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DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
WATER RESOURCE BOARD

**WATER SUPPLY BANK
REQUEST TO RELEASE OR LEASE TERM EXTENSION FORM**

This form is a statement that the lessor requests a change in the status of a Water Supply Bank ("Bank") lease for the water right identified below. A water right will remain in the Bank for the accepted lease period unless released earlier by the Water Resource Board or until the lessor submits a request in writing to the Department of Water Resources to release the right from the Bank. If a water right is currently rented, the portion of the right being rented must remain in the Bank for the duration of the rental agreement.

Water Right No: 61-12265, 61-12267 Telephone No: 208-366-2540

Name(s) of Lessor: William Van Handel

Mailing Address: PO Box 231

City: Mountain Home State: ID Zip: 83647

REQUEST TO RELEASE A WATER RIGHT FROM THE BANK:

Requested Release Date: Immediately

Release all or part of the leased portion of the water right: All ☒ Part ☐

*If releasing only part of the leased portion, please attach a clear description of the portion to remain in the Bank.

The lessor requests that the above water right be released from the Bank on the date referenced above.

William Van Handel WILLIAM VAN HANDEL 9-5-2011
Signature of Lessor Printed Name and Title* Date

Signature of Lessor Printed Name and Title* Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney

REQUEST TO EXTEND THE TERM OF LEASE:

Current Expiration Date: _____

Requested Expiration Date: _____

If extending the lease term for only part of the leased portion, attach a clear description of the portion to remain in the Bank.

Extend lease term for all or part of the leased portion of the water right: All ☐ Part ☐

* All lease extension request forms must be signed and submitted with the following REQUIRED items:

1. Plat map, survey map or aerial photograph clearly showing the specific acres proposed to be idled by this lease application.
2. Filing fee of \$250.00. If you are submitting more than one lease application and the rights have a common place of use or common diversion rate or common diversion volume, the combined maximum fee is \$500.00.

For Department use: Receipt No. _____

The lessor requests that the above water right remain in the Bank through the date referenced above.

Signature of Lessor Printed Name and Title* Date

Signature of Lessor Printed Name and Title* Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney

Mail to: Idaho Department of Water Resources, P.O. Box 83720, Boise, ID 83720-0098

AGREEMENT FOR THE PURCHASE AND SALE OF WATER RIGHTS

THIS AGREEMENT, entered into this 24 September 2010, by and between M. PETER NIELSEN and CONNIE S. NIELSEN, husband and wife, (hereinafter referred to as "SELLER"), and William Van Handel (hereinafter referred to as "BUYER").

WITNESSES

For and in consideration of the mutual covenants herein contained, SELLER hereby grants to BUYER the exclusive right to purchase 2 Acres of water rights under Idaho State Water Right Numbers, ~~61-12231 and 61-12232~~ 61-12231 and 61-12232 for the sum of Five Thousand Dollars + 00/100 (\$5000.00), in Federal Reserve Note Dollars, (hereinafter referred to as "FRND"). Said sale of water rights will need the approval of the Idaho Department of Water Resources (hereinafter referred to as "IDWR") to transfer said water rights for use on BUYER'S property located in Elmore County of the State of Idaho at Mountain Home - Idaho.

Upon the execution of this Agreement, BUYER and SELLER shall deposit the purchase price of \$ 5000.00, in FRND in a safe deposit box in the U S BANK located in Mountain Home, Idaho. Upon notification by the SELLER to the BUYER the SELLER reserves the right to exchange the \$ 5000.00, in FRND or a part thereof for the equivalent amount of Silver or Gold or a combination of Silver and Gold at spot price in FRND which will be stored in the same safe deposit box. Both SELLER and BUYER at mutually agreed times will go together to inspect the contents in the safe deposit box to insure that the original amount of FRND or the equivalent amount of Silver or Gold or FRND or combination thereof is being stored in the safe deposit box. Upon approval of the transfer contemplated herein; by the IDWR, then the SELLER shall receive all the stored FRND, Silver and Gold from the safe deposit box.

This Agreement is contingent upon approval by the IDWR of the water right transfer contemplated herein, and in event that approval is denied, then this Agreement shall become null and void and of no further force and effect, the BUYER shall have no further obligations hereunder, and the original amount of \$ 5000.00 FRND shall be returned to the BUYER.

IN WITNESS WHEREOF the SELLER and BUYER have hereunto affixed their signatures on the day and date first above written.

"SELLER"

M. Peter Nielsen
M. Peter Nielsen

and

Connie S. Nielsen
Connie S. Nielsen

"BUYER"

William J. Van Handel
William J. Van Handel

and

N/A

X-fer 76960

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