

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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DEC 20 2013

Department of Water Resources
Eastern 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.

aberndeen american falls GW

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
29-13708 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: W Lynn Andersen
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
- | | | | |
|-----------------------|-----------------------------|-----------|--------------|
| <u>1170 Lusk Loop</u> | <u>Arbon</u> | <u>ID</u> | <u>83212</u> |
| Mailing address | City | State | ZIP |
| <u>208-932-4040</u> | <u>ajandersen@gmail.com</u> | | |
| 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: 12-14-2013

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.

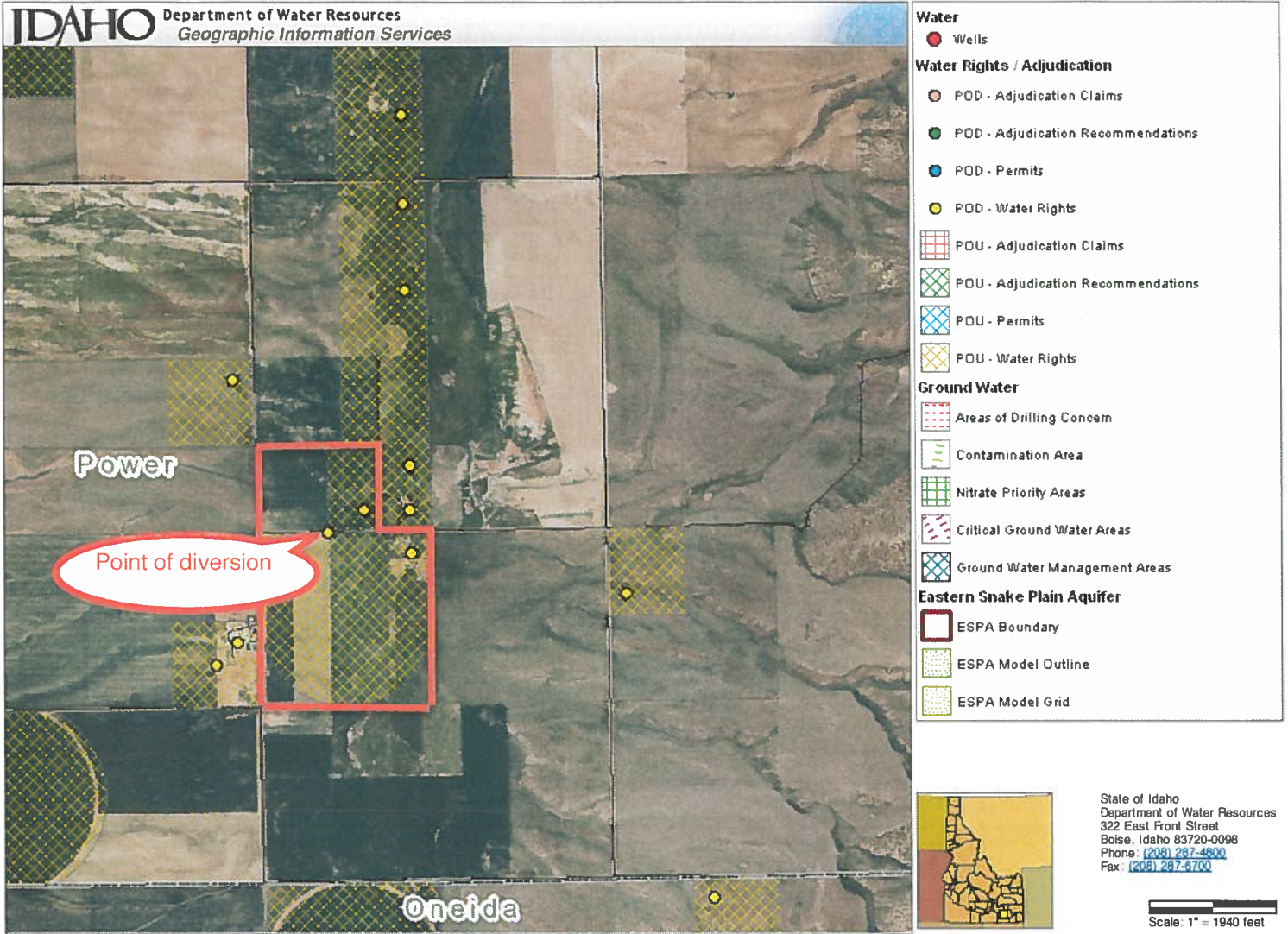
7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no 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: *A. Jacob Andersen* *Self* *12-14-2013*
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 *JLB* Date *12/20/2013* Receipt No. *E039388* Receipt Amt. *\$25 -*
Approved by *JLB* Processed by *JLB* Date *1/2/2014*



Created: 12/17/2013 -- 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 verify the information with the public records or other primary sources from which the information was obtained.

CONTRACT FOR THE SALE OF WATER

Paragraph 1. W Lynn Andersen, hereinafter referred to as Seller, and A Jacob Andersen, hereinafter referred to as Buyer, hereby agree on this 14 day of December, in the year 2013, to the following terms.

A. Identities of the Parties

Paragraph 2. Seller, whose business address is 1258 Andersen Rd, in the city of Arbon, state of Idaho, is in the business of Farming. Buyer, whose business address is 1170 Lusk Loop, in the city of Arbon, state of Idaho, is in the business of Farming.

B. Description of the Goods

Paragraph 3. Seller agrees to transfer and deliver to Buyer, on or before 12-14-2013, the below-described goods:

WATER RIGHT NO. 29-13708

Priority Date: 02/15/1962

Status: Active

Total Acres: 154.7

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	1.3 CFS	619 AFA

C. Buyer's Rights and Obligations

Paragraph 4. Buyer agrees to accept the goods and pay for them according to the terms set out below.

Paragraph 5. Buyer agrees to pay for the goods:

- In installments, as billed by Seller, and subject to the separate installment sale contract of 12-14-2013 between Seller and Buyer.

Paragraph 6. Goods are deemed received by Buyer upon delivery to Buyer's address as set forth above.

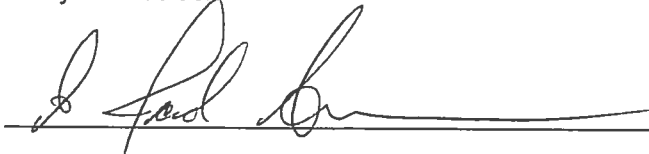
D. Seller's Obligations

Paragraph 7. Until received by Buyer, all risk of loss to the above-described goods is borne by Seller.

Paragraph 8. Seller warrants that the goods are free from any and all security interests, liens, and encumbrances.



W. Lynn Andersen

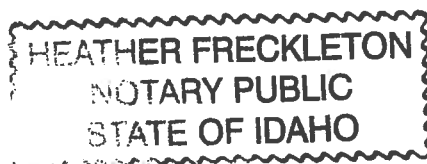


A. Jacob Andersen

(Seller) **STATE OF IDAHO)**
COUNTY OF BANNOCK)

On this 19 day of Dec, in the year of 2013
before me Heather Freckleton, proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s)
is (are) subscribed in the within instrument, and
acknowledge that he (she) (they) executed the same.

(Seller) 
Notary Public
My Commission Expires on May 1, 2017



Payment Agreement for Water Right Purchase

I, A. Jacob Andersen, agree to purchase water right WATER RIGHT NO. 29-13708
from W. Lynn Andersen on 12-14-2013 under the following payment terms.

Total Loan: \$77,350

Annual Payment: \$7,964.17

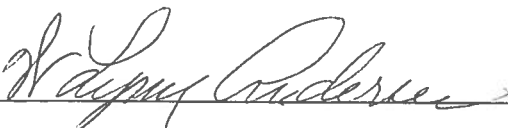
Date of first payment: 12-14-2013

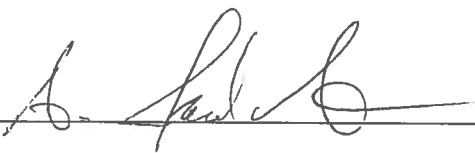
Date of last payment: 12-14-2027

Amortized as shown:

Number	Interest Payment	Principal Payment	Balance
1	4,641.00	3,323.17	74,026.83
2	4,441.61	3,522.56	70,504.27
3	4,230.26	3,733.91	66,770.36
4	4,006.22	3,957.95	62,812.41
5	3,768.74	4,195.43	58,616.98
6	3,517.02	4,447.15	54,169.83
7	3,250.19	4,713.98	49,455.85
8	2,967.35	4,996.82	44,459.03
9	2,667.54	5,296.63	39,162.41
10	2,349.74	5,614.43	33,547.98

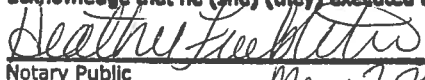
11	2,012.88	5,951.29	27,596.69
12	1,655.80	6,308.37	21,288.32
13	1,277.30	6,686.87	14,601.45
14	876.09	7,088.08	7,513.37
15	450.80	7,513.37	0.00
16	0.00	0.00	0.00


 _____ (Seller)
 W. Lynn Andersen


 _____ (Seller)
 A. Jacob Andersen

STATE OF IDAHO)
 COUNTY OF BANNOCK)

On this 19 day of Dec, in the year of 2013
 before me Heather Freckleton, personally appeared
 _____, proved to me on the basis of
 satisfactory evidence to be the person(s) whose name(s)
 is (are) subscribed in the within instrument, and
 acknowledge that he (she) (they) executed the same.


 Notary Public
 My Commission Expires on May 2, 2017

