

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 19 2025

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPT. OF WATER RESOURCES
EASTERN REGION

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?
74-629A04	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:

Michael and Dawn Richie

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Thomas and Chelsea Lindstrom

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or

58 Haynes Creek Rd

Mailing address

Salmon

City

ID

State

83467

Zip

208-869-7886/208-781-1833

Telephone

Rn.gufm@gmail.com

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:

May 07 2021

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:

[Signature]
Signature of new owner/claimant

Title, if applicable

5/14/2025
Date

Print name

- Signature:

[Signature]
Signature of new owner/claimant

Title, if applicable

5/14/2025
Date

Print name

Received by JB

Date 5/19/2025

For IDWR Office Use Only:

Receipt No. E050869

Receipt Amt. \$25.-

Active in the Water Supply Bank? Yes ☐ No ☐

If yes, forward to the State Office for processing

W-9 received? Yes ☐ No ☐

Name on W-9

Approved by JB

Processed by JB

Date 6/24/2025

TZ, CL

Instrument # 324185 # Pages: 4
LEMHI COUNTY, Idaho
May 10, 2021 2:53:00 pm Fee: \$ 15.00
For: LEMHI TITLE
BRENDA ARMSTRONG, Recorder
TMORTON, Deputy

Warranty Deed

For Value Received

Mike Richie and Dawn Richie, husband and wife

the grantor, does hereby grant, bargain, sell and convey unto

**Thomas Lane Lindstrom and Chelsea Ann Lindstrom, husband and wife,
community property, as joint tenants with rights of survivorship**

Whose current address is:

**P.O. Box 152
Garden Valley, Idaho 83622**

the grantee, the following described premises, to-wit:

See attached Exhibit "A"

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 4-27, 2021

Mike J. Richie
Mike Richie

Dawn Richie
Dawn Richie

State of Idaho)
County of Lemhi) ss

On this 27 day of Apr, 2021, before me a notary public in the above referenced state, personally appeared **Mike Richie and Dawn Richie**, known or identified to me to be the persons whose names is subscribed to the within instrument.

Angela Morton
Notary Public

Residing at: _____

Comm. Expires: _____

ANGELA MORTON
Notary Public - State of Idaho
Commission Number 20203462
My Commission Expires 09-08-2026

TZ, CL

Instrument # 324185 # Pages: 4
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May 10, 2021 2:53:00 pm Fee: \$ 15.00
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Garden Valley, Idaho 83622**

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Dated: 4-27, 2021

Mike J. Richie
Mike Richie

Dawn Richie
Dawn Richie

State of Idaho)
County of Lemhi) ss

On this 27 day of April, 2021, before me a notary public in the above referenced state, personally appeared **Mike Richie and Dawn Richie**, known or identified to me to be the persons whose names is subscribed to the within instrument.

Angela Morton
Notary Public
Residing at: _____

Comm. Expires: _____

ANGELA MORTON
Notary Public - State of Idaho
Commission Number 20203462
My Commission Expires 09-08-2026

EXHIBIT "A"

Tax # 5389

Taylor Mountain Surveying
301 Waller Street
Salmon, Idaho 83467
(208) 756-8321

PARCEL "A"

A portion of the NE1/4NE1/4 Section 36, T 20 N, R 23 E, Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Beginning at the NE Corner of said Section 36 from which the North 1/4 Corner of said Section 36 bears S89°58'46"W, 2654.35 feet the Basis of Bearing of this description, run thence S00°02'42"W, 1321.06 feet to the N 1/16th Corner of said Section 36 and Section 6, T 20 N, R 24 E, Boise Meridian;

Thence S89°55'28"W, 1327.15 feet to the NE 1/16th Corner of said Section 36;
Thence N00°02'38"E along the westerly line of said NE1/4NE1/4 Section 36, 953.35 feet;

Thence S89°34'16"E, 165.34 feet;

Thence N40°37'01"E, 125.16 feet;

Thence N05°54'34"E, 91.12 feet;

Thence N10°14'55"W, 135.35 feet to a point on the southerly right-of-way of Haynes Creek Road;

Thence along said southerly right-of-way along the arc of a curve to the left 180.84 feet having a radius of 533.39 feet, a central angle of 19°25'30" and a chord of N73°21'43"E, 179.97 feet to a point on the northerly line of said NE1/4NE1/4 Section 36;

Thence leaving said right-of-way line N89°58'46"E along said northerly line, 922.90 feet to the Point of Beginning.

Subject to a 50 foot wide ingress and egress easement described as follows:

Commencing at the NE Corner of said Section 36 run thence S89°58'46"W, 1327.17 feet to the East 1/16th Corner of Said Section 36 & 25; thence S00°02'38"W along the westerly right-of-way of said NE1/4NE1/4 Section 36, 54.10 feet to a point on the southerly right-of-way of Haynes Creek Road; thence along said southerly right-of-way the following courses;

S89°35'35"E, 163.78 feet; along the arc of a curve to the left 68.26 feet having a radius of 533.39 feet, a central angle of 07°19'57" and a chord of N86°44'26"E, 68.21 feet to the Point of Beginning of said ingress and egress easement;

Thence continuing along said southerly right-of-way along the arc of a curve to the left 50.02 feet having a radius of 533.39 feet, a central angle of 05°22'24" and a chord of N80°23'19"E, 50.00 feet;

Thence leaving said right-of-way S10°14'55"E, 141.89 feet;

Thence S05°54'34"W, 98.22 feet;

Thence N84°05'26"W, 50.00 feet;

Thence N05°54'34"E, 91.12 feet;

Thence N10°14'55"W, 135.35 feet to the Point of Beginning.

Also subject to an easement for use and maintenance of utility lines to be determined at a later date.

Also subject to an easement for the L-30 Ditch.

Said parcel contains 38.16 acres.

Zero (0) Splits remain.



ALSO:
Tax#5390

Taylor Mountain Surveying
301 Waller Street
Salmon, Idaho 83467
(208) 756-8321

PARCEL "B"

A portion of the NE1/4NE1/4 Section 36, T 20 N, R 23 E, Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Beginning at the NE Corner of said Section 36 from which the North 1/4 Corner of said Section 36 bears S89°58'46"W, 2654.35 feet the Basis of Bearing of this description, run thence S89°58'46"W, 1327.17 feet to the East 1/16th Corner of said Section 36 & 25; thence S00°02'38"W along the westerly line of said NE1/4NE1/4 Section 36, 54.10 feet to a point on the southerly right-of-way of Haynes Creek Road said point being the Point of Beginning;

Thence along said southerly right-of-way the following courses;

S89°35'35"E, 163.78 feet; along the arc of a curve to the left 68.26 feet having a radius of 533.39 feet, a central angle of 07°19'57" and a chord of N86°44'26"E, 68.21 feet;

Thence S10°14'55"E, 135.35 feet;

Thence S05°54'34"W, 91.12 feet;

Thence S40°37'01"W, 125.16 feet;

Thence N89°34'16"W, 165.34 feet to a point on the westerly line of said NE1/4NE1/4 Section 36;

Thence N00°02'38"E along said westerly line, 314.88 feet to the Point of Beginning.

Together with a 50 foot wide ingress and egress easement described as follows:

Commencing at the Point of Beginning of the above described parcel run thence along the southerly right-of-way of Haynes Creek Road the following courses;

S89°35'35"E, 163.78 feet; along the arc of a curve to the left 68.26 feet having a radius of 533.39 feet, a central angle of 07°19'57" and a chord of N86°44'26"E, 68.21 feet to the Point of Beginning of said ingress and egress easement;

Thence continuing along said southerly right-of-way along the arc of a curve to the left 50.02 feet having a radius of 533.39 feet, a central angle of 05°22'24" and a chord of N80°23'19"E, 50.00 feet;

Thence leaving said right-of-way S10°14'55"E, 141.89 feet;

Thence S05°54'34"W, 98.22 feet;

Thence N84°05'26"W, 50.00 feet;

Thence N05°54'34"E, 91.12 feet;

Thence N10°14'55"W, 135.35 feet to the Point of Beginning.

Also subject to an easement for use and maintenance of utility lines to be determined at a later date.

Said parcel contains 1.70 acres.

Zero (0) splits remain.



ALSO:
Tax#5391

Taylor Mountain Surveying
301 Waller Street
Salmon, Idaho 83467
(208) 756-8321

PARCEL "D"

A portion of the NE1/4NE1/4 Section 36, T 20 N, R 23 E, Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the NE Corner of said Section 36 from which the North 1/4 Corner of said Section 36 bears S89°58'46"W, 2654.35 feet the Basis of Bearing of this description, run thence S89°58'46"W along the northerly line of said NE1/4NE1/4 Section 36, 1087.85 feet to a point on the northerly right-of-way of Haynes Creek Road said point being the Point of Beginning;

Thence along said northerly right-of-way the following courses;

Along the arc of a curve to the right 75.50 feet having a radius of 483.39 feet, a central angle of 08°56'58" and a chord of S85°55'56"W, 75.43 feet; N89°35'35"W, 164.10 feet to a point on the westerly line of said NE1/4NE1/4 Section 36;

Thence leaving said right-of-way N00°02'38"E, 4.10 feet to the East 1/16th Corner of said Section 36 & 25;

Thence N89°58'46"E along the northerly line of said NE1/4NE1/4 Section 36, 239.33 feet to the Point of Beginning.

Said parcel contains 0.02 acres.



Together with all water and water rights, ditch and ditch rights, mineral and mineral rights, and any grazing rights appurtenant thereto and/ or used in connection there with.

**ASSIGNMENT OF WATER RIGHTS,
PERMITS, AGREEMENTS, AND LICENSES**

This ASSIGNMENT OF WATER RIGHTS, PERMITS, AGREEMENTS, AND LICENSES ("Assignment") is entered into as of this 4 day of May 2021 (the "Assignment Date"), by THOMAS LANE LINDSTROM and CHELSEA ANN LINDSTROM ("Assignor"), husband and wife, to and for the benefit of FBN FINANCE, LLC, a Delaware limited liability company ("Lender").

PRELIMINARY STATEMENTS

A. Assignor is the owner of that certain real property situated at 58 Haynes Creek Road, Salmon, Lemhi County, Idaho and more particularly described on Exhibit "A" attached hereto (the "Property"); and

B. Assignor has the right to draw water from one or more wells (collectively, the "Wells"), which are located on, in or under the Property, pursuant to certain water rights permits and/or certificates registered with the Idaho Department of Water Resources (the "Department") including, without limitation, Water Rights Permit No. 74-629A (collectively, the "Water Rights"); and

C. Assignor has requested that Lender make a loan (the "Loan") to Assignor in the original principal amount of \$171,500.00; and

D. Assignor hereby agrees to provide this Assignment to and for the benefit of Lender, as additional security for the prompt and complete performance by Assignor of all of its terms, covenants, conditions, agreements, duties, and obligations arising out of the Loan made by Lender to Assignor. Lender is unwilling to make the Loan as requested by Assignor unless Assignor agrees to observe the covenants, terms and conditions of this Agreement.

AGREEMENT

For valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor assigns, transfers, and pledges to Lender all of its right, title, and interest in and to all Water Rights.

1. **Purpose of Assignment.** This Assignment is made for the purpose of securing:

1.1 The prompt and complete payment of all principal, interest, fees, charges, and other indebtedness evidenced by the promissory note or notes for the Loan executed by Assignor, as maker/payor, to Lender, as holder/payee (the foregoing, as may be amended, modified, extended, and renewed from time to time being collectively called the "Note").

1.2 The prompt and complete payment and performance of all terms, conditions, covenants, agreements, duties, and obligations of Assignor to Lender under any other documents that, now or in the future, may evidence, guaranty, or secure the Loan (the foregoing, as may be amended, modified, extended, and renewed from time to time, together with the Note being called, collectively, the "Loan Documents").

2. **Grant of Security Interest.** Concurrently with this Assignment, Assignor grants to Lender a security interest in the Water Rights. This grant of a security interest in the Water Rights is intended to permit Lender, to the fullest extent permitted by law, to cause the Property and related facilities to continue to be operated including, without limitation, the ability to draw water from the Wells in order to irrigate the Property.

3. **Agreements of Assignor.** As a material part of the consideration for the Loan, Assignor agrees:

3.1 To faithfully abide by, perform, and discharge each and every material obligation, covenant, and agreement to be performed by Assignor with respect to the Water Rights, all at no cost or expense to Lender.

3.2 At no cost or expense to Lender, to appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with the Water Rights.

3.3 If Assignor fails to make any payment or to do any act as provided in this Assignment or fails to do so promptly upon demand by Lender, and does not promptly cure the failure within the time periods provided in the Loan Documents, to grant Lender the right, but without the obligation so to do and without releasing Assignor from any obligation of this Assignment and without notice to or demand upon Assignor, to make the payment or to do the act in the manner and to the extent as Lender may deem necessary to prevent the material impairment of the security of this Assignment, including, without limiting the generality of the foregoing, the right to appear in and defend any action or proceeding purporting to affect the security of this Assignment or the rights or powers of Lender and, in exercising any such rights or powers, to employ counsel and pay the costs and expenses as Lender will incur, including, without limitation, attorney fees.

3.4 To execute any and all instruments, documents or agreement, which may be requested by Lender, to perfect Lender's security interest in the Water Rights (including, without limitation, any filings required by the Department in connection with such security interest).

3.5 To pay immediately upon demand all sums expended by Lender under the authority of this Assignment, together with all accrued interest at the rate set forth in the Note for defaults.

4. **Mutual Agreements.** Assignor, by signing this Assignment, and Lender, by accepting this Assignment, mutually agree that:

4.1 As long as no Event of Default has occurred and is continuing under the Loan Documents (as the term "**Event of Default**" is defined in the Loan Documents), Assignor will have the revocable right to enforce Assignor's rights with respect to the Water Rights. Lender may exercise its rights and remedies under this Assignment without regard to any other security or collateral held by or in favor of Lender. In exercising these rights, Lender will not become the service provider or obligor unless it makes a specific written election to become so with respect to the Property.

4.2 Lender will not exercise its rights under this Assignment until the occurrence and during the continuation of an Event of Default (after the expiration of any applicable notice and cure period or grace period) under any of the Loan Documents. The exercise of any rights or remedies by Lender under this Assignment will not cure or waive, modify, or affect any notice of Event of Default under any of the foregoing, or invalidate any act done pursuant to any such notice. Lender may exercise its rights as often as any Event of Default may occur. The exercise of the rights will not constitute a waiver of any of the remedies of Lender under the Loan Documents, or any other document or agreement existing at law or in equity, by statute or otherwise.

4.3 Assignor will indemnify, defend, and hold harmless Lender for, from, and against any and all liabilities, claims, costs, losses, or damages arising out of the Water Rights. If Lender incurs any liabilities, claims, costs, losses, or damages with respect to the Water Rights, or in the defense of any claims or demands, the amount of the defense of the claims or demands, including costs, expenses, and attorney fees, together with all accrued interest at the Default Rate, will be secured by this Assignment, and Assignor will reimburse Lender immediately upon demand.

4.4 Until the indebtedness secured by this Assignment is paid in full and all obligations secured under this Assignment are satisfied, Assignor assigns, transfers, and pledges to Lender any and all subsequent agreements that are entered into pursuant to, in replacement of, or to serve substantially the same purpose as established in the Water Rights Agreement executed by the parties as of the Assignment Date or any other agreement pertaining to any assigned Water Rights.

4.5 Upon payment in full of all indebtedness secured by this Assignment, this Assignment will become void and of no effect, but the affidavit of any officer or loan correspondent of Lender showing

any part of the indebtedness remaining unpaid or any obligation not satisfied will constitute conclusive evidence of the validity, effectiveness, continuing force of, and reliance upon this Assignment. Upon the termination, all the estate, right, title, interest, claim, and demand of Lender under this Assignment will revert to Assignor, and Lender will, at the request of Assignor, deliver to Assignor an instrument canceling the Assignment and reassigning this Assignment.

5. **Additional Agreements of Assignor.** Without limitation of Assignor's agreements and obligations established above, Assignor agrees:

5.1 Whenever required to do so by Lender in connection with a transfer of Water rights in connection with all or any part of the Property (the applicable parcel being called a "Foreclosure Parcel") for which Lender has succeeded to ownership by trustee's sale, judicial foreclosure, forfeiture, or deed in lieu of foreclosure, Assignor agrees to file (and pay all fees associated with the filing and transfer) any realty transfer certificate associated with the transfer of all Water Rights to the Foreclosure Parcel, as may be required under Idaho law.

5.2 Assignor agrees to promptly provide written notice to Lender of any notice received from the Department with respect to the Water Rights or that declares or alleges a default or breach on the part of Assignor under the Water Rights.

5.3 Assignor agrees to execute all other authorizations, consents, applications, and permits as lender may deem necessary in Lender's commercially reasonable discretion to obtain the full benefits and privileges contemplated by this Assignment.

6. **General Provisions.**

6.1 All notices, requests, and demands made by the parties to this Assignment will be in writing and will be sent in the manner described under the Loan Documents and will be deemed received when established under the Loan Documents.

6.2 Assignor represents and warrants to Lender that no defaults (however denominated) exist under or with respect to the Water Rights or any of them and that no previous assignment of its interest in the Water Rights has been made and, except for transfers to Lender, Assignor agrees not to assign, sell, pledge, transfer, or otherwise encumber its interest in the Water Rights so long as this Assignment is in effect.

6.3 This Assignment will be binding upon and inure to the benefit of the heirs, legal representatives, assigns, or successors in interest of the Assignor and Lender. The previous sentence will not be construed as permitting any assignments that are expressly prohibited under the Loan Documents.

6.4 This Assignment will be governed by and construed and interpreted in accordance with the laws of the State of Nebraska.

6.5 This Assignment may be executed in any number of original or telecopy counterparts, each of which will be effective on delivery and all of which together will constitute one binding agreement of the parties to the Assignment. Any signature page of this Assignment may be detached from any executed counterpart of this Assignment without impairing the legal effect of any signatures and may be attached to another counterpart of this Assignment that is identical in form to the document signed (but that has attached to it one or more additional signature pages).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

SIGNATURES FOLLOW ON THE NEXT PAGE.]

Assignor has executed this Assignment as of the Assignment Date.

"Assignor"

A handwritten signature in dark ink, appearing to read 'Thomas Lane Lindstrom', written above a horizontal line.

THOMAS LANE LINDSTROM

A handwritten signature in dark ink, appearing to read 'Chelsea Ann Lindstrom', written above a horizontal line.

CHELSEA ANN LINDSTROM

WATER RIGHTS AGREEMENT

THIS WATER RIGHTS AGREEMENT (this "Agreement") is made this 1 day of May 2021 (the "Effective Date"), by and between THOMAS LANE LINDSTROM and CHELSEA ANN LINDSTROM ("Borrower"), husband and wife, and FBN FINANCE, LLC, a Delaware limited liability company ("Lender").

PRELIMINARY STATEMENTS

A. Borrower is the owner of that certain real property situated at 58 Haynes Creek Road, Salmon, Lemhi County, Idaho and more particularly described on Exhibit "A" attached hereto (the "Property"); and

B. Borrower has the right to draw water from one or more wells (collectively, the "Wells"), which are located on, in or under the Property, pursuant to certain water rights permits and/or certificates registered with the Idaho Department of Water Resources (the "Department") including, without limitation, Water Rights Permit No. 74-629A (collectively, the "Water Rights"); and

C. Borrower has requested that Lender make a loan (the "Loan") to Borrower in the original principal amount of \$171,500.00; and

D. Lender is unwilling to make the Loan as requested by Borrower unless Borrower agrees to observe the covenants, terms and conditions of this Agreement.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals and Exhibits. The foregoing Recitals and the Exhibits attached hereto are incorporated herein as agreements of the parties hereto and as material parts of this Agreement.

2. Water Limits.

(a) Borrower hereby agrees that Borrower shall not draw water (or permit any third parties to draw water) from the Wells in excess of any of the following limits (collectively, the "Limits"): (i) the amount permitted by all laws, ordinances and regulations and other governmental rules, orders and determinations presently in effect or hereafter enacted, made or issued, whether or not presently contemplated, applicable to the Property, the Wells and the Water Rights ("Applicable Laws"); and/or (ii) the amount permitted by the Water Rights. Borrower hereby agrees to comply with the Limits and all of the terms and conditions of the Water Rights.

(b) Borrower hereby acknowledges and agrees that, pursuant to the terms of the Water Rights, Borrower is only permitted to irrigate 6 acres of the Property. Borrower shall comply with the Water Rights and shall not irrigate more than 6 acres of the Property.

3. Monitoring, Reporting and Fees. Borrower, at Borrower's expense, shall be responsible for monitoring and reporting Borrower's water withdrawals from the Wells as required by (a) the

Department or any other governmental agency having jurisdiction over the Wells and the Water Rights, (b) Applicable Laws or (c) the terms and conditions of the Water Rights. Upon Lender's request, Borrower shall deliver to Lender a written report setting forth the amount of water used by Borrower on a monthly and annual basis (a "Report"). Borrower shall deliver to Lender a copy of any Report delivered to the Department or any other governmental agency with respect to the Wells and Water Rights. Borrower, at Borrower's sole cost, shall promptly pay any fees or fines levied by any governmental agency in connection with Borrower's use of the Wells, non-compliance with the Water Rights or the delivery or non-delivery of any Report.

4. Borrower's Representations. Borrower hereby represent, warrants and covenants to Lender:

(a) Borrower is the owner of the Water Rights and such Water Rights are, as of the Effective Date and for the entire term of the Loan shall be, effective and in good standing;

(b) Borrower agrees that the descriptions of the Water Rights, which is included in this Agreement is accurate. Borrower further agrees that, at Lender's request, Borrower shall supplement or amend this Agreement as may be necessary to correct any inaccuracies in such description or to otherwise include all of Water Rights applicable to or appurtenant to the Property; and

(c) Borrower has received no notice from the Department or any other governmental authority that Borrower's use of the Wells is not in compliance with the Limits, the terms and conditions of the Water Rights or Applicable Laws (a "Compliance Notice"). If, after the Effective Date, Borrower receives any such Compliance Notice, Borrower shall immediately forward such Compliance Notice to Lender;

5. Indemnity. Borrower shall indemnify, protect, defend and hold harmless Lender and Federal Agricultural Mortgage Corporation together with their respective successors, assigns, affiliates, officers, employees, agents, and representatives (collectively, the "Lender Indemnified Parties") from and against any and all lawsuits, claims, actions, injuries, damages, liabilities, losses, fines, penalties, sanctions, judgments, awards, costs and expenses arising from, relating to or associated with any actual or alleged actions or omissions of Borrower or its employees, agents, representatives, general contractors, subcontractors or sub subcontractors (including any employees, agents, representatives or contractors of any of the foregoing), in connection with the Wells and the Water Rights hereunder, including, without limitation, (a) any breach, violation or default by Borrower or its employees, agents, representatives, general contractor, subcontractors or sub subcontractors (including any employees, agents, representatives or contractors of any of the foregoing), of Borrower's obligations under this Agreement, (b) any breach, violation or default by Borrower or its employees, agents, representatives, general contractor, subcontractors or sub subcontractors (including any employees, agents, representatives or contractors of any of the foregoing), of Borrower's obligations under the Limits or any other terms and conditions of the Water Rights, (c) the failure to comply with Applicable Laws in Borrower's use of the Wells or (d) the negligence or willful misconduct by Borrower or its employees, agents, representatives, general contractor, subcontractors or sub subcontractors (including any employees, agents, representatives or contractors of any of the foregoing) in using the Wells.

6. Defaults and Remedies.

(a) Any of the following occurrences or acts shall constitute an "Event of Default" by Borrower under this Agreement:

(i) Borrower shall be in default under this Agreement if Borrower shall fail to fully and timely perform any of such Borrower's obligations arising under this Agreement including, without limitation, complying with the Limits and the other terms and conditions of the Water Rights;

(ii) Borrower shall be fined or otherwise sanctioned by the Department due to Borrower's failure to comply with the Limits or the other terms and conditions of such Water Rights; or

(iii) The Water Rights shall be terminated by the Department;

(b) Upon the occurrence of an Event of Default, Lender, at Lender's sole option, shall have: (i) the right to enjoin any breach by the Borrower; (ii) the right to seek or obtain any other equitable or legal remedies or monetary damages against Borrower; and

(c) All rights and remedies available to Lender may be exercised: (i) to the maximum extent permitted by Applicable Laws, separately, successively or concurrently against Borrower; and (ii) as often as occasion therefor shall arise, it being agreed by the parties that the exercise or failure to exercise any right or remedy shall in no event be construed as a waiver or release thereof or any other right or remedy.

7. No Waiver. No waiver by Lender of any default of any obligation by Borrower may be implied from any omission by Lender to take any action with respect to such default.

8. No Agency. Nothing in this Agreement creates the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between Lender and Borrower.

9. Governing Law; Jurisdiction and Venue. The validity, performance, and enforcement of this Agreement shall be governed by the laws of the State of Idaho, without reference to conflict of laws principles. In the event of any dispute arising from this Agreement,

10. Attorneys' Fees. In the event that any suit is brought for the enforcement of any provision of this Agreement, or is a result of any alleged breach hereof or for a declaration of rights and duties hereunder, the successful party in such suit, as determined by the court shall be entitled to collect reasonable attorneys' fees, as determined by the court, from the non-successful party and any judgment or decree rendered shall include an award thereof.

11. Severability. If any clause, sentence, or other portion of the terms, covenants and restrictions of this Agreement becomes illegal, null, or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

12. Interpretation. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter supersedes all other agreements, letters, memoranda or understanding respecting the same, whether written or oral.

14. Drafting Party. The terms and provisions of this Agreement represent the results of negotiations between the parties, each of which has been represented, or had the opportunity to be represented, by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney or representative prepared the executed Agreement or any earlier draft of the same.

15. Amendment. This Agreement may not be modified or amended in any respect, or canceled, terminated or rescinded, in whole or in part, except by a written instrument, fully executed and acknowledged by the parties hereto.

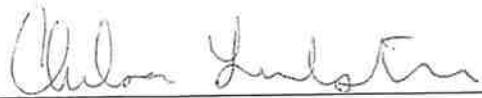
16. Time of the Essence. Time is declared to be of the essence of this Agreement and each and every provision of this Agreement.

17. Counterparts. This Agreement may be executed and delivered in multiple counterparts and each counterpart so delivered which bears the original signature of a party hereto shall be binding as to such party, and all counterparts together shall constitute one original and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date

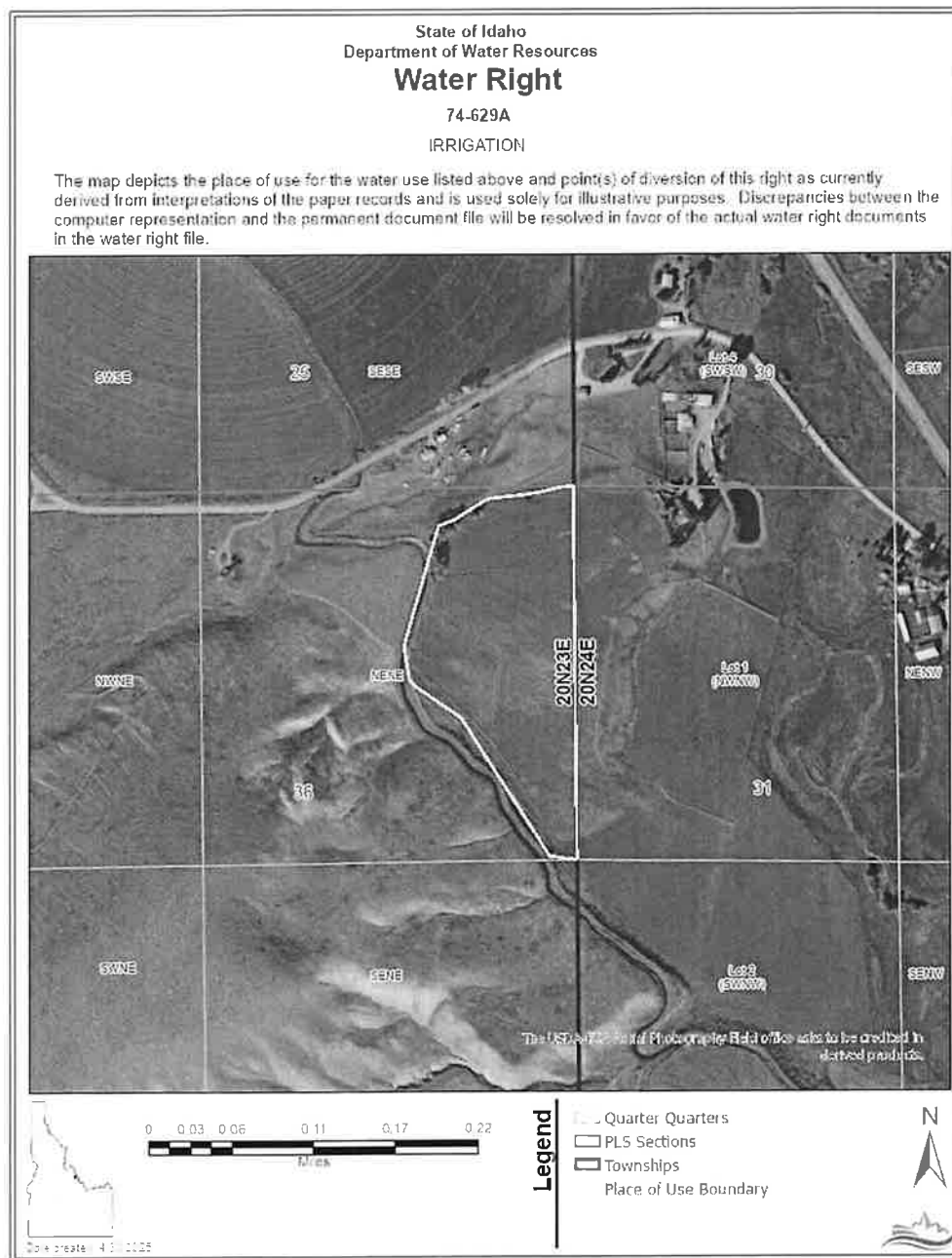

THOMAS LANE LINDSTROM

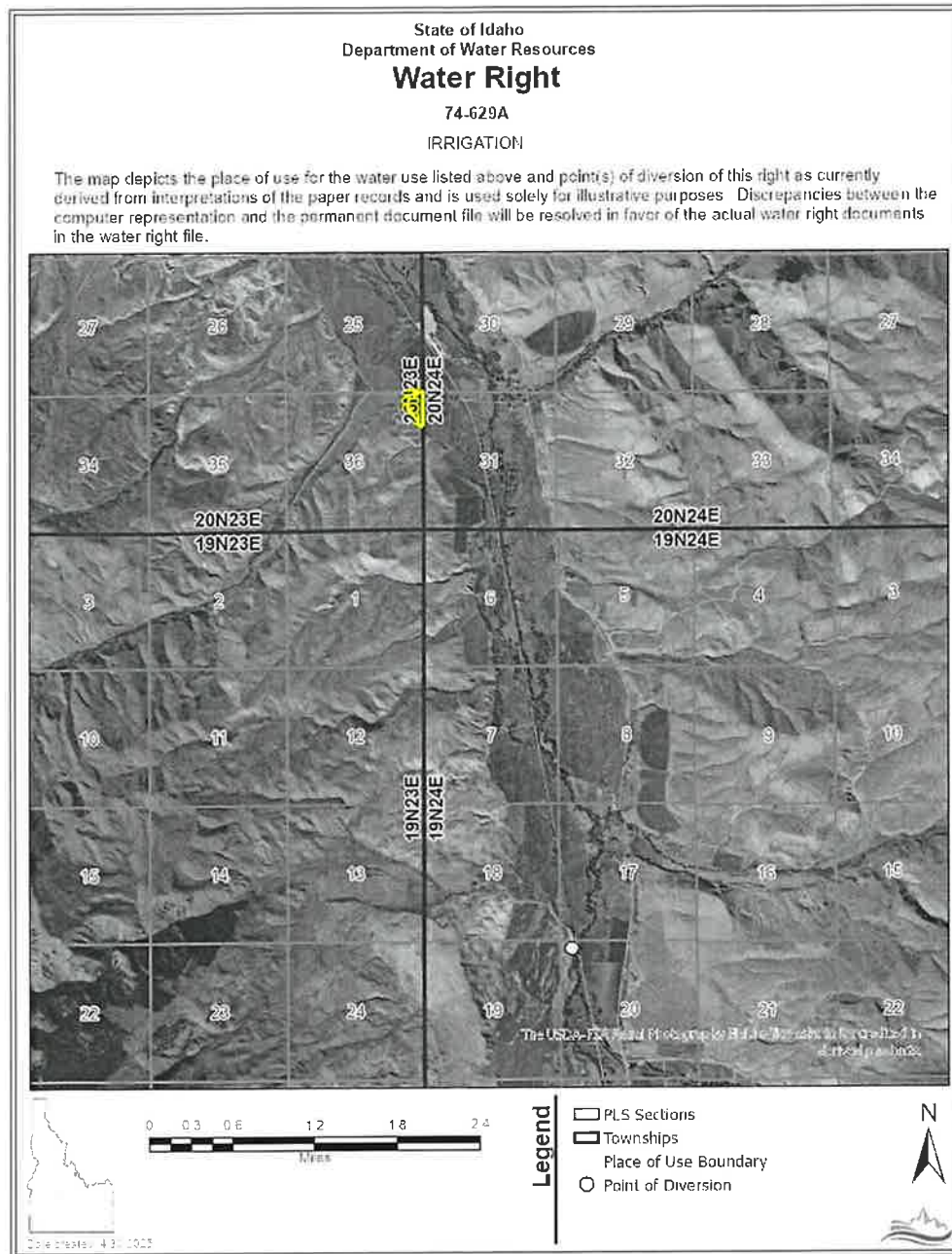

CHELSEA ANN LINDSTROM

FBN FINANCE, LLC

ANGELA MORTON
Notary Public - State of Idaho
Commission Number 20203462
My Commission Expires 09-08-2026

By 
Name Angela Morton
Title Escrow officer





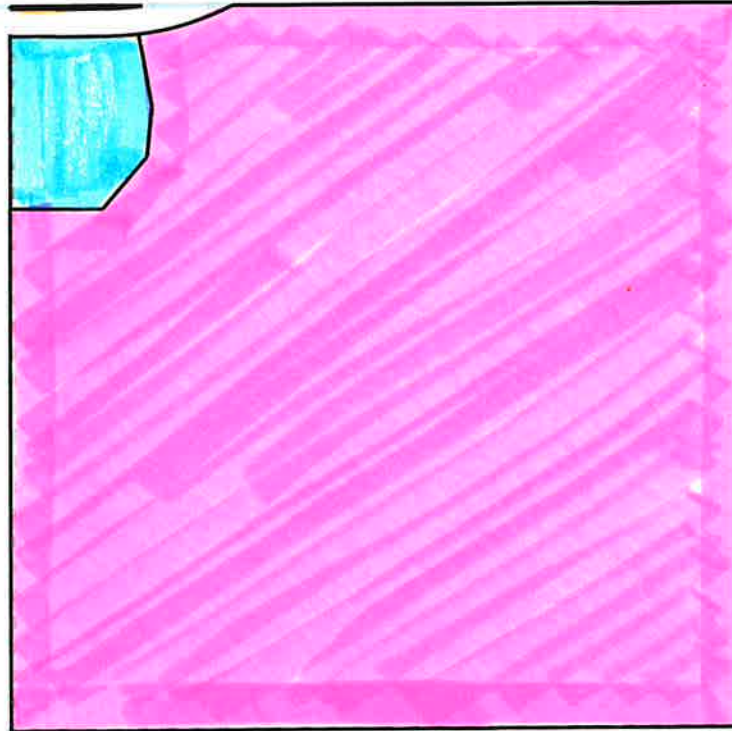


Exhibit A

Exhibit B

Parcel D

324185 Mike & Dawn Ritchie To Thomas Lane
Lindstrom & Chelsea Ann Lindstrom

6/18/2025

Scale: 1 inch= 350 feet

File:

Tract 1: 38.1558 Acres, Closure: n57.5157e 0.01 ft. (1/707673), Perimeter=5222 ft.

Tract 2: 1.7100 Acres (74489 Sq. Feet), Closure: s00.0843w 4.00 ft. (1/267), Perimeter=1068 ft.

Tract 3: 0.0240 Acres (1048 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/576357), Perimeter=483 ft.

01 /ne,36,20n,23e
02 s00.0242w 1321.06
03 s89.5528w 1327.15
04 n00.0238e 953.35
05 s89.3416e 165.34
06 n40.3701e 125.16
07 n05.5434e 91.12
08 n10.1455w 135.35
09 Lt, r=533.39, delta=019.2530, arc=180.84, chord=n73.2143e 179.97
10 n89.5846e 922.90
11 @0
12 /s89.5846w 1327.17
13 /s00.0238w 54.10
14 s89.3535e 163.78
15 Lt, r=533.39, delta=007.1957, arc=68.26, chord=n86.4426e 68.21
16 s10.1455e 135.35
17 s05.5434w 91.12

18 s40.3701w 125.16
19 n89.3416w 165.34
20 n00.0238e 318.88
21 @0
22 /s89.5846w 1087.85
23 Rt, r=483.39, delta=008.5658, arc=75.50, chord=s85.5556w 75.43
24 n89.3535w 164.10
25 n00.0238e 4.10
26 n89.5846e 239.33



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

June 24, 2025

THOMAS LINDSTROM
CHELSEA LINDSTROM
58 HAYNES CREEK RD
SALMON ID 83467-5109

Re: Change in Ownership for Water Right No(s): 74-629A

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 208-497-3787.

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 74



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

May 22, 2025

THOMAS LINDSTROM
CHELSEA LINDSTROM
58 HAYNES CREEK RD
SALMON ID 83467

RE: Change in Ownership Water Right No. 74-629A

Dear Sir/Madam:

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

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

**** **Evidence of Ownership:** Please supply a copy of the “recorded” Warranty Deed or other legal document indicating your ownership in the water right listed above. The documents received with your application appear to be an agreement with a financial institution, FBN Finance LLC. We are looking for the deed from the previous owner (Michael and Dawn Richie) to you for the property or water rights in question. Please supply a full copy of the recorded deed along with the legal description.

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

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department’s website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Bailly
Technical Records Specialist

SCANNED
MAY 22 2025