

RECEIVED

APR 11 2014

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
29-2470 OK	Yes ☐		Yes ☐		Yes ☐
WR purchase only	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: BLAKE JOHNSON
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): A. Jacob Andersen
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1170 Lusk Loop Arbon ID 83212
Mailing address City State ZIP
208-932-4040 ajandersen@gmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 30 March 2014
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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.

8. Signature: [Signature] Mr. 4-9-14
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

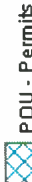
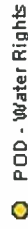
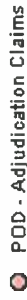
Received by [Signature] Date 4/11/2014 Receipt No. E039717 Receipt Amt. \$25. -
Approved by [Signature] Processed by [Signature] Date 4/16/2014

IDAHO Department of Water Resources Geographic Information Services

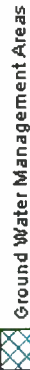
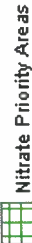
Water



Water Rights / Adjudication



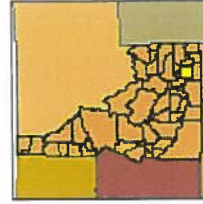
Ground Water



Eastern Snake Plain Aquifer



Water Right: 29-2470



State of Idaho
Department of Water Resources
322 East Front Street
Boise, Idaho 83720-0098
Phone: (208) 287-4800
Fax: (208) 287-6700

Scale: 1" = 1360 feet

Created: 4/9/2014 -- Persons using information from this site for official purposes, or other purposes, for which accuracy and completeness are required, are hereby notified that they should first

IDAHO Department of Water Resources Geographic Information Services

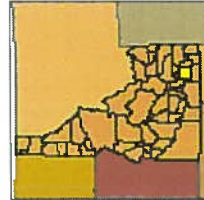
Water
● Wells

Water Rights / Adjudication
● POD - Adjudication Claims
● POD - Adjudication Recommendations
● POD - Permits
● POD - Water Rights
● POU - Adjudication Claims
● POU - Adjudication Recommendations
● POU - Permits
● POU - Water Rights

Ground Water
Areas of Drilling Concern
Contamination Area
Nitrate Priority Areas
Critical Ground Water Areas
Ground Water Management Areas

Eastern Snake Plain Aquifer
□ ESPA Boundary
□ ESPA Model Outline
□ ESPA Model Grid

Water Right: 29-2470



Slate of Idaho
Department of Water Resources
322 East Front Street
Boise, Idaho 83720-0098
Phone: (208) 287-4800
Fax: (208) 287-6700

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Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

3/16/2014

WATER RIGHT NO. 29-2470

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BLAKE JOHNSON 4751 EVANS LN ARBON, ID 83212 (208)335-2276
Original Owner	JOE M EVANS

Priority Date: 12/11/1962

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	4.22 CFS	1407 AFA
Total Diversion			4.22 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SWSWSW Lt 4|Sec. 31|Township 10S|Range 34E|POWER County

Place(s) of use:

Place of Use Legal Description: IRRIGATION POWER County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
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10S	34E	31	NENW	40	1	NWNW	34	2	SWNW	28	SENW	40
			NESW	40	3	NWSW	30	4	SWSW	31	SESW	40

Total Acres: 283

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

WATER RIGHTS PURCHASE AGREEMENT

This Agreement is dated the 30 day March of, 2014, by and between Blake Johnson, its successors and assigns ("Seller"), and Anthony Jacob Andersen, its successors and assigns ("Buyer").

RECITALS:

WHEREAS, Seller owns certain merchantable and valid water rights and

WHEREAS, Buyer desires to purchase said water rights under the terms and conditions contained herein.

WITNESSETH:

1. Agreement to Sell and Purchase Water Rights.

Pursuant to Exhibit 1, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and acquire from Seller all of Seller's right, title and interest in and to the water rights subject to the terms of this Agreement to the extent the water rights are accepted for transfer by the Idaho Department of Water Resources, State of Idaho.

2. Purchase Price and Terms.

Seller agrees to sell the water right 29-2470 (as it is known by the Idaho Department of Water Resources) to Buyer for \$9,000. This water right is for irrigation from March 15 – November 15 with a diversion rate of 4.22 CFS and 1407 AFA. The water right covers 283 acres.

3. Warranties of Seller. Seller does hereby represent, covenant and warrant to Buyer that the following are true now and will be at closing.

(a) Authority. Seller has the full right and authority to enter into this Agreement and to consummate the transactions intended in this Agreement, and no other consent to do so is required.

(b) Title to Water Rights. Seller now has, and at closing will have, good and merchantable, fee simple title to the water rights. The water rights are free and clear of all liens, security interests, mortgages, pledges, encumbrances, ditch fees, taxes and assessments, and charges or claims of whatever nature. The water rights are in good standing with the Department of Water Resources, State of Idaho, and have not been forfeited or abandoned, and are not subject to judgment, suit, lien, receivership, or any other encumbrance whatsoever. In all cases, after the purchase, the rights of the Buyer shall be senior to the rights of the Seller.

(c) Judgments or Litigation. Seller has no knowledge of any outstanding judgments against Seller that would in any manner affect the consummation of this transaction or constitute any cloud upon the title to the water rights- Seller has no knowledge of any pending litigation, proceedings,

or investigations, or any threats of litigation, proceedings or investigations, which might result in any cloud upon the title to the water rights, or any other material change in the value of the water rights. If any judgments or lawsuits arise within 2 years of the purchase date, the seller agrees to pay for said judgments or legal fees.

(d) Continued Cooperation. Seller shall, within reason, cooperate with Buyer before, during and after closing to effectuate the transactions contemplated in this Agreement including, without limitation, the execution of any documents or the taking of any action (or the restraining from taking of any action) necessary or desirable to achieve the intended results herein.

4. Conditions Precedent. All obligations of Buyer to close this transaction are subject to the fulfillment of each of the following conditions before or at closing:

(a) Seller's Compliance. Seller will have performed and complied with all agreements and conditions required herein. Seller understands and agrees that it may be necessary to execute and file certain documents with the Government Authorities, and the County Clerk's Office, State of Idaho, prior to closing, and Seller agrees to sign any such documents requested for filing by Buyer.

(b) Proof of Title. Within one (1) weeks after the execution of this Agreement, Seller shall provide Buyer a proposed form of deed transferring the water rights to Buyer, and a complete copy of the document concerning the water rights, if any. Seller shall take all other action necessary to provide documentation reasonably requested by Buyer to prove or support the free and clear title and validity of the water rights.

5. Closing. Closing of this transaction shall be at a mutually agreed upon location.

6. Miscellaneous Provisions.

(a) Additional Documentation. Any other documentation that maybe required closing and consummating the transaction after the signing of this Agreement shall be made and delivered by the parties as required.

(b) Indemnification. Seller and Buyer have no broker, and neither shall be held liable for any brokerage fees. Seller shall each indemnify and hold the Buyer harmless from and against any and all claims, demands, causes of action, debt or liabilities arising out of or on account of any breach of any provision of this Agreement including, without limitation, the making of a false representation or breach of any covenant or warranty contained herein.

(d) Binding Effect. All of the agreements between the parties shall be binding upon and inure to the benefit of the parties, their successors, personal representative, heirs or assigns.

(e) Captions. The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provisions hereof.

(f) Attorney's Fees. Buyer and Seller shall be responsible for any fees or costs of their respective attorneys and consultants, and for any attorney's and consultants fees incurred by them in the enforcement of any of the terms and provisions of this Agreement, or in connection with any of the water rights described herein.

(g) Entire Agreement. This Agreement merges all previous negotiations between the parties hereto and constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof. No alteration, modification, or amendment hereto shall be valid except in writing and when signed by the parties.

8. Representations. All statements contained in this Agreement or any other instrument delivered by or on behalf of Seller as provided in this Agreement, or in connection with this transaction, will be deemed representations and warranties by Seller as provided in this Agreement. All representations, warranties, indemnities, and agreements made by Seller or Buyer in this Agreement shall survive closing.

SELLER: Blake Johnson,
Blake Johnson

BUYER: Anthony Jacob Andersen 30-March-2014
Anthony Jacob Andersen

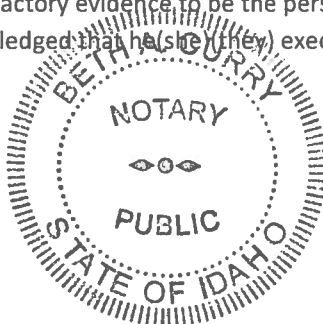
By: _____
(Name & Title) Date

State of Idaho)
) S.S.

County of Power)

On this 30th day of March, in the year 2014, before me

Beth A Curry, personally appeared Anthony J. Andersen & Blake Johnson, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledged that he (she) (they) executed the same.



Beth A. Curry
Notary Public Carbon, Id.

My Commission Expires on 8/12/2016

EXHIBIT A

The current right (water right number: 29-2470) is the right to water 283 acres and to put on a total of 1407 Acre Feet of water at a diversion rate of 4.22 CFS.

Buyer is purchasing the entire water right (Excluding purchase of any land with it).