

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

FEB 25 2016

WATER RESOURCES
WESTERN 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?
51-24A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
51-25A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
51-26A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Leslie D Gennette
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Lance D. Gennette and Alice Gennette
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 29685 Hot Springs Rd. Bruneau ID 83604
Mailing address City State ZIP
208-845-2377 N/A
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: January 31, 1998
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

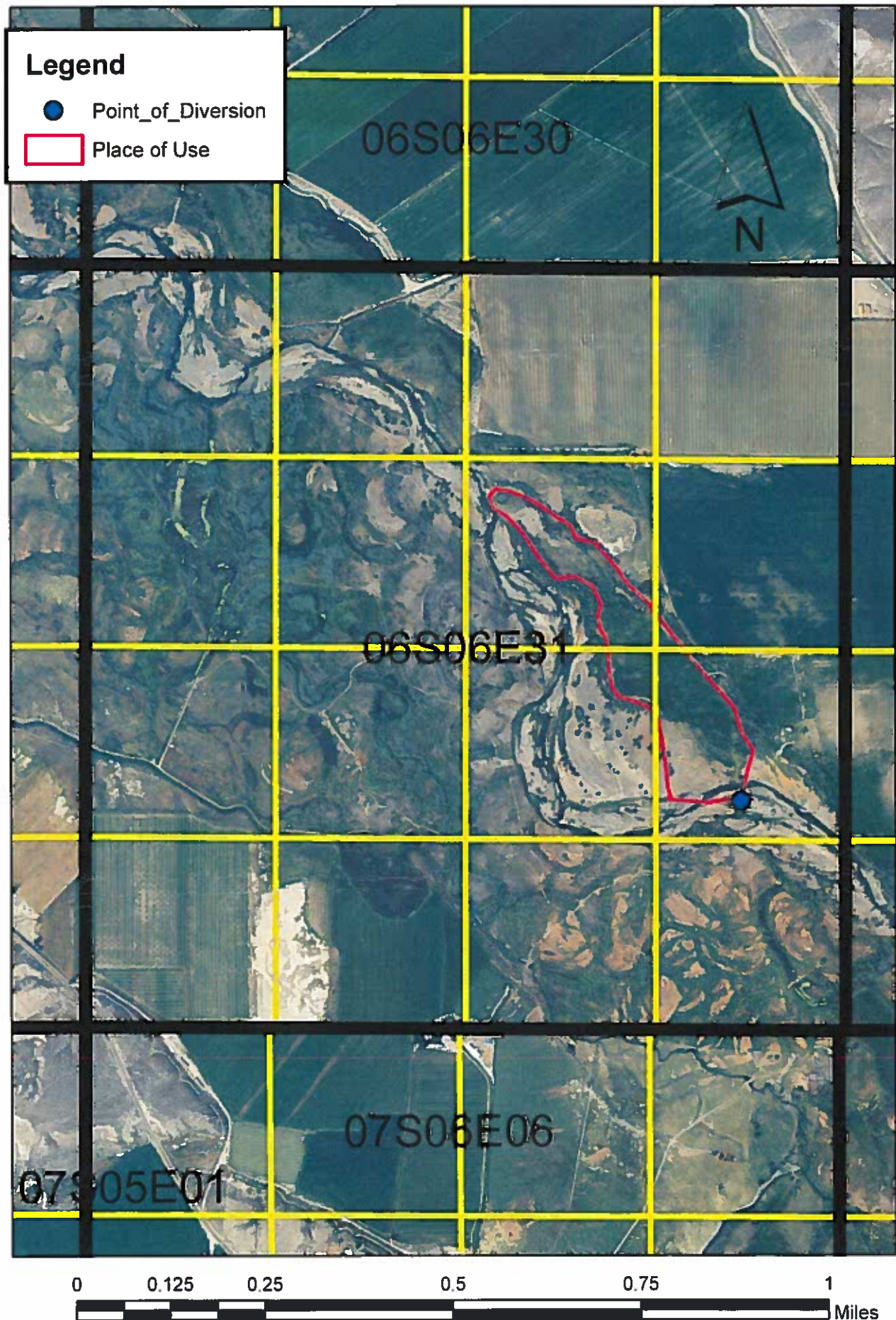
IN FILE # 51-24A

8. Signature: Lance D. Gennette Title, if applicable: _____ Date: Jan. 1, 2016
Signature of new owner/claimant
- Signature: Alice Gennette Title, if applicable: _____ Date: 1/1/16
Signature of new owner/claimant

For IDWR Office Use Only:

Received by AL Date 2/25/16 Receipt No. W043920 Receipt Amt. \$75.00
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 X Approved by AL Processed by AL Date 3/11/16

Lance Gennette Change of Ownership 51-24A, 51-25A, 51-26A



AGREEMENT FOR SALE OF REAL AND PERSONAL PROPERTY

PARTIES:

LESLIE D. GENNETTE AND
ELLA MAE GENNETTE,
HUSBAND AND WIFE,

SELLERS,

AND

LANCE DARIN GENNETTE AND
ALICE M. GENNETTE,
HUSBAND AND WIFE,

BUYERS,

SUBJECT:

OWYHEE COUNTY RANCH,
CATTLE AND MACHINERY

SALES AGREEMENT, made this 31st day of January,
1998, between LESLIE D. GENNETTE and ELLA MAE GENNETTE,
husband and wife, whose address is HC 85, Box 103, Bruneau,
Idaho 83604, and whose Social Security Number is [REDACTED]
[REDACTED] hereinafter designated in the singular and by
masculine gender as the Seller, and LANCE DARIN GENNETTE and
ALICE M. GENNETTE, husband and wife, whose address is HC 85,
Box 103, Bruneau, Idaho 83604, and whose Social Security
Number is [REDACTED] hereinafter designated in the
singular and by masculine gender as the Buyer, WITNESSETH:

For and in consideration of the mutual promises and
agreements herein contained, the parties hereto hereby agree
as follows:

1. DESCRIPTION OF PROPERTY SOLD. Subject to the terms
and conditions of this agreement, the Seller hereby agrees
to sell and convey and the Buyer agrees to purchase the
following described real and personal property located in
the County of Owyhee State of Idaho to-wit:

REAL PROPERTY, described as follows:

The Southwest Quarter of the Northeast Quarter and the North Half of the Southeast Quarter, less that portion thereof lying South and West of the Bruneau River, all in Section 31;

The Northwest Quarter of the Southwest Quarter and that part of the Southwest Quarter of the Southwest Quarter lying North and East of the Bruneau River, in Section 32, all of the above being located in Township 6 South, Range 6 East, Boise Meridian;

TOGETHER with the tenements, hereditament and appurtenances thereunto belonging or in anywise appertaining and together with all water rights and ditch rights appurtenant to said property, including 3,125 shares of the Capital Stock of Bruneau Buckaroo Ditch Company, but saving and excepting and reserving unto the Seller a life estate in and to that portion of the above described real property bounded and described as follows.

Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 32, Township 6 South, Range 6 East, Boise Meridian, and running thence West 225 feet; thence South 130 feet; thence East 225 feet; thence North 130 feet to the Point of Beginning.

PERSONAL PROPERTY, described as follows:

Farm machinery and equipment described as one John Deere 4030 tractor, value .

One John Deere 12 foot seeder, value . .

Heston 5800 round baler, value

Total value of above machinery

Fifty head of cattle of mixed breeds and ages, all branded "VU" on left ribs, of the value of

Two black angus bulls, bearing the same brand, of the value of

2. PURCHASE PRICE. The Buyer, in consideration of the premises, agrees to pay to the Seller for said property the sum of [REDACTED] payable at the times, in the amounts and in the manner hereinafter provided, to-wit:

(a) It is understood that the above described real property is now subject to a mortgage thereon held by Farm Service Agency, with a principal balance hereafter to be paid upon said mortgage in the amount of [REDACTED] bearing interest at the rate of [REDACTED] per cent per annum, and payable in annual installments in the sum of [REDACTED] said annual installment being payable upon the 1st day of January, of each year. The Buyer hereby assumes and agrees to pay said mortgage balance at the time the same becomes due and payable and to indemnify and hold the Seller harmless from all further liability upon said mortgage and the note secured thereby, and the said principal balance of [REDACTED] is hereby credited upon the purchase price to be paid by the Buyer to the Seller as set forth above.

(b) The balance of the purchase price in the amount of [REDACTED] shall be paid as follows:

The sum of [REDACTED] upon the 1st day of February, 1999, and the sum of [REDACTED] upon the 1st day of February, of each calendar year thereafter until the balance of said purchase price, together with the interest hereinafter mentioned, has been paid in full.

(c) If during any calendar year while this contract remains in full force and effect, the Buyer suffers losses from drought or other circumstances beyond his control and at which loss is equal 20 per cent or more of the average annual income from operating the ranch, which is known as Riverview Ranch, then the Buyer may, if he so elects, be relieved of his obligation to pay the annual installment payable to the Seller under this agreement for that year and said payment shall be postponed to and added to the balance payable at the end of this contract and which postponement shall extend payment of the balance payable hereunder for an additional year.

(d) Of the purchase price above mentioned, the sum of [REDACTED] is being paid for the farm equipment and machinery, the sum of [REDACTED] for the cattle and the balance of the purchase price is being paid for the real property and improvements thereon.

3. INTEREST. The principal balance of the purchase price to be paid to the Seller hereunder shall bear interest from the date of this agreement until paid at the rate of [REDACTED] per annum. Each annual installment paid hereunder shall first be applied to pay the interest then accrued and unpaid on the date of such payment and the balance of said annual installment shall be applied upon the principal sum to be paid to the Seller under this contract.

4. PLACE OF PAYMENT. All of said deferred payments to be paid to the Seller shall be paid by the Buyer to the Seller at Guaranty Title, Inc., at 206 South 3rd East, Mountain Home, Idaho 83647, hereinafter designated as escrow holder under the terms of this agreement. Payment of the annual installment upon the mortgage assumed by the Buyer as set forth above shall be paid directly to Farm Security Agency at its address.

5. TAXES. The Seller agrees to pay and discharge all unpaid taxes and assessments levied or assessed against the property hereby agreed to be sold for the year 1997 and all prior years. Taxes to be levied and assessed against said property for the year 1998 and subsequent years shall be ~~paid by the~~ Buyer. If the Buyer fails to pay said taxes or assessments herein agreed by him to be paid before the same go delinquent, the Seller may declare the Buyer in default under the terms of this agreement, after notice as hereinafter mentioned, or may at his option make any payment deemed by him to be necessary to protect the title to the property herein sold, and any such payment made by the Seller shall be considered as a portion of the unpaid purchase price and shall bear interest at the rate of 6% per annum from the date of payment until repaid by the Buyer and the Buyer agrees to repay the same upon demand. Taxes on the real property upon which seller reserves a life estate shall be paid by the seller until the life estate terminates.

6. POSSESSION. The Buyer shall be entitled to the possession of said property immediately upon the execution of this agreement and may continue in possession of said property so long as he complies with the terms of this agreement it being understood that seller reserves possession of the property reserved for a life estate.

7. WASTE. Any buildings or permanent improvements placed upon said property by the Buyer shall become a part of said property and shall not be removed. The Buyer covenants to commit no waste upon said premises and to permit no waste to be committed by others and further covenants to keep said premises free and clear of all mechanics liens, material mens' liens and all other liens of every kind or nature whatsoever, save and except current taxes and the mortgage assumed by the Buyer.

8. HAZARD INSURANCE. At the time of the execution of this agreement the Seller agrees to secure and thereafter maintain insurance against loss by fire or other casualty covering the residence shop and out buildings located upon the real property in which the Seller has reserved a life estate, and the Seller shall continue to maintain such fire insurance until said life estate expires. In the event a loss is sustained during the continuance of this agreement and which loss is covered by such insurance, then the proceeds received from the insurance shall be used to

restore the damaged improvement. After termination of said life estate, if this agreement still remains in full force and effect, then thereafter it shall be the responsibility of the Buyer to keep up and maintain such insurance.

9. NO ASSIGNMENT. The Buyer understand that many of the terms included in this sales agreement are based upon the personal relationship which exists between the Seller and the Buyer, and the Buyer therefore agrees that he will not assign this sales agreement nor sell any interest in the real property hereby agreed to be sold without first obtaining the written consent of the Seller.

10. CARE OF PROPERTY. The Buyer agrees to keep up and maintain the property hereby agreed to be sold in as good a condition as the same was at the time of the commencement of this agreement, normal wear and tear from the ordinary use thereof excepted; provided, however, that it shall be the responsibility of the Seller to keep up and maintain the improvements located upon the real property in which the Seller reserves a life estate.

11. ESCROW. The Seller agrees at the time of the execution of this agreement to place in escrow with Guaranty Title, Inc., at 206 North 3rd East, Mountain Home, Idaho, as escrow holder, a warranty deed in standard Idaho form executed by the Seller and conveying to the Buyer marketable title to the real property above described, except for the life estate reserved as herein mentioned. The Seller shall also deposit with the escrow holder at the same time the Certificate representing the shares of stock in

Bruneau Buckaroo Ditch Company, endorsed in blank by the Seller, together with a Bill of Sale executed by the Seller and conveying to the Buyer the title to the farm equipment and cattle hereby agreed to be sold. Said escrow holder shall be and is hereby authorized and directed to deliver said escrowed documents to the Buyer upon his depositing with said escrow holder to the credit of the Seller the deferred payment of purchase price above mentioned to be paid to the Seller hereunder, at the time specified above, and upon a compliance with the other terms and conditions hereof; Otherwise, said escrowed instrument shall be returned to the Seller. An executed copy of this agreement shall be deposited with said escrow holder and shall be directions and instructions to it with reference to the terms and conditions hereof.

12. ESCROW FEES. All escrow fees of said escrow holder shall be paid by the Seller.

13. TITLE INSURANCE. It is understood that marketable title to the real property above described is being conveyed by the Seller to the Buyer by the Warranty Deed which is being deposited in escrow and the Seller shall not be required to furnish the Buyer with title insurance covering said real property.

14. REMEDIES FOR DEFAULT. Time is agreed to be of the essence of said payments and of this agreement and of any subsequent agreement in relation hereto and full performance by the Buyer of all his obligations hereunder is and shall be a condition precedent to his right to a conveyance

hereunder. In the event the Buyer fails to comply with any of the terms hereof, then the Seller through said escrow holder, shall first give the Buyer thirty days' notice in writing specifying wherein the Buyer has failed to comply with the terms hereof and which said notice shall be delivered to the Buyer or either of them personally or may be sent to the Buyer by certified mail, addressed to the Buyer at his last known post office address. If served by mail, said notice of default shall be deemed served upon the Buyer upon the date it is deposited in the United States mails with postage prepaid, certified and addressed as above mentioned. If the Buyer fails to correct such default within said thirty-day period, then the Seller may at his option and without further notice declare the whole unpaid balance of said purchase price immediately due and payable and proceed at once to recover the same, or declare a forfeiture of all of the rights of the Buyer under this agreement and of all of his right, title, claim and interest in and to the property hereby agree to be sold, retaining all sums theretofore paid by the Buyer under the terms hereof as the reasonable value of the use of said property during the time that possession of the same is retained by the Buyer hereunder, or the Seller may at his option bring an action in equity or at law for such other remedies he might have.

15. ATTORNEY'S FEES. In the event it becomes necessary for either of the parties hereto to place this agreement in the hands of an attorney for enforcement of his rights hereunder after default of the other party or to institute suit for enforcement of his rights hereunder, then the party not in default, or the prevailing party in case of suit, shall be entitled to recover reasonable attorney's fees from the other party, in addition to the other damages allowed by law.

16. HEIRS AND ASSIGNS. The terms and conditions of this agreement shall extend to and be binding upon the heirs, administrators, executors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year in this Agreement first above written.

Leslie D. Gennette
LESLIE D. GENNETTE

Ella Mae Gennette
ELLA MAE GENNETTE

SELLERS,

Lance Darin Gennette
LANCE DARIN GENNETTE

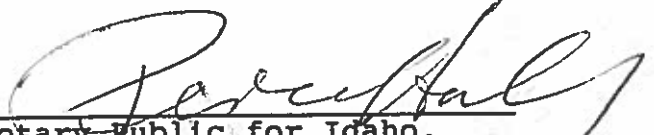
Alice M. Gennette
ALICE M. GENNETTE

BUYERS.

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE,)

On this 31st day of January, 1998, before me, the undersigned, a Notary Public in and for said state, personally appeared LESLIE D. GENNETTE and ELLA MAE GENNETTE, husband and wife, known to me to be the persons whose names are subscribed to the foregoing 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 in this certificate first above written.


Notary Public for Idaho,
Residing at Mountain Home, ID.

STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE,)

On this 31st day of January, 1998, before me, the undersigned, a Notary Public in and for said state, personally appeared LANCE DARIN GENNETTE and ALICE M. GENNETTE, husband and wife, known to me to be the persons whose names are subscribed to the foregoing 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 in this certificate first above written.


Notary Public for Idaho,
Residing at Mountain Home, ID.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

March 11, 2016

LANCE D & ALICE GENNETTE
29685 HOT SPRINGS RD
BRUNEAU ID 83604

RE: Notice of Ownership Change in Water Right No's:

51-24A, 51-25A & 51-26A

Dear Applicants,

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water rights to you. The Department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the Department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

Thank you for your patience and cooperation. Please call me if you have any questions concerning the enclosed information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Jones', is written over a horizontal line.

Chad Jones
Office Specialist II
Western Regional Office
208-334-2190

Enclosures



February 19, 2016

RECEIVED

FEB 25 2016

WATER RESOURCES
WESTERN REGION

Idaho Department of Water Resources
Western Region Office
2735 Airport Way
Boise, ID 83705-5082

Subject: Change in Ownership for Gennette Water Rights

Enclosed you will find a Notice of Change in Water Right Ownership for Lance D. Gennette and Alice Gennette for water rights 51-24A, 51-25A, and 51-26A. Lance and Alice Gennette purchased the land and associated water rights from Leslie Gennette, Lance's father, in 1998 but never transferred the water rights. Idaho Power has been working with the Gennettes on an issue concerning their property and associated water rights and has received their permission to facilitate this change. Idaho Power met with IDWR, including Nick Miller and Angie Grimm on February 11, 2016 to discuss this issue. If you have any questions concerning the enclosed Notice of Change in Water Right Ownership, please contact our legal counsel John Simpson at (208) 336-0700.

Sincerely,

Brett Dumas
Environmental Supervisor

Enc: (2)

cc: Lance Gennette