/4SW1/4

SECTION 11: NE1/4NW1/4, E1/2, S1/2NW1/4, N1/2SW1/4

SECTION 12: NW1/4, N1/2SW1/4, SW1/4SW1/4

TOWNSHIP 3 NORTH, RANGE 21 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

SECTION 35: SW1/4SE1/4, SE1/4SW1/4

Together with Idaho Department of Water Resources Water Right Numbers 37-1119, 37-1120, 37-1140, 37-21383, 37-21746 and 37-21963 and any other water rights appurtenant to the above described real property.

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.

Date: 04/05/2019

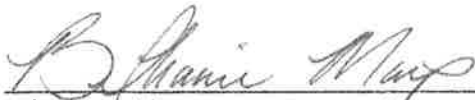
Warranty Deed
- continued

File No.: 1060341D ()

Grantor does hereby covenant with Grantee(s), their heirs, successors and assigns, that Grantor will warrant and defend the said granted premises against the lawful claims and demands of all persons claiming by, through and under Grantor, but against no other claims and no other persons, including predecessors in title.

Dated: April 05, 2019

TFES 673, LLC



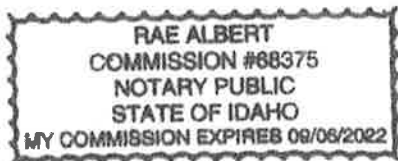
Title Financial Exchange Services, Inc., Member

By: Bethanie Mays

It's: Assistant Secretary

STATE OF IDAHO)
 :SS
COUNTY OF BINGHAM)

On this Fifth day of April, 2019, before me, a Notary Public in and for said State, personally appeared Bethanie Mays, known or identified to me to be the Assistant Secretary of the corporation, a corporation that executed the instrument on behalf of said corporation which is a member of TFES 673, LLC, and on behalf of the member subscribed said Limited Liability Company name to the foregoing instrument, and acknowledged to me that such corporation executed the same in said Limited Liability Company name.



Notary Public for Idaho
Residing in Blackfoot, ID
Commission Expires: 9/6/2022

PURCHASE/LEASE AGREEMENT

Blackfoot, Idaho

10/09/2018

1. Agreement John W Langston and Catherine Y Langston of 16530 Robinson Rd., Snohomish, WA 98296, hereinafter call "Buyer", agrees to purchase and TFES 673, LLC, of P O Box 339, Blackfoot, ID 83221 hereinafter called "Seller" agrees to sell the following described real estate hereinafter referred to as "premises" described on Exhibit "1", attached hereto and incorporated herein by reference, TOGETHER WITH all fixtures attached to the above-described real property.
2. Total Purchase Price The total purchase price is . . . 00/100) payable at closing. Buyer may apply towards the purchase price at closing the balance due on any promissory note payable to Buyer from Seller.
3. 1031 Exchange/Lease Buyer is acquiring the property that is subject to this Agreement as part of an Internal Revenue Code § 1031 tax deferred exchange. Pursuant to such exchange and as required by I.R.S. Regulations, Buyers will be assigning all contract rights in this Agreement to purchase the property to a Qualified Intermediary. The assignment will not in any manner modify or release the Buyer from any of Buyer's obligations, representation, or warranties as set forth in this Agreement. Seller will convey the property that is subject to this Agreement directly to Buyer.

In the same regard, Seller has acquired the property at Buyer's request and with funds loaned by Buyer for such acquisition. Upon acquisition of the property by Seller, Buyer shall have all rights to possession of the property as a lessee under Idaho law and this agreement shall also be construed as a lease from Seller to Buyer of the property for the term of this agreement, and thereafter on a month to month basis. It is agreed by the parties that no monthly rental payment shall be due Seller from Buyer as long as Buyer forgoes the payment of any interest to him on the funds Buyer has loaned Seller for the purchase of this property. Notwithstanding any other term of this agreement, or any applicable law, Buyer shall be responsible for the payment of any and all costs or expenses relating to control or possession of this property including those generally payable by lessors (or legally obligated to the paid by lessors), including, but not limited to, taxes, insurance, utilities, repairs, maintenance and the like, without limit, during Buyer's possession of the property.

In this regard Buyer agrees to indemnify and hold harmless the Seller from any and all costs and expenses, including attorney's fee, for any liability or injury to any person or persons, entity or corporation, occurring on the demised premises, arising out of any accident or other occurrence on the demised premises, or related to any alleged hazardous or toxic materials or underground storage tanks alleged present on the property causing injuries to any person or persons whomsoever, or damage to the person or property of any person or persons, entity or corporation whatsoever. In this regard, Buyer agrees to carry at his/her own expense public liability insurance against said liability with Seller included as named insured with limits of liability not less the One Million and no/100 Dollars (\$1,000,000.00). Buyer agrees to deliver to Seller the usual certificate issued by the insurance carrier certifying that such insurance is in force.

It is the intent of the parties to this Agreement that each and every provision under this Agreement shall be effective according to the terms of Internal Revenue Code Section 1031, Rev. Proc. 2000-37, and such related regulations. Any provision hereof violating Internal Revenue Section 1031, Rev. Proc. 2000-37, and such related regulations which would disqualify the non-recognition of gain or loss on the exchanged property by Buyer shall be deemed void to the extent of such provision, but without invalidating the remaining provisions hereof, the intent being that the validity, enforceability and effectiveness of the Agreement shall be controlled by Internal Revenue Code Section 1031, Rev. Proc. 2000-37, and such related regulations.

4. Conveyance The Seller shall convey the real property by special Warranty Deed.
5. Taxes and Assessments Unless otherwise agreed, the Buyer agrees to pay all property taxes and assessments for the property.
6. Closing The date of closing shall be on or before **04/07/2019**. The parties may, by mutual agreement, agree to close the transaction at any time prior to the date specified. The Buyer and Seller will deposit with the closing agent all instruments necessary to complete the purchase in accordance with this Agreement. Buyer shall pay any and all closing or transfer costs related to this transaction.
7. Buyer's Acknowledgment Buyer acknowledges that Buyer has examined the real and personal property, that Buyer enters into this Agreement in full reliance upon Buyer's independent investigation and judgement, that prior verbal representations by the Seller or Seller's agents or representatives do not modify or affect this Agreement and there are no warranties as to both the real and personal property, express or implied, including the IMPLIED WARRANTIES OF HABITABILITY, CONDITION, SUITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE given by Seller to Buyer except as specifically set forth in this Agreement and the Buyer agrees to accept the property in "AS IS" condition unless otherwise provided for.
8. Title Insurance It is expressly agreed that Seller is not providing title insurance and shall not be responsible for the payment of any title insurance premiums for the property. Buyer may at Buyer's own cost provide title insurance for the property at closing.
9. Buyer's Remedies If the Seller refuses or neglects to consummate the transaction within the time period provided in this Agreement or breaches the terms of this Agreement, the Buyer may:
 - a. Demand that Seller specifically perform Seller's duties or obligations under this Agreement; or
 - b. Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.
2. Seller's Remedies If Buyer refuses or neglects to consummate the transaction within the time period provided in this Agreement or breaches the terms of this Agreement, the Seller may:
 - a. Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; or
 - b. Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.
11. Buyer's Certification By entering into this Agreement, each person or persons executing this Agreement as Buyer represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own real property in the State of Idaho; and if acting on behalf of a corporation, partnership, or other non-human entity that he/she is duly authorized to enter into the Agreement on behalf of such entity.
12. Seller's Certification By entering into this Agreement, each person or persons executing this Agreement as Seller represents that he/she is eighteen (18) years of age or older, of sound mind, and legally entitled at this time to transfer title to the real property free and clear of all liens and encumbrances except those described in this Agreement; and if acting on behalf of a corporation, partnership, or other non-human entity that he/she is duly authorized to enter into the Agreement on behalf of such entity.
13. Consent to Disclose Information Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, and their attorneys, agents and other parties having interests essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents as prior transactions concerning this property of underlying obligation pertaining thereto.
14. Possession Seller shall deliver possession and occupancy to the Buyer on the date of acquisition of the property by Seller.

15. Risk of Loss All loss or damage to any of the above-described real property or personal property by any cause is expressly assumed by Buyer.
16. Time is of the Essence Time is of the essence in this Agreement and all clauses herein.
17. Binding Effect and Non-assignability This Agreement is binding upon the heirs, successors and assigns of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's express written consent, which shall not be unreasonably withheld.
18. Attorney Fees In any actions brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine just.
19. Fixtures All permanently installed fixtures and fittings that are attached to the property are included in the purchase price, including electrical, light, plumbing and heating fixtures, wood stoves, built-in appliances, screens, storm doors, storm windows, curtains, rods and hardware, attached floor coverings, T.V. antennas, air cooler or conditioner, garage door openers and controls attached, fireplace equipment, mailbox, and trees and shrubs.
20. Execution by Facsimile and Counterparts This Agreement may be executed simultaneously in one or more counterparts, and such agreements taken collectively shall be considered an original, valid and binding agreement. This Agreement is effective upon execution by all parties. Execution may be accomplished by facsimile transmission of the respective signature pages of this Agreement to the other party, with the original executed document to be delivered to the other party as soon as feasible thereafter by Federal Express or similar courier service or expedited United States mail, which will be received no later than three (3) business days after execution.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this Twenty-fourth day of September, 2018.

EXCHANGE ACCOMMODATION TITLEHOLDER:

TFES 673, LLC

Member: Title Financial Exchange Services, Inc., an Idaho Corporation

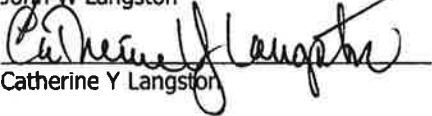


By: Bethanie Mays
Its: Exchange Officer

EXCHANGOR:



John W Langston



Catherine Y Langston

EXHIBIT 1

LEGAL DESCRIPTION

TOWNSHIP 2 NORTH, RANGE 21 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 2: LOTS 2, 3, AND 4, S1/2NW1/4, NW1/4SW1/4

SECTION 3: LOTS 1 AND 2, S1/2NE1/4, N1/2SE1/4, SW1/4SE1/4, SE1/4SW1/4

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SECTION 12: NW1/4, N1/2SW1/4, SW1/4SW1/4

TOWNSHIP 3 NORTH, RANGE 21 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

SECTION 35: SW1/4SE1/4, SE1/4SW1/4

Aasa, Kent

From: Southern Info
Sent: Monday, May 13, 2019 2:29 PM
To: Aasa, Kent
Subject: FW: Kent Aasa Letter of May 2, 2019

Kent,

This was just received in our Southern Info e-mail box.

Denise

From: Scott Campbell [mailto:scott@slclexh2o.com]
Sent: Monday, May 13, 2019 2:18 PM
To: Southern Info <southerninfo@idwr.idaho.gov>
Subject: Kent Aasa Letter of May 2, 2019

Dear Mr. Aasa:

I am responding to your May 2, 2019 letter, sent to me regarding Change in Ownership for Water Right No(s): 37-1120, 37-1140, 37-21383, 37-21746, and 37-21963.

Please remove my name and address from all references to the above-listed water rights. I do not know why I am listed as the attorney for the owners of these water rights. I do not represent the owners.

Please confirm your receipt of this message and confirm that you have removed my name and address from your records regarding these water rights.

Thank you for your cooperation.

Scott L. Campbell

Note: Scott Campbell was the attorney for original water right holders Terry & Anita Clark & their adjudication claims



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

May 02, 2019

JOHN W LANGSTON
16530 ROBINSON RD
SNOHOMISH WA 98296-4816

CATHERINE Y LANGSTON
16530 ROBINSON RD
SNOHOMISH WA 98296-4816

Re: Change in Ownership for Water Right No(s): 37-1119, 37-1120, 37-1140, 37-21383, 37-21746, 37-21963

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) 736-3033.

Sincerely,

Kent Aasa
Water Resource Agent

Enclosure(s)

cc: Scott L Campbell

RECEIVED

JAN 18 2019

DEPT OF WATER RESOURCES
SOUTHERN REGION

1-16-19

Let me know if anything else is needed.

Thank You


John Langston

206-390-4394

j1+barl@aol.com