

RECEIVED

JUL 15 2015

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCESWATER RESOURCES  
WESTERN 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? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| D 67-14373            | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| D 67-14376            | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| D 67-14996 ✓          | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| D 67-14998 ✓          | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| D 67-15000 ✓          | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Shirley Westfall  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Steven Johnson Debra Johnson  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- 910 N 17th St. Boise ID 83702  
Mailing address City State ZIP
- 208-323-1726 sbelg@msn.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: 7-2-15

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.

## SUPPORT DATA

IN FILE # 67-14373

- ☒ 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: St. Johnson 7-15-15  
Signature of new owner/claimant Title, if applicable Date
- Signature: Debra Johnson 7-15-15  
Signature of new owner/claimant Title, if applicable Date

## For IDWR Office Use Only:

Received by [Signature] Date 7/15/2015 Receipt No. WD43302 Receipt Amt. \$125.-

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 [Signature] Processed by [Signature] Date 7/20/15

## PURCHASE AND SALE AGREEMENT FOR LAND

1. Dated and made effective this 2<sup>nd</sup> day of July, 2015, Steven Johnson and Debra Johnson, husband and wife, (hereinafter "BUYER") agree to purchase, and the undersigned Alex L. Westfall, as personal representative for the Estate of Shirley A. Westfall (hereinafter "SELLER") agrees to sell the following described real estate hereinafter referred to as the "PREMISES" commonly known as 20 acres located along U.S. Highway 95, Cambridge, Washington County, Idaho, more particularly described as:

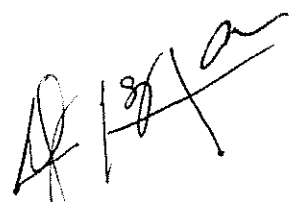
The East Half of the Northeast Quarter of the Southwest Quarter of Section 11,  
Township 14 North Range 3 West of the Boise Meridian, Washington County,  
Idaho.

2 PURCHASE PRICE: Eighty Five Thousand and 00/100 Dollars (\$85,000) to be paid in cash or cash equivalent at Closing.

3. "AS-IS WHERE-IS": BUYER acknowledges that BUYER is purchasing the Premises "AS-IS WHERE-IS" and that SELLER makes no representations, of any kind, as to the condition of the Premises; its fitness for the use that Buyer intends; the prior uses made on the Premises; nor any representatives regarding use of toxic, hazardous or any undesirable substance on the Premises.

4. INSPECTION/DUE DILIGENCE: BUYER elected not to inspect the Premises or to conduct a Due Diligence investigation as to the condition of the Premises, the title or the appurtenant rights beyond BUYER's common knowledge of such matters. In making such election, BUYER acknowledges that he/she has not relied upon nor has a right to rely upon any representations by SELLER with respect to the condition of the Premise. It is the specific intent of the parties to this Agreement that BUYER assume any and all risk that may accompany BUYER's election not to investigate the condition and suitability of all aspects of the Premises and all matter affecting the value or desirability of the Premises including but not limited to the following:

- A. SIZE: Square footage and lot size. Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.
- B. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines. (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- C. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the property, BUYER's intended use of the property, future development, zoning, building, size, governmental permits and inspections. SELLER does not guarantee the status of permits, zoning or code compliance.



- D. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
- E. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER makes no representations regarding whether the Premises has presently has utilities, improvements, services and / or other rights available.
- F. HAZARDOUS MATERIALS: BUYER acknowledges that he/she has not relied upon any representations by SELLER with respect to the condition of the Premises.
- G. TAX LIABILITY: The BUYER acknowledges that BUYER has not received or relied upon any statements or representations by SELLER with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

5. TITLE CONVEYANCE: Title of SELLER is to be conveyed by Quit Claim deed, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record.

6. TITLE INSURANCE: BUYER has elected not to acquire Title Insurance. BUYER hereby represents and warrants that SELLER has made no representations regarding the status of the title to the Premises and that BUYER has not relied, nor has any right to rely upon any statements made by SELLER regarding the status of title to the Premises. BUYER has elected not to seek a preliminary title report or subsequent title insurance upon BUYER's own knowledge and conclusions regarding the status of the title. BUYER further agrees herein to waive any claims, presently known or unknown, that BUYER may have against SELLER regarding the status of the title to the Premises. It is the specific intent of the parties to this Agreement that BUYER assume any and all risk that may accompany BUYER's election not to obtain title insurance for the Premises.

7. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

8. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the Property prior to the date of this Contract, even though said harvest "time may occur subsequent to the date of the settlement of this contract. If the crop consists of timber, then neither SELLER nor any tenant of SELLER'S shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the Premises shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of this Agreement as previously agreed between SELLER and Tenant. BUYER is entitled to collect any proceeds derived from Tenant's farming activities conducted during the year 2015 which are due to SELLER, and BUYER shall bear all such costs and expenses pro-rated to SELLER that are incurred to generate said proceeds.

9. NOXIOUS WEEDS: BUYER of the property in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and BUYER's obligations as an owner of the Premises, BUYER must contact the local county extension office.

10. MINERAL RIGHTS: Any and all mineral rights which are already included with the Premises are included in the sale of this property unless otherwise stipulated.

11. WATER RIGHTS: Description of water rights, water systems, wells, springs, water, ditches, ditch rights, etc., if any, that are appurtenant thereto that are now on or used in connection with the Premises are included in the sale. BUYER bears the cost and risk of properly transferring all such rights into BUYER's name. Said water rights are delineated on the attached Exhibit A and are incorporated herein.

12. PROPERTY TAXES AND IRRIGATION ASSESSMENTS FOR 2015: Within ten (10) business days of Closing, SELLER agrees to pay Two Hundred Ninety and 23/100 Dollars (\$290.23) to the Washington County Tax Collector for a portion of real property taxes estimated, but yet not due, for the year 2015. The parties agree that BUYER shall pay the remainder of all real property taxes on the Premises for the year 2015. BUYER agrees to pay the irrigation assessment for the full year 2015 that is due to the "Allison/Jewell Ditch" and paid to John Sachtjen as "ditch master".

13. CLOSING: Closing means the date on which all documents are either recorded or accepted by BUYER and the sale proceeds are available to SELLER. The closing shall be no later than July 2, 2015, at 1 p.m. The parties agree that the CLOSING AGENCY for this transaction shall be Evans Keane, LLP, located at 1161 W. River Street, Suite 100, Boise, Idaho.

14. POSSESSION: BUYER shall be entitled to possession upon Closing, subject to the special considerations and contingencies stated in Paragraph 15 below.

15. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which survive Closing as specifically described below:

A. To induce SELLER to Close on the closing date rather than thirty (30) days later or on July 31<sup>st</sup>, 2015, BUYER agrees that the heirs of the Estate of Shirley A. Westfall shall have until midnight on July 31<sup>st</sup>, 2015, to enter upon the Premises and, in their sole discretion, to remove any personal property presently existing on the Premises.

B. BUYER further agrees that from the date of Closing until midnight on July 31, 2015, BUYER shall not to remove or otherwise disturb such personal property presently located on the Premises; PROVIDED however Buyer, in Buyer's sole discretion, may remove and dispose of fencing presently located on the Premises.

C. After July 31, 2015, the heirs of the Estate of Shirley A. Westfall shall have no further right to enter upon the Premises, without specific consent from the BUYER, and all personal property remaining on the Premises shall transfer in its entirety to the BUYER.

16. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

17. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

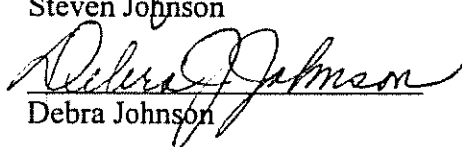
18. FURTHER ASSURANCES. Before and after the Closing Date, SELLER will, at the request of BUYER, execute, acknowledge and deliver to BUYER without further consideration, all such further assignments, conveyances, endorsements, consents and other documents and take such other action as BUYER may reasonably request (a) to transfer to and vest in BUYER and protect its right, title and interest in the Premises and (b) otherwise to consummate the transactions contemplated by this Agreement.

19. INTERPRETATION. Each of the parties acknowledge that they have been or have had the opportunity to have been represented by their own counsel throughout the negotiations and at the execution of this Agreement and all of the other documents executed incidental hereto, if any, and, therefore, the parties agree that none of the provisions of this Agreement or any of the other documents should be construed against any party more strictly than against the other.

20. BINDING EFFECT. This Agreement shall be binding upon, and inure to the benefit of, the parties and their successors, assigns, heirs, legal representatives, executors, and administrators.

21. GOVERNING LAW. This Agreement shall be subject to and governed by the law of the State of Idaho. Exclusive jurisdiction and venue for the interpretation and enforcement of this Agreement lies in the State Courts of the State of Idaho, in and for Ada County.

BUYER'S SIGNATURES:

  
Steven Johnson  
  
Debra Johnson

SELLER'S SIGNATURE:

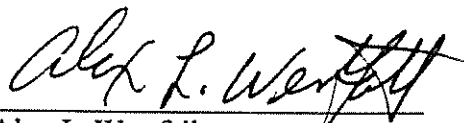
  
Alex L. Westfall,  
as personal representative for the  
Estate of Shirley A. Westfall



EXHIBIT A  
TO PURCHASE AND SALE AGREEMENT FOR LAND

DELINEATION OF WATER RIGHTS

|                                |                             |                 |          |        |                    |         |        |               |                 |              |            |                     |
|--------------------------------|-----------------------------|-----------------|----------|--------|--------------------|---------|--------|---------------|-----------------|--------------|------------|---------------------|
| Export Results to Excel        |                             | Clear All Items |          |        | Start Search       |         |        |               |                 |              |            |                     |
| Click any column to sort table |                             |                 |          |        |                    |         |        |               |                 |              |            |                     |
| Options                        | Type <sup>7</sup>           | Basin           | Sequence | Suffix | Application Number | Basis   | Status | Priority Date | Div. Rate (cfs) | Source       | Water Use  | Owner               |
| Details<br>More Options        | <a href="#">Water Right</a> | 67              | 14373    |        |                    | Decreed | Active | 05/31/1900    | 0.04            | GROUND WATER | STOCKWATER | WESTFALL, SHIRLEY A |
| Details<br>More Options        | <a href="#">Water Right</a> | 67              | 14376    |        |                    | Decreed | Active | 04/15/1889    | 0.04            | GROUND WATER | DOMESTIC   | WESTFALL, SHIRLEY A |
| Details<br>More Options        | <a href="#">Water Right</a> | 67              | 14996    |        |                    | Decreed | Active | 07/04/1882    | 0.13            | WEISER RIVER | IRRIGATION | WESTFALL, SHIRLEY A |
| Details<br>More Options        | <a href="#">Water Right</a> | 67              | 14998    |        |                    | Decreed | Active | 05/01/1902    | 0.1             | WEISER RIVER | IRRIGATION | WESTFALL, SHIRLEY A |
| Details<br>More Options        | <a href="#">Water Right</a> | 67              | 15000    |        |                    | Decreed | Active | 05/10/1918    | 0.14            | WEISER RIVER | IRRIGATION | WESTFALL, SHIRLEY A |
| Export Results to Excel        |                             | Clear All Items |          |        | Start Search       |         |        |               |                 |              |            |                     |



Traffic, Bicycling, Directions

Imagery ©2015 DigitalGlobe, State of Oregon, USDA Farm Service Agency, Map data ©2015 Google 200 ft



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](http://www.idwr.idaho.gov)

C.L. "BUTCH" OTTER  
Governor

GARY SPACKMAN  
Director

July 30, 2015

STEVEN & DEBRA JOHNSON  
910 N 17<sup>TH</sup> ST  
BOISE ID 83702

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

**67-14373, 67-14376, 67-14996, 67-14998 & 67-15000**

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](http://www.idwr.idaho.gov).

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

Sincerely,

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

Enclosures