

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

MINIMUM REQUIREMENTS CHECKLIST

TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) Bradley R. Hoggan and Cathy P. Hoggan

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C **must be completed** for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☐ ☒ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).**
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☒ ☐ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at idwr.idaho.gov/water-rights/transfers/resources.html.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is **proposed** to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application **proposes** to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly **delineating** the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☐ ☒ #10 Other. Please describe: _____

RECEIVED

Rev. 07/18

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

MAR 28 2022

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Department of Water Resources
Eastern Region

Name of Applicant(s) Bradley R. Hoggan and Cathy P. Hoggan Phone 435-760-0885
Mailing address PO Box 193, Downey, ID 83234 Email bhloft@gmail.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Thomas J. Budge Phone 208-232-6101
Mailing address PO Box 1391, Pocatello, Idaho 83204-1391 Email tj@racineolson.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

	Thomas J. Budge	3/24/2022
Signature of Applicant or Authorized Representative	Print Name and Title if applicable	Date
Signature of Applicant or Authorized Representative	Print Name and Title if applicable	Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.
Transferring pivot corners irrigation water from WR#'s 29-2426B (4 acres), 29-7190 (24 acres), and
29-2328/29-12566 (24 acres) to newly purchased property with a new pivot. Applicant is set to close on the purchase
of the property where the new POU is and current POD. A lease is attached, to be terminated after closing.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued



B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	29-12566	0.21	Irrigation	04/01 to 10/31	Waste Water/Ninemile Crk
☐ ☒	29-7190	0.45	Irrigation	04/15 to 10/15	Groundwater
☐ ☒	29-2426B	0.05	Irrigation	04/01 to 10/31	Groundwater
☐ ☒	29-2328	0.18	Irrigation	04/01 to 10/31	Groundwater
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 4.05 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.89 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
			NE	SE	23	11S	37E	Bannock	Waste water/Ninemile Crk	See current 29-12566
			NE	SW	23	11S	37E	Bannock	Groundwater	See current 29-2328

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S	37E	23			35	8.1									0.8	8.1			52
Total Acres (for irrigation use)																			52

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	29-12566	1.2	Irrigation	04/01 to 10/31	Waste Water/Ninemile Crk
☐ ☒	29-7190	1.12	Irrigation	04/15 to 10/15	Groundwater
☐ ☒	29-2426B	0.53	Irrigation	04/01 to 10/31	Groundwater
☐ ☒	29-2328	1.2	Irrigation	04/01 to 10/31	Groundwater
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 4.05 cfs and/or acre-feet.

2. Total amount of water proposed to be transferred or changed 0.89 cubic feet per second and/or acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
		NE	NE	SE	23	11S	37E	Bannock	Waste water/Ninemile Crk	See current 29-12566
		NW	NE	SW	23	11S	37E	Bannock	Groundwater	See current 29-2328

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S	37E	23				0.8				8.1	35				8.1				52
Total Acres (for irrigation use)																			52

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:
Will be running a new main line to a new pivot on the new POU. Will be tying into existing well and drain system and adding a booster pump for the new pivot. The waste water is collected in tanks, into 12" line, down to 10" line, where it will tie into the well system. There will be measuring device, locks, and control panel at the pump.

- b. Who owns the property at the point(s) of diversion? Applicant and Barnes Family Farmland LLC
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Applicant has a pipeline agreement with the Barnes Family for access to the POD. Applicant is also under contract to purchase this portion of the Barnes Family property set to close eminently.

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: None

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?
If yes, ☐ complete Attachment WSB.
- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
Land will be dried up and not irrigated.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
None

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

10/28/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-2426B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BRADLEY R HOGGAN PO BOX 174 FIELDING, UT 84311-0174 4357600885
Original Owner	LEO G BURKETT PO BOX 225 DOWNEY, ID 83234

Priority Date: 03/02/1960

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.53 CFS	140 AFA
STOCKWATER	01/01	12/31	0.04 CFS	
Total Diversion			0.53 CFS	140 AFA

Location of Point(s) of Diversion:

GROUND WATER|SWNE|Sec. 33|Township 11S|Range 37E|BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
11S	37E	33		SWNE	40									

Place of Use Legal Description: STOCKWATER BANNOCK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
11S	37E	33		SWNE										

Total Acres: 40

Conditions of Approval:

1. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
2. N05 The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
3. N08 The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.
4. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
5. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
6. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
7. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

86045

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

10/28/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-2328

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BRADLEY R HOGGAN
Current Owner	CATHY P HOGGAN PO BOX 174 FIELDING, UT 84311-0174 4357600885
Original Owner	KENNETH C SORENSEN DOWNEY, ID
Security Interest	WESTERN AG CREDIT FLCA PO BOX 85850 SOUTH JORDAN, UT 84095

Priority Date: 01/31/1953

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	1.2 CFS	510 AFA
Total Diversion			1.2 CFS	510 AFA

Location of Point(s) of Diversion:

GROUND WATER	NESW	Sec. 23	Township 11S	Range 37E	BANNOCK County
GROUND WATER	NWSW	Sec. 23	Township 11S	Range 37E	BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

86045

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
11S	37E	23		NESW	40		NWSW	40		SWSW	40		SESW	40

Total Acres: 160

Conditions of Approval:

1. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
3. E55 USE OF THIS RIGHT WITH RIGHT NO. 29-12566 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 160 ACRES IN A SINGLE IRRIGATION SEASON.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: TBD

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 160

Combined Volume Limit:

Combined Rate Limit:

Civil Case Number:

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

10/28/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-12566

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BRADLEY R HOGGAN
Current Owner	CATHY P HOGGAN PO BOX 174 FIELDING, UT 84311-0174 4357600885
Original Owner	DAKA FARMS INC C/O J DALE CRIDDLE PO BOX 251 DOWNEY, ID 83234 2088975774
Security Interest	WESTERN AG CREDIT FLCA PO BOX 85850 SOUTH JORDAN, UT 84095

Priority Date: 07/13/1956

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
WASTE WATER	NINEMILE CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	1.2 CFS	
Total Diversion			1.2 CFS	

Location of Point(s) of Diversion:

WASTE WATER | NESE | Sec. 23 | Township 11S | Range 37E | BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

86045

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
11S	37E	23		NESW	27		NWSW	31		SWSW	39		SESW	39

Total Acres: 136

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. E55 USE OF THIS RIGHT WITH RIGHT NO. 29-02328 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 160 ACRES IN A SINGLE IRRIGATION SEASON.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: 29H

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 160

Combined Volume Limit:

Combined Rate Limit:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

86045

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

10/28/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-7190

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BRADLEY R HOGGAN
Current Owner	CATHY P HOGGAN PO BOX 174 FIELDING, UT 84311-0174 4357600885
Original Owner	VELMA R IPSEN REVOCABLE TRUST C/O VELMA IPSEN RT 1 BOX 220 MALAD CITY, ID 83252 2087662755
Original Owner	IPSEN BROTHERS RT 1 BOX 218 MALAD CITY, ID 83253
Security Interest	WESTERN AG CREDIT FLCA PO BOX 85850 SOUTH JORDAN, UT 84095

Priority Date: 04/29/1974

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/15	1.12 CFS	210 AFA
Total Diversion			1.12 CFS	210 AFA

Location of Point(s) of Diversion:

86045

GROUND WATER|NWNWSW|Sec. 21|Township 11S|Range 37E|BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
11S	37E	21		NESW	22		NWSW	38						

Total Acres: 60

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. S41 THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE [APRIL 15] AND AFTER [OCTOBER 15] UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: TBD

Generic Max Rate per Acre:

86045

Attachment #4

SPECIAL POWER OF ATTORNEY FOR WATER RIGHTS

The undersigned hereby appoints RANDALL C. BUDGE and THOMAS J. BUDGE, of the law firm of RACINE OLSON, PLLP, 201 E. Center Street, Post Office Box 1391, Pocatello, Idaho 83204 (the "Firm"), my true and lawful attorney for the purpose of dealing with the Idaho Department of Water Resources relative to the management and transaction of water rights, and to allow the Firm to receive all information, opinions, and records regarding water rights, and to sign and submit applications and other filings on my behalf.

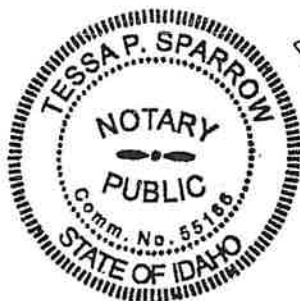
DATED this 11th day of July, 2019.

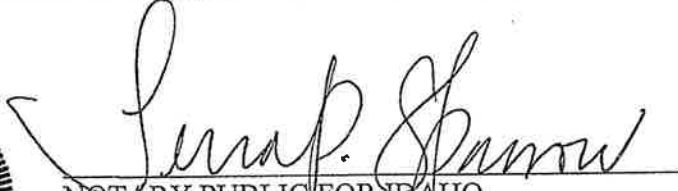

BRADLEY R. HOGGAN
PO Box 174
Fielding, Utah 84311
435-760-0885

STATE OF IDAHO)
 : ss.
County of Bannock)

This record was acknowledged before me on this 11th day of July, 2019, by BRADLEY R. HOGGAN.

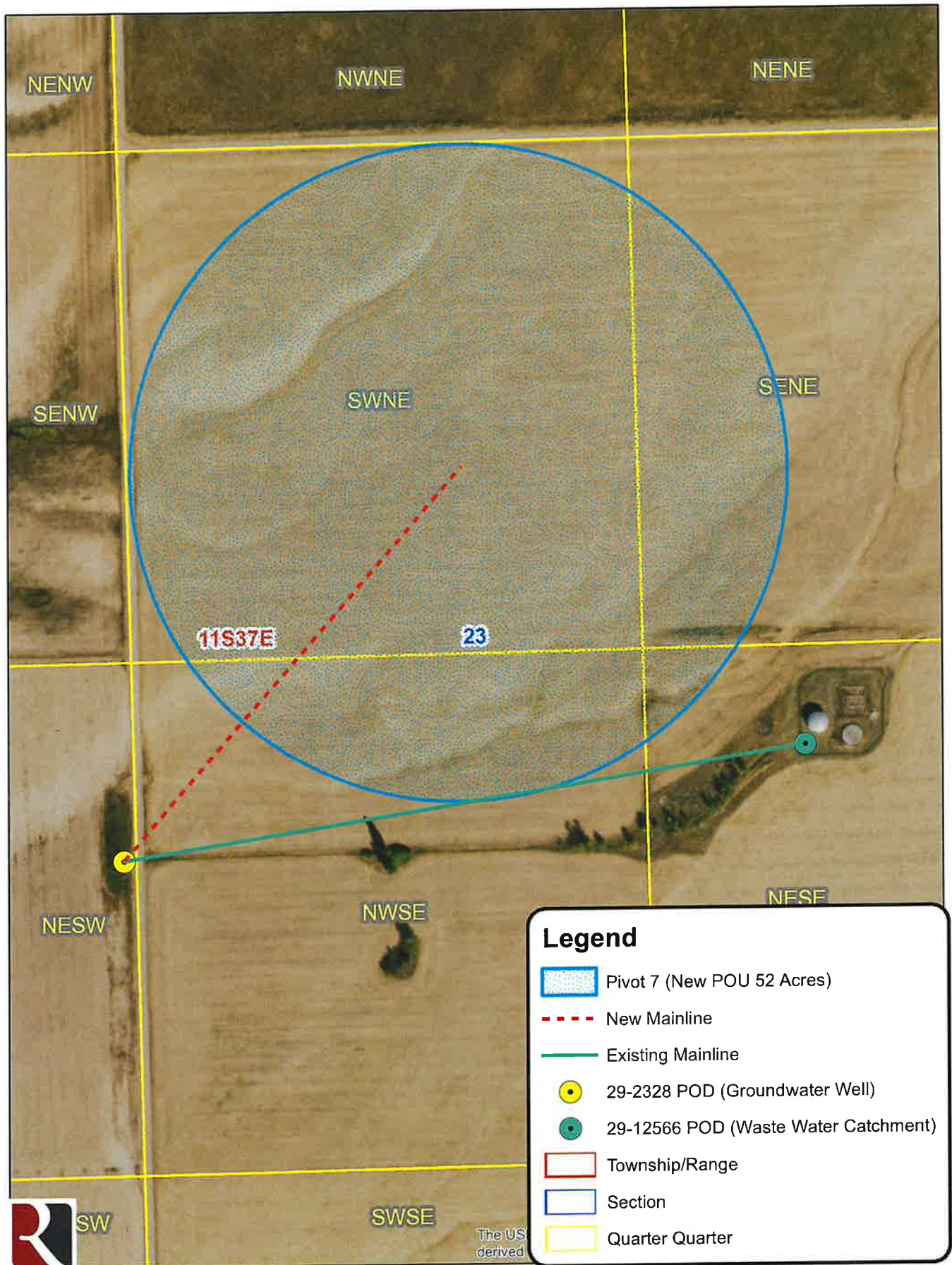
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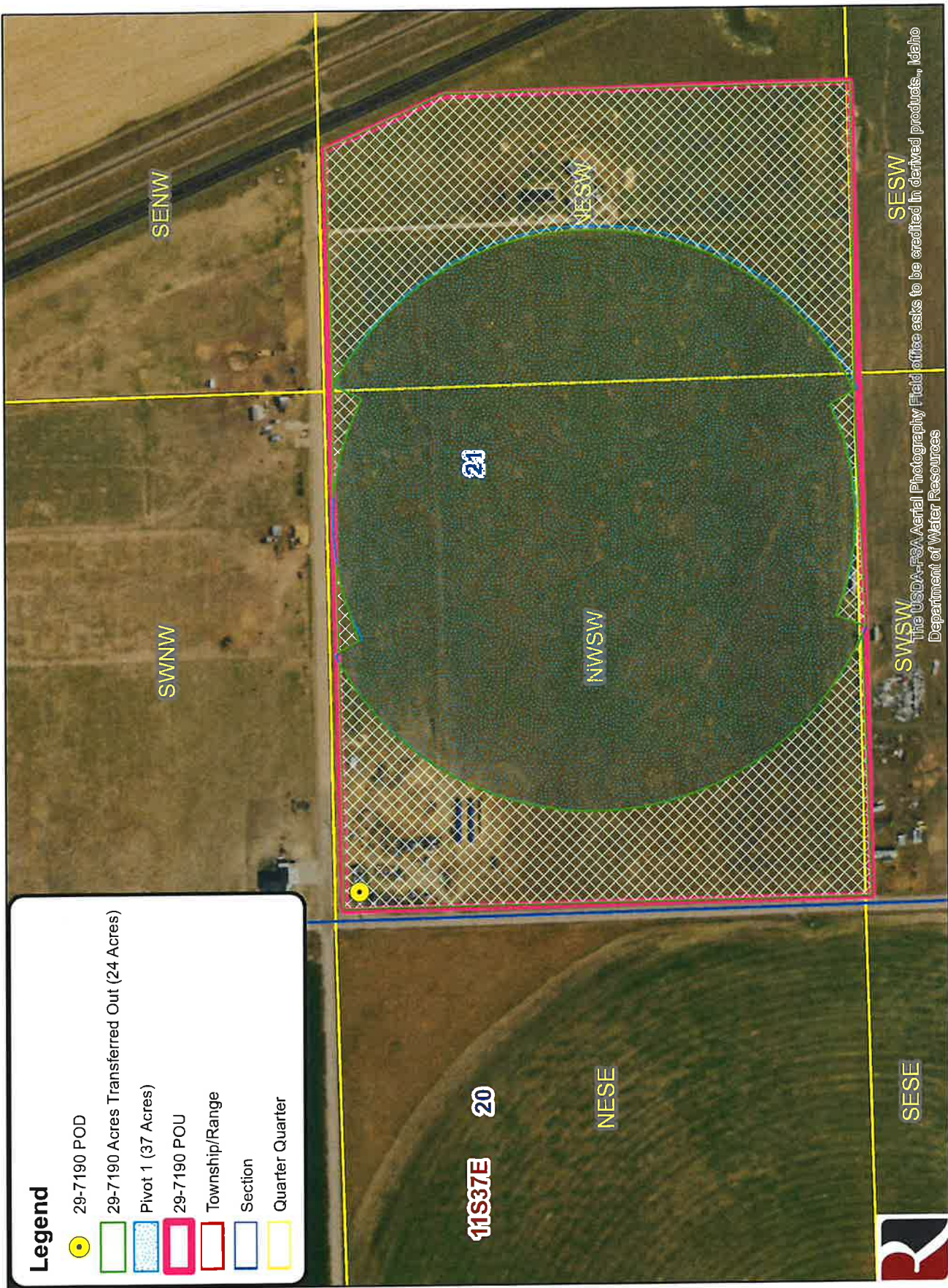

NOTARY PUBLIC FOR IDAHO

My Commission Expires: 10/05/2021

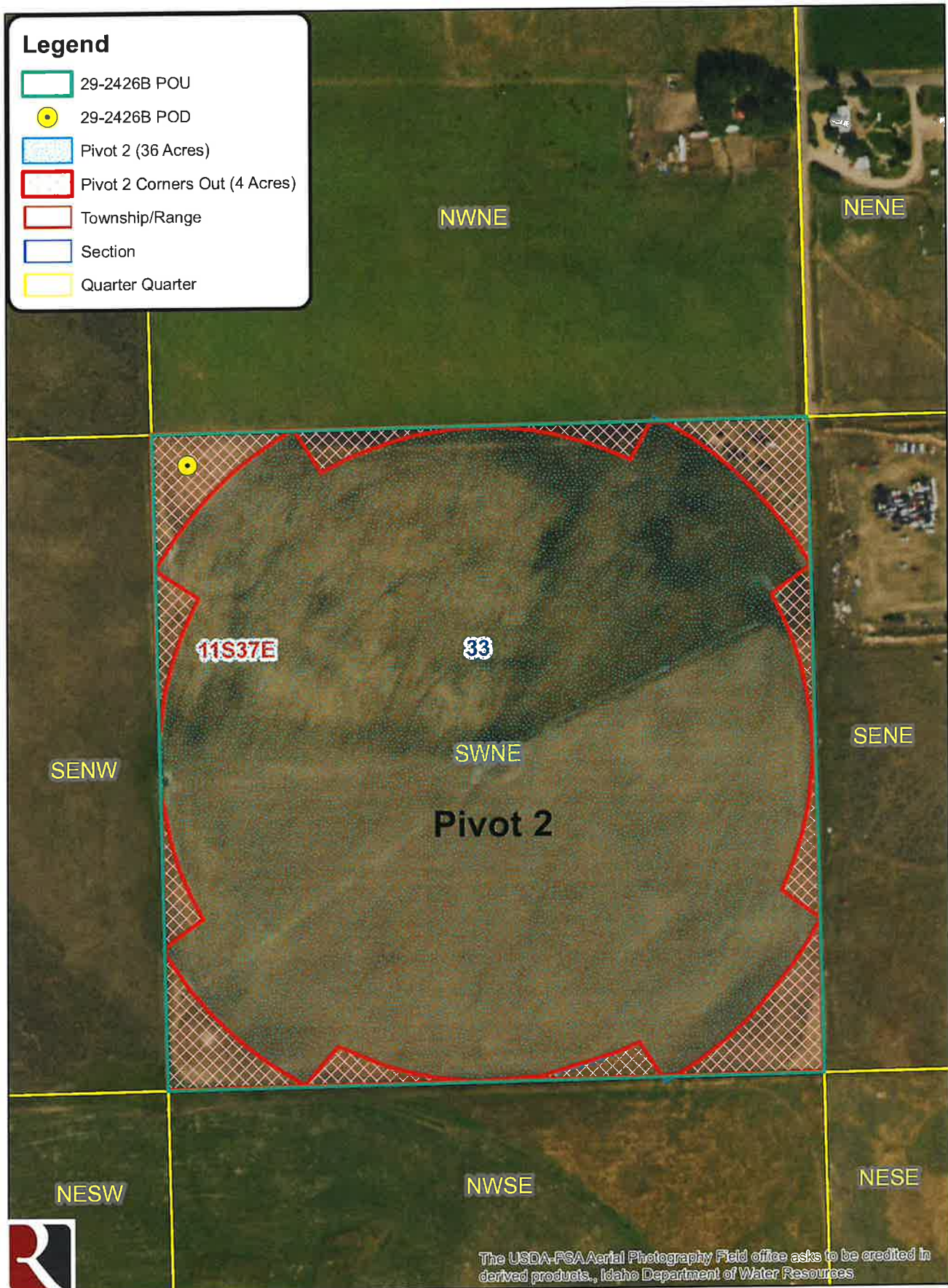
Attachemet #7a - New POU Map (Pivot 7)



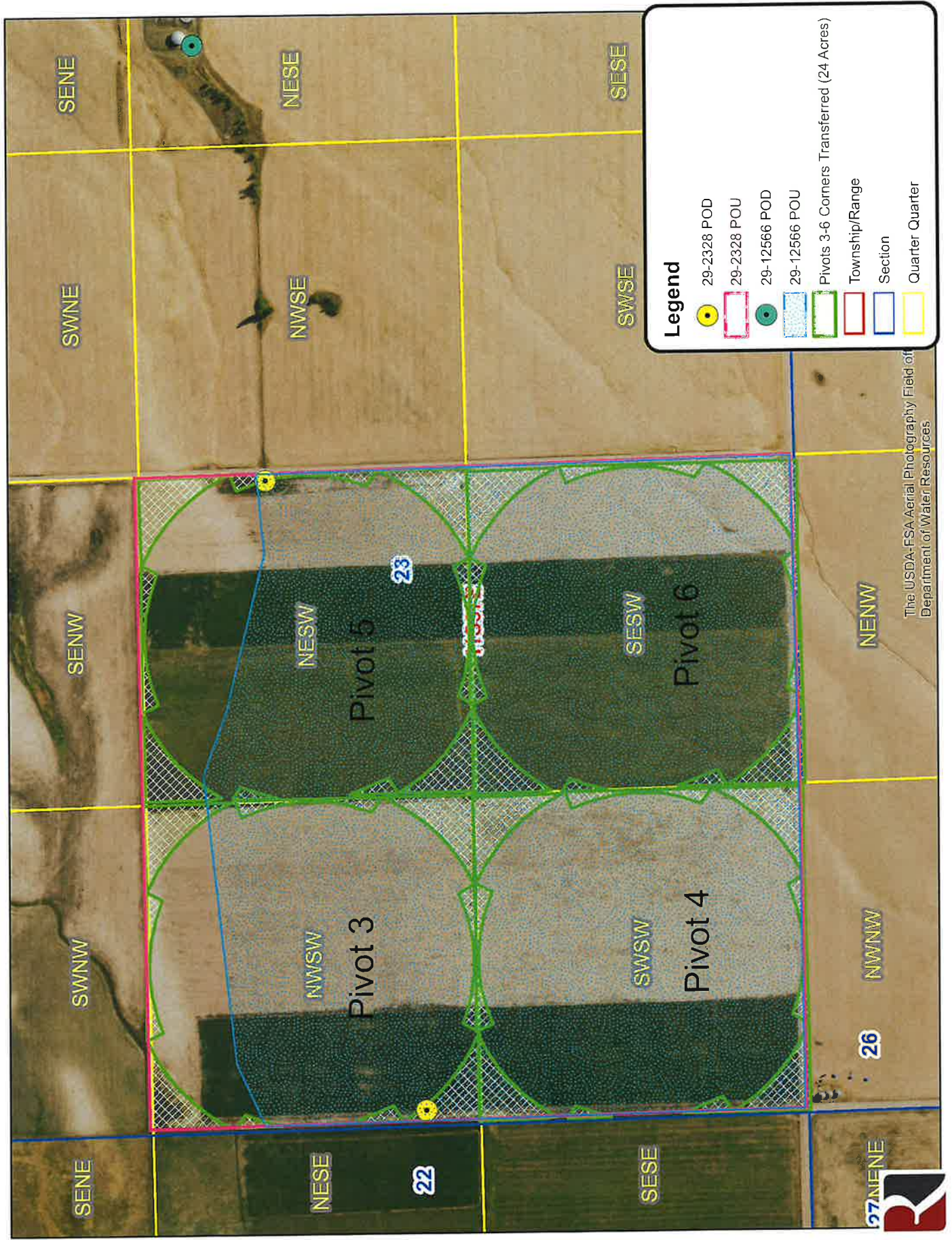
Attachment #7b1 - 29-7190 Changes Map (Pivot 1)



Attachment # 7b2 - 29-2426B Changes Map (Pivot 2)



Attachment #7b3 - 29-2328 & 29-12566 Changes Map (Pivots 3-6)



86045

BURIED PIPELINE AGREEMENT

Barnes Family Farmland, LLC
Bradley R. and Cathy P. Hoggan

AGREEMENT effective this 9 day of September, 2019, between Barnes Family Farmland, L.L.C., an Iowa limited liability company (hereinafter "Barnes"), and Bradley R Hoggan and Cathy P. Hoggan, husband and wife, (hereinafter "Hoggan"), collectively referred to as the "parties."

RECITALS

A. WHEREAS, Barnes owns certain real property Idaho located in the NE1/4SE1/4 of Section 23, Township 11 South, Range 37 East, B.M., Bannock County Idaho ("Barnes Property") and; and

B. WHEREAS, Hoggan desires to acquire from Barnes an easement for the purpose of constructing, owning and operating an underground pipeline through the Barnes Property to convey water from the Nine Mile Creek and the Downey City Water tank to the Hoggan property for irrigation purposes in the SW1/4 of said Section 23 ("Hoggan Property"); and

C. WHEREAS, Barnes is willing to provide Hoggan the requested easement for the underground pipeline pursuant to this Agreement in consideration for Hoggan abandoning his right to use the existing open ditch south of the pipeline easement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purpose of Easement/Installation of Pipeline.** Barnes agrees that Hoggan may install, at his own expense, a buried pipeline for the conveyance of water from Nine Mile Creek and the Downey City Water tank within the easement described in Exhibit "A" attached ("easement"). Hoggan shall install said pipeline within the easement and in accordance with standard specifications for pipe, materials, installation, and backfill, as set forth in the Idaho standards for public works construction standards recognized by Bannock County or otherwise acceptable to Barnes. Hoggan shall follow the "double ditch" construction method, segregating top soil removed, and replacing top soil above sub-soils when excavating in cropland. Hoggan shall implement measures to avoid re-deposited topsoil being compacted greater than existed prior to construction. The scope and purpose of this easement shall be limited to that which is set forth in this section 1 and for no other purpose. In all cases, the pipeline shall be buried and covered at a depth that does not interfere with farming practices upon the Barnes Property.

9.2

2. **Pipeline Ownership and Maintenance.** Hoggan shall own the pipeline and be responsible (at the sole expense of Hoggan) for its installation, including rehabilitation, maintenance and replacement of the pipeline. Upon the completion of the pipeline Hoggan abandons his right to use the open ditch adjacent on the south.

3. **Easement and Access.** Barnes hereby grants to Hoggan an easement on, over, under and through the Barnes Property following a path as described in Exhibit "A" attached (hereinafter "easement") to construct, operate, maintain and replace as necessary an underground pipeline to insure the proper delivery of water from Nine Mile Creek and the Downey City Water tank to the Hoggan Property. Barnes retains, reserves and shall continue to enjoy use of the surface of the area the easement for any and all purposes that do not interfere with and prevent the use by Grantee of the Easement, including the right to use the surface of the granted area of the easement for drainage ditches, private roads, grazing, plantings, crops and other like uses. No person or entity shall have access to the pipeline easement other than Hoggan, its contractors or permittees, and then only for purposes of construction, inspection, maintenance, and repair and replacement of the pipeline. Barnes makes no representation or warranty as to Barnes's title to the land described in Exhibit A hereto. It shall be Hoggan's burden and obligation to assure itself of the quality of title to Barnes's property for the purposes and to the extent deemed necessary by Hoggan in order to enter this Easement.

4. **Indemnification, Liens & Damage to Barnes Property.** Hoggan agrees to indemnify and hold Barnes harmless from any and all claims arising out of the installation, maintenance and conveyance of water through said pipeline. Hoggan shall timely pay all sums due for labor, materials and utilities arising out of Hoggan's use and occupancy of the easement and prevent the attachment of any liens against the Barnes Property. Hoggan shall (1) repair any damage to the Barnes Property resulting from Hoggan's exercise of the rights granted in this easement, (2) compensate Barnes for any damage to growing crops (at current market value) or summer fallow caused by Hoggan, and (3) indemnify and defend Barnes against all liens, costs and expenses, including attorneys and experts fees, arising out of or relating to Hoggan's exercise of the rights granted by this easement.

6. **Additional Documents.** The parties will execute such additional releases and other documents and instruments as may be required to carry out the purpose and intent of the foregoing agreement.

7. **Cooperation.** The parties will cooperate, communicate and act in good faith with each other as may be reasonable and necessary in exercising their rights and performing their responsibilities pursuant to this Agreement.

8. **Default.** In the event any party fails to perform any of the terms, conditions or provisions of this Agreement, and fails to cure such default within thirty (30) days of receipt of written notice of default, the non-defaulting party may elect any one of the following remedies, which are the sole and exclusive remedies available:

- 9.3
- (a) to terminate this Agreement; or
 - (b) to obtain specific performance of this Agreement.

9. **Legal Fees.** In the event legal action is undertaken to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs. Legal Action shall not include mediation or arbitration.

10. **Binding Effect.** All of the terms, conditions and covenants of this Agreement shall be binding upon the parties and shall run with the land and inure to the benefits of all successors and assigns of the parties hereto.

12. **Modification or Revocation.** This Agreement may be modified or revoked only in writing upon the mutual consent of all of the parties hereto, or their successors in interest.

13. **Dispute Resolution.** Any substantial dispute between the parties shall be resolved in accordance with the following provisions:

- (a) **Mediation.** The parties shall designate a mediator and appear before the mediator and attempt to mediate a settlement of the dispute.
- (b) **Arbitration.** In the event the dispute between the parties cannot be settled as a result of mediation as above described, the dispute shall be arbitrated in accordance with the Uniform Arbitration Act, Title 7, Chapter 9, Idaho Code. The parties shall elect a mutually agreeable arbitrator and the dispute shall be submitted to that arbitrator for decision. The arbitrator shall be authorized to enter a decision to resolve the dispute that is binding on the parties. The arbitrator's decision shall be non-appealable.
- (c) **Litigation.** Litigation is allowed between the parties only for the purpose of enforcing a settlement agreement entered into between the parties as a result of mediation, or an arbitrator's decision resulting from arbitration.
- (d) **Injunctive Relief.** Either party may request a Court to issue such temporary or interim relief (including temporary restraining orders and preliminary injunctions) as may be appropriate, either before or after mediation or arbitration is commenced. The temporary or interim relief shall remain in effect pending the outcome of the mediation or arbitration. No such request shall be a waiver of the right to submit any dispute to mediation or arbitration.

21915074

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- (e) Arbitration and Mediation Costs. The parties shall share equally in all expenses and costs and fees of the mediator and arbitrator. Each party shall be responsible for its own costs, attorney fees and witness fees, if any. However, the arbitrator may award reasonable attorney fees to the prevailing party.
- (f) Choice of Law. This Agreement and the validity, interpretation and performance thereof shall be governed by and construed in accordance with the laws of the State of Idaho.

14. **Notices.** All notices required to be given pursuant to this Agreement shall be served upon the parties by certified mail, return receipt requested, at the following addresses:

Barnes Family Farmland, LLC
c/o Jay Girotto
18 Crescent Key
Bellevue, WA 98006

Bradley R. and Cathy P. Hoggan
PO Box 174
Fielding, Utah 84311-0174

15. **Subordination:** This easement is and shall be subject and subordinate at all times to any mortgage executed by Barnes and to all renewals, replacements, modifications and extensions of any mortgage executed by Barnes to the full extent of the principal sum secured by the mortgage and interest thereon. In return, any mortgagee agrees that, in the event of foreclosure or other right asserted under mortgage by the holder thereof, this easement and the rights of Hoggan under this easement shall continue in full force and effect and shall not be terminated or disturbed.

4.6

21915074

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date recited above.

BRADLEY H. AND CATHY P. HOGGAN

By Bradley R. Hoggan

By Cathy P. Hoggan

Barnes Family Farmland, LLC

By: for wf

Name: Steven W. Barnes,

Trustee of the Steven W. Barnes 2004 Irrevocable Family Trust Manager and Single Member

21915074

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date recited above.

BRADLEY H. AND CATHY P. HOGGAN

By _____

By _____

Barnes Family Farmland, LLC

By: 

Name: Steven W. Barnes,

Trustee of the Steven W. Barnes 2004 Irrevocable Family Trust Manager and Single Member

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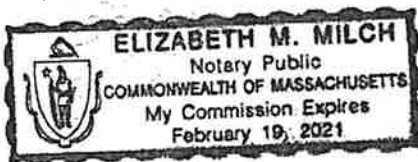
STATE OF Massachusetts)
County of Middlesex) : ss. NATICK

On this 9th Day of September, 2019 before me, a Notary Public for the State of Massachusetts, personally appeared, known or identified to me to be Steven W. Barnes, Trustee of the Steven W. Barnes 2004 Irrevocable Family Trust Manager and Single Member of Barnes Family Farmland, LLC, the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.



NOTARY PUBLIC FOR
Residing at: 28 FOREST AVE., NATICK, MA 01760
My Commission Expires: 2/19/2021

(SEAL)



STATE OF IDAHO)
County of _____) : ss.

On this ____ Day _____, before me, a Notary Public for the State of Idaho, personally appeared Bradley R. Hoggan and Cathey P. Hoggan, husband and wife, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

(SEAL)

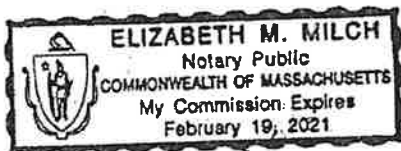
NOTARY PUBLIC FOR IDAHO
Residing at:
My Commission Expires:

21915074

9-8
STATE OF Massachusetts)
County of Middlesex) : ss. NATICK

On this 9th Day of September, 2019 before me, a Notary Public for the State of Massachusetts, personally appeared, known or identified to me to be Steven W. Barnes, Trustee of the Steven W. Barnes 2004 Irrevocable Family Trust Manager and Single Member of Barnes Family Farmland, LLC, the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

(SEAL)



Elizabeth M. Milch

NOTARY PUBLIC FOR

Residing at: 28 FOREST AVE., NATICK, MA 01760

My Commission Expires: 2/19/2021

STATE OF IDAHO)
County of Bannock) : ss.

On this 12th Day of September, before me, a Notary Public for the State of Idaho, personally appeared Bradley R. Hoggan and Cathey P. Hoggan, husband and wife, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.



Randall C. Budge
NOTARY PUBLIC FOR IDAHO

Residing at: Procella, ID.

My Commission Expires: 10/11/2024

q-a

21915074

Exhibit A

**LEGAL DESCRIPTION
FOR
BRAD HOGGAN
PIPELINE EASEMENT
ACROSS LANDS OWNED BY
TEAUNA NEWTON AND BARNES FAMILY FARMLAND**

A 24.00 feet wide, 12.00 feet on each side of centerline, easement for construction, inspection, operation, and maintenance of an irrigation pipeline located in Section 23, Township 11 South, Range 37 East, Boise Meridian, Bannock County, Idaho and whose centerline is more particularly described as follows:

Beginning at the East quarter corner of said Section 23, from which the West quarter corner of Section 23 bears North 89° 41' 48" West 5291.48 feet;
Thence South 74° 16' 22" West 1051.14 feet to the end of the over flow pipeline from the Downey City Water Tank, the True Point of Beginning;
Thence South 81° 42' 37" West 1652.64 feet to a point on the latitudinal centerline of said Section 23.

Sidelines of the above described easement are to lengthen or shorten as necessary to begin perpendicular to the end of the said overflow pipeline and end on the said latitudinal centerline of Section 23.

OFFICIAL RECORD BOOK
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST OF
FEE DEPUTY

Racine Law

21915074

2019 OCT -1 A 9:06

GROUND LEASE

THIS GROUND LEASE is made as of the ____ day of March, 2022, between Jared Bradley Hoggan ("Landlord") and Brad Hoggan ("Tenant").

1. Definitions.

The following terms as used in this Ground Lease shall have the meanings set forth as follows:

1.1 "Landlord": Jared Bradley Hoggan whose mailing address is: PO Box 193, Downey, ID 83234.

1.2 "Tenant": Brad Hoggan whose mailing address is: PO Box 193, Downey, ID 83234.

1.3 "Leased Premises": That certain property together with all improvements now or hereafter located thereon in the County of Bannock, State of Idaho, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

2. Term.

2.1 Landlord leases and Tenant rents the Leased Premises for a term of ten years commencing on the date of this Ground Lease and terminating on March 31, 2032.

2.2 Tenant, by giving Landlord at least thirty (30) days' written notice before the expiration of the term then in effect, may extend the term of this Ground Lease by consecutive periods of ten (10) years each on the same terms and conditions, except rent and length of term, as the primary term, and except that Tenant, by giving Landlord thirty (30) days' written notice may cancel any option term then in effect.

3. Rent.

3.1 Tenant agrees to pay Landlord rent in the amount of ten (10) dollars, payable in equal annual installments of one (1) dollar each in advance on the first day of each calendar year during the term of this Ground Lease ("**Rent**").

3.2 Rent shall commence on the effective date of this Ground Lease. Rents for any partial rent period after the date rent payments commence shall be prorated.

3.3 Rent payments shall be mailed to the address provided in Article 14 (Notices).

3.4 In the event this Ground Lease is terminated pursuant to the provisions of this Ground Lease prior to the end of the primary term or option term then in effect, Rent shall be prorated to the date of termination, and Landlord shall refund to Tenant any rent paid and unearned as of the date of termination, together with any other sums paid by Tenant for periods beyond the date of termination.

4. Tenant's Fixtures.

4.1 Tenant may install on or under the Leased Premises such fixtures and equipment as Tenant deems desirable, and all of said items shall remain Tenant's personal property whether or not affixed to the Leased Premises. Tenant may remove Tenant's personal property from the Leased Premises at any time but shall repair any damage caused by removal.

5. Landlord's Title.

5.1 Landlord covenants that Landlord is the holder of fee simple title to the Leased Premises and has full right and authority to make this Ground Lease.

5.2 Landlord covenants that Tenant shall have quiet and peaceful possession of the Leased Premises and enjoy all of the rights granted herein without interference from Landlord, anyone acting by, through or under Landlord, or anyone having title paramount to Landlord. In the event Landlord encumbers the Leased Premises with a mortgage, deed of trust or other lien or encumbrance, Landlord shall cause its lender to execute a subordination, nondisturbance and attornment agreement in form acceptable to Tenant and shall cause the same to be recorded.

5.3 The parties hereby agree that any breach of the provision of this Article 5 shall be deemed material and that in such event, Tenant may cancel this Ground Lease in accordance with Section 12.4.

6. Conditions Subsequent.

6.1 Notwithstanding the execution of this Ground Lease, Tenant may cancel this Ground Lease without liability (except as to any obligations specified in this Ground Lease which survive termination

7. Construction and Alteration of Improvements on the Leased Premises.

7.1 Tenant may, at Tenant's expense and in accordance with applicable law, raze any improvements on the Leased Premises and construct on the Leased Premises any alterations and improvements thereto as Tenant may deem desirable. Landlord shall not be obligated to maintain, replace or rebuild any improvements thereon.

7.2 Fee title to all improvements constructed on the Leased Premises by Tenant and all additions, alterations and improvements thereto made by Tenant, even though a part of the realty, shall be and remain in Tenant during the term of this Ground Lease. Upon the termination or expiration of this Ground Lease, fee title to all improvements then located on the Leased Premises shall pass to and vest in Landlord.

7.3 Tenant shall not permit any lien to stand against the Leased Premises for work done or materials furnished by or on behalf of Tenant, provided that Tenant may contest the validity of such lien, but upon a final determination of the validity thereof, Tenant shall cause the lien to be satisfied and released of record.

7.4 Tenant may sell any improvements, alterations or additions made by Tenant on the Leased Premises to a third party, subject, however, to the provisions of this Ground Lease.

8. Taxes, Utility Charges, Etc.

8.1 Tenant agrees to pay all real property taxes and assessments on the Leased Premises and all personal property taxes on Tenant's property for the period this Ground Lease is in effect, with taxes and assessments to be prorated to the first and last days of the term. In the event that any taxes or assessments levied or assessed against the Leased Premises become due and payable during the term of this Ground Lease and may be legally paid in installments, Tenant may pay such tax or assessments in installments and shall be liable only for those installments prorated to the first and last days of the term. Tenant shall have the right to contest the amount or validity of all or any part of the taxes and assessments which Tenant is required to pay pursuant to this Ground Lease and, for that purpose, Tenant shall have the right to file in the name of Landlord all such protests or other instruments and to institute and prosecute all such proceedings Tenant may deem necessary for the purpose of such contest. Any refund of any taxes or assessments Tenant has paid pursuant to this Ground Lease shall belong to Tenant, and Landlord agrees to pay the same to Tenant promptly in the event payment thereof is initially made to Landlord.

8.2 Tenant agrees to pay all charges for electricity, gas, heat, water, telephone and other utility services used by Tenant on the Leased Premises during the term of this Ground Lease.

8.3 Except as otherwise specifically provided for in this Lease, Tenant shall, at its sole cost and expense, keep and maintain the Leased Premises in good order and condition and repair, reasonable wear and tear and casualty damage excepted, and shall suffer no waste with respect thereto; provided, however, that Tenant shall have no obligation to re-build any improvements on the Leased Premises that are damaged or destroyed and in the event of any damage or destruction to the improvements on the Leased Premises, Tenant may demolish and remove such improvements.

9. Indemnification.

9.1 Tenant, during the term of this Ground Lease, agrees to indemnify, defend and hold harmless Landlord from any and all liability, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), causes of action, suits, claims or judgments arising from injury to person or property on the Leased Premises caused by Tenant, except if caused by the willful or negligent act of Landlord or Landlord's tenants (other than Tenant), subtenants, agents, contractors or employees.

9.2 Landlord, during the term of this Ground Lease, agrees to indemnify, defend and hold harmless Tenant from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property owned by Landlord unless caused by the willful or negligent act or omission of Tenant, its subtenants, agents, contractors or employees.

10. Condemnation.

10.1 In the event of a total taking of the Leased Premises or in the event of a taking or damage to any interest in or access to Property by eminent domain or any transfer in lieu thereof or by any other governmental action which taking or damage renders the Leased Premises unsuitable for Tenant's purposes, Tenant may cancel this Ground Lease as of the taking by notice to Landlord within six (6) months after the taking or damage deprives Tenant of possession of any portion of the Leased Premises or of any other rights of Tenant under this Ground Lease.

10.2 In the event of any condemnation and whether or not Tenant elects to terminate this Ground Lease, Tenant shall be entitled to any and all awards or payments made in the condemnation proceedings in respect to any damage to (a) Tenant's leasehold interest, (b) any improvements constructed on the Leased Premises by Tenant, and (c) Tenant's fixtures and equipment.

11. Assignment and Subletting.

11.1 Tenant may assign this Ground Lease or sublet the whole or any part of the Leased Premises. If Tenant assigns this Ground Lease, Tenant shall remain liable to Landlord for full performance of Tenant's obligations.

12. Default.

12.1 Either party shall be deemed to be in default only upon the expiration of thirty (30) days in the event of failure to pay money from the receipt of written notice from the other party specifying the particulars in which such party has failed to perform the obligations of this Ground Lease unless that party, prior to the expiration of said thirty (30) days, has rectified the particulars specified in the notice. However, such party shall not be in default if such failure (except the failure to pay money) cannot be rectified within said ninety (90) day period and such party is using good faith and commercially reasonable efforts to rectify the particulars.

12.2 The failure of a party to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. The performance of each and every covenant and agreement by Landlord contained in this Ground Lease is a condition precedent to the right to collect rents or enforce this Ground Lease.

12.3 In addition to the remedies set forth in this Ground Lease, Landlord and Tenant shall have all other remedies provided by law or statute to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to Landlord or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative.

13. Compliance with Laws.

13.1 Tenant agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the Leased Premises. Tenant may contest the

validity of any such law, ordinance, rule or regulation but shall indemnify and hold Landlord harmless against the consequences of any violation thereof by Tenant.

14. Notices.

14.1 Any notice provided for herein or desired hereunder shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address stated above. The address to which notices are to be given may be changed at any time by either party by written notice to the other party. All notices given pursuant to this Ground Lease shall be deemed given upon receipt.

14.2 For the purpose of this Ground Lease, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to Section 14.1 as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to Section 14.1, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (c) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

14.3 Landlord and Tenant agree that a copy of all notices given hereunder shall also be given to such other persons and addresses as Landlord or Tenant may designate in writing to the other party.

15. Attorneys' Fees.

15.1 If either party to this Ground Lease initiates or defends any legal action or proceeding with the other party in any way connected with this Ground Lease, the prevailing party in such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing party its reasonable costs and attorneys' fees (including its reasonable costs and attorney's fees on any appeal). If either party to this Ground Lease initiates or defends litigation with a third party because of the violation of any term, covenant, condition or provision of this Ground Lease, or obligation of the other party to this Ground Lease, then the party so litigating shall be entitled to reasonable attorneys' fees and costs (including its reasonable costs and attorney's fees on any appeal) incurred in connection with such litigation from the other party to this Ground Lease. In addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and the discovery, travel, and all other necessary costs incurred in such litigation. All such costs and fees shall be deemed to have accrued on commencement of any such legal action or proceeding and shall be enforce-able whether or not such legal action or proceeding is prosecuted to judgment.

16. Memorandum of Lease.

16.1 This Ground Lease shall not be recorded, but a Memorandum of Ground Lease may be executed and acknowledged by the parties and recorded in the County where the Leased Premises are located.

17. Article Headings.

17.1 The article headings of the Ground Lease are inserted only for reference and do not affect the terms and provisions hereof.

18. Rights of Successors.

18.1 All of the rights and obligations under this Ground Lease shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

19. Mortgage.

19.1 Tenant or any assignee of Tenant may place a mortgage or deed of trust on any improvements constructed by Tenant on the Leased Premises and on Tenant's interest in the Leased Premises. Such mortgage or deed of trust shall not encumber Landlord's fee title to the Leased Premises.

19.2 In the event Tenant is in default under this Ground Lease as defined in Article 12 (Default), Landlord agrees to give written notice of such default to the mortgagee under such mortgage or the beneficiary under such deed of trust ("lienholder"), whose name and address shall be furnished to Landlord by Tenant. Landlord shall not terminate this Ground Lease, re-enter the Leased Premises nor exercise any other remedy available under the law which would affect Tenant's rights under this Ground Lease if said lienholder has cured said default within the time allowed Tenant for same hereunder or within thirty (30) days after the receipt of said notice by said lienholder, whichever is greater.

20. Estoppel Certificates.

Each party agrees, upon receipt of written request from the other party and provided the requested party do so truthfully, to certify in writing to a prospective purchaser or Lienholder of the requesting party (i) that this Ground Lease is in full force and effect, (ii) that this Ground Lease has not been amended (or, if it has, identifying all such amendments), (iii) that this Ground Lease has not been assigned by the requested party (or, if it has, identifying all such assignments), (iv) that, to the requested party's knowledge, the requesting party is not in default of any of the terms, covenants, conditions or agreements contained in this Ground Lease (or, if the requesting party is in default, specifying the nature of such default), and (v) such additional facts within the requested party's knowledge as may be reasonably required by the requesting party.

21. Tenant's Right of First Refusal.

21.1 If Landlord determines to sell all or any part of the Leased Premises and receives an acceptable bona fide offer therefor, Landlord, before making any agreement to sell, shall give notice to Tenant stating Landlord's desire to sell and the amount and terms of such offer in detail. Tenant shall have the exclusive right for thirty (30) days after receiving such notice to purchase the Leased Premises to which such offer refers at the amount and on the terms of said offer. If Tenant fails to exercise said right and the Leased Premises are sold by Landlord to a third party, such sale shall nevertheless be made subject to this Ground Lease, including this Article, and said

right shall be applicable to any and all subsequent offers to purchase received by Landlord's successors and assigns.

22. General Provisions.

22.1 All of the provisions contained in this Ground Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

22.2 In the event of any violation or threatened violation by any person of any of the easements, covenants or restrictions contained in this Ground Lease, Landlord and Tenant shall each have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Ground Lease.

22.3 If any term, covenant, condition or agreement of this Ground Lease or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Ground Lease or the application of such term, covenant, condition or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition or agreement of this Ground Lease shall be valid and shall be enforced to the extent permitted by law.

22.4 This Ground Lease contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Ground Lease shall be construed as a whole and not strictly for or against any party.

22.5 The provisions of this Ground Lease are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

22.6 This Ground Lease shall be construed under and governed by the laws of the state of Idaho.

EXECUTED as of the date first above written.

TENANT:

Brad Hoggan

LANDLORD:

Jared Bradly Hoggan

EXHIBIT A

The South half of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 23, Township 11 South, Range 37 East, Boise Meridian, Bannock County, Idaho.

Three parcels of land located in the North half of Section 27, Township 11 South, Range 37 East, Boise Meridian, Bannock County, Idaho, described as follows:

Commencing at the Southwest Corner of Section 23, thence running West 80 Rods; thence South 54 Rods to the place of beginning; thence running West 240 Rods; thence South 26 Rods; thence East 240 Rods; thence North 26 Rods to the place of beginning.

Commencing at the Southwest Corner of Section 23, thence running West 80 Rods to the point of beginning; thence West 240 Rods; thence South 28 Rods; thence East 240 Rods; thence North 28 rods to the place of beginning.

Commencing at the Southwest Corner of Section 23, thence running West 80 Rods; thence South 28 Rods to the place of beginning; thence running West 240 Rods; thence South 26 Rods; thence East 240 Rods; thence North 26 rods to the place of beginning.

EXCEPTING THEREFROM: A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 27, Township 11 South, Range 37 East, Boise Meridian, Bannock County, Idaho, described as follows:

Beginning at a point on the North 1/16 Section line of Section 27, Township 11 South, Range 37 East, Boise Meridian, 713.9 feet East of the North and South Center line of said Section; thence running North 0°13' East a distance of 215 feet; thence North 89°47' West a distance of 202.6 feet; thence South 0°13' West a distance of 215 feet; thence South 89°47' East a distance of 202.6 feet to the place of beginning. Also a right of way to the same described as follows: Beginning at a point on the North 1/16 Section line of Section 27, Township 11 South, Range 37 East, Boise Meridian, 713.9 feet East of the North and South Center line of said Section; thence running South 89°47' East a distance of 606.1 feet along said North 1/16 line to Eastern boundary of the NW 1/4 NE 1/4 of Section 27; thence South 0°13' West a distance of 16.5 feet to the place of beginning.

ALSO EXCEPTING THEREFROM: Part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 11 South, Range 37 East, Boise Meridian, Bannock County, Idaho, described as follows:

Beginning at a point that is South 00°00'00" West a distance of 215.00 feet along the section line and North 90°00'00" West a distance of 1418.66 feet to a point in the west right-of-way fence of Cambridge Road from the Northeast corner of said Section 27 and running thence South 84°56'53" West a distance of 338.78 feet; thence North 04°02'37" West a distance of 225.55 feet to a point in the South right-of-way fence of Cunningham Road; thence South 89°51'58" East a distance of 336.36 feet along said south right-of-way fence; thence South 05°00'07" East a distance of 195.11 feet along the west right-of-way fence of Cambridge Road to the point of beginning.

Two parcels of land located in the Northeast Quarter of the Northeast Quarter of Section 28, Township 11 South, Range 37 East, Boise Meridian, Bannock County, Idaho, described as follows:

Beginning at the Northeast corner of Section 28, thence West 4 Rods; thence South 54 Rods; thence East 4 Rods; thence North 54 Rods to the point of beginning.

Beginning at a point 54 Rods South of the Northeast corner of Section 28, thence South 26 Rods; thence West 4 Rods; thence North 26 Rods; thence East 4 Rods to the point of beginning.



THOMAS J. BUDGE
tj@racineolson.com

March 17, 2022

Idaho Department of Water Resources
900 North Skyline Drive, Suite A
Idaho Falls, Idaho 83402-1718

Re: Application for Transfer

To whom it may concern:

Enclosed please find the original and extra copy of an Application for Transfer for filing, together with a check in the amount of \$500. Please file the original and conform stamp and return the copy to me in the stamped and addressed return envelope.

Thank you for your assistance. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Thomas J. Budge'.

THOMAS J. BUDGE

TJB:ts

Enclosures

c: Bradley and Cathy Hoggan



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 Gary Spackman

May 12, 2022

BRADLEY R HOGGAN
CATHY HOGGAN
PO BOX 193
DOWNEY, ID 83234-0193

RE: Transfer No. 86045
Water Right No(s). 29-12566, 29-2328, 29-2426B, 29-7190

Dear Applicants:

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the IDAHO STATE JOURNAL on 5/18/2022 and 5/25/2022. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Christina Henman
Administrative Assistant

CC:
TJ BUDGE
C/O RACINE OLSON
PO BOX 1391
POCATELLO, ID 83204-1391

Henman, Christina

From: Henman, Christina
Sent: Wednesday, May 11, 2022 4:43 PM
To: legalnotices@postregister.com
Subject: Legal Notice for Idaho State Journal
Attachments: 86045 Idaho State Journal.docx

LEGAL NOTICE DEPARTMENT
IDAHO STATE JOURNAL
PO BOX 431
POCATELLO, ID 83204-0431

RE: Transfer No. 86045
Water Right No(s). 29-12566, 29-2328, 29-2426B, 29-7190

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 6/6/2022. Your cooperation is appreciated.

Thank You,



Christina Henman
Administrative Assistant
IDWR, Eastern Region
900 N Skyline Ste. A
Idaho Falls, ID 83402
Phone: (208) 525-7161

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 86045**

BRADLEY R and CATHY HOGGAN, PO BOX 193, DOWNEY, ID 83234-0193 has filed Application No. 86045 for changes to the following water rights within BANNOCK County(s): Right No(s). 29-12566, 29-2328, 29-2426B, 29-7190; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change point of diversion and place of use. The proposed points of diversion are in NESW Sec 23 T11S R37E for 0.68 cfs from Ground Water, and NESE Sec 23 T11S R37E for 0.21 cfs from Waste Water. The proposed place of use is in S1/2 NE1/4 and N1/2 SE1/4 Sec 23 T11S R37E for 52 acres. For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 6/6/2022. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 5/18/2022 and 5/25/2022