

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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NOV 08 2023

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FEB 02 2024

WATER RESOURCES
WESTERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPT. OF WATER RESOURCES

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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-11721	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: RIVERVIEW

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): JAN Legacy Trust

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ orMailing address 4150 CORVUS, Ste 250City OntarioState INZip 47164Telephone 208-919-4933Email James@KoenigVineyards.com

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: 7/11/23

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
 o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

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.

8. Signature: James McDerene

Signature of new owner/claimant

Owner

Title, if applicable

11/8/23

Date

Print name

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

Print name

For IDWR Office Use Only:

Received by CC Date 11-8-23Receipt No. W051647Receipt Amt. \$25.00Active 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 _____

Approved by _____

Processed by JMDate 3-11-24

RECEIVED

Mar 07, 2024

DEPARTMENT OF
WATER RESOURCES



610 S. Kimball Avenue
Caldwell, ID 83605

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 831315 TK/SM

2023-022168
RECORDED
07/12/2023 01:40 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=6 TYOUREN \$15.00
TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

WARRANTY DEED

For Value Received **Winter Hills Investments, LLC**
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Paul M. Mulder, Trustee of the The JAN Legacy Trust 1, under Trust Agreement dated December 30, 2011

hereinafter referred to as Grantee, whose current address is C/O Genske, Mulder & Co., LLP 4150
Concourse, Ste. 250 Ontario, CA 91764

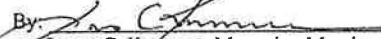
The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), that the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: June 23, 2023

Winter Hills Investments, LLC

By: 
James C. Kvamme, Managing Member

By: 
Robert Brian Burnett, Managing Member

State of Idaho, County of Ada

This record was acknowledged before me on 7/11/23 by James Craig Kvamme
and Robert Brian Burnett, as managing members of Winter Hills Investments, LLC.

Kim Geis
Signature of notary public
Commission Expires: _____



EXHIBIT A

PARCEL 1:

The Northeast Quarter of the Northwest Quarter of Section 36, Township 3 North, Range 4 West of the Boise Meridian, Canyon County, Idaho.

EXCEPT: That portion conveyed to the Canyon County Highway District by Warranty Deed and Acceptance recorded October 13, 2010 as Instrument No. 2010048183, records of Canyon County, Idaho, more particularly described as follows:

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 36, Township 3 North, Range 4 West of the Boise Meridian, Canyon County, Idaho and more particularly described as follows:

COMMENCING at the northeast corner of said NE 1/4 of the NW 1/4; thence along the east boundary of said NE 1/4 of the NW 1/4;
S 00° 03' 49" W a distance of 25.00 feet to the POINT OF BEGINNING; thence continuing along the east boundary of said NE 1/4 of the NW 1/4;
S 00° 03' 49" W a distance of 15.00 feet; thence parallel to and 40 feet from the north boundary of said NE 1/4 of the NW 1/4;
S 89° 49' 33" W a distance of 1320.90 feet to a point on the west boundary of said NE 1/4 of the NW 1/4; thence along the west boundary of said NE 1/4 of the NW 1/4;
N 00° 05' 21" E a distance of 15.00 feet; thence parallel to and 25 feet from the north boundary of said NE 1/4 of the NW 1/4;
N 89° 49' 33" E a distance of 1320.90 feet to the POINT OF BEGINNING.

ALSO EXCEPT: That portion conveyed to the Canyon County Highway District by Warranty Deed and Acceptance recorded October 13, 2010 as Instrument No. 2010048184, records of Canyon County, Idaho, more particularly described as follows:

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 36, Township 3 North, Range 4 West of the Boise Meridian, Canyon County, Idaho and more particularly described as follows:

BEGINNING at the northeast corner of said NE 1/4 of the NW 1/4; thence along the east boundary of said NE 1/4 of the NW 1/4;
S 00° 03' 49" W a distance of 25.00 feet; thence parallel to and 25 feet from the north boundary of said NE 1/4 of the NW 1/4;
S 89° 49' 33" W a distance of 1320.90 feet to a point on the west boundary of said NE 1/4 of the NW 1/4; thence along the west boundary of said NE 1/4 of the NW 1/4;
N 00° 05' 21" E a distance of 25.00 feet to the northwest corner of said NE 1/4 of the NW 1/4; thence along the north boundary of said NE 1/4 of the NW 1/4;
N 89° 49' 33" E a distance of 1320.90 feet to the POINT OF BEGINNING.

PARCEL 2:

This parcel is the Southeast Quarter of the Northwest Quarter of Section 36, Township 3 North, Range 4 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of said Southeast Quarter of the Northwest Quarter; thence South 00° 03' 49" West along the East boundary of said Southeast Quarter of the Northwest Quarter a distance of 1317.06 feet to the Southeast corner of said Southeast Quarter of the Northwest Quarter; thence South 89° 58' 17" West along the South boundary of said Southeast Quarter of the Northwest Quarter a distance of 1322.06 feet to the Southwest corner of said Southeast Quarter of the Northwest Quarter; thence North 00° 05' 21" East along the West boundary of said Southeast Quarter of the Northwest Quarter a distance of 1315.33 feet to the Northwest corner of said Southeast Quarter of the Northwest Quarter; thence North 89° 53' 47" East along the North boundary of said Southeast Quarter of the Northwest Quarter a distance of 1321.48 feet to the POINT OF BEGINNING.

EXCEPT:

This parcel is a portion of the SW1/4 NE1/4 and the SE1/4 NW1/4 of Section 36 in Township 3 North, Range 4 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southwest corner of said SW1/4 NE1/4, (C ¼ Corner, Section 36), a found 5/8 inch diameter rebar;
thence North 89°58'06" East along the South boundary of the SW1/4 NE1/4 a distance of 720.00 feet to the TRUE POINT OF BEGINNING, a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence North 00°08'10" East a distance of 364.22 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence North 71°21'53" West a distance of 137.12 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence Southwesterly a distance of 209.22 feet along the arc of a curve to the right, having a radius of 70.00 feet and a central angle of 171°14'57" and a long chord which bears South 87°35'08" West a distance of 139.59 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence Northwesterly a distance of 19.64 feet along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 56°15'04" and a long chord which bears North 34°54'55" West a distance of 18.86 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence North 63°02'27" West a distance of 274.34 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence Northwesterly a distance of 903.51 feet along the arc of a curve to the right having a radius of 1530.00 feet and a central angle of 33°50'06" and a long chord which bears North 46°07'24" West a distance of 890.44 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence North 29°12'21" West a distance of 179.33 feet to a point on the North boundary of the SE1/4 NW1/4 a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence North 89°53'46" East along said North boundary a distance of 534.68 feet to the Northeast corner of the SE1/4 NW1/4, a found 5/8 inch diameter rebar;
thence North 89°52'45" East along the North boundary of the SW1/4 NE1/4 a distance of 1321.70 feet to the Northeast corner of the SW1/4 NE1/4, a found 5/8 inch diameter rebar;
thence South 00°03'08" West along the East boundary of the SW1/4 NE1/4 a distance of 1319.12 feet to the Southeast corner of the SW1/4 NE1/4, a found 5/8 inch diameter rebar;
thence South 89°58'06" West along the South boundary of the SW1/4 NE1/4 a distance of 601.96 feet to the TRUE POINT OF BEGINNING.

Parcel 2a:

Includes the use of a 30.00 foot wide agricultural ingress-egress easement along the East boundary of the Northeast Quarter of the Northwest Quarter of said Section 36.

Parcel 3:

This parcel is the Southwest Quarter of the Northeast Quarter of Section 36, Township 3 North, Range 4 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of said Southwest Quarter of the Northeast Quarter; thence South 00° 03' 08" West along the East boundary of said Southwest Quarter of the Northeast Quarter a distance of 1319.12 feet to the Southeast corner of said Southwest Quarter of the Northeast Quarter; thence South 89° 58' 05" West along the South boundary of said Southwest Quarter of the Northeast Quarter a distance of 1321.96 feet to the Southwest corner of said Southwest Quarter of the Northeast Quarter; thence North 00° 03' 49" East along the West boundary of said Southwest Quarter of the Northeast Quarter a distance of 1317.06 feet to the Northwest corner of said Southwest Quarter of the Northeast Quarter; thence North 89° 52' 45" East along the North boundary of said Southwest Quarter of the Northeast Quarter a distance of 1321.70 feet to the POINT OF BEGINNING.

EXCEPT:

This parcel is a portion of the SW1/4 NE1/4 and the SE1/4 NW1/4 of Section 36 in Township 3 North, Range 4 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southwest corner of said SW1/4 NE1/4, (C ¼ Corner, Section 36), a found 5/8 inch diameter rebar;

thence North 89°58'06" East along the South boundary of the SW1/4 NE1/4 a distance of 720.00 feet to the TRUE POINT OF BEGINNING, a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
 thence North 00°08'10" East a distance of 364.22 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
 thence North 71°21'53" West a distance of 137.12 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
 thence Southwesterly a distance of 209.22 feet along the arc of a curve to the right, having a radius of 70.00 feet and a central angle of 171°14'57" and a long chord which bears South 87°35'08" West a distance of 139.59 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
 thence Northwesterly a distance of 19.64 feet along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 56°15'04" and a long chord which bears North 34°54'55" West a distance of 18.86 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
 thence North 63°02'27" West a distance of 274.34 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
 thence Northwesterly a distance of 903.51 feet along the arc of a curve to the right having a radius of 1530.00 feet and a central angle of 33°50'06" and a long chord which bears North 46°07'24" West a distance of 890.44 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
 thence North 29°12'21" West a distance of 179.33 feet to a point on the North boundary of the SE1/4 NW1/4 a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
 thence North 89°53'46" East along said North boundary a distance of 534.68 feet to the Northeast corner of the SE1/4 NW1/4, a found 5/8 inch diameter rebar;
 thence North 89°52'45" East along the North boundary of the SW1/4 NE1/4 a distance of 1321.70 feet to the Northeast corner of the SW1/4 NE1/4, a found 5/8 inch diameter rebar;
 thence South 00°03'08" West along the East boundary of the SW1/4 NE1/4 a distance of 1319.12 feet to the Southeast corner of the SW1/4 NE1/4, a found 5/8 inch diameter rebar;
 thence South 89°58'06" West along the South boundary of the SW1/4 NE1/4 a distance of 601.96 feet to the TRUE POINT OF BEGINNING.

PARCEL 4:

This parcel is a portion of the SW1/4 NE1/4 and the SE1/4 NW1/4 of Section 36 in Township 3 North, Range 4 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southwest corner of said SW1/4 NE1/4, (C ¼ Corner, Section 36), a found 5/8 inch diameter rebar;
 thence North 89°58'06" East along the South boundary of the SW1/4 NE1/4 a distance of 720.00 feet to the TRUE POINT OF BEGINNING, a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
 thence North 00°08'10" East a distance of 364.22 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
 thence North 71°21'53" West a distance of 137.12 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
 thence Southwesterly a distance of 209.22 feet along the arc of a curve to the right, having a radius of 70.00 feet and a central angle of 171°14'57" and a long chord which bears South 87°35'08" West a distance of 139.59 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
 thence Northwesterly a distance of 19.64 feet along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 56°15'04" and a long chord which bears North 34°54'55" West a distance of 18.86 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
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 thence North 29°12'21" West a distance of 179.33 feet to a point on the North boundary of the SE1/4 NW1/4 a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
 thence North 89°53'46" East along said North boundary a distance of 534.68 feet to the Northeast corner of the SE1/4 NW1/4, a found 5/8 inch diameter rebar;
 thence North 89°52'45" East along the North boundary of the SW1/4 NE1/4 a distance of 1321.70 feet to the Northeast corner of the SW1/4 NE1/4, a found 5/8 inch diameter rebar;
 thence South 00°03'08" West along the East boundary of the SW1/4 NE1/4 a distance of 1319.12 feet to the Southeast corner of the SW1/4 NE1/4, a found 5/8 inch diameter rebar;

thence South $89^{\circ}58'06''$ West along the South boundary of the SW1/4 NE1/4 a distance of 601.96 feet to the TRUE POINT OF BEGINNING.

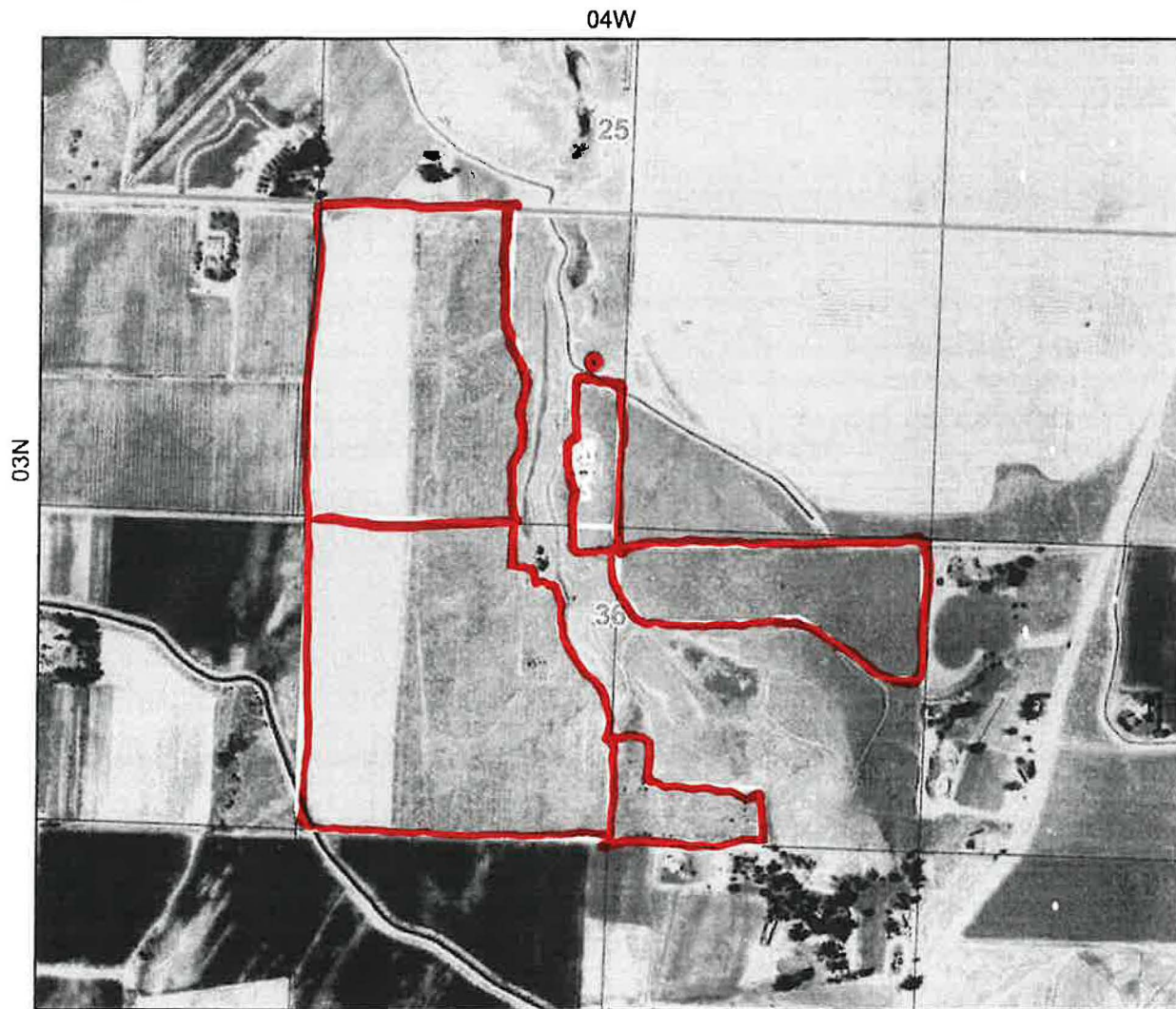
State of Idaho
Department of Water Resources

Water Right

63-11721

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



- ⊙ Point of Diversion
- Place Of Use Boundary

- Townships
- PLS Sections
- Quarter Quarters

0 0.075 0.15 0.3 Miles





IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

March 12, 2024

JAN LEGACY TRUST
4150 CONCOURS STE 250
ONTARIO CA 91764-5915

Re: Change in Ownership for Water Right No(s): **63-11721**

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned 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 Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

3/11/2024

Water Right 63-11721

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JAN LEGACY TRUST 4150 CONCOURS STE 250 ONTARIO, CA 91764-5915 james@koenigvineyards.com
Original Owner	GREEN ACRES FARMS 14501 LOCUST LN NAMPA, ID 83686 (208) 467-6195
Previous Owner	RIVERVIEW PROPERTIES LLC 13577 WALKER LAKE RD CALDWELL, ID 83607-9631 (208) 459-7098

Priority Date: 3/19/1992

Basis: License

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	03/01	11/15	1.600 CFS	
	<u>Total Diversion</u>		1.600 CFS	

Source and Point(s) of Diversion:
GROUND WATER NENW Sec. 36, Twp 03N, Rge 04W, CANYON County

Place Of Use:
IRRIGATION within CANYON County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	04W	36			15.6		28.5			36.0									80.1

Right Acre Limit: 80.10
POU Total Acres: 80.1

Conditions of Approval:

1. Water bearing zone to be appropriated is 350 to 450 feet.
2. 065 The right holder shall make full beneficial use of all surface water rights

Proof Report

available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.

- | | | |
|----|-----|--|
| 3. | 104 | If the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use, this right to divert groundwater shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required. |
| 4. | WB7 | This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor exceed a combined annual maximum diversion volume of 360.5 af at the field headgate for the lands above. |
| 5. | R61 | This right when combined with all other rights shall provide no more than 4.5 afa per acre at the field headgate for irrigation of the lands above. |

Dates and Other Information:

Licensed Date: 9/20/2004

Water District Number: NWD

Generic Max Rate Per Acre: 0.020

Generic Max Volume Per Acre: 4.5

Mitigation Plan: False

Combined Use Limits:**Rate**

1.600

Volume**Acres****Water Rights**

63-8688 ,63-30993 ,63-11721

SubCase:

N/A

Water Supply Bank:

N/A

Mansfield, Debra

From: James Nederend <james@koenigvineyards.com>
Sent: Thursday, March 7, 2024 10:44 AM
To: IDWR File
Subject: Re: Change in Water Right Ownership for Water Right 63-11721
Attachments: 712 831315_Paul M. Mulder, Trustee of the The JAN Legacy Trust 1.pdf; Jan Legacy Trust - IDWR Letter.pdf

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi There,

I recently submitted a change of ownership for water rights and needed to file an updated deed. Please see attached along with the original letter from IDWR.

Our contact was Debra Mansfield Debra.Mansfield@idwr.idaho.gov

Thank you,

James Nederend
Koenig Vineyards
208-919-4833

On Mar 7, 2024, at 10:34 AM, Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov> wrote:

Hello James,

My apologies! I typed out the wrong domain. The email is file@idwr.idaho.gov

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

From: James Nederend <james@koenigvineyards.com>
Sent: Thursday, March 7, 2024 10:32 AM

To: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>

Subject: Re: Change in Water Right Ownership for Water Right 63-11721

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Debra,

Thank you for the email. I have tried emailing the deed to file@idwr.idaho.com but I keep getting the email kicked back. Is there another address I can send it to?

Thank you,

James Nederend
Koenig Vineyards
208-919-4833

On Feb 13, 2024, at 11:09 AM, Mansfield, Debra
<Debra.Mansfield@idwr.idaho.gov> wrote:

Hello,

Please see the attached letter regarding your Notice of Change in Water Right Ownership for water right 63-11721. I have also attached a copy of the received Real Estate Purchase & Sale Agreement for your reference.

You may submit any needed documentation electronically to: file@idwr.idaho.com. I am not able to receive documents through this email address, however please let me know if you have any questions.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

<Jan Legacy Trust - IDWR Letter.pdf><Jan Legacy Trust - Purchase & Sale Agreement.pdf>



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098

Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

February 14, 2024

RECEIVED

Mar 07, 2024

JAN LEGACY TRUST
4150 CONCOURS STE 250
ONTARIO CA 91764-5915

DEPARTMENT OF
WATER RESOURCES

RE: Change in Ownership for Water Right No(s): **63-11721**

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice)

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

During our review of the documentation you submitted we found that we will need further evidence of water right ownership to proceed. The Real Estate Purchase and Sale Agreement we received is not an acceptable document for this process. The documentation may be in the form of a deed, court decree or other conveyance document. If you are submitting a quitclaim deed and the grantor's name does not match the water right holder of record, you will need to provide a chain of title that goes back to the water right holder/claimant of record. You may obtain this information from the assessor's office in the county where the property is located. Items that are not conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices.

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield

Technical Records Specialist 1

Enclosure(s)

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

2/13/2024

Water Right 63-11721

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RIVERVIEW PROPERTIES LLC 13577 WALKER LAKE RD CALDWELL, ID 83607-9631 (208) 459-7098

Original Owner	GREEN ACRES FARMS 14501 LOCUST LN NAMPA, ID 83686 (208) 467-6195
----------------	---

Priority Date: 3/19/1992

Basis: License

Status: Active

Source
GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/01	11/15	1.600 CFS	
	<u>Total Diversion</u>		1.600 CFS	

Source and Point(s) of Diversion:

GROUND WATER	NENW	Sec. 36, Twp 03N, Rge 04W, CANYON County
--------------	------	--

Place Of Use:

IRRIGATION within CANYON County

				NE					NW					SW					SE	
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals	
03N	04W	36			15.6		28.5			36.0									80.1	

Right Acre Limit: 80.10
POU Total Acres: 80.1

Conditions of Approval:

1. Water bearing zone to be appropriated is 350 to 450 feet.
2. 065 The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.

Proof Report

- | | | |
|----|-----|--|
| 3. | 104 | If the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use, this right to divert groundwater shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required. |
| 4. | WB7 | This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor exceed a combined annual maximum diversion volume of 360.5 af at the field headgate for the lands above. |
| 5. | R61 | This right when combined with all other rights shall provide no more than 4.5 afa per acre at the field headgate for irrigation of the lands above. |

Comments:

1 dnelson 9/15/2004 Field Report Narrative

The water for this permit is diverted from the well by a 60 Hp pump into a mainline. The mainline travels over a lateral to a cement vault. The water in the mainline can then be open discharged into the vault or diverted directly into the intake line of a 75 Hp booster pump. The booster pump picks up water from the vault or directly from the pump, and delivers it to a mainline system that supplies sprinklers irrigating the fields described in the place of use. Wilder Irrigation District water is delivered to the vault by a headgate and gravity flow. The mainline travels southward along the edge of the west field for approximately 3/8 of a mile and cuts along the edge of the L shaped field in the SWNE tract. The section mainline intersects the first mainline approximately 1/8 of a mile from the vault. This mainline runs east and west parallel to the ¼ ¼ line. Approximately ½ way through into the SWNE ¼ ¼ the mainline turns due south and cuts through the middle of the northern field in the SWNE for approximately 350 ft to the southern edge of the field. At the southern edge of the field the mainline turns east again and follows the contour of the field to irrigate the bottom end of the field. Wilder Irrigation District water supplies the surface water for this farm. This water right is supplemental to the canal company water. There are also 3 domestic water rights listed in the overlap for the owners homes. These rights should not prevent the licensing of this permit.

Dates and Other Information:

Licensed Date: 9/20/2004

Water District Number: NWD

Generic Max Rate Per Acre: 0.020

Generic Max Volume Per Acre: 4.5

Mitigation Plan: False

Combined Use Limits:**Rate**

1.600

Volume**Acres****Water Rights**

63-8688 ,63-30993 ,63-11721

SubCase:

N/A

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

2/13/2024

N/A



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098

Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

February 14, 2024

JAN LEGACY TRUST
4150 CONCOURS STE 250
ONTARIO CA 91764-5915

RE: Change in Ownership for Water Right No(s): **63-11721**

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice)

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

During our review of the documentation you submitted we found that we will need further evidence of water right ownership to proceed. The Real Estate Purchase and Sale Agreement we received is not an acceptable document for this process. The documentation may be in the form of a deed, court decree or other conveyance document. If you are submitting a quitclaim deed and the grantor's name does not match the water right holder of record, you will need to provide a chain of title that goes back to the water right holder/claimant of record. You may obtain this information from the assessor's office in the county where the property is located. Items that are **not** conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices.

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield

Technical Records Specialist 1

Enclosure(s)

Mansfield, Debra

From: Mansfield, Debra
Sent: Tuesday, February 13, 2024 11:09 AM
To: 'james@koenigvineyards.com'
Subject: RE: Change in Water Right Ownership for Water Right 63-11721
Attachments: Jan Legacy Trust - IDWR Letter.pdf; Jan Legacy Trust - Purchase & Sale Agreement.pdf

Hello,

Please see the attached letter regarding your Notice of Change in Water Right Ownership for water right 63-11721. I have also attached a copy of the received Real Estate Purchase & Sale Agreement for your reference.

You may submit any needed documentation electronically to: file@idwr.idaho.com. I am not able to receive documents through this email address, however please let me know if you have any questions.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov



RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

JANUARY
2023
EDITION



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.
NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

ID# Symms-Nederend DATE 05/05/2023

LISTING AGENCY White Barn Real Estate Office Phone # 208-412-9803 Fax # _____
Listing Agent April Wilke E-Mail april@mywhitebarn.com Phone # 208-941-1839
SELLING AGENCY White Barn Real Estate Office Phone # _____ Fax # _____
Selling Agent Matt Wilke E-Mail matt@mywhitebarn.com Phone # _____

1. BUYER: James Aaron Nederend & Sydney Joan Nederend and or assigns
(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" **COMMONLY KNOWN AS** TBD Symms Road
Caldwell City Canyon County, ID, Zip 83607 legally described as: _____

OR Legal Description Attached as exhibit A (Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)

2. \$ 2,900,000.00 **PURCHASE PRICE:** Two Million Nine Hundred Thousand **DOLLARS,**
payable upon the following **TERMS AND CONDITIONS** (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☒ No

3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.

(A) \$ 29,000.00 **EARNEST MONEY:** Twenty-Nine Thousand **DOLLARS**

BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

<u>Evidenced by:</u>	<u>Held By:</u>	<u>Delivered:</u>	<u>Deposited:</u>
☐ Cash	☐ Responsible Broker	☐ With Offer	☒ Upon Receipt and Acceptance
☒ Personal Check	☒ Closing Company	☒ Within <u>3</u> business days (three [3] if left blank) of acceptance.	☐ Upon Receipt Regardless of Acceptance
☐ Cashier's Check	☐ See Section 5	☐ See Section 5	☐ See Section 5
☐ Wire/Electronic Transfer			
☐ Note			
☐ See Section 5			

THE RESPONSIBLE BROKER SHALL BE: Matt Wilke

(B). **ALL CASH OFFER:** ☒ NO ☐ YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with N/A (Not Applicable). IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within N/A business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement.

(C) **Cash proceeds from another sale:** ☐ Yes ☒ No (No if left blank)

(D). \$ 2,030,000.00 **NEW LOAN PROCEEDS:** If a number greater than zero appears in the preceding blank then this Agreement is contingent upon BUYER obtaining the following financing:

FIRST LOAN of \$ 2,030,000.00 not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☒ OTHER Ag loan with interest not to exceed 7 % for a period of 30 year(s) at: ☐ Fixed Rate ☐ Other _____

SECOND LOAN of \$ _____ through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other _____

In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.

LOAN APPLICATION: BUYER ☒ has applied **OR** ☐ shall apply for such loan(s). Within 10 business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have the option to notify BUYER of any price reduction. BUYER may also waive the right to obtain a loan or apply for a loan with conditions and costs more favorable to BUYER so long as the new loan does not increase the costs or requirements to the SELLER. **FHA / VA:** If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

BUYER'S Initials (JH) (SJN) Date 05/05/2023 05/05/23 SELLER'S Initials (JCK) (_____) Date 05/07/2023

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JANUARY 2023 EDITION

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT

Page 1 of 7

This form was prepared by Matt Wilke | White Barn Real Estate Inc |



PROPERTY ADDRESS: **TBD Symms Road** **Caldwell** ID **83607** ID#: **Symms-Nederend**

condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.

6. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

(B). BUYER chooses ☒ to conduct inspections; ☐ not to conduct inspections. If BUYER chooses not to conduct inspections skip the remainder of Section 8. If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at **BUYER'S expense, hereafter referred to as the "Primary Inspection."** BUYER'S inspection of the PROPERTY includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY. Unless otherwise addressed BUYER shall, within 45 calendar days (thirty [30] if left blank) from acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER's timeframe and is irrevocable regardless of if it was provided prior to the deadline stated above. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. **No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.** BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.

(C) SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections.

2. If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

3. If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, **it shall end BUYER's timeframe for inspections and is irrevocable.** BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have 3 business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct items/conditions requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Otherwise, immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, **said response is irrevocable** without consent of BUYER and BUYER may proceed under 8(C)(4) below.

4. If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, or SELLER does not respond in writing within the strict time period specified above, then within 3 business days (three [3] if left blank) the BUYER has the option of 1) negotiating with SELLER to obtain a modification of SELLER'S response 2) proceeding with the transaction without the SELLER being responsible for correcting the disapproved items/conditions stated in that particular BUYER'S notice, or 3) giving the SELLER written notice of termination of this agreement in which case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice.

9. SELLER DISCLOSURES. Within 2 business days (two [2] if left blank) from acceptance SELLER shall disclose, and provide copies if available, to BUYER the following:

- (a) any studies and/or reports that have previously been performed in connection with or for the PROPERTY, including without limitation, environmental reports, soil studies, seismic studies, site plans and surveys;
- (b) any notices relating to a violation of applicable law including, without limitation, environmental law and laws relating to land use, zoning or compliance with building codes;
- (c) SELLER shall make available for inspection all documents in SELLER's possession relating to ownership, operation, renovation or development of the PROPERTY including: statements for real estate tax assessments and utilities for the last year; property management agreements; leases or other occupancy agreements; maintenance records, accounting records and audit records for the past year; and installment purchase contracts or leases of personal property used in connection with the PROPERTY; and
- (d) all other documents described in any Addenda or Counteroffer to this Agreement.

10. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, 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. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

11. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). PRELIMINARY TITLE COMMITMENT AND CC&Rs: Within 6 business days (six [6] if left blank) of final acceptance of all parties, ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY and a copy of any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have 2 business days (two [2] if left blank) after receipt of the preliminary commitment and CC&Rs, within which to object in writing to the condition of the title or CC&Rs as set forth in the documentation provided. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title and CC&Rs. If the title of said PROPERTY is not marketable, and cannot be made so within 2 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, or if BUYER objects to the CC&Rs, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any. Nothing contained herein shall constitute a waiver of BUYER to challenge CC&R terms directly with a homeowner's association after closing.

BUYER'S Initials (HA) (SN) Date 05/05/2023 05/05/23 SELLER'S Initials (JCK) Date 05/07/2023

PROPERTY ADDRESS: TBD Symms Road Caldwell ID 83607 ID#: Symms-Nederend

22. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

23. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, the LENDER, the Closing company, or either broker, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document. SELLER and BUYER consent to conduct the transaction referenced herein, when not prohibited by law, by and through electronic means in accordance with Idaho's Uniform Electronic Transaction Act and Idaho Code § 54-2052. Unless specifically stated otherwise, delivery of any document, notice or communication to a Broker or real estate licensee working on behalf of a party hereto, shall constitute delivery to that party.

24. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. All parties are advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. All parties agree that if any party uses, or authorizes the use of, electronic transfer of funds in a transaction all parties hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

25. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

26. ENTIRE AGREEMENT: This Agreement including any addendums or exhibits, constitutes the entire Agreement between the parties respecting the matters set forth and supersedes all prior Agreements between the parties respecting such matters. This Agreement may be modified only by a written agreement signed by each of the parties.

27. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

28. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

29. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): closing date unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs **immediately when due and regardless of transaction closing, unless otherwise indicated.** These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated below. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within 5 business days (ten [10] if left blank) prior to closing.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	X				Environmental Inspection (Phase 1)				X
Long Term Escrow Fees				X	Environmental Inspection (Phase 2)				X
Closing Escrow Fee			X		Environmental Inspection (Phase 3)				X
Survey Shall be ordered by: ☐ BUYER ☐ SELLER				X	PERC Test				X
Flood Certification/Tracking Fee	X				Zoning Variance				X
Title Ins. Standard Coverage Owner's Policy		X			Soil(s) Test(s)				X
Title Ins. Extended Coverage Lender's Policy – Mortgagee Policy	X				Hazardous Waste Report(s)				X
Additional Title Coverage	X				Domestic Well Water Potability Test Shall be ordered by: ☐ BUYER ☐ SELLER				X
Water Rights/Shares Transfer Fee	X				Domestic Well Water Productivity Test Shall be ordered by: ☐ BUYER ☐ SELLER				X
Attorney Contract Preparation or Review Fee				X	Septic Inspections Shall be ordered by: ☐ BUYER ☐ SELLER				X
					Septic Pumping Shall be ordered by: ☐ BUYER ☐ SELLER				X

Upon closing SELLER agrees to pay ☐ ____ % of the purchase price OR ☐\$ ____ (dollar amount) (N/A if left blank) as a SELLER concession. This can be used toward lender-approved BUYER'S closing costs, lender fees, and prepaid costs which include but are not limited to those items in BUYER columns marked below. This concession can also be used for any other expense not related to financing at the BUYER's discretion.

BUYER'S Initials (HW) (SJN) Date 05/05/2023 05/05/23 SELLER'S Initials (JCK) () Date 05/07/2023

PROPERTY ADDRESS: TBD Symms Road Caldwell ID 83607 ID#: Symms-Nederend

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

41. ASSIGNMENT: This Agreement and any rights or interests created herein ☒ may ☐ may not be sold, transferred, or otherwise assigned.

42. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) 05/08/23 at (Local Time in which PROPERTY is located) 6 ☐ A.M. ☒ P.M.

43. BUYER'S SIGNATURES:

☒ SEE ATTACHED BUYER'S ADDENDUM(S): 1 & 2 (two) (Specify number of BUYER addendum(s) attached.)
☒ SEE ATTACHED BUYER'S EXHIBIT(S): A, B, C, & D (four) (Specify number of BUYER exhibit(s) attached.)

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent.

Authentisign
 BUYER Signature James Aaron Nederend BUYER (Print Name) James Aaron Nederend
 Date 05/05/2023 Time 2:33 PM ☐ A.M. ☒ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail james@koenigvineyards.com
 City _____ State _____ Zip _____ Fax # _____

Authentisign
 BUYER Signature Sydney Joan Nederend BUYER (Print Name) Sydney Joan Nederend
 Date 05/05/2023 Time 2:34 PM ☐ A.M. ☒ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail sydney@koenigvineyards.com
 City _____ State _____ Zip _____ Fax # _____

44. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the _____ of the SELLER.

☒ SIGNATURE(S) SUBJECT TO ACCEPTANCE OF ATTACHED COUNTER OFFER 1 & 2 (two)
☒ COUNTER OFFER INCLUDES ATTACHED ADDENDUM(S) # _____
☒ COUNTER OFFER INCLUDES ATTACHED EXHIBIT(S) # A, B, C, & D (four)

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

Authentisign
 SELLER Signature James C Kvamme SELLER (Print Name) James C Kvamme, Manager
 Date 05/07/2023 Time 1:25 PM ☐ A.M. ☒ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail jckvamme@gmail.com
 City _____ State _____ Zip _____ Fax # _____

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature _____ SELLER (Print Name) _____
 Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE (_____) (_____) Date _____. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.



ADDENDUM # 2 (All addendums shall be numbered sequentially.)
RE-11 ADDENDUM

JANUARY 2023
EDITION



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
 IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 Today's Date: 05/05/2023

2

3 This is an **ADDENDUM** to the ☒ Purchase and Sale Agreement ☐ Other _____

4 ("Addendum" means that the information below is added material for the agreement {such as lists or descriptions} and/or means the form is

5 being used to change, correct or revise the agreement {such as modification, addition or deletion of a term}).

6

7 **AGREEMENT DATED:** 05/05/2023 **ID #** Symms-Nederend

8

9 **ADDRESS:** TBD Symms Road Caldwell **ID** 83607

10

11 **BUYER(S):** James Aaron Nederend & Sydney Joan Nederend and or assigns

12

13 **SELLER(S):** Winter Hills Investments, LLC

14

15 The undersigned parties hereby agree as follows:

16 **(Continued from Addendum #1)**

17

18 **7- Seller to allow Buyer to contact and have access to all those who have worked on this project such as engineers, surveyors,**

19 **contractors, etc. Seller to assist Buyer with setting up meeting with Superior Construction to discuss results of drill samples.**

20

21 **8- Seller is not aware of any hindrances preventing connection to Irrigation Water, or Electricity.**

22

23 **9- Seller warrants that Seller has not received any notice of any environmental, zoning or other land use proceeding against the**

24 **property, any pending or threatened special assessment affecting the property, or promised easement, covenant,**

25 **restriction, agreement or other document which affects title to the property.**

26

27 **10- Seller has no actual knowledge of any written complaints of any kind, including without limitation complaints to any**

28 **Governmental Authority, Body or Entity which is associated with the Subject property. Seller has no knowledge of any hazardous**

29 **contamination or areas of buried rubbish or underground storage tanks on the property.**

30

31 **11- Sellers agree not to extend any Lease on property past closing date without Buyers approval.**

32

33 **12- Sale to include all ground water rights and surface water appurtenant to property, including Water Right No. 63-11721 for**

34 **Irrigation. Exact amount of surface water to be determined by Wilder Irrigation District.**

35

36 **13- All items including but not limited to, Licensing, Residential Development rights, Permits and all other rights pertinent to**

37 **subject property to transfer to Buyer with the purchase of the property.**

38

39 **--End.--**

40

41

42

43

44

45

46

47

48 To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior

49 Addendums or Counter Offers, these terms shall control. **All other terms of the Purchase and Sale Agreement including all prior**

50 **Addendums or Counter Offers not modified by this ADDENDUM shall remain the same.** Upon its execution by both parties, this agreement

51 is made an integral part of the aforementioned Agreement.

52

53 **BUYER:** James Aaron Nederend **James Aaron Nederend** **Date:** 05/05/2023

54 **BUYER:** Sydney Joan Nederend **Sydney Joan Nederend** **Date:** 05/05/2023

55 **SELLER:** James C Kvamme **James C Kvamme, Manager** **Date:** 05/07/23

56

57 **SELLER:** _____ **Date:** _____

58

59

QEW
T.D.

05/05/23

SJN 05/05/23

Exhibit "A" page 2 of 3.

JCK 05/07/23

This parcel is a portion of the SW1/4 NE1/4 and the SE1/4 NW1/4 of Section 36 in Township 3 North, Range 4 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southwest corner of said SW1/4 NE1/4, (C 1/4 Corner, Section 36), a found 5/8 inch diameter rebar;
thence North 89°58'06" East along the South boundary of the SW1/4 NE1/4 a distance of 720.00 feet to the TRUE POINT OF BEGINNING, a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence North 00°08'10" East a distance of 364.22 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence North 71°21'53" West a distance of 137.12 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence Southwesterly a distance of 209.22 feet along the arc of a curve to the right, having a radius of 70.00 feet and a central angle of 171°14'57" and a long chord which bears South 87°35'08" West a distance of 139.59 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence Northwesterly a distance of 19.64 feet along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 56°15'04" and a long chord which bears North 34°54'55" West a distance of 18.86 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence North 63°02'27" West a distance of 274.34 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence Northwesterly a distance of 903.51 feet along the arc of a curve to the right having a radius of 1530.00 feet and a central angle of 33°50'06" and a long chord which bears North 46°07'24" West a distance of 890.44 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence North 29°12'21" West a distance of 179.33 feet to a point on the North boundary of the SE1/4 NW1/4 a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence North 89°53'46" East along said North boundary a distance of 534.68 feet to the Northeast corner of the SE1/4 NW1/4, a found 5/8 inch diameter rebar;
thence North 89°52'45" East along the North boundary of the SW1/4 NE1/4 a distance of 1321.70 feet to the Northeast corner of the SW1/4 NE1/4, a found 5/8 inch diameter rebar;
thence South 00°03'08" West along the East boundary of the SW1/4 NE1/4 a distance of 1319.12 feet to the Southeast corner of the SW1/4 NE1/4, a found 5/8 inch diameter rebar;
thence South 89°58'06" West along the South boundary of the SW1/4 NE1/4 a distance of 601.96 feet to the TRUE POINT OF BEGINNING.

PARCEL 3:

This parcel is the Southwest Quarter of the Northeast Quarter of Section 36, Township 3 North, Range 4 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of said Southwest Quarter of the Northeast Quarter; thence South 00° 03' 08" West along the East boundary of said Southwest Quarter of the Northeast Quarter a distance of 1319.12 feet to the Southeast corner of said Southwest Quarter of the Northeast Quarter; thence South 89° 58' 05" West along the South boundary of said Southwest Quarter of the Northeast Quarter a distance of 1321.96 feet to the Southwest corner of said Southwest Quarter of the Northeast Quarter; thence North 00° 03' 49" East along the West boundary of said Southwest Quarter of the Northeast Quarter a distance of 1317.06 feet to the Northwest corner of said Southwest Quarter of the Northeast Quarter; thence North 89° 52' 45" East along the North boundary of said Southwest Quarter of the Northeast Quarter a distance of 1321.70 feet to the POINT OF BEGINNING.

EXCEPT:

This parcel is a portion of the SW1/4 NE1/4 and the SE1/4 NW1/4 of Section 36 in Township 3 North, Range 4 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southwest corner of said SW1/4 NE1/4, (C 1/4 Corner, Section 36), a found 5/8 inch diameter rebar;
thence North 89°58'06" East along the South boundary of the SW1/4 NE1/4 a distance of 720.00 feet to the TRUE POINT OF BEGINNING, a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;
thence North 00°08'10" East a distance of 364.22 feet to a 5/8 x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

Symms Rd

JAH 05/05/23

SJN 05/05/23

Parcel 1

R3362700000

JCK 05/07/23

Parcel 4

R3362800000

Parcel 2

R3361901000

Parcel 3

R3361900000

Chicken Dinner Rd